

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
AUGUST 9, 2021, 5:30 PM

GO-TO Meeting: Mon, Aug 9, 2021 5:30 PM - 7:30 PM (CDT)

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

<https://global.gotomeeting.com/join/639064805>

You can also dial in using your phone. United States: +1 (872) 240-3212 / Access Code: 639-064-805

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

F. CONSENT AGENDA

1. APPROVE MINUTES 07/26/21 MEETING AND BILL LIST
\$1,738,749.48

Documents:

[2021-07-26 SIGNED Council Minutes.pdf](#)
[2021-08-09_BILL LIST Summary.pdf](#)
[2021-08-09_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE AMENDMENT FOR TANNIN, INC
ADDING SUNDAY SALES

3. APPROVE PREMISE UPDATE FOR KWIK STAR #607 LIQUOR LICENSE

The new store opens 09/09/21. The address will remain at 814 S 6th Street.

Documents:

[2021-09-09 Sketch.pdf](#)

4. APPROVE TREE TRIMMER LICENSE - BROTHERS TREE SERVICE LLC

Documents:

[Brothers Tree Service LLC.pdf](#)

5. RESOLUTION 2021-200 ADOPTING SUPPLEMENT 2018-S4 TO THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15020

Documents:

[2021-08-09_2021-Resolution Approving Code of Ordinances Supplement 2018-S4.pdf](#)

6. RESOLUTION 2021-201 DIRECTING THE DISTRIBUTION OF SALE PROCEEDS FROM THE SALE OF LOTS IN THE VIEJO BLUFFS SUBDIVISION

Documents:

[Res Designating Viejo Bluffs Sale Proceeds.pdf](#)

7. RESOLUTION 2021-202 SETTING A PUBLIC HEARING ON THE CDBG APPLICATION FOR THE 1ST AVENUE MICA PROJECT

Documents:

[2021-08-09_2021-202_Resolution Setting PH for the CDBG App for MICA Project.pdf](#)

8. RESOLUTION 2021-203 APPROVING CONTRACT CHANGE ORDER #3 FOR THE 6TH STREET SOFTBALL PARKING LOT IMPROVEMENTS PROJECT #PRK21001, A DECREASE OF \$43,485.95

Documents:

[Decrease CO.pdf](#)
[PRLT21001 Change Order 3 Final Signed JCK.pdf](#)

9. RESOLUTION 2021-204 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE CON-STRUCT, INC. 6TH

STREET SOFTBALL PARKING LOT PROJECT, BEING PROJECT NO. PLT21001, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$523,307.67

Documents:

[2021-08-09_2021-204_Resolution of Completion PLT21001.pdf](#)
[PLT21001 Notice of Acceptability of Work.pdf](#)
[PLT21001 Certificate of Substantial Completion.pdf](#)

10. RESOLUTION 2021-205 ORDERING CONSTRUCTION OF THE 2021 CRACK SEALING & LEVELING PROJECT STR21003, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2021-08-09_2021-205_Resolution Ordering Construction STR21003.pdf](#)
[STR21003 2021 Crack Seal Plans.pdf](#)
[STR21003 Crack Sealing Project Manual.pdf](#)
[STR21003 Memo to Order Construction.pdf](#)
[STR21003 Notice of Hearing and Letting.pdf](#)

11. RESOLUTION 2021-206 APPROVING ENGINEERING SERVICES AGREEMENT FOR THE HEADWORKS & DIGESTER IMPROVEMENTS PROJECT FOR FOX ENGINEERING, IN THE AMOUNT OF \$501,300.00

Documents:

[Engineering service.pdf](#)
[Task Order - 240720C - Design and Bidding.pdf](#)

12. RESOLUTION 2021-207 TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE THE CODE BUILDING UPGRADE GRANT WORK FOR 13 N 1ST STREET

Documents:

[RESOLUTION TO APPROVE 6-MONTH EXTENSION OF TIME TO COMPLETE THE CODE BUILDING UPGRADE GRANT WORK FOR 13 N. 1ST STREET..pdf](#)

13. RESOLUTION 2021-208 TO APPROVE THE STATE RECREATIONAL TRAIL APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL

Documents:

[marshalltown state rec trail resolution 08092021.pdf](#)

14. RESOLUTION 2021-209 APPROVING AN AGREEMENT WITH

ONMEDIA FOR COMMUNITY MARKETING

Documents:

[Res for OnMedia Marketing.pdf](#)
[Agreement with OnMedia for Marketing.pdf](#)

15. RESOLUTION 2021-210 APPROVING AN AGREEMENT WITH VISION MARSHALLTOWN FOR COMMUNITY MARKETING

Documents:

[Res for Vision Marshalltown Marketing.pdf](#)
[Agreement with VM for Marketing.pdf](#)

G. MOTIONS

1. MOTION TO APPROVE BEER GARDEN AND RESOLUTION 2021-211 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR OKTEMBERFEST 9/23-9/25/21

Documents:

[2021-08-09_2021-211_Resolution Approving Alcohol Public Way for Oktoberfest.pdf](#)
[Special Events Application - Oktoberfest.pdf](#)
[Oktoberfest-map.pdf](#)
[parade route barricades - 2021-07-28.pdf](#)

2. MOTION TO APPROVE DAVE'S 5-DAY LIQUOR LICENSE FOR THE PARANORMAL SYMPOSIUM AT RIVERVIEW PARK 8/20-8/22/21

Council approved beer garden 03/08/21.

3. MOTION TO APPROVE 5-DAY LIQUOR LICENSE FOR JESSE SWITZER FOR "RESURRECTION FEST" EVENT AT RIVERVIEW PARK 8/27-8/28/21

Council approved beer garden 7/12/21.

4. MOTION TO APPROVE 5-DAY LIQUOR LICENSE FOR IMPALA BALLROOM AT THE CENTRAL IOWA FAIRGROUNDS ARENA FOR A RODEO ON 8/21/21

5. MOTION TO APPROVE NEW LIQUOR LICENSE FOR THE FLYING ELBOW, 229 N 13TH ST

6. MOTION TO APPROVE NEW LIQUOR LICENSE FOR EAST SIDE LIQUOR & GROCERY, 1116 E NEVADA ST (NEW OWNERSHIP)

H. REPORTS

1. Marshalltown Police Department - 2020 Annual Report

Documents:

I. **RESOLUTIONS**

1. RESOLUTION 2021-212 SETTING A PUBLIC HEARING TO REVIEW THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UPPER STORY HOUSING CONVERSION GRANT PROGRAM

Documents:

[2021-08-09_2021-212_RES_Set Public Hearing for CDBG Upper Story.pdf](#)
[Memo on CDBG Upper Story Housing.pdf](#)
[2021-08-09_2021-212_Notice of Public Hearing IEDA CDBG Upper Story Housing Grant.pdf](#)

2. RESOLUTION 2021-213 AMENDING THE DEBT POLICY TO INCREASE THE DEBT CAPACITY THRESHOLD TO 70 PERCENT OF LEGAL DEBT CAPACITY

Documents:

[Res Amending Debt Policy to 70 Percent Capacity.pdf](#)
[City Debt Policy Revised 08-09-2021.pdf](#)

3. RESOLUTION 2021-214 AUTHORIZING THE PURCHASE OF PROPERTY AT 310 NORTH 5TH STREET

Documents:

[2021-08-09_2021-Resolution Authorizing the Purchase of 310 N 5th St.pdf](#)
[Offer to Purchase 310 N 5th St.pdf](#)

4. RESOLUTION 2021-215 AUTHORIZING THE CITY TO SUBMIT AN ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) U.S. DEPARTMENT OF COMMERCE (DOC), AMERICAN RESCUE PLAN ACT (ARPA) ECONOMIC ADJUSTMENT ASSISTANCE (EAA) GRANT

Documents:

[2021-08-09_2021-215_RES_Approving EDA ARPA EAA Grant Application.pdf](#)
[2021-08-09_2021-215_MEMO_EDA ARPA EAA Grant Application.pdf](#)

5. RESOLUTION 2021-216 AUTHORIZING THE CITY TO SUBMIT AN IOWA GREAT PLACE (IGP) GRANT APPLICATION TO THE IOWA DEPARTMENT OF CULTURAL AFFAIRS (DCA)

Documents:

[2021-08-09 2021-216 RES Approving Iowa Great Place](#)

Grant Application.pdf
2021-08-09_2021-216_MEMO_Iowa Great Place Grant
Application.pdf

6. PUBLIC HEARING AND RESOLUTION 2021-217 FOR THE
CONVEYANCE AND TRANSFER OF TITLE OF PARCEL 8318-11-
301-034 HEREIN DESCRIBED FROM THE CITY OF
MARSHALLTOWN, IOWA TO LARRY J. AND MARY ANN WEBER

Documents:

2021-08-09_2021-217_Resolution Providing for the Transfer
of Title of Parcel 8318-11-301-034.pdf

7. PUBLIC HEARING ON THE STATUS OF CDBG TORNADO
HOUSING REHAB PROJECT 19-HSG-005

Documents:

2021-08-09_Public Hearing_MEMO_Status of CDBG Funds
19-OT-005.pdf
2021-08-09_Public Hearing_HAND OUT_Status of CDBG
Funds 19-OT-005.pdf
2021-08-09_Public Hearing_Status of CDBG Funds 19-OT-
005.pdf

J. DISCUSSION

1. Incentives For 36 West Main Street Restoration

Documents:

Willard-Hopkins - Letter to Council - August 5 2021 (002).pdf
Memo on 36 W Main Incentive.pdf

2. American Rescue Plan Update/Fiscal Year 2022 GO Borrowing
Discussion

Documents:

Memo on ARP.FY22 Borrowing 8.2.21.pdf
State Street Project Memo.pdf
ARP Uses.pdf
Debt Capacity Project Workbook FY22 70 percent.pdf

3. Discussion - Council Manual Revisions

Documents:

Memo Council Manual Updates.pdf
2021 REVISED Council Manual.pdf
Table of Motions.pdf

K. 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.

L. 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

July 26, 2021

Mayor Greer called the meeting to order at 5:30 PM, July 26, 2021, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Hoop, Ladehoff, Martin, Thompson, Wirin; Absent: Gowdy and Isom. Chief Tupper recognized Captain Brian Batterson for 30 years of service. Officer Svoboda introduced K-9 Atlas to the council. They will attend 10 weeks of training starting 8/16. City Administrator Jessica Kinser presented YSS and the police department with an award for the “2021 Program of the Year” by the Iowa City/County Management Association. The award is in recognition of an innovative grassroots program that has positively influenced local government and quality of life in the community. Councilor Thompson recognized the upcoming grand opening on 8/3 of Thrifty Bazaar at the mall. Mayor Greer participated in the 5K run in honor of Tim Bell and attended the Farmer’s Market over the weekend, he encourages the community to get out and participate in all the great things happening in town.

CONSENT AGENDA

Motion by Wirin, second by Thompson to adopt the consent agenda less item 11: APPROVE MINUTES 07/12/21 MEETING AND BILL LIST \$1,627,283.26; APPROVE LIQUOR LICENSE RENEWALS-MIDNIGHT BALLROOM, 1700 S CENTER ST, STE A-1, CENTER STREET STATION, 19 N CENTER ST, CALVIN ROCKETT, 2013 S CENTER ST, DEPOT LIQUOR & GROCERY, 114 N CENTER ST (NEW OWNERSHIP); RECEIPT OF BUILDING PERMIT REPORT, MAY AND JUNE 2021; APPROVE TREE TRIMMER LICENSE - JOHN HARDING; 2ND QUARTER STRATEGIC PLAN UPDATE; RESOLUTION 2021-188 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING DISPOSAL THEREOF, FIVE INCH AND ONE- AND THREE-QUARTER INCH FIRE HOSE, AND ONE AMKUS HYDRAULIC EXTRICATION TOOL SET; RESOLUTION 2021-189 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1997 GILLIG PHANTOM BUS; RESOLUTION 2021-190 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF PARCEL 8318-11-301-034 HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO LARRY J. AND MARY ANN WEBER; RESOLUTION 2021-191 AUTHORIZING THE PURCHASE OF BOBCAT TOOLCAT FOR THE PARKS AND RECREATION DEPARTMENT AND TRADING IN THE 2014 BOBCAT TOOLCAT; RESOLUTION 2021-192 APPROVING CONTRACT CHANGE ORDER #2 FOR THE HANGAR, TERMINAL AND SITE IMPROVEMENTS PROJECT #APR19001, AN INCREASE OF \$20,397.65. Motion carried 5-0.

Motion by Martin, second by Ladehoff to adopt RESOLUTION 2021-193 APPROVING SETTLEMENT AGREEMENT INCLUDING PURCHASE OF REAL PROPERTY. Motion carried 4-1, Thompson dissenting.

MOTIONS

Motion by Ladehoff, second by Thompson to APPROVE A 5-DAY LIQUOR LICENSE FOR THE MIDNIGHT BALLROOM AT THE CENTRAL IOWA FAIRGROUNDS ARENA 9/21-9/26/21 FOR A RODEO. Motion carried 4-1, Hoop dissenting.

RESOLUTIONS

Motion by Wirin, second by Martin to table RESOLUTION 2021-194 AMENDING THE DEBT POLICY TO INCREASE THE DEBT CAPACITY THRESHOLD TO 75 PERCENT OF LEGAL DEBT CAPACITY. Motion failed 2-3, Hoop, Ladehoff, Thompson dissenting. Motion by Thompson, second by Ladehoff to adopt RESOLUTION 2021-194 AMENDING THE DEBT POLICY TO INCREASE THE DEBT CAPACITY THRESHOLD TO 75 PERCENT OF LEGAL DEBT CAPACITY. A supermajority is required to pass a resolution. Motion failed 3-2, Hoop and Martin dissenting.

Motion by Martin, second by Wirin to adopt RESOLUTION 2021-195 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE CHIPPING AND HAULING OF VEGETATIVE DEBRIS PROJECT IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$161,440.50. This contract is for park and terrace trees. The low bid came in under the engineer's estimate of \$250,000 and will be partially reimbursed by FEMA. Motion carried 5-0.

Motion by Wirin, second by Ladehoff to adopt RESOLUTION 2021-196 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT TO CON-STRUCT, INC. FOR THE 2021 DERECHO STREAM CHANNEL CLEARING IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$212,410.00. This contract is for tree and debris removal from our waterways and will be funded through the National Resource Conservation Service and the city stormwater utility fund. Motion carried 5-0.

Mayor Greer opened a public hearing at 5:57 pm for APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$16,240.00 SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES, AND APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY. Chief Tupper advised the city's portion would be used for communication equipment for the crisis negotiation team. Mayor Greer closed the public hearing at 5:58 pm. Motion by Ladehoff, second by Martin to adopt RESOLUTION 2021-197 APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$16,240.00 SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES, AND APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY. Motion carried 5-0.

Mayor Greer opened a public hearing at 5:58 pm TO APPROVE THE CITY OF MARSHALLTOWN IEDA DOWNTOWN REVITALIZATION APPLICATION FOR FAÇADE IMPROVEMENTS. Michelle Spohnheimer, Housing and Community Development Director advised the hearing is to approve a resolution determining specific portions of the central business district as a blighted area under Iowa Urban Renewal Law. This project will provide improvement to 11 facades in the area. Community development and housing need assessment were discussed. Mayor Greer closed the public hearing at 6:07 pm. Motion by Wirin, second by Ladehoff to adopt RESOLUTION 2021-198 TO APPROVE THE CITY OF MARSHALLTOWN IEDA DOWNTOWN REVITALIZATION APPLICATION FOR FAÇADE IMPROVEMENTS. Motion carried 5-0.

Motion by Ladehoff, second by Wirin to adopt RESOLUTION 2021-199 A RESOLUTION OF NECESSITY TO DECLARE AN URBAN RENEWAL AREA IN THE CITY OF MARSHALLTOWN. Motion carried 5-0.

Councilor Thompson asked for a point of clarification on making a motion to reconsider. There are some discrepancies in the language between code of ordinance 35.19 Motion to Reconsider and Chapter 35: Council Manual. Motion by Thompson to reconsider RESOLUTION 2021-194 AMENDING THE DEBT POLICY TO INCREASE THE DEBT CAPACITY THRESHOLD TO 75 PERCENT OF LEGAL DEBT CAPACITY, second by Ladehoff. Motion failed 3-2, Hoop and Martin dissenting. This will be reviewed by legal counsel.

DISCUSSION

Jessica Kinser, City Administrator, presented information on the community marketing proposals selected for consideration. A committee consisting of staff and Councilor Martin evaluated the proposals and selected On Media and Vision Marshalltown to combine campaigns to expand the outreach on different platforms. Michael Sills, On Media and Julie Hitchins, Vision Marshalltown Board Member, were present to answer questions. Councilor Thompson inquired who the check would be made to for Vision Marshalltown and Ms. Hitchins advised the funds are run through the Marshalltown Central Business District. Motion by Martin, second by Wirin to bring forward two contracts for these entities not to exceed \$20,000 each. Motion carried 4-1, Thompson dissenting.

Jessica Kinser, City Administrator, brought forward options for the sale proceeds of Viejo Bluffs. Motion by Ladehoff, second by Martin to bring forward a resolution authorizing the deposit of funds into Council-designated LOST for the South 7th Avenue Extension. Motion carried 3-2, Thompson and Wirin dissenting.

Diana Steiner, Finance Director, notified the council there was an error in police wages for the FY22 budget resulting in a \$59,211 deficit. Every position was budgeted 100% so there will most likely be some salary savings to offset this amount. Diana recommended using fund balance to cover the deficit, to which the council agreed. The loss of backfill revenue in future years was also discussed.

Diana Steiner, Finance Director, presented the council figures on the legal debt capacity limits with higher estimated valuation growth rates. The rates are affected by gas and electric rates based on the generation and transmission of power. The average without utilities is 2.25% however this doesn't factor in the derecho. Diana is comfortable estimating a 0.50%-1% annual growth rate.

Jessica Kinser, City Administrator, presented a document confirming the city will receive \$3,973,865.00 in American Rescue Plan funds. The State Street project was discussed using \$2M ARP funds and \$4.5M GO bonds. Some options for cutting the cost of the project were discussed. Councilor Thompson would like the Marshalltown Water Works to put a list together of eligible projects to review at the next meeting. Jessica had further information on FY22 GO borrowing but all the figures were based on a 75% debt capacity which was not approved so this will be refigured for the next meeting.

PUBLIC COMMENT

Police Chief Michael Tupper acknowledged the last few weeks have been tough for the community, our school district, and the police department. He is very confident with the teachers and leadership in our school district and wants to assure the community that our school district is safe.

The meeting adjourned at 7:01 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter

Alicia Hunter, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 08/09/21

Advertising

Trending.Media/3 96.00

Buildings/Improvements

New.CenturyFS/1 420.00

Consulting & Professional Fees

AHLERS.COONEY/1 25.00
AMERICAN.LEGAL./1 265.00
Bernie.Lowe/2 114.29
Bernie.Lowe.Asc/1 391.55
Bolton&Menk.Inc/6 25,818.50
CGA.Assoc/8 46,291.54
Great.Wstrn.Bnk/1 75.00
Kendig Keast/2 15,195.75
McClure.Engrg/4 8,160.00
Speer.Financial/1 400.00
Stanley.Consult/2 61,186.50
TOMETICH.ENGR/1 1,800.00
Veenstra&Kimms/2 2,347.20
YSS Grants Bill/7 16,134.66

Contracts

AC Lightning/1 1,522.00
Aramark.Unfrm/3 104.91
ARL/1 4,333.33
BDH/13 6,964.45
Boulder.Contrac/2 17,944.65
Calhoun-Burns/1 2,524.10
Concrete.Profes/1 88,379.59
Fire Safety USA/1 15,500.00
Fischer, Ryan/1 13,297.50
Fisher.Comm.Ctr/1 8,333.33
Great.Wstrn.Bnk/5 389.59
Marsh.Co.Landfi/1 25.50
MarshalltownCBD/1 35,000.00
Nagle,Signs/3 15,509.16
Nikkel.Associat/1 4,733.00
Premier.Equip/1 48.40
Racom.Corp/1 6,353.28
RICOH.USA.INC/4 215.59
SAFETY.KLEEN/1 160.00
Schendel.Pest.C/1 60.00
Stone.Sanit/9 4,076.84
TOMETICH.ENGR/2 1,134.00
Uline/1 357.51
VCA.Animal.Hosp/1 29.60

Debt Service

CRBT/4 17,415.14

Equipment

Wenthold Excav/1 184,867.39

Library Books

Great.Wstrn.Bnk/12 313.15

Medical

Bernie.Lowe/2 721.85
HARTFORD.ACCTS/1 6,864.01
Hunter Lane LLC/2 649.78

Payroll.Deductions

IA.Treasurer/2 2,482.00

Payroll.Net

Payroll/1 342,221.87

Refund/Reimbursed

Alliant.Energy/3 -63.74
Buffington,D/1 90.00
Demro, Sally/1 45.00
Giannetto, Tony/1 80.00
GOODING.B/1 876.61
Great.Wstrn.Bnk/8 371.75
Huerta, Ana/1 25.00
IA.Treasurer/1 407.00
Johnson, Adam/1 90.00
Maldonado,Ruben/1 38.68
McClure, Rose/1 31.33
Shetler,B/1 40.04
Tietje, Stephan/1 93.94

Rents/Leases

Ackley.Housing/3 485.00
ALCALA,R/1 184.00
AMES,STEVEN/22 6,414.00
Barnes,L/2 535.00
BJ&J.LLC/1 254.00
BLOOD,A/2 729.00
Borota,K/2 592.00
BOULDER.COOP.HS/3 965.00
Brodin,C/1 132.00
Brown,B/2 794.00
Bryngelson.Corp/1 327.00
Buckaroo.LLC/2 897.00
Bunch, John/1 278.00
Burr,Robert/1 370.00
Charlier,Q/1 133.00
Chedester,James/1 400.00
Chilton,M/1 450.00
CIRSI/9 821.00
CMHC.INVEST/1 247.00
D.D.Rentals/2 948.00
DC Brown Rental/1 207.00
Eakin,R/1 209.00
ECKLOR,S/3 759.00
Elwayne.Inc./3 961.00
Engel, Drew/1 184.00
EPM IA LLC/2 541.00
Etter, W/1 482.00
Eubanks,C/3 818.00
Ferneau, Gary/1 585.00
Frese.Propts/3 817.00
Friendly.Valley/2 271.00
Gonzales,G/1 528.00
Gossard.Mobile/1 284.00
Grant.Park.LLC/17 4,167.00
Gray,D/1 471.00
Hala,J/3 866.00

BILL LIST 08/09/21

HARRIS,T/1	324.00
Hatch,J/1	475.00
Hatch,R/5	1,956.00
HESSENIUS,R/2	278.00
Hilltop.Village/5	768.00
HOBSON,W/1	154.00
Hodges,K/1	294.00
Hsg.St.Cloud/1	462.00
HUBBARD.MAPLE/2	366.00
Ibarra,S/1	143.00
Jared,S/1	162.00
JB.I.COOP.Assn/3	797.00
JDL.Rental.Coop/1	845.00
Johnson,S/1	550.00
Judge,M/5	1,820.00
Klinefelter,R/1	450.00
Kramer,M/1	119.00
LAWSON,R/2	284.00
Lawthers.Prop.M/1	257.00
LBO Investments/1	360.00
Lopez, Jaime/1	370.00
LUENSE,B/7	2,768.00
Mansager, C/1	175.00
Manship,W/1	755.00
Marion.Manor2/1	559.00
Marshalltown.Sr/3	841.00
Miller,P/1	143.00
Moore, Michelle/1	517.00
Mtwn/Westown/23	5,485.00
MURPHY,P/1	188.00
Nelson,L/2	610.00
North.Tama.Hsg/2	307.00
Oetker,D/3	666.00
Optimal Life/1	34.00
Palisade.Holdng/1	143.00
Pilot.Creek/1	152.00
Pizano, Serio/1	507.00
Premier.RE.Mgmt/7	3,969.00
PremierIowaCity/6	1,475.00
RD.Toledo,LLP/2	785.00
Ream,AJ/1	415.00
Reed,T/6	2,353.00
River.Birch/7	3,044.00
River.Oaks/9	3,400.00
Rush,R/1	267.00
S.E.Invst/1	650.00
Schmidt,M/1	159.00
SCOTT,L/1	434.00
SESKER,R/1	182.00
Specht,D/1	164.00
Specht,G/1	259.00
Squire,B/1	194.00
SS & R Prop/1	132.00
Steelsmith,G/4	1,024.00
Sunrise.Apt/1	138.00
Switzer,T/1	555.00

Tallcorn.Tower/22	5,574.00
Titus,T/1	364.00
TOWN.APARTMENT/3	363.00
VanVoorst,M/1	261.00
VC.Investment/8	1,610.00
Weatherly.Erin/2	954.00
Worent.Inc/3	781.00
ZMOLEK,M/1	250.00
Service/Repairs	
AAA.Septic/1	235.00
AG.LIME.TRUCKG/2	3,285.00
Airgas.U.S.A./2	260.56
Aponte,M/1	27.00
Atcher,R/2	4,525.00
Bierman, Tammy/1	55.00
BotelloEustolia/1	550.00
Century.Link/4	243.30
Dirt.to.Turf/3	2,610.00
Fexsteve Ltd Co/2	21,600.00
FIRSTNET.ATT/13	862.46
Garling.Constr/1	196,145.15
Great.Wstrn.Bnk/40	8,226.90
Grewell Lawn/1	750.00
Hannam.Autom/1	268.27
Hsg.St.Cloud/1	42.15
HyVee.Accts/1	8.76
IA.Treasurer/2	15,725.00
Independent.Ins/1	3,131.00
Johnson,Alesha/1	31.00
Kiwanis.PM/1	660.00
Knox. Co/1	425.00
Manneh, Nancy/1	43.00
Marchant,Steph/1	7.00
McAtee.Tire/4	624.60
Mello, Allison/1	29.00
Moran-Million,J/1	33.00
Mph.Industries/1	52.50
Mtwn.Wtrwrks/3	8,568.28
Pro-Line Bldgs/1	505.00
Racom.Corp/1	14,411.34
Saenz,Mary/1	31.00
Scharnweber.Wtr/1	27.00
Schmudlach,Cody/1	10.00
Sierra, Glorivy/1	34.00
Squires,Chris/1	40.00
Stephanies Auto/1	200.00
Thomas, Earl/1	7.00
TR/1	215.80
Verizon.Wireles/1	93.71
Werner,Jessica/1	13.00
WICKHAM,M/1	510.00
Wilson, Ranae/1	13.00
WRH Inc/1	136,223.22
Supplies/Parts	
Adland.Engrvg/1	194.25
Air.Chek.Inc/1	482.50

BILL LIST 08/09/21

Angell, Chad/1	386.00	I.R.S./6	95,062.46
Arnold.Motor.Su/11	1,286.97	IA.Treasurer/3	19,020.00
BDH/3	9,100.47	ICMA457Mission/11	26,706.36
Bituminous.Mat/1	382.54		
Bowermaster,D/2	130.38	Total/877	1,738,749.48
City.Laundering/7	392.56		
Cntrl.IA.Farm/1	79.31		
Concrete/3	1,170.47		
Crescnt.Electrc/1	8,364.71		
Diamond.Vogel/1	93.96		
Eagle Engraving/1	64.45		
Eurolins.Test/1	88.20		
Fastenal.Co/4	221.09		
Galls.LLC/2	319.98		
Gillig.LLC/3	158.06		
Great.Wstrn.Bnk/136	20,624.18		
HyVee.Accts/17	311.20		
IA P&R Assn/2	599.50		
IA.NAHRO/1	375.00		
IA.Prison.Ind/1	60.00		
Iowa.Hometown.S/2	8,642.57		
JCI.INDUSTRIES/1	2,836.60		
Keystone.Lab/1	64.00		
Kieslers/1	10.00		
Marco.Holdings/1	133.51		
Martin.Marietta/1	318.54		
McAtee.Tire/4	618.39		
Menards/3	234.82		
Midland.Concret/1	207.09		
Mph.Industries/1	121.05		
Murphy.Tractor./2	8,597.61		
Napa.Auto/2	22.23		
Nutrien.Ag.Sol/1	1,177.00		
Office.Express/5	254.23		
Racom.Corp/1	2.50		
STAPLES/1	161.54		
Thiesens.Supply/4	72.61		
Trending.Media/1	200.00		
Watchguard.Vide/2	1,327.00		
Witmer.Public.S/4	2,970.20		
Travel/Training			
Great.Wstrn.Bnk/3	689.40		
Hunter,A/2	130.62		
Steiner,D/1	63.96		
Utilities			
Alliant.Energy/44	42,994.50		
Mtwn.Wtrwrks/9	175.87		
WoodRiver.Enrgy/3	3,050.55		
Wage Assignment			
American.Educa./1	64.41		
Collection.Svs./5	1,441.11		
Colonial.Life/2	425.50		
Family Sup Pay/1	152.31		
Fidelity.Securt/2	446.04		
I.M.W.C.A/1	7,788.00		

BILL LIST 08/09/21

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.000	BOWERMASTER, DANE M	PD employee clothing	88.28
001.1010.5230.000	GREAT WESTERN BANK	INTEL REQUESTS	75.00
001.1010.5321.000	VCA Animal Hospital- The Vet	K9 fecal test	29.60
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Set up Getac for PD Car 513	843.21
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - PD 20 hrs/mo	1,266.25
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup/ recovery -PD	38.80
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	79.34
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	59.80
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	50.00
001.1010.5370.000	GREAT WESTERN BANK	MONTHLY POSTAGE SERVICE	17.99
001.1010.5370.000	GREAT WESTERN BANK	BUSINESS CARDS -Tupper	35.46
001.1010.5370.000	GREAT WESTERN BANK	BUSINESS CARDS FOR LAGESCHULTE	32.06
001.1010.5380.000	RACOM CORPORATION	P25 Access	14,411.34
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD #510 tire repairs	60.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle tire repair	30.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD #527 tires and services	235.40
001.1010.5410.000	MPH INDUSTRIES INC	PD Vehicle service call	52.50
001.1010.5410.000	GREAT WESTERN BANK	CAR WASH FOR 522	10.00
001.1010.5450.000	GREAT WESTERN BANK	TELEPHONES/AIR CARDS	99.32
001.1010.5451.000	GREAT WESTERN BANK	TELEPHONES/AIR CARDS	835.66
001.1010.5460.000	GREAT WESTERN BANK	CONFERENCE REGISTRATION	50.00
001.1010.5460.000	GREAT WESTERN BANK	CONFERENCE REGISTRATION	50.00
001.1010.5460.000	GREAT WESTERN BANK	CONFERENCE REGISTRATION	50.00
001.1010.5460.000	GREAT WESTERN BANK	REGISTRATION FOR CONFERENCE	320.00
001.1010.5461.000	GREAT WESTERN BANK	FLIGHTS CPT JONES-CONFERENCE	270.20
001.1010.5461.000	GREAT WESTERN BANK	FLIGHTS FOR CPT JONES FOR CONFERENCE	296.20
001.1010.5465.000	GREAT WESTERN BANK	CONFERENCE LODGING	123.00
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD #527 tires and services	575.44
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD #513 brake pads and rotors	234.12
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD #513	260.07
001.1010.5565.000	MPH INDUSTRIES INC	PD Vehicle service call	121.05
001.1010.5565.000	GREAT WESTERN BANK	CAR CLEANING SUPPLIES	54.41
001.1010.5570.000	BOWERMASTER, DANE M	reimburse gas Case #TF21-00014	42.10
001.1010.5570.000	GREAT WESTERN BANK	FUEL FOR MOWER	17.34
001.1010.5570.000	GREAT WESTERN BANK	FUEL DURING CONFERENCE	21.35
001.1010.5570.000	GREAT WESTERN BANK	FUEL FOR MOWER	16.82
001.1010.5570.000	GREAT WESTERN BANK	FUEL DURING CONFERENCE	30.82
001.1010.5600.000	Angell, Chad	brown mulch	386.00
001.1010.5600.000	OFFICE EXPRESS	forks, cups	29.41
001.1010.5600.000	OFFICE EXPRESS	PD business cards	19.84
001.1010.5600.000	OFFICE EXPRESS	PD towels, waste liners	133.83
001.1010.5600.000	OFFICE EXPRESS	PD kleenex	21.44
001.1010.5600.000	WATCHGUARD VIDEO	PD right angle cables	1,015.00
001.1010.5600.000	WATCHGUARD VIDEO	PD Helmet top mount	312.00
001.1010.5600.000	RACOM CORPORATION	replacment slide switch knob	2.50
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	71.27
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	12.99
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	6.29
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	12.99
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	49.99
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	85.94
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	15.88
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	210.56
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	12.65
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	11.82
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	(12.65)
001.1010.5605.000	OFFICE EXPRESS	inkcart, binder clips	49.71

001.1010.5610.000	KIESLER'S	balance due	10.00
001.1010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Set up Getac for PD Car 513	3,461.89
001.1010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Set up replacement tablet in PD #500	3,220.34
001.1050.5132.000	Eagle Engraving Inc	Fire dept commendation bars	64.45
001.1050.5132.000	GALLS LLC	Fire Dept employee clothing	164.99
001.1050.5132.000	GALLS LLC	Fire Dept employee boots	154.99
001.1050.5280.000	TIMES REPUBLICAN	Fire Dept subscription 52 weeks thru 6/29/22	215.80
001.1050.5344.000	RACOM CORPORATION	Fire dept monthly access fee	6,353.28
001.1050.5347.150	Knox Company	Fire Dept - 1yr cloud license	425.00
001.1050.5380.000	AIRGAS USA, LLC	cylinder lease renewal 9/1/21-8/31/22	205.55
001.1050.5450.000	GREAT WESTERN BANK	WIRELESS	407.99
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	Ladder #125 battery	291.97
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	Fire dept vehicle supplies and oil dry	82.36
001.1050.5565.000	GREAT WESTERN BANK	WEIGHING VEHICLE	12.00
001.1050.5565.000	GREAT WESTERN BANK	VEHICLE MAINTENANCE ITEMS	66.22
001.1050.5570.000	GREAT WESTERN BANK	UTV FUEL	17.69
001.1050.5600.000	STAPLES BUSINESS CREDIT	Fire dept bathroom supplies	161.54
001.1050.5600.000	ARNOLD MOTOR SUPPLY LLP	Fire dept vehicle supplies and oil dry	120.45
001.1050.5600.000	MENARDS	Fire dept hand towels	53.91
001.1050.5600.000	GREAT WESTERN BANK	SHIPPING BOX	25.66
001.1050.5630.000	GREAT WESTERN BANK	black nitile gloves	184.80
001.1070.5360.000	GREAT WESTERN BANK	overnight mailing	8.55
001.1070.5450.000	GREAT WESTERN BANK	TELEPHONE	42.90
001.1071.5360.000	GREAT WESTERN BANK	POSTAGE	165.00
001.1071.5450.000	GREAT WESTERN BANK	TELEPHONE	56.10
001.1072.5360.000	GREAT WESTERN BANK	Fed Ex mailing to Grainger	15.54
001.1075.5360.000	GREAT WESTERN BANK	POSTAGE	275.00
001.1075.5360.000	GREAT WESTERN BANK	POSTAGE	100.00
001.1075.5450.000	GREAT WESTERN BANK	TELEPHONE	48.91
001.1090.5331.000	ANIMAL RESCUE LEAGUE	August 2021	4,333.33
001.1099.5342.000	STONE SANITATION	Police & Fire Bldg	118.78
001.1099.5450.000	GREAT WESTERN BANK	INTERNET SERVICES	744.22
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	12,171.83
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	236.69
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	707.96
001.1099.5611.000	GREAT WESTERN BANK	P&F station water cooler part	69.44
001.2060.5344.000	RICOH USA INC	Engineering BW copies	10.48
001.2060.5344.000	RICOH USA INC	Engineering color copies	23.65
001.2080.5481.000	ALLIANT ENERGY	2651 170th St Runway lights	197.35
001.2080.5776.000	NEW CENTURY FS INC	Airport concrete pads for LP tanks	420.00
001.2090.5220.000	MARSHALLTOWN WATER WORKS	LANDFILL BILLS	264.70
001.4010.5342.000	STONE SANITATION	Library July services	115.56
001.4010.5342.000	GREAT WESTERN BANK	shredding services on 3-23-2021	48.15
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - Library 10 hrs/mo	633.13
001.4010.5450.000	CENTURYLINK	Library Analog Backup Lines	81.10
001.4010.5450.000	GREAT WESTERN BANK	Sarah's cell phone	33.52
001.4010.5450.000	GREAT WESTERN BANK	internet	310.09
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	92.08
001.4010.5600.000	GREAT WESTERN BANK	operating supplies - outdoor misting fan	129.99
001.4010.5600.000	GREAT WESTERN BANK	operating supplies - hand soap refill	38.66
001.4010.5600.000	GREAT WESTERN BANK	supplies - floral tape for pens	8.99
001.4010.5600.000	GREAT WESTERN BANK	operating supplies - paper towels, trash can	46.91
001.4010.5601.000	GREAT WESTERN BANK	youth program	8.09
001.4010.5605.000	GREAT WESTERN BANK	office supplies - rubber bands	17.52
001.4010.5605.000	GREAT WESTERN BANK	office supplies - bottled water	42.45
001.4010.5718.000	GREAT WESTERN BANK	operating supplies - outdoor utility wagon	109.46
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Book	15.99
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Book	7.63
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Book	65.96
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	13.00
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	25.50

001.4010.5732.000	GREAT WESTERN BANK	juvenile books	21.60
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	18.34
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	33.70
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	5.25
001.4010.5732.000	GREAT WESTERN BANK	spanish books	38.23
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	8.13
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	12.85
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	7.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	231.71
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	10.39
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	10.69
001.4030.4875.000	ALLIANT ENERGY	sales tax credits April	(2.16)
001.4030.4875.000	ALLIANT ENERGY	regional transmission service credit	(30.79)
001.4030.4875.000	ALLIANT ENERGY	regional transmission service credit	(30.79)
001.4030.5132.000	ADLAND ENGRAVING CO INC	Parks employee shirts	194.25
001.4030.5230.000	Bolton & Menk Inc	architect	450.00
001.4030.5342.000	MARSHALL COUNTY LANDFILL	Parks garbage	25.50
001.4030.5342.000	STONE SANITATION	dump rearload	200.00
001.4030.5342.000	STONE SANITATION	All park barrels	848.58
001.4030.5342.000	STONE SANITATION	Park roll offsf	1,326.14
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	Portable toilet rentals 7/20-8/19	235.00
001.4030.5386.000	Atcher, Robert	July	1,865.00
001.4030.5386.000	Atcher, Robert	June	2,660.00
001.4030.5386.000	DIRT TO TURF	Parks contract mowings	1,370.00
001.4030.5386.000	KIWANIS CLUB PM	July contract Park mowings	660.00
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	39.11
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	16.52
001.4030.5481.000	ALLIANT ENERGY	915 S 4th Ave Anson Park-5/20-6/21	28.23
001.4030.5481.000	ALLIANT ENERGY	915 S 4th Ave Anson Park-6/21-7/21	25.72
001.4030.5481.000	ALLIANT ENERGY	Highland Acres Rd-6/23-7/22	22.65
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD-5/20-6/23	26.34
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	15.01
001.4030.5481.000	ALLIANT ENERGY	220 N 13th St Rest room	56.89
001.4030.5481.000	ALLIANT ENERGY	N 13th St	81.51
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	45.21
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	53.28
001.4030.5483.000	MARSHALLTOWN WATER WORKS	S Center & Cherry St auto median waterer	83.35
001.4030.5565.000	GREAT WESTERN BANK	Tire repair	15.00
001.4030.5565.000	GREAT WESTERN BANK	Tire	80.00
001.4030.5565.000	GREAT WESTERN BANK	Tire & tube	110.00
001.4030.5570.000	GREAT WESTERN BANK	Fuel Truck	122.25
001.4030.5600.000	MIDLAND CONCRETE PRODUCTS	Parks dept natural flagstone	207.09
001.4030.5600.000	GREAT WESTERN BANK	Korky Saver Flappe	5.97
001.4030.5600.000	GREAT WESTERN BANK	Clamp, funnel, spout, rope, block	55.86
001.4030.5605.000	GREAT WESTERN BANK	Magnetic Dry Erase Board	31.89
001.4030.5611.000	DIAMOND VOGEL PAINTS	Parks dept permacryl paint	93.96
001.4030.5718.000	GREAT WESTERN BANK	Parks universal replacement motor	61.98
001.4030.5718.000	GREAT WESTERN BANK	Backpack Sprayer	119.95
001.4030.5980.000	Demro, Sally	Log cabin rental cancellation	45.00
001.4030.5980.000	Giannetto, Tony	Riverview Park bldg rental cancellation	80.00
001.4040.5280.000	GREAT WESTERN BANK	Monthly service	14.99
001.4040.5358.000	WICKHAM, MICHAEL L	classes 7/20-8/24/21	510.00
001.4040.5613.000	IOWA PARKS & RECREATION ASSN	May/ June/ July consignment ticket program	20.00
001.4040.5613.000	IOWA PARKS & RECREATION ASSN	May/ June/ July consignment ticket program	579.50
001.4040.5980.000	Buffington, Darci	Summer blast camp cancellation	90.00
001.4040.5980.000	Johnson, Adam	Summer blast day camp cancellation	90.00
001.4040.5980.000	Huerta, Ana	unattended Summer Blast trip	25.00
001.4041.5280.000	GREAT WESTERN BANK	Background Checks	168.00
001.4041.5357.000	HYVEE ACCOUNTS RECEIVABLE	Summer Blast food	8.76

001.4041.5357.000	GREAT WESTERN BANK	Admission	825.00
001.4041.5357.000	GREAT WESTERN BANK	Admission	594.00
001.4041.5357.000	GREAT WESTERN BANK	Admission	128.06
001.4041.5357.000	GREAT WESTERN BANK	Admission	273.92
001.4041.5357.000	GREAT WESTERN BANK	Admission	385.00
001.4041.5600.000	GREAT WESTERN BANK	Snacks	148.62
001.4041.5600.000	GREAT WESTERN BANK	Snacks	166.73
001.4041.5600.000	GREAT WESTERN BANK	Snacks	191.98
001.4041.5601.000	HYVEE ACCOUNTS RECEIVABLE	Summer blast food	3.85
001.4041.5601.000	HYVEE ACCOUNTS RECEIVABLE	Candy for Summer Blast	53.65
001.4041.5601.000	HYVEE ACCOUNTS RECEIVABLE	Summer Blast grocery supplies	13.02
001.4041.5601.000	GREAT WESTERN BANK	24 Hour Wrist bands	233.12
001.4041.5601.000	GREAT WESTERN BANK	Supplies	300.75
001.4041.5601.000	GREAT WESTERN BANK	Supplies	238.88
001.4041.5601.000	GREAT WESTERN BANK	Paint	46.93
001.4041.5601.000	GREAT WESTERN BANK	Craft supplies	104.57
001.4041.5601.000	GREAT WESTERN BANK	Craft supplies	104.57
001.4041.5601.000	GREAT WESTERN BANK	Supplies	172.52
001.4041.5601.000	GREAT WESTERN BANK	Snacks	206.95
001.4041.5601.000	GREAT WESTERN BANK	Snacks	206.94
001.4041.5601.000	GREAT WESTERN BANK	Snacks	206.94
001.4041.5601.000	GREAT WESTERN BANK	3 Hammock Camping Chairs	77.97
001.4041.5601.000	GREAT WESTERN BANK	Supplies	351.82
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	May and June contract mowings	1,350.00
001.4045.5481.000	ALLIANT ENERGY	Aquatic Center	9,024.95
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	2,250.51
001.4045.5600.000	GREAT WESTERN BANK	Soap	87.20
001.4045.5600.000	GREAT WESTERN BANK	Soap	102.04
001.4045.5600.000	GREAT WESTERN BANK	Pool supplies	193.58
001.4045.5600.000	GREAT WESTERN BANK	Datacard printer cards	34.99
001.4045.5607.000	GREAT WESTERN BANK	Muriatic acid & plunger caddy	39.94
001.4045.5718.000	Marco Holdings LLC	Aquatic Center phones Mitel IP phones	133.51
001.4045.5718.000	GREAT WESTERN BANK	Datacard printer, ribbon & cards	1,067.01
001.4045.5718.000	GREAT WESTERN BANK	Door stops & drillbits	96.92
001.4060.5331.000	FISHER COMMUNITY CENTER	August 2021	8,333.33
001.4065.5600.000	GREAT WESTERN BANK	Coliseum filters	260.13
001.4065.5718.000	GREAT WESTERN BANK	Poly Box Truck	376.38
001.5020.5331.000	MARSHALLTOWN CBD INC	Res 2020-323 Annual Main St program	35,000.00
001.5040.5360.000	GREAT WESTERN BANK	POSTAGE	55.00
001.6011.5331.000	GREAT WESTERN BANK	GoTo Meeting	14.00
001.6012.5280.000	GREAT WESTERN BANK	ICMA membership	1,400.00
001.6012.5280.000	GREAT WESTERN BANK	IACMA 2021-2022 dues	300.00
001.6012.5460.000	GREAT WESTERN BANK	Summer conference	155.00
001.6020.5230.000	American Legal Publishing Corp	supplemental editing pages	265.00
001.6020.5344.000	RICOH USA INC	City Clerk BW copies	40.54
001.6020.5344.000	RICOH USA INC	City Clerk color copies	140.92
001.6020.5464.000	HUNTER, ALICIA M	lunch per diem	8.00
001.6020.5472.000	HUNTER, ALICIA M	mileage	122.62
001.6021.5230.000	SPEER FINANCIAL,INC.	FY20 continuing disclosure & filing fee	400.00
001.6021.5472.000	STEINER, DIANA E	Public speaking conference mileage	63.96
001.6021.5605.000	GREAT WESTERN BANK	printer cartridges	78.29
001.6025.5605.000	GREAT WESTERN BANK	heavy duty date stamp	27.95
001.6040.5236.000	AHLERS & COONEY	labor relations	25.00
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City Hall	60.00
001.6050.5342.000	STONE SANITATION	City Hall	118.78
001.6051.5611.000	GREAT WESTERN BANK	toilet repair parts	68.96
001.6051.5611.000	GREAT WESTERN BANK	toilet repair parts	(11.21)
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours 50/month	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	375.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	OpenDNS Ent Monthly subscription-Website security	313.50
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	116.40

001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/Virus email filtering	75.00
030.1050.5750.000	FIRE SAFETY USA INC	Fire Hose	15,500.00
030.4030.5342.000	BOULDER CONTRACTING LLC	Timber Creek Ped Bridget 5/12-6/28	4,177.25
030.5900.5750.000	GREAT WESTERN BANK	special events trailer wheel clocks	48.09
030.5900.5750.000	GREAT WESTERN BANK	special events trailer wheel clocks	27.35
032.1050.5703.000	BDH INFORMATION TECHNOLOGY LLC	Wireless routers for new Fire trucks	2,418.24
032.1050.5703.000	Witmer Public Safety Group Inc	Fire Dept mounting brackets	2,220.03
032.1050.5718.000	Witmer Public Safety Group Inc	Fire truck tool and SCBA mounting brackets	376.00
032.1050.5718.000	Witmer Public Safety Group Inc	Fire truck tool and SCBA bracket	233.18
032.1050.5718.000	Witmer Public Safety Group Inc	Fire truck tool and SCBA mounting brackets	140.99
032.1050.5750.000	ULINE	large fire extinguisher mounting brackets	357.51
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	100.35
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	100.35
110.2010.5132.000	NAPA AUTO PARTS	Street dept gloves	3.74
110.2010.5230.000	Bolton & Menk Inc	RAISE Grant Application Services	20,256.00
110.2010.5342.000	STONE SANITATION	Street Dept	118.78
110.2010.5342.000	ARAMARK UNIFORM SERVICES INC	mat service	57.81
110.2010.5342.000	SAFETY KLEEN SYSTEMS INC	parts washers service-solvent	160.00
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veam & Recovery PW	19.40
110.2010.5380.000	AIRGAS USA, LLC	cylinder rentals	55.01
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	May and June contract mowings	1,935.00
110.2010.5386.000	DIRT TO TURF	Parks contract mowings	710.00
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	Street dept loader tire	299.20
110.2010.5450.000	CENTURYLINK	PW Analog 752-4388	48.66
110.2010.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN REGIONAL TRANSMISSION	(30.79)
110.2010.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN-4/20-5/18	82.04
110.2010.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN 4/20-5/18 correction	(167.65)
110.2010.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN-6/20-7/20	100.66
110.2010.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN-5/18-6/20	107.40
110.2010.5489.000	CITY LAUNDERING COMPANY	Street dept., eyewash, lens wipes	51.64
110.2010.5565.000	CENTRAL IOWA FARM STORE INC	parts for paint striper carbourater	79.31
110.2010.5565.000	MCATEE TIRE SALES & SERVICE INC	Street dept loader tire	12.95
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street dept #79 cabin air filter	19.05
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street dept #73 filters	84.19
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street dept 74 - cabin air filter	19.05
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Hi Power V-belts	99.96
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street #66 Hi power v-belt	25.25
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street #66 Hi Power v-belts	50.50
110.2010.5565.000	MURPHY TRACTOR & EQUIPMENT CO	John Deere 544JK repair articulation pins/bushings	5,960.40
110.2010.5565.000	MURPHY TRACTOR & EQUIPMENT CO	John Deere 544JK repair articulation pins/bushings	2,637.21
110.2010.5570.000	GREAT WESTERN BANK	non alcohol gas for small machinery	181.45
110.2010.5600.000	THEISENS SUPPLY INC	Street dept herbicide	31.99
110.2010.5600.000	THEISENS SUPPLY INC	Street dept hooks and slots	10.68
110.2010.5600.000	MENARDS	1 gallon tank sprayer and penetrating catalysts	49.91
110.2010.5600.000	GREAT WESTERN BANK	fire extinguisher, holder, rails	470.80
110.2010.5611.000	Iowa Hometown Security INC	PW Bldg Nitrogen dioxide detectors	5,499.81
110.2010.5617.000	CONCRETE INC	508 Thomas Dr	780.50
110.2010.5617.000	CONCRETE INC	508 Thomas Dr	256.50
110.2010.5618.000	BITUMINOUS MATERIALS & SUPPLY LI	emulsified asphalt	382.54
110.2010.5620.000	MARTIN MARIETTA MATERIALS	Street dept crush rock	318.54
110.2010.5626.000	IOWA PRISON INDUSTRIES	HDW washers 3/8 x 7/8	60.00
110.2010.5628.000	MENARDS	material to build sidewalk stencils	131.00
110.2012.5349.000	CALHOUN-BURNS AND ASSOCIATES, IT	2021 Bridge Inspection 6/20-7/17	2,524.10
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	40.54
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	29.77
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	37.51
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	35.22
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	36.05
110.2030.5481.000	ALLIANT ENERGY	regional transmission service credit	(30.79)
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light 5/24-6/23	28.03
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light 6/23-7/26	31.38

110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	38.75
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	18,529.02
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	126.70
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	57.94
110.2030.5600.000	GREAT WESTERN BANK	Battery and light bulbs	114.76
110.2030.5600.000	GREAT WESTERN BANK	black spray paint	19.28
110.2030.5600.000	GREAT WESTERN BANK	metal spray and grit sanding discs	20.95
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	42.22
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	42.22
110.2040.5450.000	FIRSTNET-AT&T Mobility	691-8546 Utility cellphone	59.90
110.2040.5450.000	FIRSTNET-AT&T Mobility	750-1652 Electrical inspections	30.18
110.2040.5450.000	FIRSTNET-AT&T Mobility	691-1055 Utility dept jetpak	41.27
110.2040.5481.000	ALLIANT ENERGY	E Anson St Cnr 3rd Ave-overpaid 4/22-5/20	(54.67)
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 3RD AVE 6/22-7/21	61.23
110.2040.5481.000	ALLIANT ENERGY	E Anson St Cnr 3rd Ave 5/20-6/22	68.24
110.2040.5481.000	ALLIANT ENERGY	regional transmission service credit	(30.79)
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	74.64
110.2040.5481.000	ALLIANT ENERGY	S 1ST AVE & E ANSON	65.49
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	37.85
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	37.06
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	42.64
110.2040.5565.000	GREAT WESTERN BANK	Utility Dept vehicle tires	319.90
110.2040.5565.000	GREAT WESTERN BANK	Utility Dept vehicle tires	319.91
110.2040.5565.000	GREAT WESTERN BANK	Utility Dept vehicle tires	319.91
110.2040.5565.000	GREAT WESTERN BANK	tire bead breaker	109.00
110.2040.5565.000	GREAT WESTERN BANK	tire change tank	68.15
110.2040.5600.000	GREAT WESTERN BANK	clevis hangar	12.19
110.2040.5600.000	GREAT WESTERN BANK	36 steel road	3.47
110.2040.5600.000	GREAT WESTERN BANK	ladder truck rope and paint	33.46
110.2040.5718.000	GREAT WESTERN BANK	Utility Step ladder	123.58
110.2040.5718.000	GREAT WESTERN BANK	1/2 HP Hand Pump	119.96
110.2060.5230.000	Bolton & Menk Inc	specialists	3,060.00
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veaaam & Recovery PW	19.40
110.2060.5410.000	Stephanies Auto Detailing	remove spray paint from truck	200.00
110.2060.5450.000	FIRSTNET-AT&T Mobility	751-6094 Engineering Bateman cellphone	44.90
110.2060.5450.000	FIRSTNET-AT&T Mobility	750-5929 Engineering Justin cellphone	44.90
110.2060.5450.000	FIRSTNET-AT&T Mobility	351-2550 Engineering GPS	41.27
110.2060.5450.000	FIRSTNET-AT&T Mobility	Public Works ipads, cell services, jetpacks	412.70
110.2060.5450.000	VERIZON WIRELESS	Justin cell phones	93.71
121.5040.5230.000	Kendig Keast Collaborative	Zoning Ordinance Rewrite 6/30	6,397.00
121.5040.5230.000	Kendig Keast Collaborative	Zoning Ordinance Rewrite 7/31	8,798.75
130.1010.5410.000	Pro-Line Bldgs	Impound bldg extra derecho damage repairs	505.00
130.2010.5410.000	HANNAM AUTOMOTIVE LLC	insurance paid tax 2020 Silverado	268.27
130.2030.5600.000	CRESCENT ELECTRIC SUPPLY CO	Pole & fixture by Farmers bank	8,364.71
130.4030.5342.000	Nagle Signs Inc	Remove/ Reinstall inner softball scoreboard	6,516.51
130.4030.5342.000	Nagle Signs Inc	Remove/ Reinstall outer softball scoreboards	6,516.51
130.4030.5342.000	Nagle Signs Inc	Remove/ Reinstall middle softball scoreboard	2,476.14
140.4030.5450.000	GREAT WESTERN BANK	Internet	129.95
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	1,170.67
142.4030.5562.000	GREAT WESTERN BANK	White Caulk	13.40
142.4030.5611.000	GREAT WESTERN BANK	Door - prehung	227.00
142.4030.5611.000	GREAT WESTERN BANK	Latch	16.00
149.2010.5342.000	Fischer, Ryan	WIND20004 Derecho Street repair 5/14-7/1	13,297.50
152.1010.5230.000	YSS Grants Billing	Admin Expense	1,359.32
152.1010.5230.000	YSS Grants Billing	Mileage	3.51
152.1010.5230.000	YSS Grants Billing	Cell Phone	90.20
152.1010.5230.000	YSS Grants Billing	Community Advocate- Overtime	555.51
152.1010.5230.000	YSS Grants Billing	Benefits	2,446.88
152.1010.5230.000	YSS Grants Billing	Community Advocate- Regular 5/14-6/30	11,007.11
152.1010.5230.000	YSS Grants Billing	Supervisor	672.13
152.1010.5280.000	GREAT WESTERN BANK	GOTO MEETING SUBSCRIPTION	16.00

153.1010.5600.000	GREAT WESTERN BANK	DONATED HOSPITALITY	11.36
153.1010.5600.000	GREAT WESTERN BANK	K9 OFFICER SUPPLIES	123.00
153.1010.5600.000	GREAT WESTERN BANK	K9 OFFICER SUPPLIES	330.60
153.1010.5601.000	GREAT WESTERN BANK	CAR SEAT FOR SAFETY EVENT	748.29
156.1050.5718.000	GREAT WESTERN BANK	UTV HELMETS	63.98
170.4010.5601.000	GREAT WESTERN BANK	program supply - bookmobile test drive	85.13
170.4010.5732.000	GREAT WESTERN BANK	gift - juvenile books	39.95
170.4010.5732.000	GREAT WESTERN BANK	gift - juvenile books	28.00
170.4010.5734.000	GREAT WESTERN BANK	memorial books	34.57
170.4010.5734.000	GREAT WESTERN BANK	memorial books - child	55.42
184.5030.5238.000	Housing & Redev Authority of St Cloud	admin fee80121	42.15
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payments	369.00
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payments	360.00
184.5030.5242.000	HESSENIUS, ROBERT	Housing Assistance Payments	162.00
184.5030.5242.000	HESSENIUS, ROBERT	Housing Assistance Payments	116.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	427.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	750.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	359.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Assistance Payments	159.00
184.5030.5242.000	SCOTT, LESLIE	Housing Assistance Payments	434.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	236.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	176.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	73.00
184.5030.5242.000	Alcala, Rigoberto	Housing Assistance Payments	184.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	322.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	350.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	361.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	321.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	318.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	300.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	281.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	245.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	202.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	168.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	89.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	42.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	328.00
184.5030.5242.000	Barnes, Lonnie	Housing Assistance Payments	217.00
184.5030.5242.000	Barnes, Lonnie	Housing Assistance Payments	318.00
184.5030.5242.000	BJ&J LLC	Housing Assistance Payments	254.00
184.5030.5242.000	Borota, Kent	Housing Assistance Payments	322.00
184.5030.5242.000	Borota, Kent	Housing Assistance Payments	270.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING AS'	Housing Assistance Payments	134.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING AS'	Housing Assistance Payments	625.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING AS'	Housing Assistance Payments	206.00
184.5030.5242.000	BRODIN, CHRIS	Housing Assistance Payments	132.00
184.5030.5242.000	BROWN, BETTY	Housing Assistance Payments	630.00
184.5030.5242.000	BROWN, BETTY	Housing Assistance Payments	164.00
184.5030.5242.000	BRYNGELSON CORP	Housing Assistance Payments	327.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payments	495.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payments	402.00
184.5030.5242.000	Bunch, John	Housing Assistance Payments	278.00

184.5030.5242.000 Burr, Robert	Housing Assistance Payments	370.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	112.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	92.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	58.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	64.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	77.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	118.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	102.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	96.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV IN	Housing Assistance Payments	102.00
184.5030.5242.000 Charlier, Quinten	Housing Assistance Payments	133.00
184.5030.5242.000 Chedester, James	Housing Assistance Payments	400.00
184.5030.5242.000 CHILTON, Michael	Housing Assistance Payments	450.00
184.5030.5242.000 CMHC Investments LLC	Housing Assistance Payments	247.00
184.5030.5242.000 D & D RENTALS INC	Housing Assistance Payments	488.00
184.5030.5242.000 D & D RENTALS INC	Housing Assistance Payments	460.00
184.5030.5242.000 DC Brown Rentals	Housing Assistance Payments	207.00
184.5030.5242.000 EAKIN, Robert	Housing Assistance Payments	209.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payments	42.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payments	353.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payments	364.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payments	462.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payments	196.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payments	303.00
184.5030.5242.000 Engel, Drew	Housing Assistance Payments	184.00
184.5030.5242.000 EPM Iowa LLC	Housing Assistance Payments	236.00
184.5030.5242.000 EPM Iowa LLC	Housing Assistance Payments	305.00
184.5030.5242.000 ETTER, WILLIAM	Housing Assistance Payments	482.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payments	314.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payments	206.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payments	298.00
184.5030.5242.000 Ferneau, Gary	Housing Assistance Payments	585.00
184.5030.5242.000 FRESE PROPERTIES LLC	Housing Assistance Payments	255.00
184.5030.5242.000 FRESE PROPERTIES LLC	Housing Assistance Payments	243.00
184.5030.5242.000 FRESE PROPERTIES LLC	Housing Assistance Payments	319.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	134.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	137.00
184.5030.5242.000 Gonzales, Gilbert	Housing Assistance Payments	528.00
184.5030.5242.000 GOSSARD MOBILE HOMES INC	Housing Assistance Payments	284.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	111.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	86.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	175.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	291.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	156.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	151.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	136.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	248.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	360.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	336.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	335.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	131.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	516.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	187.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	327.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	324.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	297.00
184.5030.5242.000 GRAY, DENNIS	Housing Assistance Payments	471.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payments	214.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payments	322.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payments	330.00
184.5030.5242.000 HARRIS, TOM	Housing Assistance Payments	324.00

184.5030.5242.000	HATCH, JAMES	Housing Assistance Payments	475.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	172.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	316.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	600.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	316.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	552.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	206.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	145.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	116.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	196.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	105.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	167.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	284.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	402.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	369.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	316.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	89.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	99.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	144.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	175.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	173.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	226.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	227.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	232.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	248.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	248.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	297.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	261.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	294.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	180.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	439.00
184.5030.5242.000	HOBSON, WILLIAM L	Housing Assistance Payments	154.00
184.5030.5242.000	Hodges, Kristin	Housing Assistance Payments	294.00
184.5030.5242.000	Housing & Redev Authority of St Cloud	Housing Assistance Payments	462.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payments	192.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payments	174.00
184.5030.5242.000	Ibarra, Samuel	Housing Assistance Payments	143.00
184.5030.5242.000	JARED, SHEILA	Housing Assistance Payments	162.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payments	370.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payments	247.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payments	180.00
184.5030.5242.000	JDL Rentals Cooperative	Housing Assistance Payments	845.00
184.5030.5242.000	Johnson, Sandra	Housing Assistance Payments	550.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	167.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	117.00
184.5030.5242.000	Klinefelter, Richard J	Housing Assistance Payments	450.00
184.5030.5242.000	KRAMER, Marsha	Housing Assistance Payments	119.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Assistance Payments	249.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Assistance Payments	35.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Housing Assistance Payments	257.00
184.5030.5242.000	LBO INVESTMENTS	Housing Assistance Payments	360.00
184.5030.5242.000	Lopez, Jaime	Housing Assistance Payments	370.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	488.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	486.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	423.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	321.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	272.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	525.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	253.00
184.5030.5242.000	Mansager, Cynthia	Housing Assistance Payments	175.00

184.5030.5242.000	Manship, Wyatt	Housing Assistance Payments	755.00
184.5030.5242.000	Marion Manor 2	Housing Assistance Payments	559.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES	Housing Assistance Payments	394.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES	Housing Assistance Payments	187.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES	Housing Assistance Payments	260.00
184.5030.5242.000	Miller, Phyllis	Housing Assistance Payments	143.00
184.5030.5242.000	Moore, Michelle	Housing Assistance Payments	517.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	211.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	154.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	168.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	232.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	233.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	164.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	204.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	209.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	95.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	138.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	281.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	287.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	287.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	292.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	302.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	307.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	123.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	322.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	163.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	446.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	337.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	278.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	252.00
184.5030.5242.000	MURPHY, Peter	Housing Assistance Payments	188.00
184.5030.5242.000	Nelson, LaNeal	Housing Assistance Payments	303.00
184.5030.5242.000	NELSON, LINDA M & RICKY G	Housing Assistance Payments	307.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payments	159.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payments	148.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	159.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	255.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	252.00
184.5030.5242.000	Optimal Life Services	Housing Assistance Payments	34.00
184.5030.5242.000	PALISADE HOLDING CO	Housing Assistance Payments	143.00
184.5030.5242.000	Pilot Creek Properties	Housing Assistance Payments	152.00
184.5030.5242.000	Pizano, Sergio	Housing Assistance Payments	507.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	309.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	305.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	268.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	228.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	201.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	164.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	243.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	494.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	548.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	663.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	665.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	665.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	691.00
184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payments	720.00
184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payments	65.00
184.5030.5242.000	Ream, AJ	Housing Assistance Payments	415.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	374.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	530.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	530.00

184.5030.5242.000 REED, TONY	Housing Assistance Payments	351.00
184.5030.5242.000 REED, TONY	Housing Assistance Payments	320.00
184.5030.5242.000 REED, TONY	Housing Assistance Payments	248.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	632.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	131.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	660.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	381.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	204.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	675.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	361.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	448.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	526.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	104.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	621.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	243.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	326.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	352.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	605.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	175.00
184.5030.5242.000 Rush, Ryan	Housing Assistance Payments	267.00
184.5030.5242.000 S & E INVESTMENT LLC	Housing Assistance Payments	650.00
184.5030.5242.000 SESKER, RICK	Housing Assistance Payments	182.00
184.5030.5242.000 SPECHT, DEBORAH L	Housing Assistance Payments	164.00
184.5030.5242.000 SPECHT, GREGORY	Housing Assistance Payments	259.00
184.5030.5242.000 Squire, Bert	Housing Assistance Payments	194.00
184.5030.5242.000 SS & R Properties LLC	Housing Assistance Payments	132.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payments	344.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payments	87.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payments	328.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payments	265.00
184.5030.5242.000 SUNRISE APARTMENTS, INC	Housing Assistance Payments	138.00
184.5030.5242.000 SWITZER, TOM	Housing Assistance Payments	555.00
184.5030.5242.000 TITUS, TROY	Housing Assistance Payments	364.00
184.5030.5242.000 Town Apartments Corporation	Housing Assistance Payments	140.00
184.5030.5242.000 Town Apartments Corporation	Housing Assistance Payments	102.00
184.5030.5242.000 Town Apartments Corporation	Housing Assistance Payments	121.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	97.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	241.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	246.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	246.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	298.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	48.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	31.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	403.00
184.5030.5242.000 Van Voorst, Maya	Housing Assistance Payments	261.00
184.5030.5242.000 WEATHERLY, ERIN & BOB	Housing Assistance Payments	520.00
184.5030.5242.000 WEATHERLY, ERIN & BOB	Housing Assistance Payments	434.00
184.5030.5242.000 Worent Inc	Housing Assistance Payments	345.00
184.5030.5242.000 Worent Inc	Housing Assistance Payments	254.00
184.5030.5242.000 Worent Inc	Housing Assistance Payments	182.00
184.5030.5242.000 Zmolek, Mark	Housing Assistance Payments	250.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	265.00
184.5030.5246.000 Aponte, Miguel	Housing Assistance Payments	27.00
184.5030.5246.000 Bierman, Tammy	Housing Assistance Payments	55.00
184.5030.5246.000 Johnson, Alesha	Housing Assistance Payments	31.00
184.5030.5246.000 MANNEH, NANCY	Housing Assistance Payments	43.00
184.5030.5246.000 Marchant, Stephanie	Housing Assistance Payments	7.00
184.5030.5246.000 Mello, Allison	Housing Assistance Payments	29.00
184.5030.5246.000 Moran-Million, Jade	Housing Assistance Payments	33.00
184.5030.5246.000 Saenz, Mary	Housing Assistance Payments	31.00
184.5030.5246.000 Schmudlach, Cody	Housing Assistance Payments	10.00

184.5030.5246.000	Sierra, Glorivy Puente	Housing Assistance Payments	34.00
184.5030.5246.000	Squires, Christina	Housing Assistance Payments	40.00
184.5030.5246.000	Thomas, Earl	Housing Assistance Payments	7.00
184.5030.5246.000	Werner, Jessica	Housing Assistance Payments	13.00
184.5030.5246.000	Wilson, Ranae	Housing Assistance Payments	13.00
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	contract base rate 7/29-8/28/21	48.40
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	9.95
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	221.85
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	200.00
184.5030.5450.000	GREAT WESTERN BANK	TELEPHONE	69.20
184.5030.5460.000	IOWA NAHRO	Annual Conference 9/22-23/2021	375.00
189.3040.5290.000	INDEPENDENT INSURANCE	Pollution liability 8/1/21-8/1/22	3,131.00
189.3040.5360.000	GREAT WESTERN BANK	POSTAGE	110.00
189.3040.5410.000	FEXSTEVE LIMITED CO	544 N 3RD ST 7/29	13,600.00
189.3040.5415.000	FEXSTEVE LIMITED CO	544 N 3RD ST 7/29	8,000.00
189.3040.5433.000	Botello, Eustolia	owner occupied relocation lead hazard program	550.00
189.3040.5460.000	GREAT WESTERN BANK	TRAINING	1,300.00
189.3040.5460.000	GREAT WESTERN BANK	TRAINING	1,300.00
189.3040.5605.000	AIR CHEK, INC	50 Air check kits	482.50
310.2012.5233.000	STANLEY CONSULTANTS INC.	STR21001 S. Center St Bridge 5/2-7/3	60,700.00
311.2012.5233.000	Bolton & Menk Inc	Design	1,085.00
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	APR19001 Airport Hangar Improvements 6/19-7/24	1,485.00
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	APR19001 Airport Hangar Improvements 6/19-7/24	3,741.58
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	airport terminal 6/19-7/24	21,951.40
312.2080.5348.000	Garling Construction Inc	APR19001 Airport Hangar repair period ending 7/16	196,145.15
340.4030.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL17001 Iowa River Trail Summit-Tower 6/19-7/24	678.00
355.1075.5230.000	Tometich Engineering Inc	Building evaluation 21 W Main St	1,800.00
355.1075.5230.000	Veenstra & Kimms Inc	Building inspections 2/14-3/20/21	1,457.20
355.1075.5230.000	Veenstra & Kimms Inc	Building inspections 6/20-7/17/21	890.00
355.1075.5342.000	Tometich Engineering Inc	Building inspection 110 W Main St	522.00
355.1075.5342.000	Tometich Engineering Inc	Building inspectoin 15 S 1st St	612.00
355.1075.5485.000	MARSHALLTOWN WATER WORKS	328 S 3rd Ave storm sewer	20.80
355.1075.5485.000	MARSHALLTOWN WATER WORKS	610 W Nevada St storm sewer	8.00
355.1075.5485.000	MARSHALLTOWN WATER WORKS	330 S 3rd Ave storm sewer	31.20
355.1075.5485.000	MARSHALLTOWN WATER WORKS	102-104 W Main St storm sewer	8.00
355.1075.5485.000	MARSHALLTOWN WATER WORKS	15 S 1st St storm sewer	6.95
355.1075.5485.000	MARSHALLTOWN WATER WORKS	606 E Boone St storm sewer	4.46
355.1075.5485.000	MARSHALLTOWN WATER WORKS	10 W Main St storm sewer	6.95
355.1075.5485.000	MARSHALLTOWN WATER WORKS	105 N 2nd Ave storm sewer	6.16
360.2011.5233.000	CLAPSADDLE GARBER ASSOC INC	SDW20002 Sidewalk Gap Year 2 6/19-7/24	8,068.55
360.4030.5342.000	BOULDER CONTRACTING LLC	PRK20003 Timber Creek Bridge 5/12-6/28	13,767.40
362.2012.5233.000	Bolton & Menk Inc	Professional Services - UPRR Quiet Zone Creation	652.50
381.2011.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL19002 12th Ave Shared Use Path 6/19-7/24	1,058.66
381.2011.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL19002 12th Ave Shared Use Path 6/19-7/24	2,004.10
381.2011.5342.000	Concrete Professionals	TRL19002 12th Ave Sidewalk 3/1-6/30	88,379.59
383.4065.5342.000	A/C Lightning Protection Co, Inc	repair work to cables that tie in, in the alleyway	1,522.00
395.2012.5233.000	CLAPSADDLE GARBER ASSOC INC	ECO21001 Unity Point Secondary Access 6/19-7/17	7,304.25
395.5020.5233.000	McClure Engineering Co	Merle Hibbs Paving Project	5,500.00
395.5020.5233.000	McClure Engineering Co	Final Plat - Merle Hibbs Subdivision	902.44
395.5020.5233.000	McClure Engineering Co	out of pocket expenses	660.00
395.5020.5233.000	McClure Engineering Co	Payment on 913 applied incorrectly	1,097.56
395.5020.5779.000	Wenthold Excavating LLC	ECO19001 E Merle Hibbs Ext Construction	184,867.39
610.8015.5132.000	GREAT WESTERN BANK	EMPLOYEE WORK BOOTS	162.00
610.8015.5132.000	GREAT WESTERN BANK	EMPLOYEE WORK SHOES	126.00
610.8015.5220.000	MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	8,045.43
610.8015.5251.000	GREAT WESTERN BANK	CDL DRIVER'S LICENSE RENEWAL	65.50
610.8015.5280.000	GREAT WESTERN BANK	2021 WW OPERATOR CERTIFICATIONS	360.00
610.8015.5280.000	GREAT WESTERN BANK	collection systems certification	180.00
610.8015.5342.000	STONE SANITATION	Waste Plant	118.78
610.8015.5342.000	STONE SANITATION	July 2021 Grit/Screening removal	1,111.44
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam & recovery WPCP	19.40

610.8015.5351.000	WRH Inc	WPC20001 Final Clarifier Rehab 6/29-7/27	136,223.22
610.8015.5360.000	GREAT WESTERN BANK	SHIP SAMPLE TO KEYSTONE	11.40
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING	July 2021 water softener lease	27.00
610.8015.5386.000	Grewell Lawn & Snow Removal Services LLC	July	750.00
610.8015.5410.000	GREAT WESTERN BANK	MAKE FAN SHAFT FOR CAT132	178.75
610.8015.5441.000	TREASURER ST OF IOWA	Sales Use tax	13,479.00
610.8015.5441.000	TREASURER ST OF IOWA	Sales Use tax	2,246.00
610.8015.5450.000	CENTURYLINK	WPCP Backup Analog 752-9779	81.10
610.8015.5450.000	FIRSTNET-AT&T Mobility	751-0319 WPCP Greazel	59.90
610.8015.5450.000	FIRSTNET-AT&T Mobility	750-0174 WPCP operator line	44.90
610.8015.5450.000	GREAT WESTERN BANK	JULY 2021 MEDIACOM ONLINE	75.00
610.8015.5570.000	GREAT WESTERN BANK	FUEL TANK NO ETHANOL	173.17
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	Mobil DTE light	1,177.00
610.8015.5600.000	JCI Industries Inc	Lime silo slurry pump hose	2,836.60
610.8015.5600.000	GREAT WESTERN BANK	belt clip holster and phone cover	22.76
610.8015.5600.000	GREAT WESTERN BANK	BALLASTS	111.80
610.8015.5600.000	GREAT WESTERN BANK	NOZZLES,EAR PLUGS,SFTY GLASSES	184.47
610.8015.5600.000	GREAT WESTERN BANK	V-BELTS	20.78
610.8015.5600.000	GREAT WESTERN BANK	DRUM PUMP	77.62
610.8015.5600.000	GREAT WESTERN BANK	CHEMICAL RESISTANT GLOVES	29.88
610.8015.5600.000	GREAT WESTERN BANK	TRIMMER LINE	16.00
610.8015.5600.000	GREAT WESTERN BANK	WPCP PLUMBING SUPPLIES	67.24
610.8015.5600.000	GREAT WESTERN BANK	OPERATING & CLEANING SUPPLIES	83.54
610.8015.5600.000	GREAT WESTERN BANK	WPCP CLEANING & LAUNDRY SUPP.	118.06
610.8015.5600.000	GREAT WESTERN BANK	WPCP OPERATING SUPPLIES	43.94
610.8015.5600.000	GREAT WESTERN BANK	E30 ELEMENT HOFFMAN BLWR #3	433.38
610.8015.5600.000	GREAT WESTERN BANK	CAT132 VENT FAN BEARINGS	184.64
610.8015.5600.000	GREAT WESTERN BANK	HOFFMAN BLOWERS 3-4 COUPLINGS	638.92
610.8015.5600.000	GREAT WESTERN BANK	HYDRANT, PLUMBING SUPPLIES	219.42
610.8015.5600.000	GREAT WESTERN BANK	WPCP LAWN SUPPLIES	237.93
610.8015.5600.000	GREAT WESTERN BANK	WPCP LAWN SUPPLIES	195.94
610.8015.5600.000	GREAT WESTERN BANK	WPCP OPERATING SUPPLIES	27.45
610.8015.5603.000	Eurofins TestAmerica	lab analysis- Ecoli	88.20
610.8015.5603.000	KEYSTONE LAB INC	lab analysis - dig #3	64.00
610.8015.5605.000	GREAT WESTERN BANK	WPCP OFFICE SUPPLIES	88.98
610.8015.5605.000	GREAT WESTERN BANK	WPCP OFFICE SUPPLIES	205.49
610.8015.5605.000	GREAT WESTERN BANK	WPCP OFFICE SUPPLIES	18.28
610.8015.5750.000	NIKKEL & ASSOCIATES INC	PCP Voltage Conversion Upgrade Plan-It PLT4500151	4,733.00
610.8015.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	WPCP Performance Edge Project	8,689.16
610.8015.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge repayment with Alliant Energy	8,698.40
610.8015.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	WPCP Performance Edge project	18.41
610.8015.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge repayment with Alliant Energy	9.17
610.8015.5980.000	Tietje, Stephanie	Sewer refund.Original check issued was not cashed-	93.94
610.8015.5980.000	Maldonado, Ruben	sewer refund 2021-pool	38.68
610.8015.5980.000	McClure, Rose	sewer refund 2021- pool	31.33
610.8015.5980.000	Shetler, Brandon	sewer refund 2021- sod	40.04
610.8016.5450.000	FIRSTNET-AT&T Mobility	651-2401 Sewer Dept jetpak	24.76
610.8016.5450.000	FIRSTNET-AT&T Mobility	351-2794 Sewer Dept GPS	24.76
610.8016.5481.000	ALLIANT ENERGY	S 2nd St cnr Player	306.62
610.8016.5481.000	ALLIANT ENERGY	N 22nd St	122.45
610.8016.5600.000	MCATEE TIRE SALES & SERVICE INC	Sewer dept Ranger tire repair	18.00
610.8016.5600.000	THEISENS SUPPLY INC	quikrete mortar mix	17.96
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	27.89
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	27.89
690.8050.5210.000	Trending Media Inc	Transit radio advertising	40.00
690.8050.5210.000	Trending Media Inc	Transit radio advertising	7.00
690.8050.5210.000	Trending Media Inc	Transit radio advertising	49.00
690.8050.5342.000	GREAT WESTERN BANK	Transit GPS service	252.00
690.8050.5360.000	GREAT WESTERN BANK	commercial mailing	28.39
690.8050.5450.000	CENTURYLINK	PW Analog 752-4388	32.44
690.8050.5565.000	GILLIG LLC	Transit shield	42.63

690.8050.5565.000	GILLIG LLC	Transit bus isolator	62.10
690.8050.5565.000	GILLIG LLC	Transit bus bracket	53.33
690.8050.5565.000	Trending Media Inc	Transit radio advertising	200.00
690.8050.5565.000	FASTENAL COMPANY	Transit bus part	3.50
690.8050.5565.000	FASTENAL COMPANY	Transit dept drill set, bolts and washers	34.01
690.8050.5565.000	FASTENAL COMPANY	Transit bus spiral point plug taps	27.00
690.8050.5565.000	NAPA AUTO PARTS	Transit bus antenna	18.49
690.8050.5565.000	GREAT WESTERN BANK	bus radio and mouting	90.96
690.8050.5565.000	GREAT WESTERN BANK	steel pan head screws	6.99
690.8050.5611.000	Iowa Hometown Security INC	PW Bldg Nitrogen dioxide detectors	3,142.76
690.8050.5718.000	FASTENAL COMPANY	Transit dept drill set and bolts	156.58
690.8050.5718.000	GREAT WESTERN BANK	impact bits	17.15
690.8050.5718.000	GREAT WESTERN BANK	wrench set and pocket driver	115.99
740.8065.5220.000	MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	258.15
740.8065.5230.000	Bolton & Menk Inc	General Engineering 1/23-2/19/21	315.00
740.8065.5233.000	STANLEY CONSULTANTS INC.	Riverview Park Storm Water Improvements thru 7/3	486.50
740.8065.5450.000	FIRSTNET-AT&T Mobility	651-2401 Sewer Dept jetpak	16.51
740.8065.5450.000	FIRSTNET-AT&T Mobility	351-2794 Sewer Dept GPS	16.51
740.8065.5600.000	MCATEE TIRE SALES & SERVICE INC	Sewer dept Ranger tire repair	12.00
740.8065.5600.000	THEISENS SUPPLY INC	quikrete mortar mix	11.98
740.8065.5600.000	CONCRETE INC	Lily Lane	133.47
740.8065.5600.000	GREAT WESTERN BANK	belt clip holster and phone cover	15.18
740.8067.5386.000	DIRT TO TURF	Parks contract mowings	530.00
760.8080.5600.000	HYVEE ACCOUNTS RECEIVABLE	Bleach and glass cleaner	16.39
760.8080.5600.000	HYVEE ACCOUNTS RECEIVABLE	Clorax	11.98
760.8080.5600.000	HYVEE ACCOUNTS RECEIVABLE	Resale supplies	16.74
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Swim diapers & hot dog buns	37.38
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Resale product	12.78
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Resale products	19.75
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center hot dog buns	9.24
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	23.28
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Resale products - hot dog buns	18.48
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Resale products - cups	14.94
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Concession supplies	19.60
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products - cups	14.94
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	resale products	9.98
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic Center spoons, tongs, resale products	15.20
760.8080.5608.000	GREAT WESTERN BANK	Concession resale products	137.85
760.8080.5608.000	GREAT WESTERN BANK	Concession resale products	25.38
760.8080.5608.000	GREAT WESTERN BANK	Concession resale products	585.58
760.8080.5718.000	GREAT WESTERN BANK	Concession Supplies	659.00
760.8080.5718.000	GREAT WESTERN BANK	Pizza Oven	299.99
881.1010.5230.000	BERNIE LOWE & ASSOC Inc	June paid medical claims	106.25
881.1010.5339.000	BERNIE LOWE & ASSOC Inc	June paid medical claims	538.01
881.1010.5339.000	Hunter Lane LLC	July 1-15 paid claims	20.87
881.1050.5230.000	BERNIE LOWE & ASSOC Inc	June paid medical claims	8.04
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	June paid medical claims	183.84
881.1050.5339.000	Hunter Lane LLC	July 1-15 paid claims	628.91
884.7010.5230.000	BERNIE LOWE & ASSOCIATES, INC	consulting fee 2/1/21-2/1/22 JUNE	391.55
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	August insurance premium	6,864.01
910.1010.5114.000	GOODING, BETTY	August 2021	876.61
951.1520.010	TREASURER ST OF IOWA	Sales Use tax	2,446.00
951.1520.020	TREASURER ST OF IOWA	Sales Use tax	407.00
951.1520.030	TREASURER ST OF IOWA	WET tax April-June	36.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	29,945.93
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	13,986.13
999.1102.000	TREASURER STATE OF IOWA	ROUNDING	(0.02)
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	13,303.31
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	5,716.71
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	32,316.74
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	4,918.68

999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	9,806.14
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	4,088.84
999.1111.000	IMWCA	installment 2:7	7,788.00
999.1121.000	American Education Services	ACCOUNT #6481652230	64.41
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	423.86
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	461.53
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	313.84
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	102.11
999.1121.000	Family Support Payment Center	CHILD SUPPORT	152.31
999.1125.000	FIDELITY SECURITY LIFE INSURANCE	VISION INSURANCE	337.06
999.1125.000	FIDELITY SECURITY LIFE INSURANCE	VISION INSURANCE	108.98
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	686.37
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	4,730.60
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	935.10
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	311.52
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	1,025.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	1,336.52
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	900.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	396.24
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	29.26
999.1150.000	ICMA 457-Mission Square Retirement	EMPLOYEE RHS CONTRIBUTION	11,629.44
Payroll	Payroll	Payroll #16	342,221.87
			1,738,749.48

EQUIPMENT PLAN KEY NOTES

[illegible]

101

EQUIPMENT SCHEDULE

	TYPE
1	RESERVE
2	SALES
3	SALES
4	SALES
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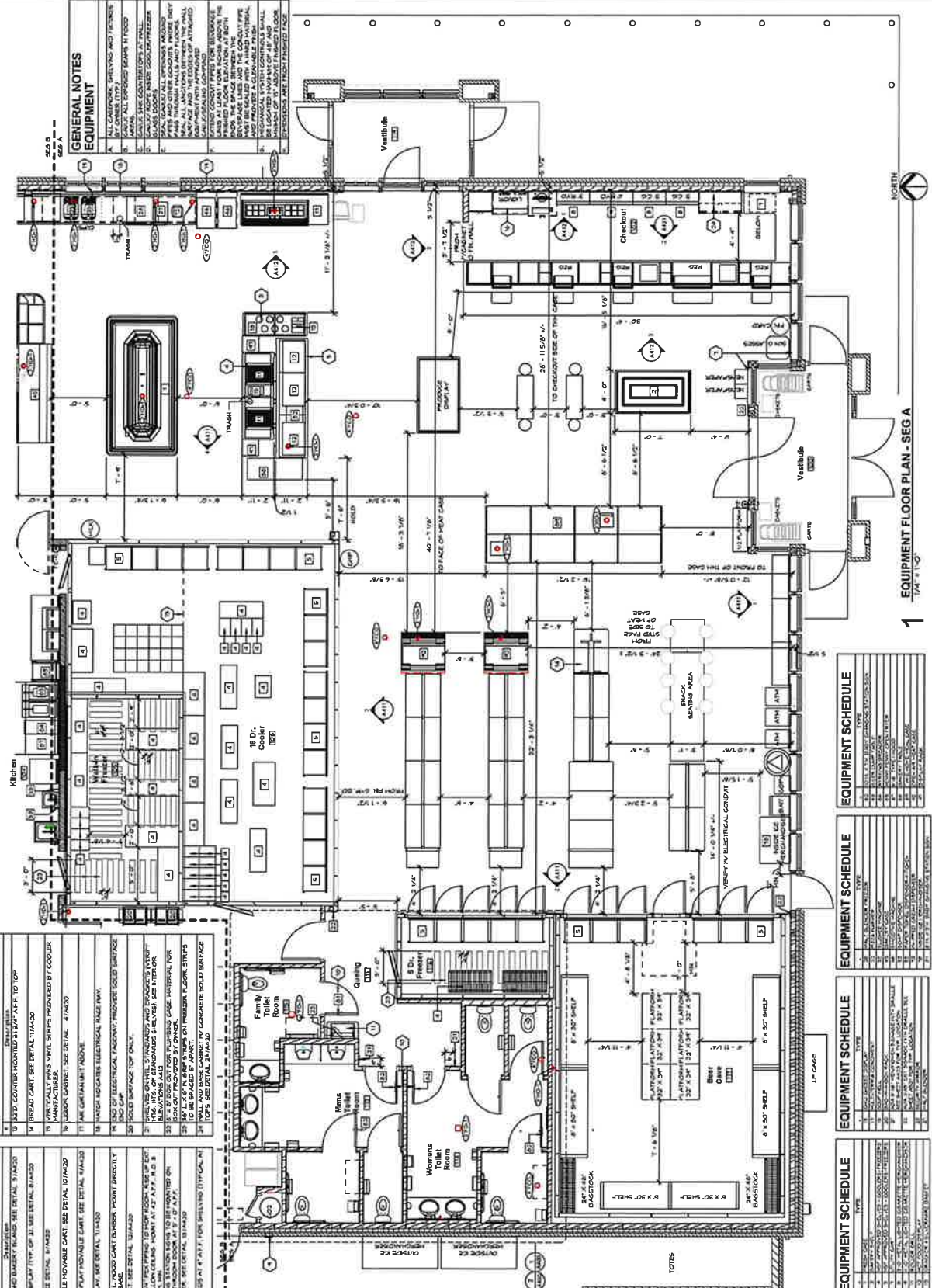
EQUIPMENT SCHEDULE

	TYPE
1	LOW VOLTAGE
2	LOW VOLTAGE
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EQUIPMENT SCHEDULE

	TYPE
1	100% COTTON T-SHIRT
2	100% COTTON T-SHIRT
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100	100% COTTON T-SHIRT

EQUIPMENT SCHEDULE

[illegible]

APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: Brothers Tree Service LLC
 Address of Business: 2513 Heycliff Dr Marshalltown IA 50158
 Business Telephone: (641) 758-1455 - (641) 485-7061
 Owner(s) of Business: Jose A Sanchez Jimenez - Jaime Sanchez
 Home Address of Owners: 2513 Heycliff Dr Home Phone of Owners: (641) 758-1455
2919 Jackie Terrace (641) 485-7061
 If incorporated, is business authorized to transact business in the State Of Iowa? ~~yes~~ N/A
 Sales Tax Number: 86-3946893

If title is a trade name, has such name been registered? yes
 Date of commencement of business: MAY 19 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)
bucket truck	KLY 915	Jaime Sanchez, Jose S
dump trailer	HN 2171	Jaime Sanchez, Jose S
mini skid steer		Jaime, Jose Sanchez
wood chopper		Jaime, Jose Sanchez

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 MAY 12 2021 Insurance Expiration Date MAY 12 2022

*Minimum Insurance Requirements on the back of this application.

Jose A Sanchez Jimenez
 Applicant

Jaime Sanchez
 Co-Applicant

Date: 9/3/21

\$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: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2021

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

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

PRODUCER Independent Insurance Services PO BOX 248 Marshalltown IA 50158	CONTACT NAME: Robin Angstman	FAX (A/C, No): 6417530557	
	PHONE (A/C, No, Ext): 641-752-4618	E-MAIL ADDRESS: Robin.angstman@insurecentraliowa.com	
INSURED Jose Sanchez and Jaime Sanchez 2513 Reyclif Drive Marshalltown IA 50158	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SECURA Insurance, A Mutual Company		22543
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 198183539**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CP3343753	5/12/2021	5/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 4,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A3343754	5/12/2021	5/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Marshalltown 24 N Center Street Marshalltown IA 50158	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Patricia Hageman</i>

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**RESOLUTION ADOPTING SUPPLEMENT 2018-S4 TO THE CODE OF ORDINANCES
OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15020**

WHEREAS, on June, 10, 2019, the City Council, pursuant to Ordinance No. 14983, readopted the Code of Ordinances of the City of Marshalltown, Iowa, in its entirety; and

WHEREAS, since the Adoption of Ordinance 14983, the City Council of the City of Marshalltown, Iowa, has adopted certain ordinances amending the Code of Ordinances and said amendments have been printed as supplements to the Code of Ordinances; and

WHEREAS, Supplement 2018-S1, includes Ordinances through No. 14985; and

WHEREAS, Supplement 2018-S2 includes Ordinances through No. 14995; and

WHEREAS, Supplement 2018-S3 includes Ordinances through 14996; and

WHEREAS, Supplement 2018-S4 includes Ordinances through 15020; and

WHEREAS, Section 380.8 of the Code of Iowa provides that supplements, by resolution, become part of the Code of Ordinances.

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

Section 1. That Supplement No. S4 of the Code of Ordinances, dated May 24, 2021, and filed in the Office of the City Clerk of the City of Marshalltown, Iowa is hereby adopted and becomes part of the Code of Ordinances of the City of Marshalltown, Iowa.

Passed this 9th day of August, 2021, and signed this _____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION DIRECTING THE DISTRIBUTION OF SALE PROCEEDS FROM THE
SALE OF LOTS IN THE VIEJO BLUFFS SUBDIVISION**

WHEREAS, the City of Marshalltown purchased land in 2020 for the construction of the East Merle Hibbs Boulevard extension project; and

WHEREAS, after platting the right-of-way, two lots remained which were remnant parcels not needed by the City; and

WHEREAS, Iowa River Hospice was the successful bidder, resulting in sale proceeds of \$247,700 following the transfer of the property; and

WHEREAS, the City Council has expressed a desire to see the sale proceeds of \$247,700 be designated to the South 7th Avenue extension project as a replacement for Council-designated Local Option Sales Tax;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Finance Director is hereby authorized to deposit the sale proceeds from the sale of lots in the Viejo Bluffs Subdivision into the Economic Development Capital Fund or other fund where project costs will be paid from.

Passed this 9th day of August, 2021 and signed this ____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION SETTING A PUBLIC HEARING TO REVIEW THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FACILITIES AND
SERVICES GRANT PROGRAM APPLICATION FOR MICA**

WHEREAS, the Iowa Economic Development Authority “IEDA” established a CDBG Facilities and Services with a maximum grant award of \$880,000; and

WHEREAS, a public hearing is required to be held prior to the submission of the grant and is proposed for August 23, 2021, at 5:30 PM; 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 Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 23rd day of August 2021, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the proposal to apply for an IEDA Facilities & Services Grant Application in the amount of \$880,000 for the MICA Marshall County services building project at 204 S 1st Ave.

Section 2. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republication, 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 the public hearing

Passed this 9th day of August 2021 and signed this ____ day of August 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

2021-

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE 6TH
STREET SOFTBALL PARKING LOT IMPROVEMENTS PROJECT #PRK21001, A
DECREASE OF \$43,485.95**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., for the labor and material for the 6th Street Softball Parking Lot Improvement Project #PRK21001

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

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

Section 1. That the contract Change Order #3 for the 6th Street Softball Parking Lot Improvement Project, in the decreased amount of \$43,485.95 is hereby accepted and approved.

Passed this 9th day of August 2021, and signed this _____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CHANGE ORDER NO.: 3 (Final)

Owner:	City of Marshalltown	Owner's Project No.:	PLT21001
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	6th Street Softball Parking Lot Improvement		
Contract Name:	Base Bid plus Alternate Bid #1		
Date Issued:	July 21, 2021	Effective Date of Change Order:	August 9, 2021

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

Description:

Reconciliation of Quantities. Final change order.

Attachments:

Summary of changes.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 358,600.84	Original Contract Times: Substantial Completion: July 1, 2021 Ready for final payment: August 1, 2021
[Increase] [Decrease] from previously approved Change Orders No. 1 to No.2: \$ 283,375.44	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 2 Substantial Completion: August 1, 2021 Ready for final payment: September 1, 2021
Contract Price prior to this Change Order: \$ 566,793.65	Contract Times prior to this Change Order: Substantial Completion: August 1, 2021 Ready for final payment: September 1, 2021
[Increase] [Decrease] this Change Order: \$ -43,485.98	[Increase] [Decrease] this Change Order: Substantial Completion: July 20, 2021 Ready for final payment: August 20, 2021
Contract Price incorporating this Change Order: \$ 523,307.67	Contract Times with all approved Change Orders: Substantial Completion: July 20, 2021 Ready for final payment: August 20, 2021

Recommended by Engineer (if required)

By: Jay C. Koch

Title: Civil Engineer II

Date: 7/23/2021

Authorized by Owner

By: _____

Title: Mayor

Date: 8/9/2021

Accepted by Contractor

(Signature)

Vice President

7/22/21

CHANGE ORDER #3 (FINAL) SUMMARY

Project: 6TH STREET SOFTBALL PARKING LOT IMPROVEMENTS

Owner's Project No.: PLT21001

A	B	C	D	E	F	G	H	I	J
Bid Item No.	Description	Contract Information				Work Completed		Item Quantity Change	Value of Change
		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									
1	Excavation, Class 10, Class 12, or Class 13	4,733.00	CY	8.00	\$37,864.00	4,733.00	\$37,864.00	0.00	\$0.00
2	Subgrade Preparation	12,849.00	SY	3.00	\$38,547.00	12,849.00	\$38,547.00	0.00	\$0.00
3	Subgrade Treatment, TriAx Geogrid	12,849.00	SY	3.50	\$44,971.50	12,849.00	\$44,971.50	0.00	\$0.00
4	Subbase, Salvaged	1,785.00	Ton	8.00	\$14,280.00	3,332.28	\$26,658.24	1547.28	\$12,378.24
5	Subbase, Modified	3,706.60	TON	20.00	\$74,132.00	2,159.32	\$43,186.40	-1547.28	-\$30,945.60
6	Compaction Testing	1.53	LS	3,000.00	\$4,590.00	1.53	\$4,590.00	0.00	\$0.00
7	Manhole Adjustment, Minor	5.00	EA	1,800.00	\$9,000.00	4.00	\$7,200.00	-1.00	-\$1,800.00
8	Pavement, PCC, 8" (Manhole Box Outs)	13.90	SY	120.00	\$1,668.00	11.00	\$1,320.00	-2.90	-\$348.00
9	Curb and Gutter, 30" W x 7" D	1,724.00	LF	32.00	\$55,168.00	1,724.00	\$55,168.00	0.00	\$0.00
10	Pavement, HMA	2,141.10	TON	82.50	\$176,640.75	2,295.97	\$189,417.53	154.87	\$12,776.78
11	HMA Pavement Samples and Testing	1.53	LS	1,100.00	\$1,683.00	1.53	\$1,683.00	0.00	\$0.00
12	Milling	11,333.00	SY	4.00	\$45,332.00	11,333.00	\$45,332.00	0.00	\$0.00
13	Pavement Removal	2.80	SY	40.00	\$112.00	2.80	\$112.00	0.00	\$0.00
14	Temporary Traffic Control	1.00	LS	1,000.00	\$1,000.00	1.00	\$1,000.00	0.00	\$0.00
15	Hydraulic Seeding, Fertilizing, and Mulching	8,741.00	SY	3.90	\$34,089.90		\$0.00	-8741.00	-\$34,089.90
16	SWPPP Preparation	1.00	LS	1,700.00	\$1,700.00	1.00	\$1,700.00	0.00	\$0.00
17	SWPPP Management	1.89	LS	2,000.00	\$3,780.00	1.89	\$3,780.00	0.00	\$0.00
18	Silt Fence or Silt Fence Ditch Check	1,063.00	LF	2.50	\$2,657.50	600.00	\$1,500.00	-463.00	-\$1,157.50
19	Construction Survey	1.89	LS	2,500.00	\$4,725.00	1.89	\$4,725.00	0.00	\$0.00
20	Mobilization	1.89	LS	7,700.00	\$14,553.00	1.89	\$14,553.00	0.00	\$0.00
21	Concrete Washout	1.00	LS	300.00	\$300.00		\$0.00		\$0.00
Contract Totals					\$566,793.65		\$523,307.67		-\$43,185.98

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE CON-STRUCT, INC. 6TH STREET SOFTBALL PARKING LOT
PROJECT, BEING PROJECT NO. PLT21001, WITH A FINAL PROJECT COST
IN THE AMOUNT OF \$523,307.67**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 6th Street Softball Parking Lot; and

WHEREAS, said project has been completed by Con-Struct, Inc, 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 6th Street Softball Parking Lot, being project No. PLT21001, 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 Con-Struct, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 9th day of August, 2021 and signed this _____day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: PLT21001
Engineer: City of Marshalltown Engineer's Project No.: PLT21001
Contractor: ConStruct, Inc. Contractor's Project No.:
Project: 6th Street Softball Parking Lot Improvements
Contract Name: Base Bid plus Alternate Bid #1 and Change Order's #1, #2 and #3
Notice Date: July 27, 2021 Effective Date of the Construction Contract: 3/5/2021

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. 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.

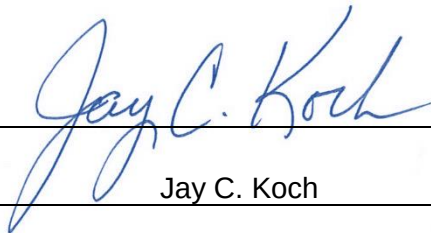
This Notice applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer.

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

Title:

Civil Engineer II

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: PLT21001
Engineer: City of Marshalltown Engineer's Project No.: PLT21001
Contractor: ConStruct, Inc. Contractor's Project No.:
Project: 6th Street Softball Parking Lot Improvements
Contract Name: Base Bid plus Alternate Bid #1 and Change Order's #1, #2 and #3

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

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

6th St. Softball Parking Lot Improvements, Including Base Bid, Alternate Bid #1, Change Orders #1, #2 and #3.

Date of Substantial Completion: **July 20, 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:

Engineer's Notice of Acceptability

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.

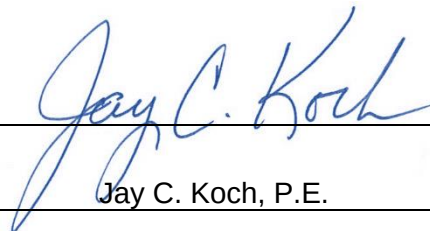
Engineer:

By (signature):

Name

(printed):

Title:



Jay C. Koch, P.E.

Civil Engineer II

**RESOLUTION ORDERING CONSTRUCTION OF THE 2021 CRACK SEALING &
LEVELING PROJECT STR21003, 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 Crack Sealing & Leveling Project No. STR21003, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No STR21003, 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 Crack Sealing & Leveling Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. STR21003, 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 Crack Sealing & Leveling 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 August 23, 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 September 7, 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 September 13, 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 9th day of August, 2021, and signed this _____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

PROJECT LOCATION

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

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

WATER: MARSHALLTOWN WATER WORKS
CONTACT: ZACH MAXFIELD
PHONE: (641) 753-7913

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



INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2-3	PLAN NOTES AND ESTIMATED QUANTITIES
4	LOCATION MAP
5-15	STREET CRACK SEALING AND LEVELING AREAS

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

Name : Jay C. Koch, P.E. Iowa Reg. No. P25428
Signature Jay C. Koch Date 07/29/2021
My registration expires December 31st, 2022
Sheet covered by this seal : ALL

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

Registration No. P25428

**the City of
Marshalltown**

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

Chk' By:	JCK
Proj. No:	STR21
Dwg. No:	2021 CRAG
VP. No:	SEALING COVER
Date:	6/10/21

COVER

2021 STREET CRACK SEALING AND
LEVELING PROJECT
MARSHALL TOWN, IOWA

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND TO PROVIDE ADEQUATE PROTECTION OF POLES, WIRES, CABLES, CONDUITS AND PIPE LINES. THE CONTRACTOR WILL BE LIABLE FOR ANY DAMAGE TO UTILITIES CAUSED BY HIS WORK. SHOULD ANY UTILITIES NEED TO BE ADJUSTED OR MOVED, THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE UTILITY COMPANIES TO PROVIDE AMPLE TIME FOR THE UTILITY COMPANY TO COMPLETE THEIR WORK.

THE CONTRACTOR SHALL PROTECT PRIVATE PROPERTY FROM DAMAGE DURING CONSTRUCTION AND SHALL "HOLD HARMLESS" THE CITY FOR ANY DAMAGE TO EITHER PUBLIC OR PRIVATE PROPERTY OR PERSONAL INJURY CAUSED FROM HIS/HER WORK.

THE CITY RESERVES THE RIGHT TO DETERMINE THE ORDER IN WHICH THE WORK WILL PROCEED. THE CONTRACTOR IS REQUIRED TO SUBMIT A WRITTEN PLAN OUTLINING HIS TRAFFIC CONTROL PLAN, PROPOSED SCHEDULE AND SEQUENCE OF CONSTRUCTION, PRIOR TO BEGINNING THE CONSTRUCTION.

PUBLIC ACCESS: THE CONTRACTOR SHALL EXERCISE REASONABLE MEANS TO MAINTAIN THE CONSTRUCTION AREA OPEN TO LOCAL TRAFFIC FOR ACCESS TO PROPERTY'S ABUTTING THE CONSTRUCTION ZONE. IN ANY EVENT, THE CONSTRUCTION ZONE SHALL BE ACCESSIBLE TO EMERGENCY VEHICLES AT ALL TIMES.

TRANSVERSE CRACK LEVELING FOR HMA PAVEMENTS: TRANSVERSE CRACK LEVELING SHALL BE COMPLETED IN ACCORDANCE WITH IDOT DS-15070, TRANSVERSE CRACK LEVELING FOR HMA PAVEMENTS. LOCATIONS FOR CRACK LEVELING WILL BE DESIGNATED BY THE ENGINEER IN THE FIELD.

CLEANING AND FILLING CRACKS, PAVEMENT MAINTENANCE: ALL JOINTS AND CRACKS IN HMA PAVEMENT SHALL BE CLEANED AND FILLED IN ACCORDANCE WITH IDOT SECTION 2544.

HOT MIX ASPHALT FOR CRACK FILLING: CRACKS WIDER THAN 1" THAT ARE NOT DESIGNATED FOR TRANSVERSE CRACK LEVELING, WILL BE FILLED WITH HMA AS SPECIFIED IN SECTION 2544.

FILLER MATERIAL, MAINTENANCE: FILLER MATERIAL SHALL BE AN EMULSIFIED ASPHALT MEETING THE FOLLOWING REQUIREMENTS FOR CRS-2P or CRS-2 OR ENGINEER APPROVED EQUAL.

TEMPORARY TRAFFIC CONTROL: TRAFFIC CONTROL SHALL COMPLY WITH SUDAS SECTION 8030; AND PART VI OF THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

MOBILIZATION: MOBILIZATION SHALL BE IN ACCORDANCE WITH SUDAS SECTION 11.020.

IDOT Bid Item	SUDAS Bid Item	Description	Quantity	Unit
DS-15070	-	Transverse Crack Cleaning and Sealing	10.76	Mile
DS-15070	-	Transverse Crack Leveling	142,806	LB
2544-1001100	-	Cleaning and Filling Cracks (Pavement Maintenance)	26.52	Mile
2544-1002010	-	Hot Mix Asphalt for Crack Filling	4.10	Ton
2544-1003000	-	Filler Material (Maintenance)	4,900	Gal.
-	8030.01	Temporary Traffic Control	1.0	L.S.
-	11020.01	Mobilization	1.0	L.S.

THE QUANTITIES PROVIDED IN THESE TABLES WERE ASSEMBLED FROM DTIMS DATA RECEIVED FROM THE IOWA DOT IN 2017. THE QUANTITIES MAY VARY IN THE FIELD. ACTUAL QUANTITIES FOR UNIT PRICE BID ITEMS WILL BE MEASURED AND ADJUSTED FOR FINAL PAYMENT.

RoadName	Street Start	Street End	Length	Total Longitudina l Crack Length (Ft)	Total Transverse Crack Length (Ft)	Total Crack Length	Joint Leveling Count	Width (Ft)	Joint Leveling Area (SqYd)
Brentwood Rd.	W Lincoln Way	W Boone St	1,877	263	1,233	1496	0	27	0
Brentwood Terr.	Brentwood Road	NW 169'	1,413	362	3,150	3513	7	29	45
Columbus Dr.	S 2nd St	S Center St	948	249	1,777	2026	1	28	6
Crestview Dr.	W Olive St	S Center St	1,301	723	4,160	4882	24	28	149
Debra Dr.	S 6th St	Westwood Dr	919	219	1,442	1661	2	26	12
E Anson St.	Anson Creek	S. 12th Ave.	2,284	1,487	3,075	4561	8	31	55
E Anson St.	S 12th Ave.	S. 18th Ave.	2,471	922	2,518	3440	4	31	28
E Boone St.	S 3rd Ave	Railroad	2,622	687	2,610	3297	5	26	28
E. Church St.	S 3rd Ave	S 7th Ave	1,757	1,784	4,490	6274	10	31	68
E. High St.	Center St	S 3rd Ave	1,290	153	1,316	1469	4	28	25
E. Lincoln St.	N Center St	N 3rd Ave	1,322	422	2,028	2450	0	28	0
E. Linn St.	S 3rd Ave	S 7th Ave	1,759	1,028	4,945	5973	10	31	69
E. Main St.	18th Ave.	E to Curve	5,085	16	1,076	1092	17	28	106
E. Marion St.	Sharon Ave	N 7th Ave	1,866	769	2,402	3170	11	27	66
E. Nevada St.	S. 4th Ave.	S 18th Ave	5,744	1,024	5,511	6536	62	29	406
Industrial Blvd.	S 12th Ave	S 14th Ave	1,101	320	1,708	2028	8	25	44
Iowa Ave. E.	S Center St	S 18th Ave	7,349	49	2,274	2324	23	24	121
Iowa Ave. W.	Parker Ave	S 6th St	5,254	589	14,432	15020	80	25	444
Iowa Ave. W.	S 6th St	Center St	2,558	118	650	768	48	37	395
Jerome St.	N 9th St	N 3rd St	2,616	1,183	5,645	6828	7	30	46
Lincoln Way	W End	Lincoln Tower Dr	10,837	3,896	12,823	16719	55	24	291
May St.	S 3rd Ave	S 7th Ave	1,790	536	2,959	3495	2	28	12
Meadow Ln.	S 6th St	Center St	2,185	652	2,843	3496	2	26	12
N. 2nd Ave.	E State St	Byron St	449	64	147	211	10	28	62
N. 5th St.	W Main St	W Summit St	1,325	482	2,398	2880	5	28	31
N. 9th St.	Summit St	Jerome St	443	117	450	567	0	30	0
N. 13th St.	W Main St	W Summit St	1,324	716	2,042	2759	5	37	41
N. 16th St.	W Summit St	Raven Spur	661	44	815	859	9	23	46

[illegible]

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

Registration No. P25428



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

Drawn By: JCK
Chk' By: JCK
Proj. No: STR21003
Dwg. No: 2021 CRACK VP. No: SEALING NOTES
Date: 6/10/21

PLAN NOTES AND ESTIMATE OF QUANTITIES

2021 STREET CRACK SEALING AND
LEVELING PROJECT
MARSHALL TOWN, IOWA

NOTES ON BID QUANTITIES

THE QUANTITIES PROVIDED IN THESE TABLES WERE ASSEMBLED FROM DTIMS DATA RECEIVED FROM THE IOWA DOT IN 2017. THE QUANTITIES MAY VARY IN THE FIELD. ACTUAL QUANTITIES FOR UNIT PRICE BID ITEMS WILL BE MEASURED AND ADJUSTED FOR FINAL PAYMENT.

HMA Joint Leveling and Crack Sealing									
May 5, 2021									
STR20001									
RoadName	Street Start	Street End	Length (Ft)	Total Longitudina l Crack Length (Ft)	Total Transverse Crack Length (Ft)	Total Crack Length (FT)	Joint Leveling Count	Width (Ft)	Joint Leveling Area (SqYd)
Nelson Rd.	Highland Acres Rd	Reynolds Rd	1,929	3	1,777	1780	1	26	3
Pleasant View Rd.	S 6th St	E to Cul-de-sac	2,694	289	2,774	3063	4	27	12
Reynolds Rd.	Nelson Rd	Reyclif Dr	1,694	157	1,562	1719	1	27	3
S. 2nd Ave.	E Olive St	E Ferner St	1,973	531	2,434	2965	9	28	28
S. 2nd St.	N of Nicholas Dr	W Southridge Rd	375	169	833	1003	1	28	3
S. 4th St.	Sunset Ln	Meadow Ln	1,080	9	553	562	2	24	5
S. 7th Ave.	E Nevada St	E Main St	1,794	583	2,372	2955	0	25	0
S. 8th Ave.	E Boone St	E Main St	1,343	938	2,012	2950	0	26	0
S. 9th St.	W Nevada St	W Linn St	877	530	1,527	2056	9	28	28
S. 11th St.	W Boone St	W Church St	1,755	120	143	263	5	18	10
S. 12th Ave.	Iowa Ave	E Southridge Rd	4,064	147	5,688	5834	60	24	160
S. 12th Ave.	E Southridge Rd	E Olive St	3,767	1,352	11,272	12624	11	38	46
S. 12th Ave.	E Olive St	E South St	2,334	2,014	10,575	12589	5	37	21
S. 12th Ave.	E South St	E Madison St	3,036	1,985	8,752	10736	6	29	19
S. 12th St.	Prairie Ln	Westwood Dr	3,428	697	1,822	2519	19	25	53
S. 14th St.	Iowa Ave	Rolling Meadows Rd	937	92	1,481	1573	9	28	28
Santa Barbara Dr.	Skyline Dr	Center St	1,137	272	1,627	1899	1	26	3
Skyline Dr.	Pleasantview Rd	Santa Barbara Dr	793	130	1,450	1580	2	26	6
Summit St.	N 21st St	N 9th St	5,463	3,458	18,525	21983	32	29	104
Sunset Ln.	S 6th St	Westwood Dr	1,464	708	4,842	5550	0	27	0
W Anson St.	W End	S 12th St	646	161	190	351	8	28	25
W. Boone St.	Gooding Ln	S 3rd St	4,615	2,052	6,042	8095	14	27	41
W. Church St.	S 13th St	S 9th St	1,926	491	2,081	2572	3	22	7
W. Church St.	S 9th St	S 3rd St	2,592	767	6,834	7601	2	28	6
W. High St.	S 2nd St	S Center St	854	142	795	937	2	26	6
W. Lincoln St.	N 3rd St	N Center St	1,349	154	1,234	1388	0	28	0
W. Linn St.	S 9th St	S 4th St	2,196	1,632	5,000	6633	0	23	0
W. Main St.	N 13th St	N 9th St	1,924	43	1,808	1851	0	48	0
W. Main St.	N 9th St	N 3rd St	2,584	59	2,462	2521	0	48	0
W. Olive St.	S 12th St	S 6th St	3,215	293	1,836	2129	24	27	72
W. Olive St.	S 6th St	S 4th St	738	173	1,321	1494	2	38	8
W. Olive St.	Crestview Dr	S 1st St	672	34	335	369	3	38	13
W. Southridge Rd.	Southridge Cir.	Maple Blvd	1,250	487	1,684	2171	24	30	80
Wardview Rd.	Pleasantview Rd	Santa Barbara Dr	717	4	879	883	1	28	3
Westwood Dr.	S 6th St	380' W of Center St	2,235	911	5,470	6381	30	27	90
Total Estimated Quantities			140,000		251,373				3,491

[illegible]

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

Registration No. P25428

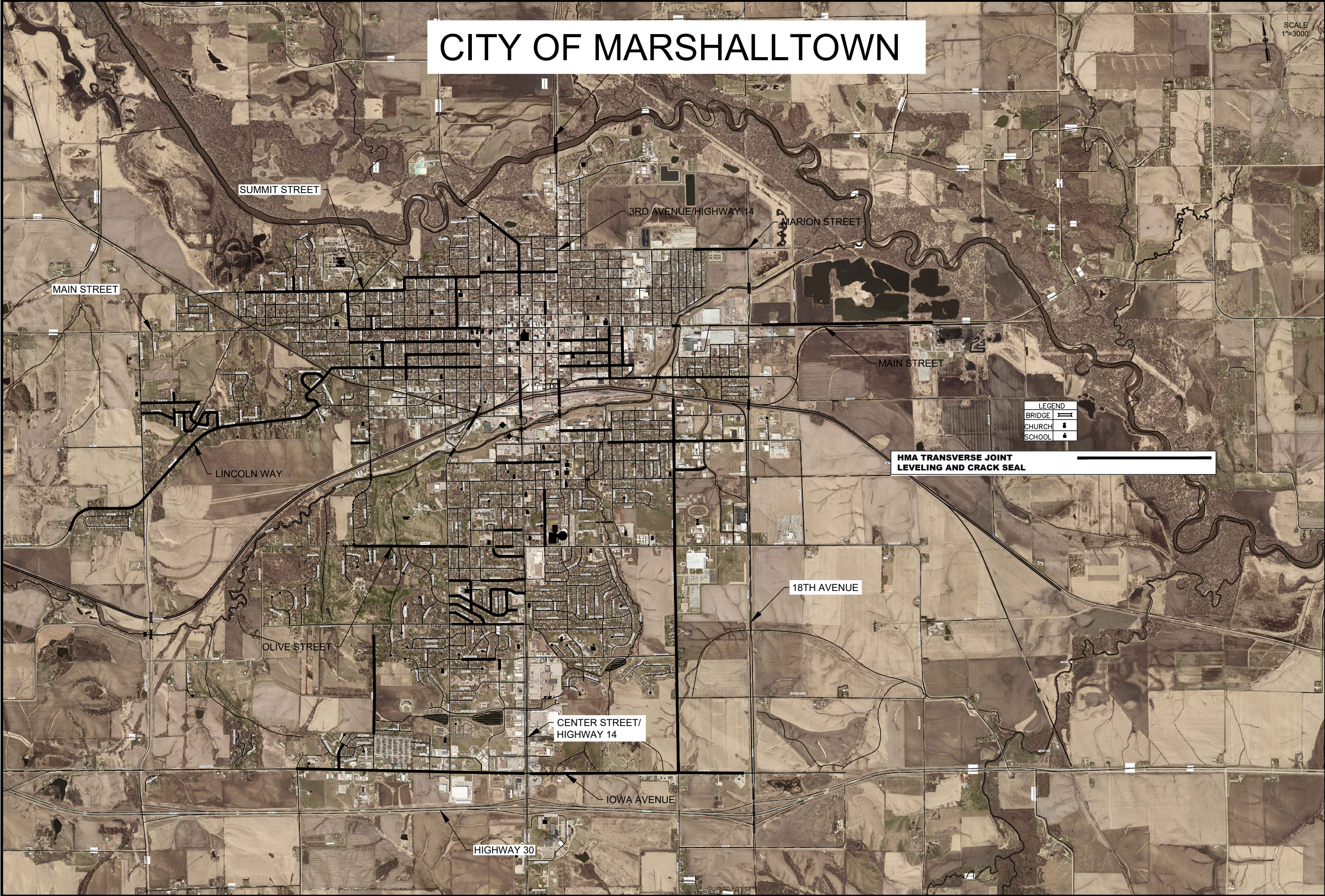


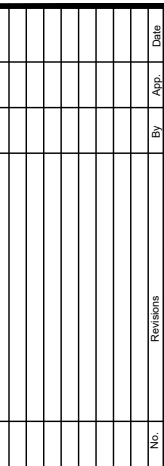
24 N. CENTER ST., MARSHALLTOWN, IA. 50158
PH. (641) 754-5734

Drawn By: JCK	
Chk' By: JCK	
Proj. No: STR21003	
Dwg. No: 2021 CRACK SEALING	
VP. No: NOTES (2)	
Date: 6/10/21	

PLAN NOTES AND ESTIMATE OF QUANTITIES

2021 STREET CRACK SEALING AND
LEVELING PROJECT
MARSHALLTOWN, IOWA





Registration No. P25428



Drawn By: JCK
Chk' By: JCK
Proj. No: STR21003
Dwg. No: 2021 CRACK SEALING
VP. No: 40-PLAN (10)
Date: 6/10/21

STREET CRACK SEALING AND LEVELING AREAS

2021 STREET CRACK SEALING AND
LEVELING PROJECT
MARSHALLTOWN, IOWA



2021 STREET CRACK SEALING AND LEVELING PROJECT

PROJECT NO. STR-21003

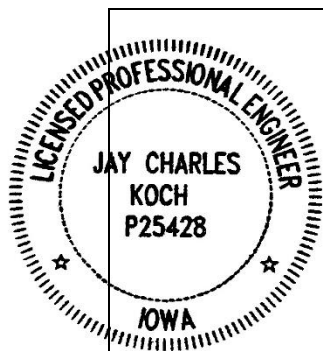
PREPARED BY:

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
Name: Jay C. Koch, P. E.

Date: 07/29/2021

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

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

2021 STREET CRACK SEALING AND LEVELING PROJECT

JOINT LEVELING AND CRACK FILLING

PROJECT NO. STR-21003

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2021 STREET CRACK SEALING AND LEVELING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 23rd day of August 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 STR-21003 - 2021 Street Crack Sealing and Leveling Project is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 7th day of September 2021 for the construction of the 2021 Street Crack Sealing and Leveling Project as described in the plans and specifications for Project No. STR-21003, 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 13th day of September 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 Street Crack Sealing and Leveling Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. STR-21003 the 2021 Street Crack Sealing and Leveling Project.

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

BASE BID: CRACK FILLING AND LEVELING				
IDOT Bid Item	SUDAS Bid Item	Description	Quantity	Unit
DS-15070	-	Transverse Crack Cleaning and Sealing	10.76	Mile
DS-15070	-	Transverse Crack Leveling	142,806	LB
2544-1001100	-	Cleaning and Filling Cracks (Pavement Maintenance)	26.52	Mile
2544-1002010	-	Hot Mix Asphalt for Crack Filling	4.10	Ton
2544-1003000	-	Filler Material (Maintenance)	4,900	Gal.
-	8030.01	Temporary Traffic Control	1.0	L.S.
-	11020.01	Mobilization	1.0	L.S.

All work is to be done in strict compliance with the Plans and Specifications for said Project No. STR-21003 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>. Paper copies will not be provided.

Pre-bid Conference

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

Instructions to Bidders.

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

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 9th day of August 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.

ARTICLE 2—BIDDING DOCUMENTS

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

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

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

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

2.05 *Electronic Documents*

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

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

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

ARTICLE 3—QUALIFICATIONS OF BIDDERS

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

ARTICLE 4—PRE-BID CONFERENCE

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

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

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

5.03 *Other Site-related Documents*

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

5.04 *Site Visit and Testing by Bidders*

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

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

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

ARTICLE 8—BID SECURITY

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

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

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

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

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

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Pavement Marking.
 - B. DBE/MBE Subcontractors.
- 11.02 Such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price..
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed

acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

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

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

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

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

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

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

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

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

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

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

- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

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

13.02 *Allowances*

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

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include the Bid Form, Bid Bond Form, and other required documents. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of

the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

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

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 **Bids will be opened via Go-to-Meeting.** Bidders may join the meeting on September 7, 2021 at 10:00 AM by phone or computer. The following information provides links and information to attend:

2021 Street Crack Sealing and Leveling Project will open immediately following the Boone Street Drainage Project Bid Opening

Tue, Sep 7, 2021 10:00 AM - 11:00 AM (CDT)

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

<https://global.gotomeeting.com/join/456440037>

You can also dial in using your phone.

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

United States: +1 (224) 501-3412

- One-touch: tel:+12245013412,,456440037#

Access Code: 456-440-037

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/456440037>

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which

the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

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

ARTICLE 19—BONDS AND INSURANCE

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

ARTICLE 20—SIGNING OF AGREEMENT

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

ARTICLE 21—SALES AND USE TAXES

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

ARTICLE 22—PREFERENCE FOR IOWA PRODUCTS

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

ARTICLE 23—ENGINEER INFORMATION

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

BIDDING DOCUMENTS

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BID FORM FOR CONSTRUCTION CONTRACT

2021 STREET CRACK SEALING AND LEVELING PROJECT

PROJECT NO. STR-21003

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

ARTICLE 1—OWNER AND BIDDER

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

ARTICLE 3—BASIS OF BID—UNIT PRICES

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

BASE BID: CRACK AND JOINT SEALING AND STRIP SLURRY LEVELING

IDOT Bid Item	SUDAS Bid Item	Description	Quantity	Unit	UNIT PRICE	TOTAL PRICE
DS-15070	-	Transverse Crack Cleaning and Sealing	10.76	Mile	\$	\$
DS-15070	-	Transverse Crack Leveling	142,806	LB	\$	\$
2544-1001100	-	Cleaning and Filling Cracks (Pavement Maintenance)	26.52	Mile	\$	\$
2544-1002010	-	Hot Mix Asphalt for Crack Filling	4.10	Ton	\$	\$
2544-1003000	-	Filler Material (Maintenance)	4,900	Gal.	\$	\$
-	8030.01	Temporary Traffic Control	1.0	L.S.		\$
-	11020.01	Mobilization	1.0	L.S.		\$
TOTAL BID SCHEDULE A					\$	

B. Bidder acknowledges that:

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

ARTICLE 4—TIME OF COMPLETION

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

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

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

5.03 Receipt of Addenda

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

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

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

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

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

6.02 Bidder's Certifications

A. The Bidder certifies the following:

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

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

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

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BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): 2021 Street Crack Sealing and Leveling Project Project No. STR-21003 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	Surety
By: _____ (<i>Full formal name of Bidder</i>)	By: _____ (<i>Full formal name of Surety (corporate seal)</i>)
Name _____ (<i>Signature</i>)	Name _____ (<i>Signature</i>) (<i>Attach Power of</i>
Title: _____ (<i>Printed or typed</i>)	Title: _____ (<i>Printed or typed</i>)
Attest _____ .	Attest _____ .
Name _____ (<i>Signature</i>)	Name _____ (<i>Signature</i>)
Title: _____ (<i>Printed or typed</i>)	Title: _____ (<i>Printed or typed</i>)
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business's organizational structure:

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

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

ARTICLE 4—SAFETY

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

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

ARTICLE 5—CONSTRUCTION EXPERIENCE

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

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

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

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

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

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

Location and Description of Work	Owner	Contract Amount	Date Completed

5.04 Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed

ARTICLE 6—CONSTRUCTION EXPERIENCE CERTIFICATION

6.01 This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

BIDDER STATUS FORM

To be completed by all bidders

Part A

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

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

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

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

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

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

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

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

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

To be completed by resident bidders

Part B

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

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

City, State, Zip: _____

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

City, State, Zip: _____

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

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

To be completed by non-resident bidders

Part C

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

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

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

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

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

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

Worksheet: Authorization to Transact Business

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

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

CONTRACT DOCUMENTS

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NOTICE OF AWARD

Date of Issuance: June 28, 2021

Owner: City of Marshalltown

Owner's Project No.: STR-21003

Engineer: City of Marshalltown

Engineer's Project No.: STR-21003

Project: 2021 Street Crack Sealing and Leveling Project

Contract Name: 2021 Street Crack Sealing and Leveling Project

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **July 20, 2021** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Total project including Base Bid and as amended by Addendum #_. Work includes the leveling of large cracks and Crack Filling HMA roadways in Marshalltown, IA.

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

One (1) digital 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) three (3) copies of the Contract security (performance bond, payment bond and warranty bond) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **Provide insurance documentation as per General and Supplementary Conditions.**

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: 2021 Street Crack Sealing and Leveling Project.

ARTICLE 2 – THE PROJECT

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

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
- A. The Work will be substantially complete on or before **November 15, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 15, 2021**.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- B. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- D. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- E. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **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 **15** sheets with each sheet bearing the following general title: 2021 Street Crack Sealing and Leveling Project.
 7. Addenda (numbers _____ to _____, inclusive).
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

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

8.02 Contractor's Certifications

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

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

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

8.03 Standard General Conditions

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

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

This Agreement will be effective on **August 16, 2021** (which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

24 North Center Street

Marshalltown, IA 50158

Designated Representative:

Name:

Justin Nickel

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 North Center Street

Marshalltown, IA 50158

Phone:

(641) 754-5734

Email:

jnickel@marshalltown-ia.gov

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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PERFORMANCE BOND

Contractor Name: _____ Address (<i>principal place of business</i>): _____	Surety Name: _____ Address (<i>principal place of business</i>): _____
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 2021 Street Crack Sealing and Leveling Project Project No. STR-21003 Contract Price: \$ _____ Effective Date of Contract: August 16, 2021
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

PAYMENT BOND

Contractor Name: _____ Address (<i>principal place of business</i>): _____	Surety Name: _____ Address (<i>principal place of business</i>): _____
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 2021 Street Crack Sealing and Leveling Project Project No. STR-21003 Contract Price: \$ _____ Effective Date of Contract: August 16, 2021
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

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

16.1.1. The name of the Claimant;

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

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

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

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

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

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

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

WARRANTY BOND

Contractor Name: Construct, Inc. Address (<i>principal place of business</i>): 1710 East Main Street Marshalltown, IA 50158	Surety Name: Address (<i>principal place of business</i>):
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 Street Crack Sealing and Leveling Project Project No. STR-21003 Contract Price: \$ Effective Date of Contract: August 16, 2021 Contract's Date of Substantial Completion: November 15, 2021
Bond Bond Amount: _____ Date of Bond: _____ Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until five (5) years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized 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</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	STR21003
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2021 Street Crack Sealing and Leveling Project		
Contract Name:	Base Bid Crack Filling and Leveling		
Effective Date of Contract:	August 16, 2021		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **August 17, 2021** 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 **November 15, 2021**, and the date by which readiness for final payment must be achieved is **December 15, 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 (<i>signature</i>):	
Name (<i>printed</i>):	Jay C. Koch, P.E.
Title:	Civil Engineer II
Date Issued:	
Copy: Engineer	

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CONTRACT CONDITIONS

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

10. *Claim*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

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

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

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

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

G. Nothing in the Contract Documents creates:

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

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

B. Resolving Discrepancies

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

3.04 Requirements of the Contract Documents

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

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

5.05 *Underground Facilities*

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

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

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

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

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

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

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

F. *Possible Price and Times Adjustments*

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

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

documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

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

coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

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

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

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

property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents,

consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has

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

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or

Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any

other contractor, or any utility owner performing other work at or adjacent to the Site.

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's

obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible

for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

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

11.03 *Work Change Directives*

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

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

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

- B. *Change Proposal Procedures*

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

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

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date

specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work.

Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

Such inspections and tests will be performed by independent inspectors, testing

laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such

acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner

may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final

determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially

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

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and

request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and

- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due

to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

16.03 *Owner May Terminate for Convenience*

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

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

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

2.02 Copies of Documents

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

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 *Reporting and Resolving Discrepancies*

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

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

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

5. *Weather-Related Delays*

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

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

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

5.03 Subsurface and Physical Conditions

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

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

Report Title	Date of Report	Technical Data
		NONE

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

Drawings Title	Date of Drawings	Technical Data
		NONE

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

5.06 Hazardous Environmental Conditions

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

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

Report Title	Date of Report	Technical Data
		NONE

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

Drawings Title	Date of Drawings	Technical Data
		NONE

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

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

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

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **four (4) years** after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15 percent** of the final Contract Price. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Not Applicable
Bodily injury by disease—aggregate	Not Applicable
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	Not Applicable

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except

to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least

as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	Not Applicable
General Aggregate	Not Applicable

- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	Not Applicable
Annual Aggregate	Not Applicable

- N. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1)

endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Union Pacific Railroad Protective Liability Insurance](#)

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	Not Applicable
Aggregate	Not Applicable

- O *Unmanned Aerial Vehicle Liability Insurance*: If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	Not Applicable
General Aggregate	Not Applicable

P. *Other Required Insurance*: **None**

6.04 Builder’s Risk and Other Property Insurance

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. Installation Floater

1. Contractor shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (“Covered Property”). Coverage under the Contractor’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor’s care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered

Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

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

1. No Work shall be done between 8:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Iowa and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to

supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—CITY ENGINEERING OFFICE STAFF ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

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

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

- a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Add the following new Paragraph 15.01.B:

- B. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is accepted by resolution of the City Council, and the Owner will make payment to the Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the

Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 Final Payment

SC-15.06 Delete Paragraph 15.06.E in its entirety and insert the following in its place:

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

15.08 Correction Period

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be four (4) years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

ARTICLE 19—FEDERAL REQUIREMENTS

SC-19.01 Add Article 19 titled "FEDERAL REQUIREMENTS"

SC-19.02 Add Article 19.01 with the title "Conflict of Interest":

19.01 Conflict of Interest

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-19.03 Add Article 19.02 with the title "Gratuities":

Article 19.02 Gratuities

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.02.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may

pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

EXHIBIT A— SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

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

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

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

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ADDITIONAL FORMS

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: STR21003
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2021 Street Crack Sealing and Leveling Project
Contract Name:

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

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

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

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

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

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

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

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

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

[List amendments to Owner's Responsibilities]

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

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: STR-21003
Engineer: City of Marshalltown Engineer's Project No.: STR-21003
Contractor: Contractor's Project No.:
Project: 2021 Street Crack Sealing and Leveling Project
Contract Name: 2021 Street Crack Sealing and Leveling Project
Notice Date: Effective Date of the Construction Contract: August 16, 2021

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

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

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

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

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

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

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

Engineer

By (*signature*):

Name (*printed*):

Title:

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CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	<u>City of Marshalltown</u>	Owner's Project No.:	<u>STR-21003</u>
Engineer:	<u>City of Marshalltown</u>	Engineer's Project No.:	<u>STR-21003</u>
Contractor:	<u></u>	Contractor's Project No.:	<u></u>
Project:	<u>2021 Street Crack Sealing and Leveling Project</u>		
Contract:	<u>2021 Street Crack Sealing and Leveling Project</u>		

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

1. Original Contract Price	\$ -
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$
5. Retainage	
a. <u></u> X \$ <u></u> Work Completed	\$
b. <u></u> X \$ <u></u> Stored Materials	\$
c. Total Retainage (Line 5.a + Line 5.b)	\$
6. Amount eligible to date (Line 4 - Line 5.c)	\$
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$
9. Balance to finish, including retainage (Line 3 - Line 4)	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u></u>	
Signature: <u></u>	Date: <u></u>

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

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Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR-21003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-21003
Contractor:		Contractor's Project No.:	
Project:	2021 Street Crack Sealing and Leveling Project		
Contract:			

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

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

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR-21003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-21003
Contractor:		Contractor's Project No.:	
Project:	2021 Street Crack Sealing and Leveling Project		
Contract:			

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

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

Owner:	City of Marshalltown
Engineer:	City of Marshalltown
Contractor:	
Project:	2021 Street Crack Sealing and Leveling Project
Contract:	

Owner's Project No.:	STR-21003
Engineer's Project No.:	STR-21003
Contractor's Project No.:	

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	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) (\$)				

[illegible]

Change Orders

Owner:	City of Marshalltown
Engineer:	City of Marshalltown
Contractor:	
Project:	2021 Street Crack Sealing and Leveling Project
Contract:	

Owner's Project No.:	STR-21003
Engineer's Project No.:	STR-21003
Contractor's Project No.:	

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

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

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR-21003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-21003
Contractor:		Contractor's Project No.:	
Project:	2021 Street Crack Sealing and Leveling Project		
Contract:			

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

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CHANGE ORDER NO.: [#]

Owner:	City of Marshalltown	Owner's Project No.:	STR-21003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-21003
Contractor:		Contractor's Project No.:	
Project:	2021 Street Crack Sealing and Leveling Project		
Contract Name:			
Date Issued:	Effective Date of Change Order:		

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

Description:

[Description of the change]

Attachments:

[List documents related to the change]

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

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

Owner: City of Marshalltown Owner's Project No.: STR-21003
Engineer: City of Marshalltown Engineer's Project No.: STR-21003
Contractor: Contractor's Project No.:
Project: 2021 Street Crack Sealing and Leveling Project
Contract Name:
Date Issued: Effective Date of Field Order:

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

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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MARSHALLTOWN STANDARD SPECIFICATIONS AS AMENDED WITH THE FOLLOWING SUPPLEMENTAL SPECIFICATIONS TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS)

These Supplemental Specifications amend or supplement the Statewide Urban Design and Standards (SUDAS) and other provisions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Specifications will have the meanings indicated in SUDAS. The Supplemental Specifications are provided in the same order and format as the SUDAS documents.

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

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)

PART II – TECHNICAL SPECIFICATIONS

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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. Water Lines: One Call – Marshalltown Water Works – Shelli Lovall
3. Sanitary Sewer: One Call – City of Marshalltown
4. Gas Lines: One Call – Alliant Energy / Consumers Energy
5. Electrical: One Call – Alliant Energy / Consumers Energy
6. Telephone/Cable: One Call – Century Link/Windstream/Mediacom.

D. Existing Structures:

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

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

F. Each Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.

G. Each Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.07 UNFAVORABLE CONSTRUCTION CONDITIONS:

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions,

which would affect adversely the quality efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

1.08 PRESERVATION OF MONUMENTS AND STAKES:

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

1.09 METHODS OF OPERATION:

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

1.10 CONDUCT OF WORK:

- A. Each Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the Owner or others engaged in the work, nor cause any unreasonable delay or hindrance thereto.
- B. Each Contractor shall be responsible to others engaged in the work or work adjacent thereto for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- C. The work of this contract includes the furnishing and necessary installation of all tools, machinery, scaffolds, false work, forms and centers for the execution of the work, except as may be otherwise specified. Equipment provided shall be adequate. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction and layout and supervise the construction for correctness of all of which he shall be responsible.
- D. Where work of one trade joins to, or is on other work, there shall be no discrepancy when the work is completed. The Contractor must anticipate relation

of all parts of the work, and at the proper time provide and set required anchors and blocking. Anchors, blocking, sleeves, and inserts necessary for each trade shall be a part of same except where stated otherwise. Assistance required by the Engineer in obtaining measurements or information on the work shall be furnished accurately and fully by the Contractor without additional cost to the Owner.

- E. The work of this contract includes the furnishing and necessary operation of all tools and machinery for the execution of the work, except as may be otherwise specified. Equipment provided shall be in good condition and adequate for the work performed. The Contractor shall obtain all necessary measurements for the work, and shall check dimensions, levels, and construction layout. The Contractor shall supervise the construction for correctness of all work, which he/she shall be responsible.

1.11 PARTIAL OWNER OCCUPANCY

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

1.12 PERMITS AND REGULATIONS

Refer to the General Conditions and the Supplementary Conditions.

END OF SECTION

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SECTION 01 20 00 - MEASUREMENT AND PAYMENT (ADD)

PART 1 - GENERAL

1.01 GENERAL

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 MEASUREMENT

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

3.02 APPLICATION FOR PAYMENT

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

3.03 PAYMENT

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

1. Modifications: NONE

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

3.04 PAYMENTS TO BE WITHHELD

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

A. Modifications: NONE

3.05 PAYMENT ITEMS

Payment items shall be as listed on the Proposal Form.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTIONS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

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

END OF SECTION

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SECTION 01 31 13 - COORDINATION (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE AND DESCRIPTION

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

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

3.02 SITE WORK COORDINATION

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

4.02 BASIS OF PAYMENT

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

END OF SECTION

SECTION 01 31 19 – PROJECT MEETINGS AND JOB SITE ADMINISTRATION (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
 - 1. Coordination: Section 01 31 13

1.02 SCOPE

The intent of this Section is to provide a general description of the project meetings required of the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. All meetings shall be coordinated among the respective Contractors, Owner, Engineer and governmental agencies.
- B. The individual requesting the meeting shall contact the persons to be in attendance in writing providing the following:
 - 1. Date, time and place of the meeting
 - 2. Purpose of the meeting
 - 3. Names of people invited to the meeting
 - 4. Additional information as necessary

3.02 PRECONSTRUCTION CONFERENCE

- A. The Engineer will arrange and schedule a pre-construction conference with the representatives of the contractors, subcontractors, together with representatives of all agencies and utilities that will be involved with the proposed Work in order to assure an efficient and workable method of scheduling the project.
- B. General topics to be covered are as follows:
 - 1. Contract and Legal Documents and Specifications
 - 2. Drawings
 - 3. General construction requirements
 - 4. Coordination of different contractors
 - 5. Pay request procedure
 - 6. Shop drawing submittal

7. Project observation and testing
8. Coordination with affected governmental agencies and utility companies.

3.03 PROGRESS MEETINGS

Routine progress meetings will be scheduled on a basis and time to be selected by mutual agreement between the Owner, the Contractors, the Engineer, and affected governmental agencies. These meetings shall be to discuss the progress and the planning of the Work of the various parties. This meeting shall be under the direction of the Engineer and shall be attended by representatives of the various contractors and subcontractors whose Work may be in progress at the time or whose presence may be required for any purpose. Contractors shall be represented at these meetings as appropriate to assist in the necessary project scheduling and discussion of related problems. Scheduling of required attendance shall meet with the approval of the Engineer.

3.04 JOB SITE ADMINISTRATION

- A. All job site administration will be handled by the Owner and Engineer.
- B. All review of payrolls, compliance reports and compliance requirements of the Federal agencies involved shall be administered by and are the responsibility of the Owner.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Progress meetings and administration are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Progress meetings and administration are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the work covered in this Section.

1.02 SCOPE

This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.

PART 2 - PRODUCTS

2.01 SHOP DRAWINGS

The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:

- A. Additional information as specified in the individual technical specifications.
- B. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
- C. Minimum drawing size shall be 8-1/2" x 11".

2.02 PRODUCT DATA

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information, which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.

2.03 SAMPLES

All samples submitted for review shall be identified by reference to section number and shall provide all information as required by the General Conditions of the Contract Documents.

PART 3 - EXECUTION

3.01 SHOP DRAWING AND PRODUCT DATA

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions:
- B. Shop drawings may be submitted in digital PDF format for review by the Engineer. Shop drawings will be returned digitally.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. All resubmittals of shop drawings shall be in accordance with 3.01 A through D.

3.02 SAMPLES

- A. Submit in accordance with the requirements of the General Conditions a minimum of four (4) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than two (2) samples of material to be returned, additional samples shall be submitted.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Shop drawings, product data and samples are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Shop drawings, product data and samples are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions apply to the Work specified in this Section.
- B. The provisions of the Storm Water Discharge Permit normally issued by the Iowa Department of Natural Resources (IDNR) to the Marshalltown, Iowa under General Permit No. 2 shall apply to all portions of the work.
- C. The provisions of the Temporary Dewatering Permit (if required) normally issued by the IDNR to the Contractor under General Permit 9 (GP9) covers dewatering discharges to surface waters of the state and to the ground surface. Contractor may need to file a notice of intent.
- D. The provisions of the U. S. Army Corps of Engineers Nationwide Permit #14 Linear Transportation Projects shall apply to all portions of the work.

1.02 SCOPE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 STORM WATER DISCHARGE PERMIT REQUIREMENTS

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

3.02 TEMPORARY DEWATERING PERMIT REQUIREMENTS

In the event a Temporary Dewatering Permit is required, the Contractor shall be responsible for making application for the necessary permit. For information regarding the need for and requirements of a Temporary Dewatering Permit, the information may be found at: <http://www.iowadnr.gov/LinkClick.aspx?fileticket=m-nVfGXIYP0%3d&portalid=3>

3.03 CORPS OF ENGINEERS 404 PERMIT REQUIREMENTS

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

- A. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- B. This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to Pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- C. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.
- D. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)
- E. Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).
- F. Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).
- G. Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s)

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Permits are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

No additional compensation shall be made for costs of applying for or complying with the provisions of any Permit, if required. All costs associated with the application for and compliance with shall be considered incidental to the project cost.

END OF SECTION

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SECTION 01 45 00 - QUALITY CONTROL (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond those required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

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

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

3.03 FIELD TESTS

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

4.02 BASIS OF PAYMENT

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

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

This section describes the temporary facilities to be provided by the Contractor during the Work.

1.03 PAYMENT

Refer to Section 01 20 00 - Measurement and Payment

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TEMPORARY ELECTRICAL

It will be the Contractor's responsibility to make arrangements for, provide, obtain, and pay for temporary construction power as required for lighting and construction needs.

3.02 TEMPORARY WATER

- A. It will be the Contractor's responsibility to provide, obtain and pay for all water required for potable consumption and construction, flushing, testing, disinfection and other needs as may be required.
- B. All potable water facilities shall conform to the Federal, State, and Local health regulations.

3.03 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide and maintain in a sanitary condition, suitable temporary toilet facilities on the site for use by all persons. Temporary sanitary facilities shall be removed from the site when no longer necessary.
- B. Each temporary toilet shall be equipped, constructed, and maintained in a manner that will conform to the applicable Federal, State and local regulations and requirements.
- C. Provisions for routinely servicing and cleaning all toilets and disposing of the sewage shall be established before placing toilet facilities into operation. The method of sewage disposal and location selected shall be in accordance with Federal, State, and Local health regulations.

3.04 ROADS

- A. Each Contractor shall maintain the existing roads in usable condition during his construction of the facilities.
- B. The Contractor shall obtain the approval of the appropriate township, county, state, or federal officials prior to constructing any temporary roads. All construction shall conform to the requirements of said officials.

3.05 SIGNS

No signs, billboards, or other advertisements shall be erected on the premises by the General Contractor or the subcontractors without Engineer's permission. Each General Contractor shall furnish and maintain all necessary temporary signs required for the prosecution of the Work such as "Office," "Men," "Danger," "High Voltage," etc.

3.06 TEMPORARY ENCLOSURES, LIGHTING, AND HEAT

- A. Each Contractor shall provide temporary enclosures and closures in order to retain heat so that specified temperatures can be maintained and the Work can proceed. He shall provide temporary closures over wall and floor openings, etc., to enclose the Work. Temperature inside the enclosures and/or enclosed part or parts of the structure shall be; not less than 60 degrees F for 48 hours prior to and during the time when and where concrete work, cement finish, or masonry work are being done or cured; not less than 50 degrees F where only other trades, such as electricians, plumbers, etc., are working.
- B. Each contractor shall pay for any additional temporary heating facilities necessary to meet the above requirements, and the fuel, and the attendance required, until the structure is enclosed.
- C. Each Contractor shall provide all temporary lighting as may be required to illuminate the Work area.
- D. The lighting shall meet all safety codes and regulations. Lighting shall be not less than 20-foot candles. Additional light shall be installed for hazardous areas, for security applications, and for construction processes where visual acuity is required.
- E. All temporary lighting and power shall use UL approved devices and all systems shall meet safety requirements of the National Electrical Code and other applicable ordinances.

3.07 TEMPORARY FENCES/GATES

- A. The Contractor shall be required to utilize all existing gates and fence openings so far as practical during the construction process.
- B. All existing fences, which interfere with the Work, shall be maintained by the Contractor unless permission is obtained in writing from the tenant to dismantle the fence for any agreed period of time. Where temporary gates are required, they shall be kept closed at all times.

- C. On completion of the Work across any tract of land, the Contractor shall restore all fences to their original or to a better condition and quality as approved by the Owner and the tenant. New material to replace all materials lost, damaged, or destroyed shall be purchased and installed as required.
- D. Temporary gates installed by the Contractor in any fence line may be left in place with the permission of the Owner and tenant of such fence.
- E. All gates shall be left in the condition found, open or closed. If any doubt arises, gates shall be closed.
- F. All loss of livestock due to negligence shall be the responsibility of the contractor.

3.08 TEMPORARY OPERATIONS

When it becomes necessary to utilize temporary pumping or other mechanical arrangements during construction, the Contractor shall provide qualified supervision at the plant site at all times. The Contractor shall be fully responsible for the operation and maintenance of all temporary equipment and all associated costs shall be included in the prices bid.

3.09 SITE CLEANUP

- A. Each Contractor shall clean the working area each day, shall remove all trash and waste materials, and shall maintain the site in a neat and orderly condition throughout the construction period.
- B. At the completion of the project, each Contractor shall clean out all pits, pipes, chambers, or conduits; shall remove all temporary structures built by him; and shall remove all rubbish from the areas which he has occupied, leaving them in a clean condition.

PART 4 -MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary facilities are considered incidental Work with no separate measurement to be made.
- B. Refer to Section 01 52 13 - Field Offices and Sheds

4.02 BASIS OF PAYMENT

Temporary facilities are considered incidental Work with no separate payment to be made.

END OF SECTION

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SECTION 01 57 00 - TEMPORARY CONTROLS (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

This section is intended to describe the temporary controls to be provided by the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

3.02 NOISE CONTROL

Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

3.03 DUST CONTROL

Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

3.04 WATER CONTROL

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected land owner.

- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.

3.05 EROSION AND SEDIMENT CONTROL - See Section 9040.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary controls are considered incidental Work with no separate measurement to be made.
- B. See Section 9040 for Erosion Control.

4.02 BASIS OF PAYMENT

- A. Temporary controls are considered incidental Work with no separate payment to be made.
- B. See Section 9040 for Erosion Control.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES (ADD)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 CLEANUP

- A. The requirements shall conform to the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainage ways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage that results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

3.02 PROJECT RECORDS

- A. All documents shall be filed in a neat, orderly manner, which allows ready access and inspection.
- B. All documents shall be available to Engineer and shall be delivered to him for the Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

3.03 FINAL INSPECTION

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. The Contractor shall submit written requests to the Owner for final inspections for all or any portion of the Project if acceptable to the Owner.
- C. The final inspection shall be scheduled at times such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.
- F. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.

3.04 GUARANTEE

- A. Refer to the Contract Documents, General Conditions, and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by said backfill settlement or erosion.
- D. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.
- E. It is understood the repairs, due to faulty workmanship or materials, shall be covered by the Performance and Maintenance Bond. However, a break in the pipeline shall be deemed an emergency and must be repaired immediately. The Contractor, prior to leaving the project, shall have an understanding and

agreement by signed letter or appropriate entry in the Owner's minutes as to the procedure for making said emergency repairs and notification to the Contractor.

3.05 LIENS

- A. Refer to the General Conditions, Supplementary Conditions, and Specific Project Requirements.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate measurement made.

4.02 BASIS OF PAYMENT

All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate payment made.

END OF SECTION

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DIVISION 2 - EARTHWORK

SECTION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE

PART 1 - GENERAL

1.03 through 1.07: (DELETE): ~~Comply with Division 1 - General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - MATERIALS

2.04 FOUNDATION MATERIALS

5. Geogrid:

- a. ~~(DELETE) Rectangular or Square:~~ ~~Use an integrally-formed grid structure manufactured of a stress-resistant polypropylene material. Use Type 1 geogrid, unless Type 2 is specified. Meet the following minimum physical properties:~~

Table 2010.02: Geogrid (Rectangular or Square)

Property	Test Method	Units	Type 1 ¹	Type 2
Aperture stability modulus at 20 kg-cm	Kinney ² -01	kg-cm/deg	3.2	6.5
Minimum true initial modulus in use				
Machine direction (MD)	ASTM D 6637	lb/ft	15,080	32,890
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.

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DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION

SECTION 3010 - TRENCH EXCAVATION AND BACKFILL

PART 1 - GENERAL

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

PART 3 – EXECUTION

3.06 (REVISE) PIPE BEDDING AND BACKFILL SEE DIVISION 4

SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

PART 1 - GENERAL

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

PART 2 – PRODUCTS

2.01 CARRIER PIPE

A. Carrier Pipe Installed within Casing Pipe:

- 1. Sanitary Sewer Gravity Main:** (DELETE) ~~Comply with Section 4010, 2.01.~~
 - a. (ADD) All gravity piping installed in an encasement pipe or installed by boring shall be restrained joint pipe.
 - b. (ADD) Pipe and couplings shall be made from unplasticized PVC compounds meeting ASTM D2241 and have a minimum cell classification of 12454, as defined in ASTM D1784. Pipe joints shall meet the standards of ASTM D3212 and have elastomeric gaskets conforming to ASTM F477.
 - c. (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of ASTM D2241, SDR 21 pipe. Pipe shall be furnished in standard lengths of 10 or 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - d. (ADD) Pipe shall be joined:
 - 1) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined

grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.

- 2) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
- e. (ADD) Pre-Approved piping includes Certa-Flo® PVC Gravity Sewer Pipe with Certa-Lok® Restrained Joints, and Integral Bell; or Engineer approved equal.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: (DELETE) ~~Comply with Section 4010, 2.02.~~
 - 1) (ADD) All pressure piping installed in encasement pipe or installed by boring shall be restrained joint pipe.
 - 2) (ADD) Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-B, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4°F, in accordance with the requirements of ASTM D2837.
 - 3) (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of AWWA C900, DR18 pipe. Pipe shall be furnished in standard lengths of 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - 4) (ADD) Pipe shall be joined:
 - a) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
 - b) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
 - 7) (ADD) Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.
 - 8) (ADD) Pre-Approved restrained joint piping is: Certa-Lok C900/RJ, C905/RJ piping; Diamond Lok-21; Eagle Loc900; or Engineer approved equal.

5. (DELETE) Water Main:

- a. ~~(DELETE) Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. ~~(DELETE) Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

B. Carrier Pipe Installed without a Casing Pipe:

- 1. Sanitary Sewer Gravity Main:
 - b. ~~(DELETE) Vitrified Clay Pipe: Comply with Section 4010, 2.01.~~
 - d. Restrained Joint PVC Pipe: Comply with ~~(DELETE) Section 4010, 2.02~~ (ADD) 2.01.
- 2. Sanitary Sewer Force Main:
 - b. Restrained Joint PVC Pipe: Comply with ~~(DELETE) Section 4010, 2.02~~ (ADD) 2.01.
- 4. ~~(DELETE) Water Main:~~
 - a. ~~(DELETE) Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
 - b. ~~(DELETE) Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

2.02 CASING PIPE

D. (ADD) PVC Encasement Pipe:

- 1. (ADD) Meet the requirements of 2.02 for force main C900, DR 18 rated pipe.
- 2. (ADD) PVC encasement pipe shall be furnished with gasket joints conforming to ASTM D3139. Rubber gaskets shall conform to the requirement of ASTM F477.
- 3. (ADD) Minimum inside diameter as specified in the contract documents. If diameter is not specified, use a minimum inside casing diameter of at least 4 inches greater than the largest outside diameter of the carrier pipe, including pipe bells.

2.03 CASING SPACERS

- C. (ADD) Casing spacers will be required on all gravity sewer piping and on force main piping where encasement piping exceeds 20 feet in length.

2.06 CASING END SEAL

- C. (ADD) Casing end seals are required on all encasement pipes.

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DIVISION 4 - SEWERS AND DRAINS

SECTION 4010 - SANITARY SEWERS

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

M. (ADD) Ductile Iron Fittings and Restraining Devices:

- 1. Measurement:** Each fitting and/or restraining device installed, including gaskets and fasteners, will be counted.
- 2. Payment:** Payment will be made at the unit price for each fitting and/or restraining device installed.

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.01 SANITARY SEWER (Gravity Mains)

A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8 inch to 15 inch:

1. Comply with ASTM D 3034, SDR 26, (DELETE) ~~unless SDR 35 is specified.~~
2. Pipe stiffness per ASTM D 2412.
 - b. (DELETE) ~~SDR 35: Minimum pipe stiffness of 46 psi.~~

C. Corrugated Polyvinyl Chloride Pipe (PVC) 8 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

D. Closed Profile Polyvinyl Chloride Pipe (PVC) 21 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

E. Polyvinyl Chloride Composite Pipe (truss type PVC) 8 inch to 15 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

F. Reinforced Concrete Pipe (RCP) 18 inch to 144 inch:

3. (ADD) This pipe shall not be used without prior approval by Engineer.

H. Vitrified Clay Pipe (VCP) 8 inch to 42 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

I. Double Walled Polypropylene Pipe 12 inch to 30 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

J. Triple Walled Polypropylene Pipe 30 inch to 36 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

2.02 SANITARY SEWER FORCE MAINS

A. Ductile Iron Pipe (DIP) 4 inch to 54 inch: Comply with the DIP requirements in Section 4010, 2.01. ~~(DELETE) If joint restraints are specified, comply with Section 5010, 2.03.~~

B. Polyvinyl Chloride Pipe (PVC): ~~(DELETE) Comply with the requirements in Section 5010, 2.01 for PVC pipe.~~ Provide restrained joints when specified.

1. (ADD) Polyvinyl chloride pipe 4-inches to 24-inches shall be C 900, DR 18 rated pipe.
2. (ADD) Polyvinyl chloride pipe 2-inches to 3-inches shall be pressure Class 200, SDR 21 rated pipe.
3. (ADD) The pipe shall be made from Type 1, Grade 1, Class 12454-B compounds conforming to ASTM D 1784 with a hydrostatic design basis (HDB) of 4,000 psi as per ASTM D 2837.
4. (ADD) All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers. All sanitary sewer force main pipes shall be installed with a locating tape to distinguish force main sewer from potable water.
5. (ADD) The PVC pipe shall be furnished in 20-foot laying lengths. Longer lengths will be allowed only if the Contractor certifies that he will provide equipment on the project to fully support the pipe while being transported and distributed over the project.
6. (ADD) All PVC pipe shall be furnished with gasket joints conforming to ASTM D 3139. Rubber gaskets shall conform to the requirement of ASTM F 477.
7. (ADD) The ends of the pipe to be inserted into couplings or joints shall be factory marked to allow field checking of the depth of setting of the pipe in the joint socket.

C. Sewage Air Release Valve: (ADD) See Part 2.07.

1. ~~(DELETE) General: Consists of an elongated tapered or conical body and a float to operate (open and close) under pressure without spillage. Provide~~

~~valves suitable for pressures up to 150 psi. Use a float with a linkage connection to the seal plug assembly to prevent irregular air release and protect the connecting rod. Ensure the bottom of the valve body is sloped or funnel-shaped to encourage the accumulated sewage and solids to drain from the valve. Preserve a volume of air at all times between the liquid sewage and the seal plug assembly. Provide a flushing port with attachments for backwashing.~~

2. (DELETE) Materials:

a. (DELETE) Body and Cover:

- 1) (DELETE) Stainless Steel: ASTM A 351.
- 2) (DELETE) Cast Iron: ASTM A 126, Grade B.
- 3) (DELETE) Ductile Iron: ASTM A 536, Grade 65-45-12. 4) Other corrosion resistant materials.

b. (DELETE) Internal Metal Components: Stainless steel.

c. (DELETE) Float: Stainless steel, ASTM A 240, Type 304 or Type 316, or foamed polypropylene.

d. (DELETE) Seal Plug Assembly: Stainless steel, foamed polypropylene, EPDM rubber, Nitrile (Buna-N) rubber, and reinforced nylon.

3. (DELETE) Tapping Saddle: Stainless steel or nylon.

4. (DELETE) Pit: Construct according to Figure 4010.202.

D. Tracer Wire: (DELETE) Comply with Section 5010, 2.05. (RETAIN) Tracer wire will be required on all force mains (ADD) and sewer services extending from the main to the property line.

1. (ADD) Tracer wire shall be 12-gauge solid copper or high strength stainless steel wire with a 45-mil polyethylene coating. Provide sufficient length to be continuous over each separate run of nonmetallic pipe.
2. (ADD) The splice kit shall be an inline resin splice kit with split bolt (1 kV and 5 kV) for use with single conductor and unshielded cable splices in direct bury and submersible applications.
3. (ADD) The ground rods shall be a 3/8 inch diameter, 60 inch steel rod uniformly coated with metallically bonded electrolytic copper.
4. (ADD) Wire shall be connected with a high-strength, corrosion-resistant copper alloy ground rod clamp.

E. Tracer Wire Station:

1. (DELETE) ~~Two internal terminals with shunt.~~
2. (DELETE) ~~Five to six foot plastic post (color as specified by the Jurisdiction).~~
3. (DELETE) ~~Removable top cap with lock.~~
4. (DELETE) ~~Decals indicating "Sewer Force Main" or similar language.~~

1. (ADD) All tracer wires are to be connected to a cast iron or ABS/PVC tamper proof tracer wire access box. The cover is to be manufactured of cast iron and ABS/PVC components produced in the USA. Cast iron collar & cover is to be manufactured in accordance with ASTM A48 Class 25. The ABS is to be manufactured in accordance with ASTM D1788. The cover shall be lettered "Sewer" and shall have a standard AWWA size cast-in pentagonal bolt. Box will be a minimum of 3 inches in diameter.
2. (ADD) Tracer Wire Access Box shall be Valvco Pipe Tracer Wire Terminal Box or Engineer approved equal.

2.04 SANITARY SEWER SERVICE

E. Service Pipe: Use products as required by local plumbing code or regulations, if applicable. Otherwise, use the following:

1. PVC:
 - b. PVC plastic meeting ASTM D 1784, Cell Classification 12454. (ADD) (Rigid PVC or CPVC).

2.06 SANITARY SEWER CLEANOUT

A. Comply with (DELETE) ~~Figure 4010-203~~ (ADD) MP-4.

2.07 (ADD) AIR RELEASE AND COMBINATION VALVES

A. Sewage Air Release Valves:

1. Sewage Air Release Valves shall release accumulated air (gases) from the system while it is under pressure and operating. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
2. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.2 – 10 bar. The valve shall withstand 230-psi test.
3. All internals shall be easily removed without removing the main valve from the lines.
4. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
5. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
6. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
7. The sewage air release valve shall be as manufactured by A.R.I. Flow Control Accessories Models S-025 or S-020 or Engineer approved equal.

B. Combination Valves

1. Combination Valves shall have three components:
 - a. Air & vacuum component discharges large volumes of air during filling of the system.
 - b. Air & vacuum component admits large volumes of air during drainage and at water column separation.
 - c. The air release component releases entrapped air in pressurized systems.
2. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
3. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.5 – 10 bar. Valves with working pressures lower than 0.5 bar and higher than 10 bar will be allowed. The valve shall withstand a minimum 215-psi test.
4. All internals shall be easily removed without removing the main valve from the lines.
5. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
6. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
7. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
8. The combination valve shall be as manufactured by A.R.I. Flow Control Models D-025, D-025L, D-26 or Engineer approved equal.

C. Tapping Saddle:

1. The body shall be made of high strength ductile iron per ASTM A536.
2. The clamping band shall be a double wide band with 5/8" UNC threaded bolts of 18-8 type 304 stainless steel with stainless steel spring tension washers under the nuts.
3. The gasket shall be EPDM rubber per ASTM-D2000.
4. The finish on saddle body shall be fusion bonded epoxy coating approximately 12 mils thick.
5. Pre-Approved saddles are as manufactured by: Ford Meter Box Co., style FC202; JCM Industries, Inc., Model No. 406; Mueller Company, DR 2; Style 202NS as manufactured by Romac Industries; or Engineer approved equal.

D. Construct Air Release/Combination Valve manhole in accordance with MP-3 details.

2.08 (ADD) GRAVITY PVC PIPE FITTINGS

- A. Repair couplers, tees, wyes, and bends for Polyvinyl Chloride (PVC) gravity pipe fittings shall be manufactured from the same material as piping.
- B. Gaskets for elastomeric joints shall conform to the requirements of ASTM F477.
- C. Solvent Cement for solvent weld joints shall conform to the requirements of ASTM Specification D2564 and shall be applied in conformance with ASTM D2855. Solvent weld joints will be allowed on PVC cleanout risers only.
- D. Sewer "Wyes" for service connections on new sewer piping shall be in-line sewer wyes. Saddle wyes will not be permitted for use without permission from Engineer.
- E. Sewer "Wyes" for existing piping connections shall be: Romac "CB" Sewer Saddle by Romac Industries Inc.; Inserta-Tee by Fowler Manufacturing Co.; or Engineer approved equal.

2.09 (ADD) TRANSITION COUPLINGS (GRAVITY PIPING)

A. Gasket:

1. Manufactured to meet the material requirements of:

- a. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
- b. ASTM D5926 - Standard Specification for Poly Vinyl Chloride (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems
- c. ASTM C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems

B. Clamps

1. Manufactured to the requirements of CSA B602

- 2. Clamp Housing 301 Stainless Steel
- 3. Clamp Band 301 Stainless Steel
- 4. Clamp Screw 305 Stainless Steel
- 5. Installation Torque 60 in-lbs

C. Shear Ring

- 1. 0.012" Thick, 300 Series Stainless Steel
- 2. Width manufactured according to coupling width (1.50", 2.13", or 4")
- 3. Length manufactured according to coupling diameter
- 4. Clamps spot welded in place

D. Coupling

- 1. Manufactured to conform to the performance requirements of:

- a. ASTM C1173 - standard specification for flexible transition couplings for underground piping systems
- b. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
- c. Maximum test pressure: 4.3 PSI (29.6KPA)
- d. Maximum operating temperature: 140° F non-consistent
- E. (ADD) Pre-Approved transition couplers are Strong Back RC Series Repair Couplings manufactured by Fernco Inc. or Engineer approved equal.

2.10 (ADD) FITTINGS FOR PVC FORCE MAIN PIPE

- A. All fitting shall be same materials as pipe supplied.
- B. Repair couplers and gaskets shall be pressure rated same as piping and meet the following specifications, standards and approvals:
 - 1. NSF Standards 14 & 61
 - 2. ASTM D1784 materials
 - 3. ASTM D3139 joints
 - 4. DR 18 dimensions and pressure ratings per ASTM D2241 for C900 Pipe
 - 5. SDR 21 dimensions and pressure ratings per ASTM D2241 for pressure class 200 pipe
 - 6. ASTM F477 gaskets
- C. All other fittings for use on four (4) inches and larger PVC pipe will be ductile iron fittings conforming to the requirements of paragraph 2.01 above, with the exception of transition couplers as specified in paragraph 2.11.
- D. Fittings for use on 3" or smaller PVC pipe shall be gasket PVC push-on style fittings conforming to ASTM D2241, ASTM F477, and ASTM D3139. Fittings shall be made to the same quality as the piping furnished.

2.11 (ADD) TRANSITION COUPLINGS FOR FORCE MAIN PIPING

- A. The couplings used for transitions between piping of different materials shall be a wide-range flexible coupler with a sleeve type design meeting the requirements of AWWA C219.
 - 1. The coupling body shall be a center sleeve fabricated of high strength carbon steel tubing equivalent to ANSI/AWWA C200. The transition couplers will be readily available in nominal diameter ranges from 1.5 to 24 inches on all pipe classes.
 - 2. Compression End Rings: One gasket compression end ring per coupling end. End rings to be of either one or two bolt designs, fabricated of carbon steel equivalent to ASTM A576. (One bolt per end in Nominal Size ranges of 2 to 12 inches and two bolts per end on the 16 to 24-inch nominal diameter coupling.)

3. Hydraulic Wide Range Gasket: Chloramine Resistant NSF-61 approved EPDM gasket designed with a multi-layered wide range removable outer layer. Gasket hydraulically actuated with a pressure-equalizing dam, pressure cavity and sealing lip for working pressure of 260 psi (1.5 to 16 inches) and 232 psi (18 to 24-inch nominal diameter coupling).
 4. Fasteners shall be grade 304 (A2) or 316 (A4) stainless steel with yield strengths that conform to all nationally recognized standards. Bolts to be coated with an anti-seize type coating to prevent galling.
 5. The interior and exterior coatings shall NSF-61 approved fusion bonded epoxy coating conforming to AWWA C213.
 6. When properly installed the coupling will provide a minimum deflection of 8 degrees, up to 260 psi working pressure and 3/8-inch longitudinal pipe movement without leakage. (Flanged adapters will provide half the longitudinal movement and deflection.)
 7. All products will be proof tested to a minimum of 1.5 times working pressure.
- B. Flanged couplers shall consist of one compression end and gasket, coupling center sleeve, and AWWA Class "D" Flange (per AWWA C207).
- C. Pre-Approved transition couplers are: Hymax-2000 Series wide range coupling; Hymax-2100 Series wide range flanged coupling adapter; "Macro" extended range coupling by Romac Industries, Inc.; or Engineer approved equal.

2.12 (ADD) FASTENERS

All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.13 (ADD) LUBRICANT FOR GASKETED PIPE

Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.14 (ADD) POLYETHYLENE WRAP

All ductile fittings shall be wrapped with polyethylene plastic film having a minimum thickness of 0.008 inches or with a cross woven polyethylene plastic film having a minimum thickness of 0.004 inches.

2.15 (ADD) RESTRAINING DEVICES

- A. Restraint devices for use on ductile iron and C-900 PVC "push-on" joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All

devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Block Buster Series 1390-C; Star Pipe Products Allgrip series 3600 and Pipe Restrainers Series 1200S; EBAA Iron, Inc. Mega-Lug Series 1700; or Engineer approved equal.

- B. Restraint devices for use on mechanical joint to C-900 PVC, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1500; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc GripRing; Romac Industries, Inc RomaGrip; EBAA Iron, Inc. Mega-Lug Series 2000; or Engineer approved equal.
- C. Restraint devices for use on mechanical joint ductile iron, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1300-C; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc. GripRing; EBAA Iron, Inc. Mega-Lug Series 1100; or Engineer approved equal.

2.16 (ADD) GATE VALVES

- A. Gate valves shall be resilient wedge type manufactured to meet all applicable requirements of AWWA Standard for Resilient Seated Gate Valve C509 or C515.
- B. All valves shall have non rising stems, opening by turning left and provided with standard 2-inch square nut operator (hand-wheel operator in manholes) with arrow cast in metal to indicate direction of opening.
- C. Cast iron wedge shall have sealing surfaces of the wedge permanently bonded with resilient material to meet ASTM tests for rubber to metal bond ASTM D429. Each valve shall have a smooth unobstructed waterway free from any sediment pockets. Stuffing boxes shall be O Ring seal type with 2 rings located in stem above thrust collar. Low friction torque reduction thrust bearings shall be located both above and below the stem collar.
- D. Body and cover bolts and nuts shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.
- E. Exterior and interior coatings in accordance with ANSI/AWWA C550 for potable water.

- F. Non rising stems shall be in full compliance with AWWA specification with cast integral stem collar and furnished of bronze conforming to ASTM B584 Alloy A. Stem nuts shall be independent of wedge and shall be made of solid bronze conforming to ASTM B62.
- G. Valves shall have hydrostatic shell test of 400 psi and shut-off test of 200 psi. At the 200-psi shut-off test, valve must be bubble tight with a zero (0) leakage allowance.
- H. Resilient wedge gate valves shall be the product of a manufacturer having a minimum of five (5) years' experience in the manufacture of water works and distribution valves.
- I. Pre-Approved resilient wedge gate valves are as manufactured by: American Darling Valve Co.; Mueller Company; Clow Valve Division; American AVK Company; or Engineer approved equal.

2.17 (ADD) VALVE BOXES

- A. Valve boxes shall be cast iron, 5 1/4" inside diameter, adjustable valve boxes of the screw type with sufficient length for the pipe bury as shown. Where the valve box is shown or required on control manholes, the length shall be sufficient to penetrate the valve marker and the Type II reinforced manhole cover. The cast iron cover of the valve box shall have an arrow indicating the direction of opening.
- B. Covers for sewer piping shall have the word "SEWER" cast on the top.
- C. Pre-Approved valve boxes and covers are as manufactured by: Tyler Pipe Utilities Division; Mueller Co.; or Engineer approved equal.
- D. Each valve box shall be furnished with valve box centering adaptor compatible with the valve boxes furnished.

3.05 FORCE MAIN INSTALLATION

- A. General: ~~(DELETE) Install according to Section 5010.~~
 - 1. (ADD) The Contractor shall install restraining devices in accordance with the manufacturer's recommendations.
 - 2. (ADD) Restraining devices shall be installed on all mechanical joint fittings.
 - 3. (ADD) Joint restraining devices shall be installed on all joints within 30 feet of all fittings.
- B. Tracer Wire: (ADD) See 3.14 Below.
 - 1. Required for all force main installations and sanitary sewer services that extend from the main to the property line. ~~(DELETE) Comply with Section 5010.~~
 - 2. ~~(DELETE) Install tracer wire station at each end of the force main and at additional locations specified in the contract documents.~~
 - 3. ~~(DELETE) Bury end of tracer wire station 2 feet and compact.~~

3.10 SANITARY SEWER CLEANOUT

- A. Provide cleanouts where specified in the contract documents. Comply with (DELETE) ~~Figure 4010.203~~ (ADD) Standard Detail MP-4.

3.12 CONFLICTS

- A. Horizontal Separation of Gravity Sewers from Water Mains: Separate gravity sewer mains from water mains by a horizontal distance of at least 10 feet unless:
3. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of (DELETE) ~~Section 5010, 2.01~~ (ADD) 2.02. However, provide a linear separation of at least 2 feet.
- B. Separation of Sewer Force Mains from Water Mains: Separate sewer force mains and water mains by a horizontal distance of at least 10 feet unless:
1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~Section 5010, 2.01~~ (ADD) 2.02 and

3.14 (ADD) TRACER WIRE INSTALLATION

- A. Tracer wire shall be installed on all force main piping and sanitary sewer services in the trench at the same time as the pipe or immediately prior to starting the backfill of the trench.
- B. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
- C. Splices will be allowed at pipeline intersections, manholes, bored crossings, locator boxes and at other locations as agreed upon by the Engineer. Splices in tracer wire will be made with split bolt or compression-type connectors. Wire nuts may not be used. A waterproof connection is necessary to prevent corrosion. Splices shall be completed in accordance with the manufacturer's recommendations.
- D. Install tracer wire on all sanitary sewer services from the main to the end of the service. Install ground rod at sewer wye and at service end. Connect wire to ground rods and extend wire to the ground surface and loop the wire in a tracer wire terminal box. These boxes shall be located at the connection to sewer service with at least two feet of extra wire inside the box. The tracer wire terminal box must be installed flush with the finished grade.
- E. Install tracer wire on all force main piping. A ground rod shall be installed at each end of the piping and at all tracer wire terminal boxes. Tracer wire terminal boxes shall be installed at each end of the force main piping and as directed by the Engineer.
- F. Prior to final acceptance, all tracer wire shall be electrically tested for continuity from one exposed end to another.
- G. See MP-1 and MP-2 for additional details.

3.15 (ADD) VALVE INSTALLATION

- A. All valves shall be installed in locations as shown on the plans or as directed by the Engineer.
- B. The valve and joints shall be installed in accordance with the manufacturer's recommendations.
- C. All pipe bevels shall be removed prior to installation of any valve or ductile iron fitting.

3.16 (ADD) VALVE BOX INSTALLATION

- A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box.
- B. Valve box centering device shall be installed to center valve box on valve.
- C. Valve boxes shall be centered and plumb over the operating nut of the valve and shall be set so that no shock or stress will be transmitted to the valve.
- D. Tops of the valve boxes shall be set flush with the valve identification collar or manhole cover unless otherwise directed.

3.17 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
 - 1. MP-1 Typical Sanitary Sewer Service Detail
 - 2. MP-2 Typical Sanitary Sewer Service with Riser Detail
 - 3. MP-3 Typical Air Release/Combination Valve Manhole Detail
 - 4. MP-4 Typical Service Line Cleanout Detail
 - 5. MP-8 Typical Sanitary Sewer Utility Crossing Detail
 - 6. MR-5 Typical Street Utility Section Detail
- B. Deleted SUDAS Figures
 - 1. 4010.201 Sanitary Sewer Service Stub
 - 2. 4010.201 Sanitary Sewer Service Stub
 - 3. 4010.202 Sewage Air Release Valve Pit
 - 4. 4010.203 Sanitary Sewer Cleanout

**MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST**

- A. Deflection/Mandrel Testing – all Flexible Sanitary Sewer Pipe
- B. Low Pressure Air Testing of Pipe – For Sanitary Sewer
- C. Lateral Construction Forms – All Sanitary Sewer Laterals
- D. Warranty Bond – Sanitary and Storm Sewers (See Specifications Part I)
- E. TV Inspection – For Sanitary and Storm Sewer Pipe.
- F. As-Built Drawings – For Sanitary and Storm Sewers
- G. Engineering Certificate of Completion in accordance with the Plans and Specifications – Sanitary and Storm Sewers
- H. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

DEFLECTION TESTING OF FLEXIBLE PIPE

Deflection tests shall be performed on all flexible sanitary sewer pipes. The deflection test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe and the tests shall be performed without mechanical pulling devices.

PROJECT NAME: _____
LOCATION: _____
CONTRACTOR: _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

LOW PRESSURE TESTING OF SANITARY SEWER LINE (ASTM: F 1417)

PROJECT NAME: _____
LOCATION: _____
CONTRACTOR: _____

LIST SECTION TESTED: DATE: _____
Start Station.: _____ MH Upstream _____
End Station: _____ MH Downstream _____
Pipe Dia. _____ Length _____
Initial Pressure: _____ psi
Starting Test Pressure: _____ psi
Ending Test Pressure: _____ psi
Test Duration: _____ Min(s)
Comments: _____

TEST INFORMATION:

Constant Pressure Method:
Rotameter reading: _____ cf/min
Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___

Time-Pressure Drop Method

Time for 1.0 psi drop: _____ Min(s) --OR--
Variance in Test Pressure: _____ psi
Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____
Start Station.: _____ MH Upstream _____
End Station: _____ MH Downstream _____
Pipe Dia. _____ Length _____
Initial Pressure: _____ psi
Starting Test Pressure: _____ psi
Ending Test Pressure: _____ psi
Test Duration: _____ Min(s)
Comments: _____

TEST INFORMATION:

Constant Pressure Method:
Rotameter reading: _____ cf/min
Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___

Time-Pressure Drop Method

Time for 1.0 psi drop: _____ Min(s) --OR--
Variance in Test Pressure: _____ psi
Variance allowed by local jurisdiction: _____ psi
CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____
Start Station.: _____ MH Upstream _____
End Station: _____ MH Downstream _____
Pipe Dia. _____ Length _____
Initial Pressure: _____ psi
Starting Test Pressure: _____ psi
Ending Test Pressure: _____ psi
Test Duration: _____ Min(s)
Comments: _____

TEST INFORMATION:

Constant Pressure Method:
Rotameter reading: _____ cf/min
Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___

Time-Pressure Drop Method

Time for 1.0 psi drop: _____ Min(s) --OR--
Variance in Test Pressure: _____ psi
Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

Project Representative

Project Engineer

City of Marshalltown, Iowa

SANITARY SEWER LATERAL CONSTRUCTION FORM

Project Number _____

Date Wye Installed: 20____

4Date Service Installed: 20____ (NA) if no service

Street Address: (or) _____

General Location: _____

Upstream Manhole # _____ Downstream Manhole # _____

Service Status: _____ 1 - Active 2 - Inactive 3 - Abandoned

Connection Type: _____ 2 - Wye 3 - MH stub 4 - Tap

Diameter (inches): _____

Pipe Material: _____ 1 - VCP 2 - PVC 3 - Concrete 4 - RCP
5 - DIP 6 - CIP 7 - CMP

Slope/Fall (%): _____ Length (feet): _____

Source of Data: _____ 1 - Construction Inspection 2 - Superintendent

Direction from Main: _____ Distance from Upstream MH (feet): _____

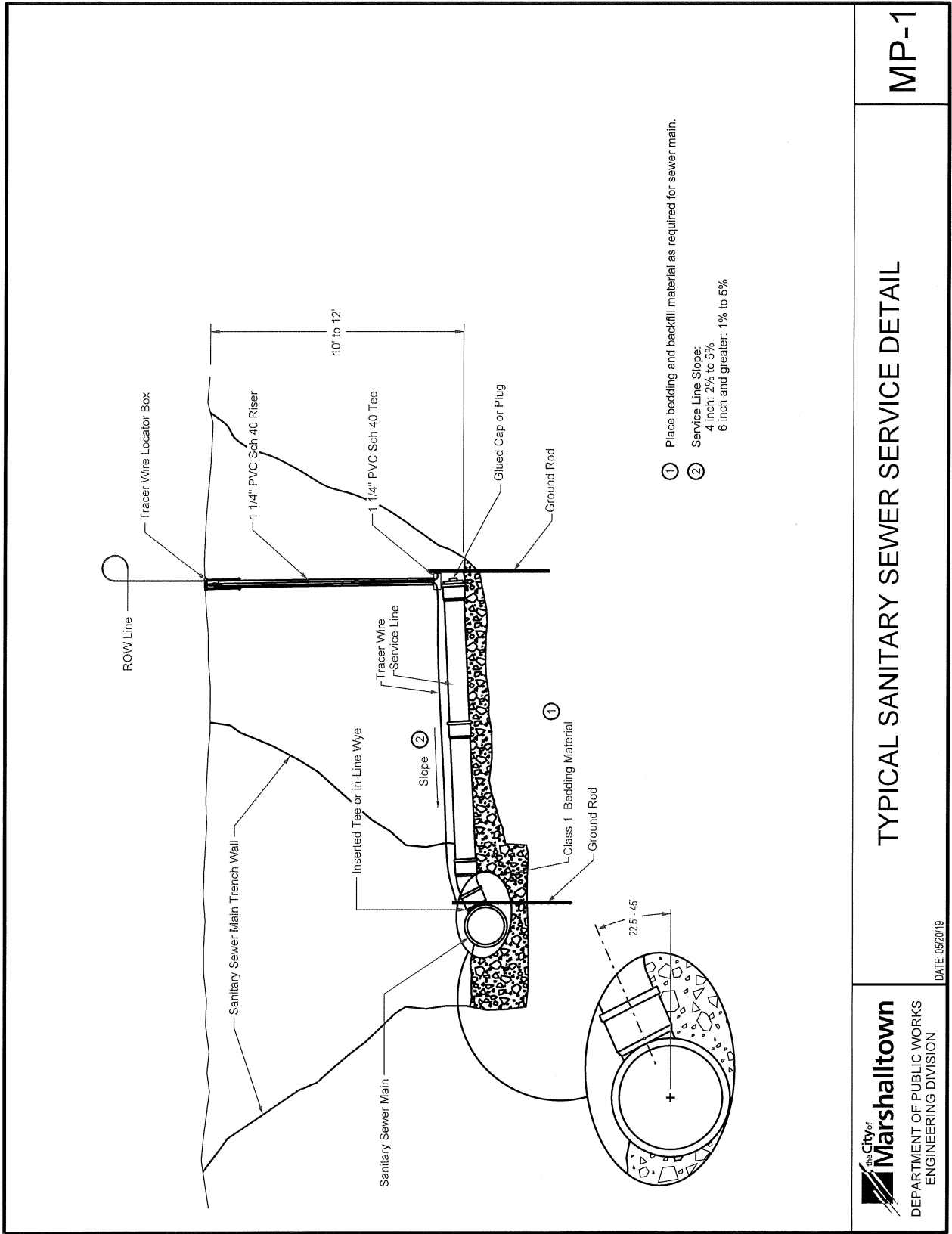
Depth at Main (feet): _____ Depth at Property Line (feet): _____

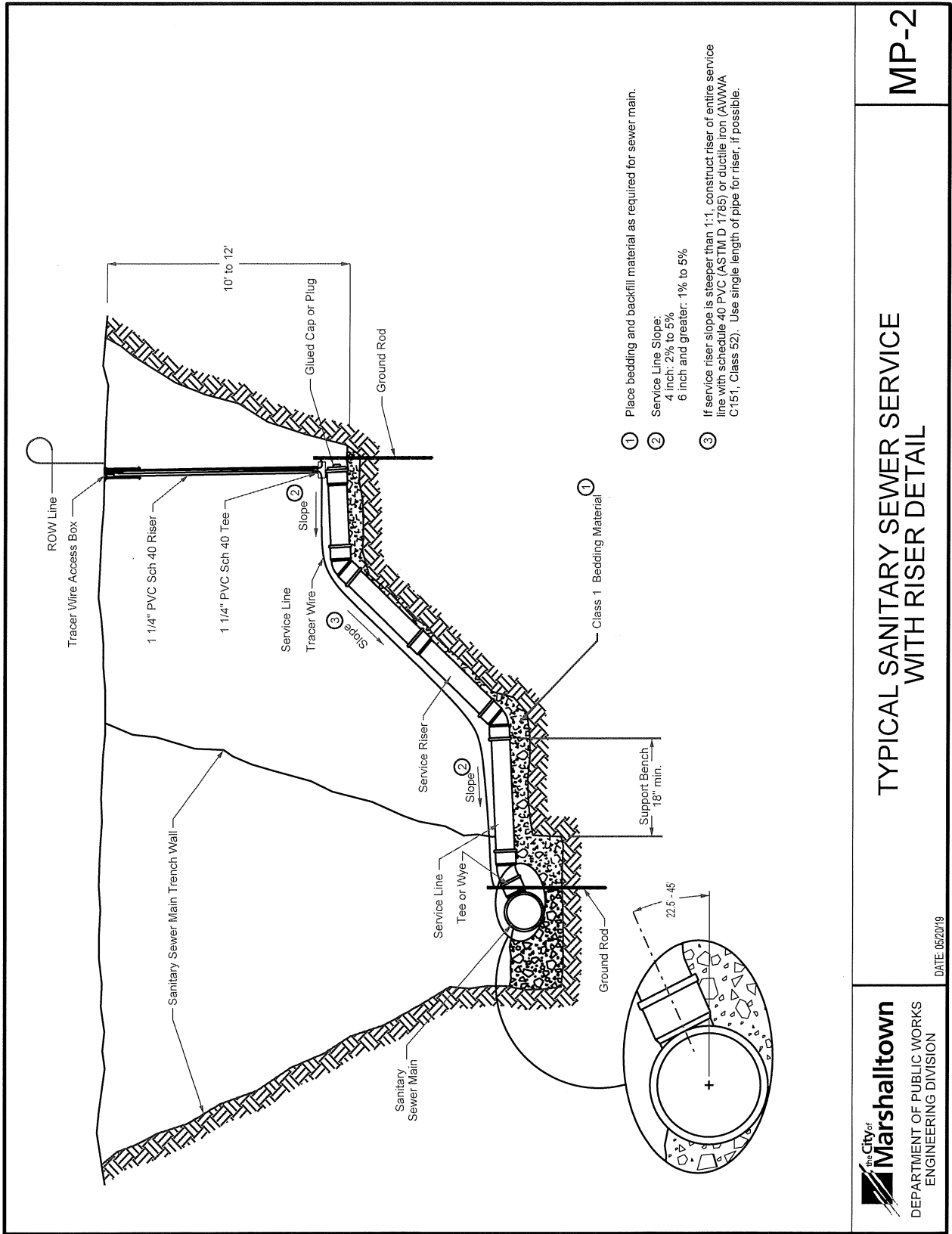
Depth at service end (feet): _____ (NA) if no service

Indicate North:	
○	○
Upstream	Downstream
MH# _____	MH# _____
Station: _____	Station: _____
Wye Station: _____	
Service end Station: _____	
Service Offset Direction/Distance (feet): _____	

Inspector: _____

Department of Public Works
Engineering Division





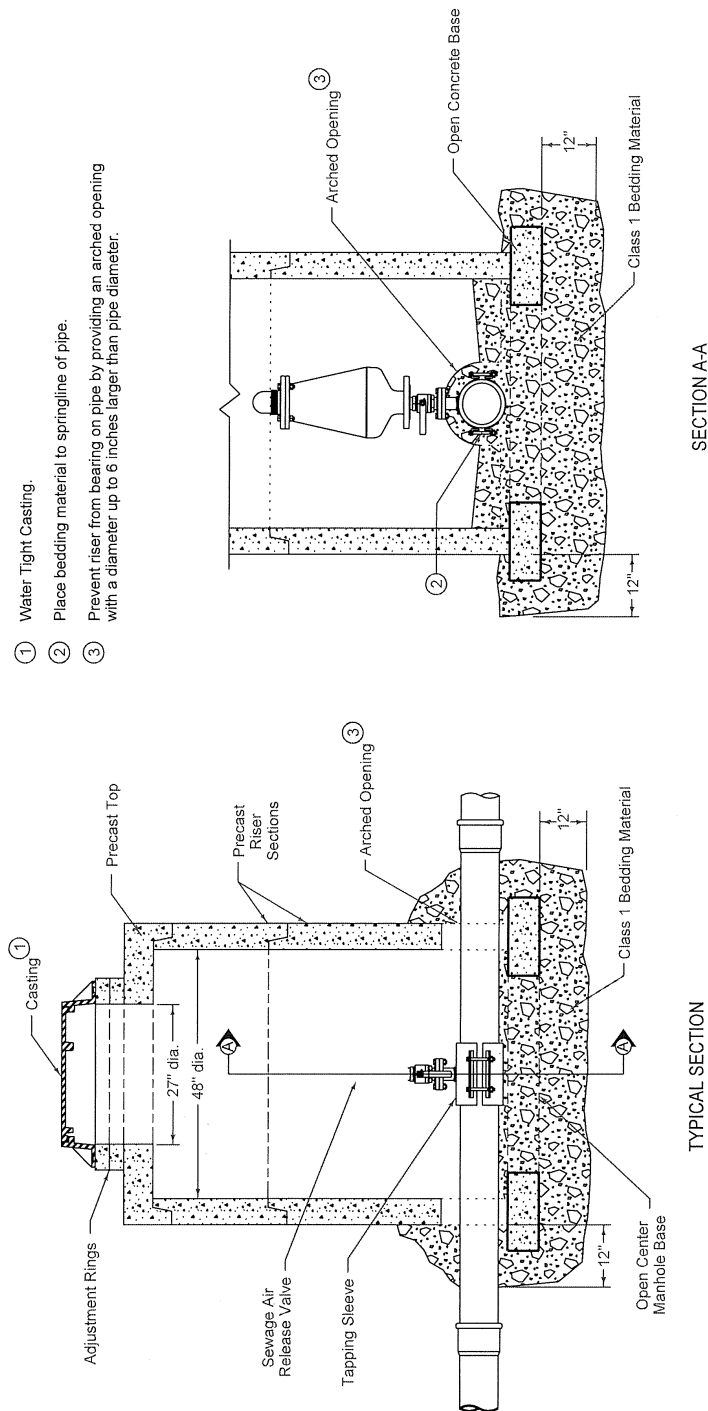
TYPICAL SANITARY SEWER SERVICE WITH RISER DETAIL

MP-2



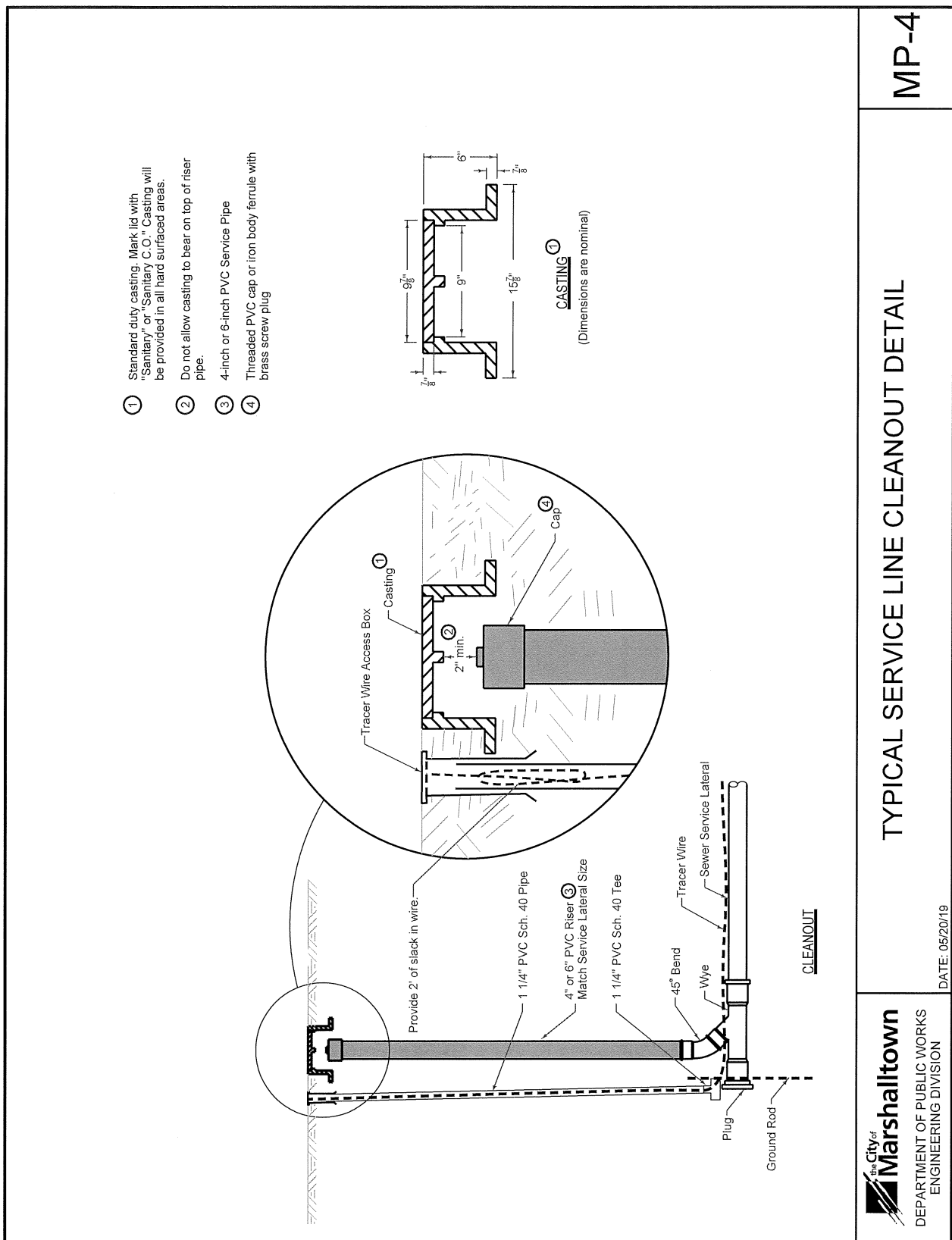
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19



TYPICAL AIR RELEASE/COMBINATION VALVE
MANHOLE DETAIL

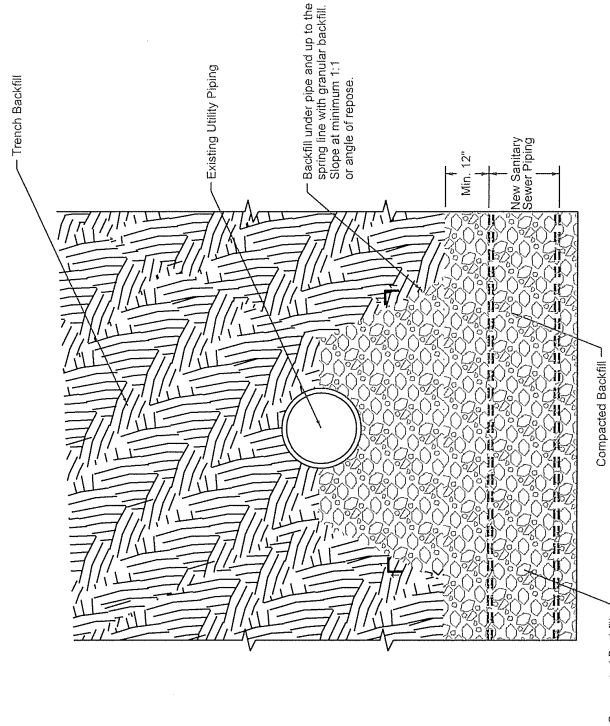
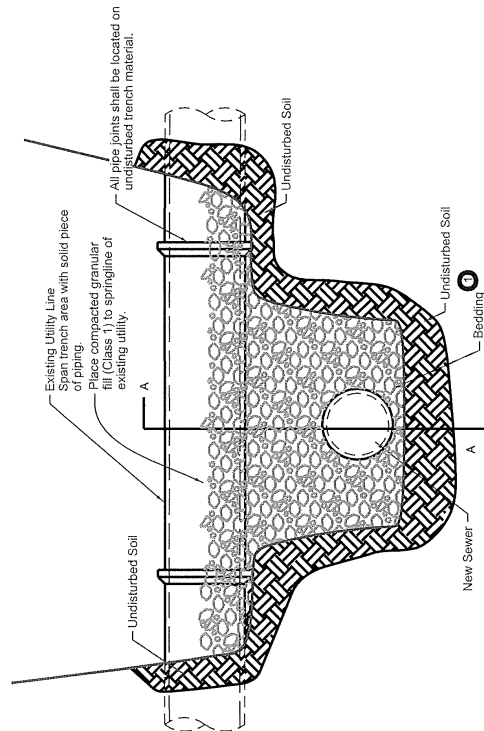
MP-3



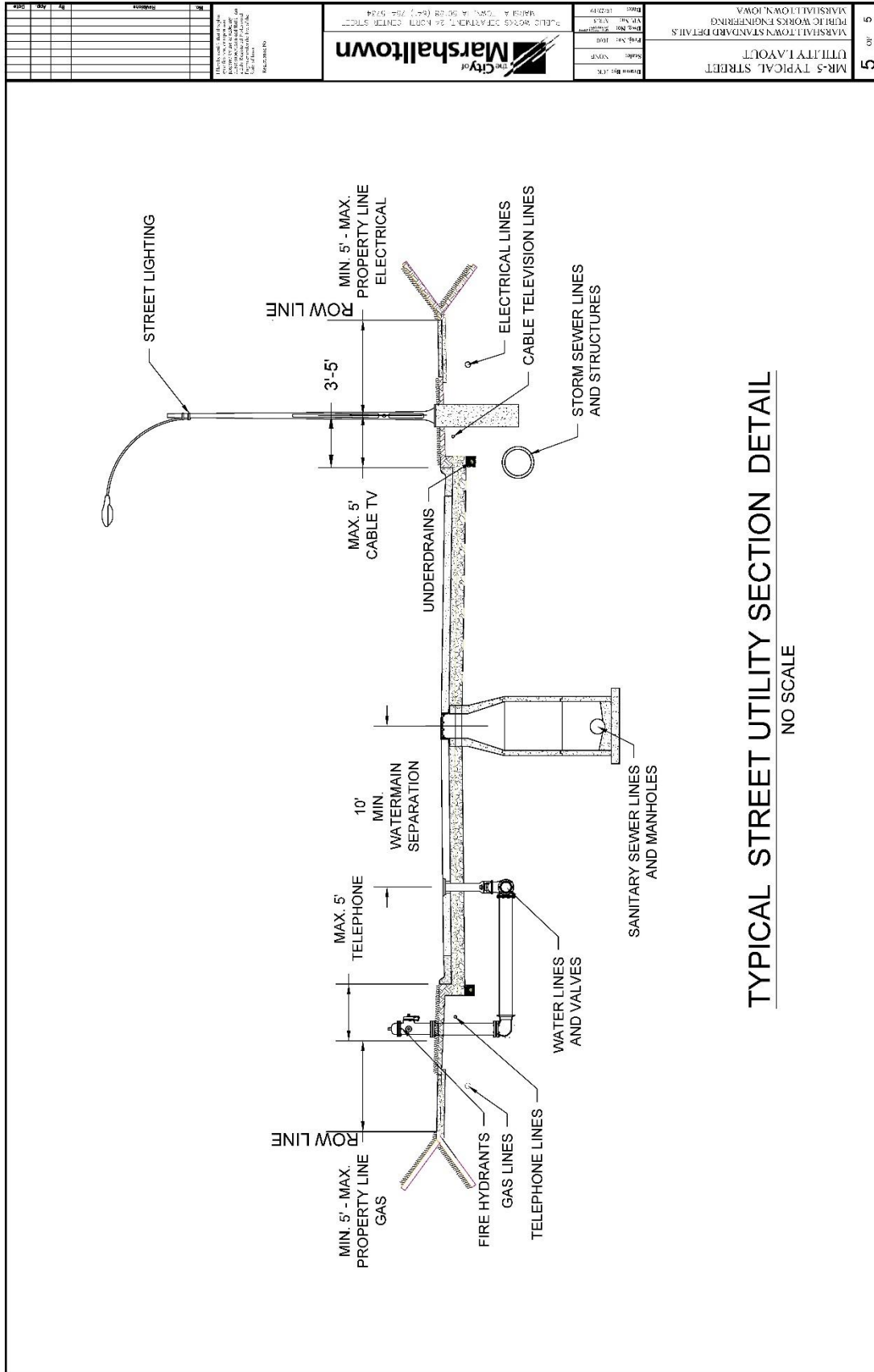
The Contractor may, at their option, use flowable mortar to support the existing utility line (sewer lines, water lines, gas lines, etc.) in place of the compacted backfill. Flowable fill will be placed in same configuration as granular backfill or as directed by the Engineer.

Allow flowable mortar fill to cure a minimum of 24 hours before placing backfill material.

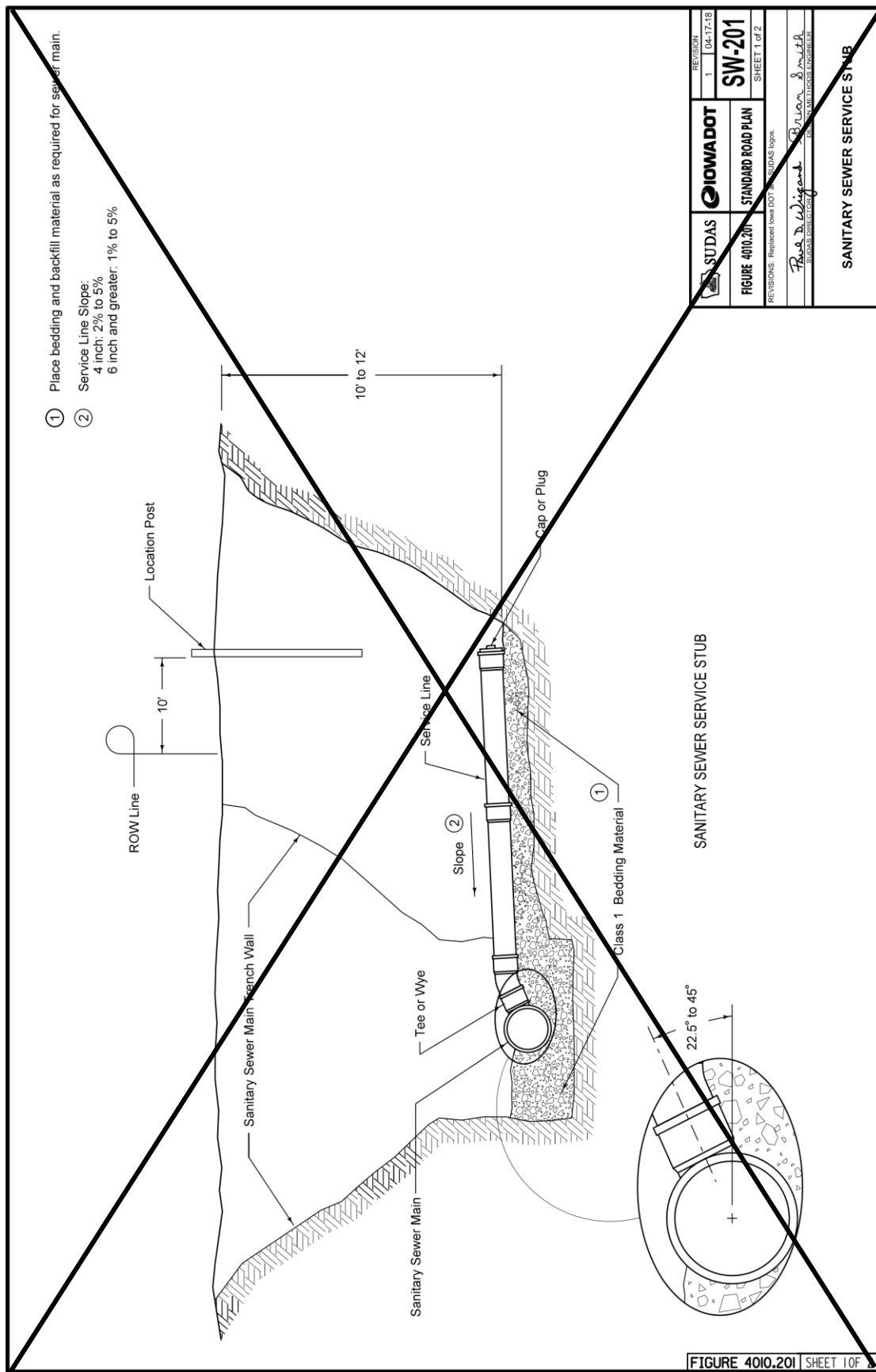
- ③ Bedding shall comply with Class 1 gradation. Material shall be placed in lifts not exceeding 12-inches and compacted to 95% Standard proctor density. Care shall be taken not to displace either pipe during backfill.



SECTION A-A

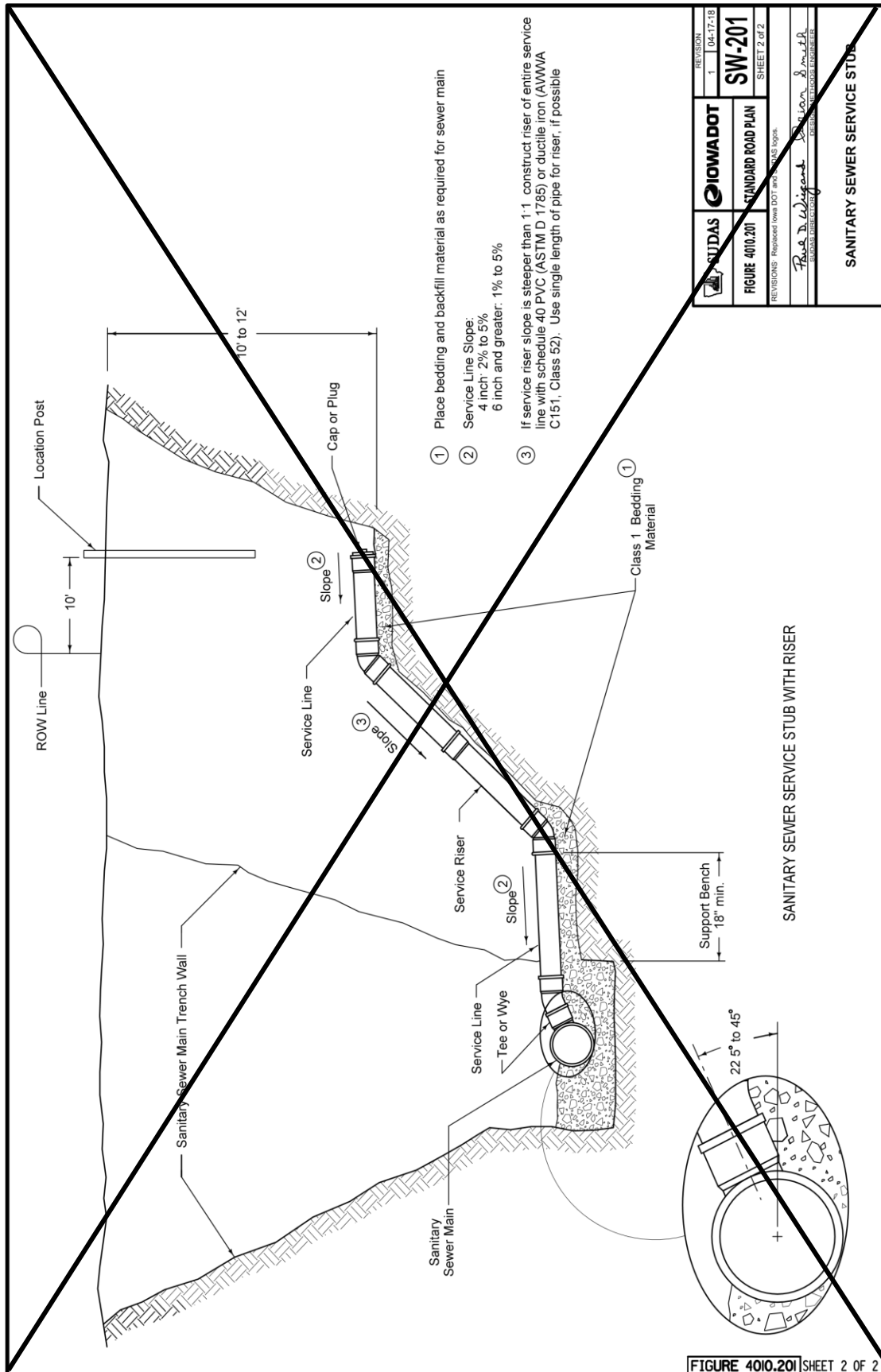


5	MARSHALL TOWN STANDARD DETAILS UTILITY LAYOUT PUBLIC WORKS ENGINEERING MARSHALL TOWN, IOWA	Date: 12/20/19 Drawn By: JCR Scale: 1"=10' Project No: 100 City: Marshalltown, IA State: Iowa	 PUBLIC WORKS DEPARTMENT, 26 NORTH CHURCH STREET MARSHALLTOWN, IOWA 50101-2024	Title: _____ No.: _____ Revision: _____ Date: _____ By: _____ Check: _____ Approved: _____ Date: _____
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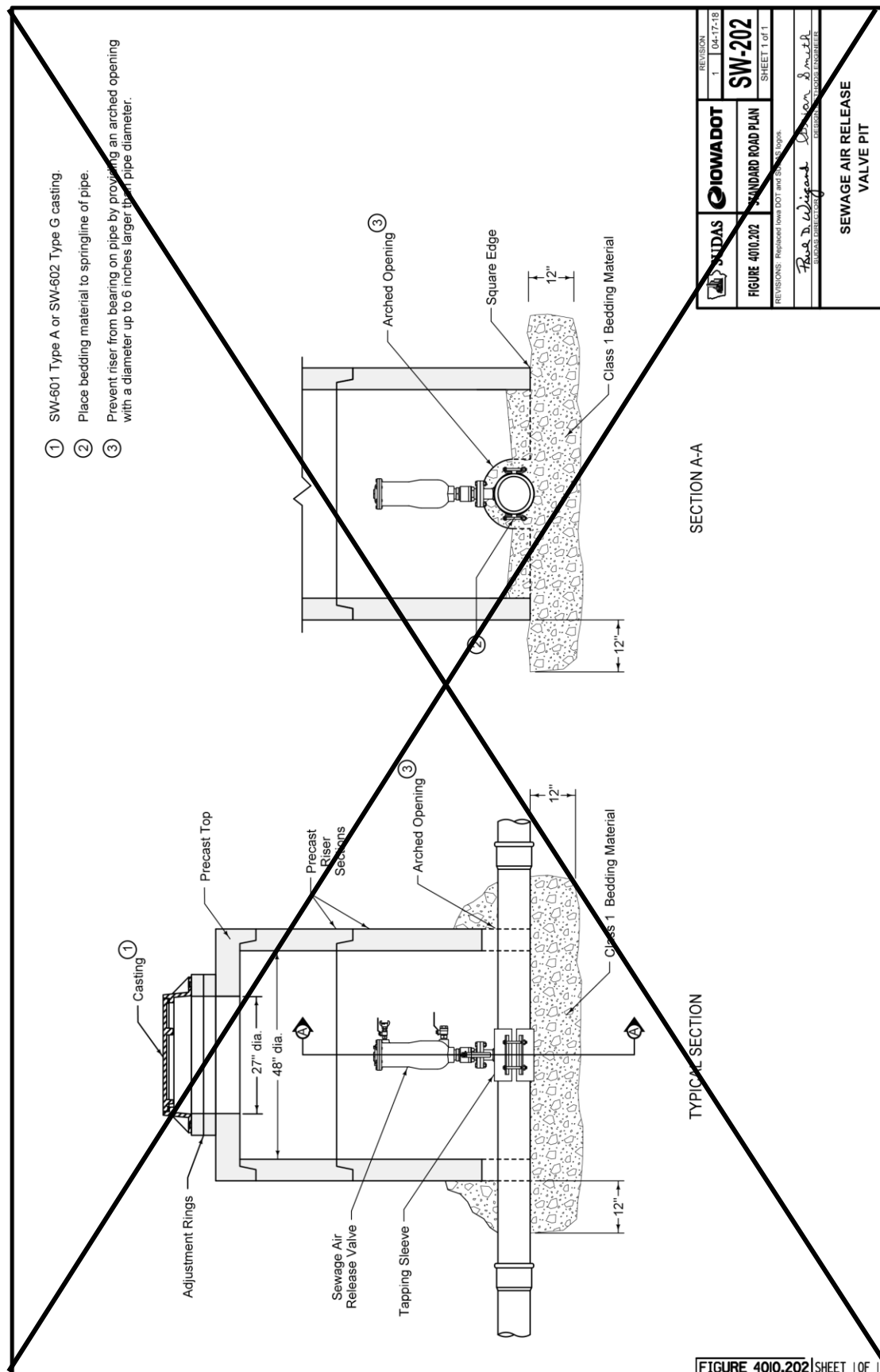


SUDAS		IOWA DOT	REVISION	1	04-17-18
FIGURE 4010.201			SW-201		
STANDARD ROAD PLAN		SHEET 1 of 2			
REVISIONS: Replaced Iowa DOT and SUDAS logos.					
Rae D. Wiegand		Brian J. Smith			
PROJECT MANAGER		DESIGNER			

SANITARY SEWER SERVICE STUB



REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Registered Iowa DOT and IAS logos		SHEET 2 of 2
<i>Bob D. Wiegand</i> DESIGN ENGINEER		
SANITARY SEWER SERVICE STUB		



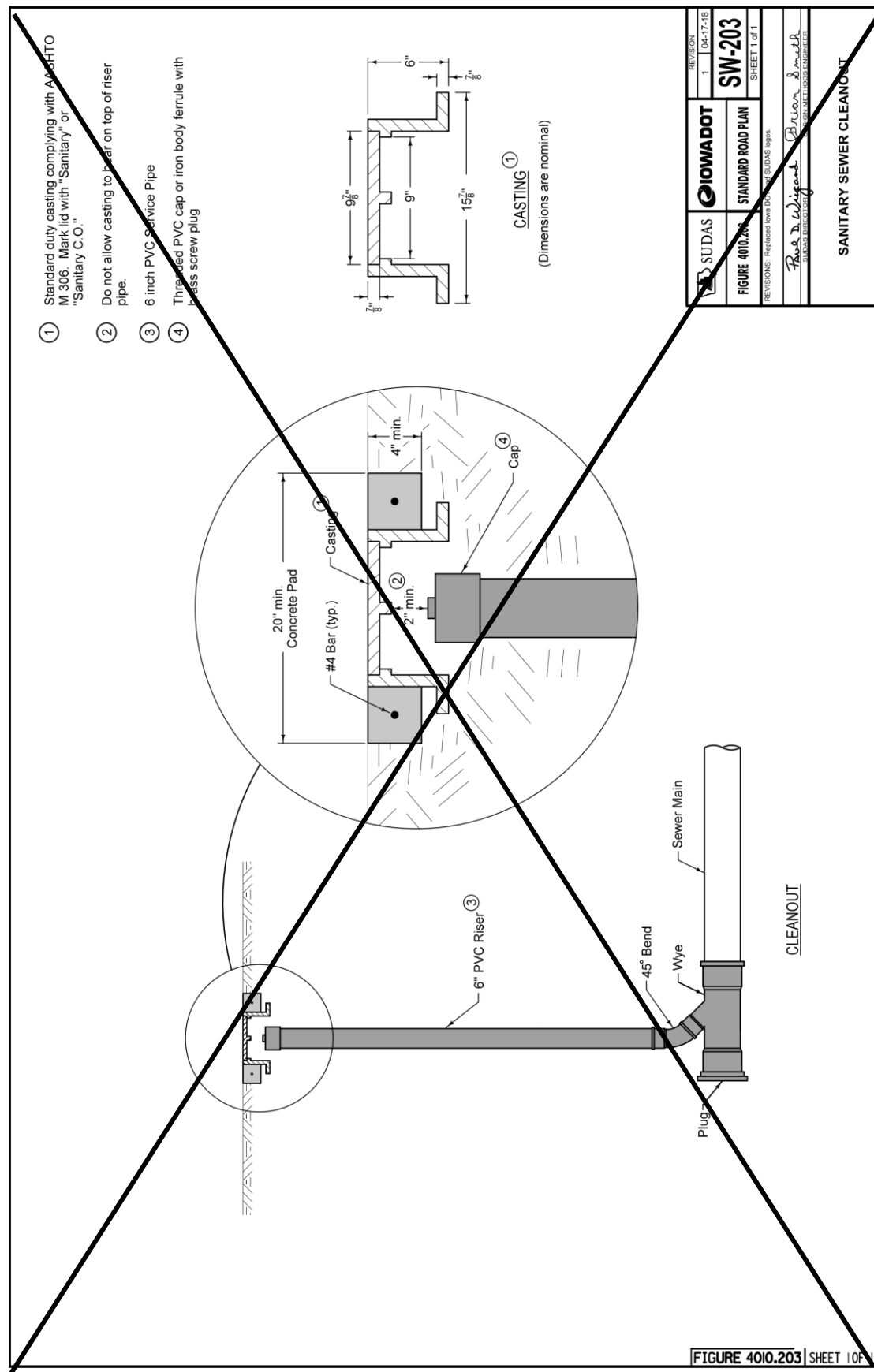


FIGURE 4010.203 | SHEET 1 OF 1

REVISION	1	04-17-18
IOWA DOT	SW-203	SHEET 1 of 1
SUDAS	STANDARD ROAD PLAN	
FIGURE 4010.203		
REVISIONS: Replaced Iowa DOT SW-203 with SUDAS logo. <i>Rose D. Wigand</i> SUDAS PROJECT ENGINEER		
SANITARY SEWER CLEANOUT		

SECTION 04020 - STORM SEWERS

PART 1 - GENERAL

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

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

3.02 PIPE INSTALLATION

A. General:

8. (ADD) All lift holes in the pipe shall be filled with concrete.
9. (ADD) Protect utilities crossing the sewer main trench.

B. Trenched:

7. (ADD) No more than 300-feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.07 CONFLICTS

A. Horizontal Separation of Gravity Sewers from Water Mains:

2. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of Section (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. However, provide a linear separation of at least 2 feet.

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

1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. and

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following detail.

1. MR-5 Typical Street Utility Section Detail

SECTION 4030 - PIPE CULVERTS

PART 1 – GENERAL

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

PART 2 - PRODUCTS

2.01 PIPE CULVERTS

B. Entrance Pipe Culverts: The following pipe culvert types described in Section 4020 may be used within right-of-way as entrance pipe culverts:

5. Corrugated Metal Pipe (CMP). (ADD) Use of this pipe material requires specific approval by the Engineer.
6. Spiral Rib Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
7. Coated Corrugated Metal Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
8. Corrugated Metal Arch Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.

C. Structural Plate Culverts: Structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

6. (ADD) Use of this pipe material requires specific approval by the Engineer.

D. Aluminum Structural Plate Culverts: Aluminum structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

9. (ADD) Use of this pipe material requires specific approval by the Engineer.

PART 3 - EXECUTION

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

Add the following details:

- A. DR-121 Connected Pipe Joints
- B. DR-203 Metal Pipe Aprons and Beveled Ends
- C. DR-211 Metal Safety Slope Apron 6:1 Slope
- D. DR-212 Beveled Pipe and Guard

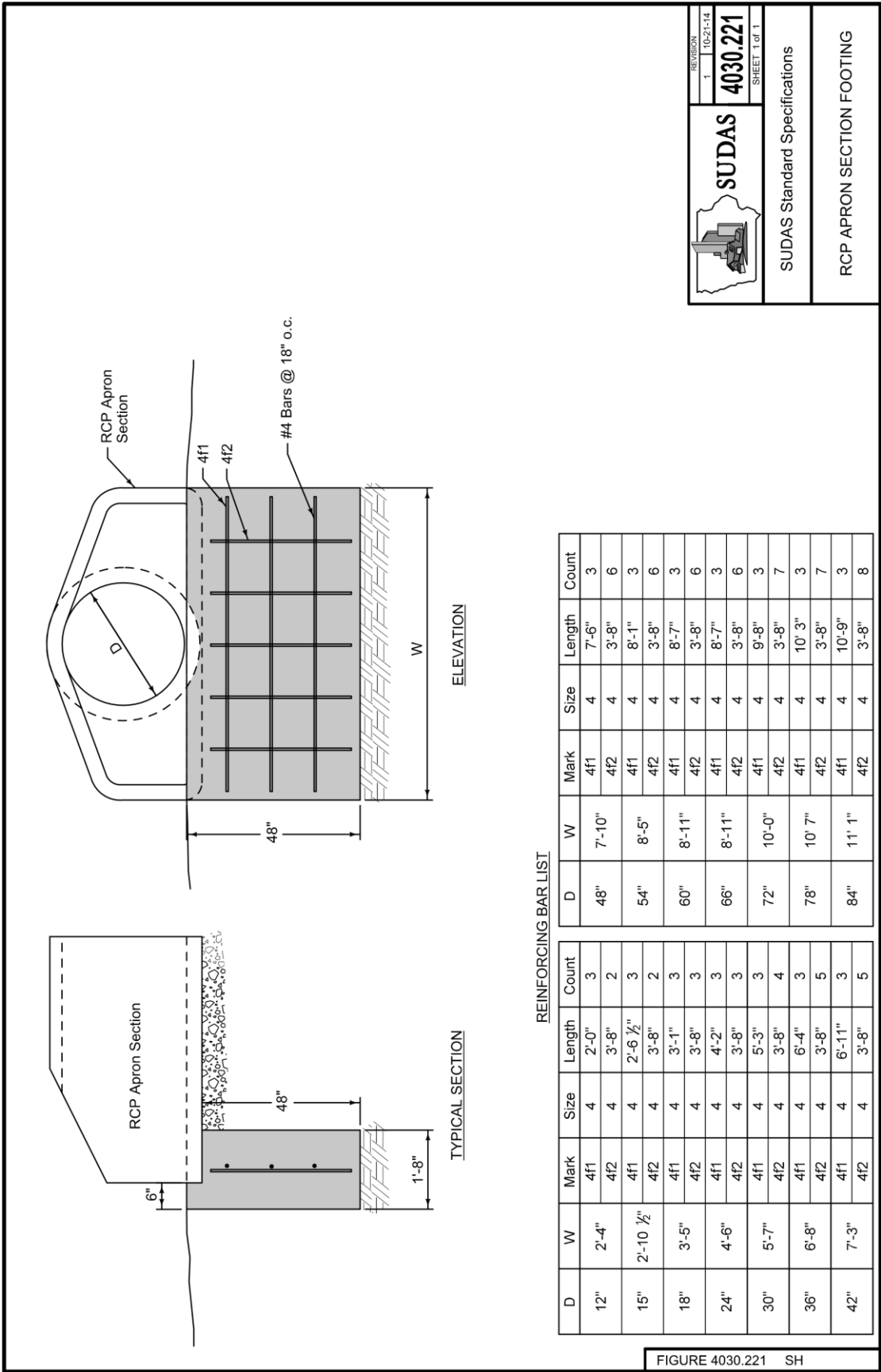
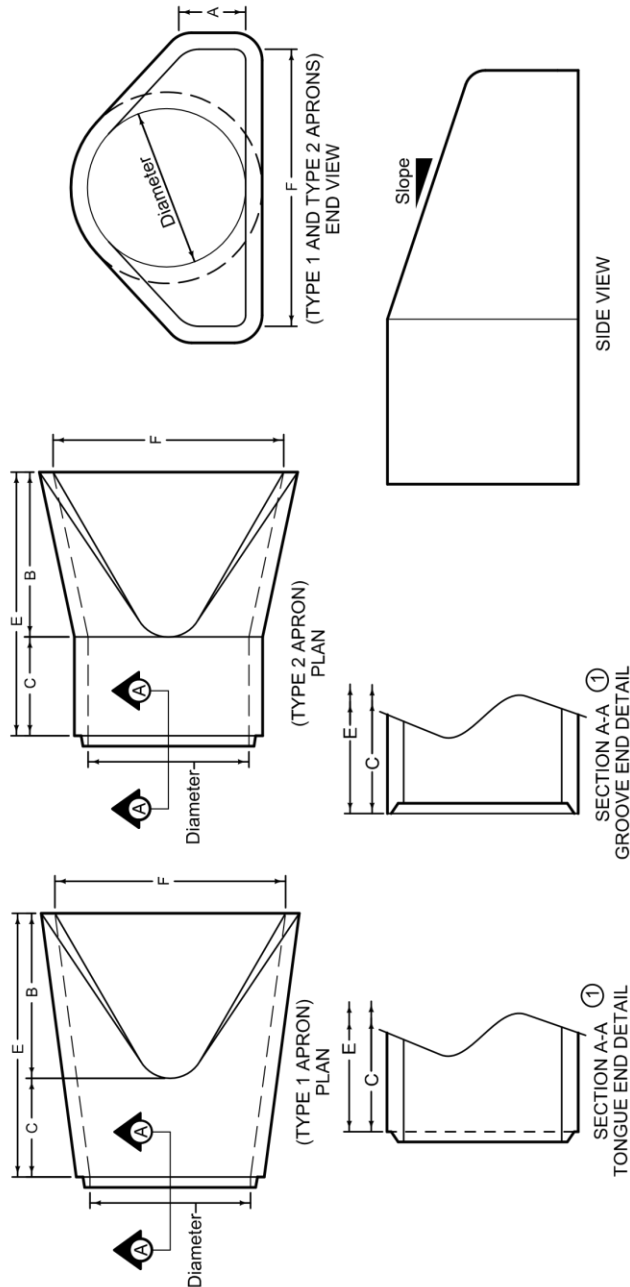


FIGURE 4030.221 SH

Dimension 'E' shown is the minimum and is considered the design length. Adjust for any difference between the actual length of concrete apron installed and the length indicated below for the length of concrete culvert pipe furnished.

- ① Tongue end used on inlet end section. Groove end used on outlet end section.



TYPE 1 APRONS					
DIAM.	SLOPE	A	B	MINIMUM	
				C	E
12"	2.4:1	4"	2'-0"	4'- $\frac{7}{8}$ "	6'- $\frac{7}{8}$ "
15"	2.4:1	6"	2'-3"	3'-10"	6'-1"
18"	2.3:1	9"	2'-3"	3'-10"	6'-1"
21"	2.4:1	9"	3'-0"	3'- $\frac{9}{8}$ "	6'- $\frac{1}{2}$ "
24"	2.5:1	9 $\frac{1}{2}$ "	3'-7 $\frac{1}{2}$ "	2'-6"	6'- $\frac{1}{2}$ "
27"	2.5:1	10 $\frac{1}{2}$ "	4'-1"	2'-0"	6'- $\frac{1}{2}$ "
30"	2.5:1	12"	4'-6"	1'- $\frac{7}{8}$ "	6'- $\frac{1}{2}$ "
36"	2.5:1	15"	5'-3"	2'-9"	8'-0"
42"	2.5:1	21"	5'-3"	2'-9"	8'-0"
48"	2.5:1	24"	6'-0"	2'-0"	8'-0"
54"	1.8:1	27"	5'-0"	3'-0"	8'-0"
60"	1.6:1	29 $\frac{1}{2}$ "	5'-0"	3'-0"	8'-0"
66"	1.7:1	30"	6'-0"	2'-3"	8'-3"
72"	1.6:1	30"	6'-6"	1'-9"	8'-3"
78"	1.8:1	36"	7'-6"	1'-9"	9'-3"
84"	1.3:1	20 $\frac{1}{2}$ "	6'-9"	2'-6 $\frac{1}{2}$ "	9'-3 $\frac{1}{2}$ "

TYPE 2 APRONS					
DIAM.	SLOPE	A	B	MINIMUM	
				C	E
12"	2.4:1	4"	2'-0"	4'- $\frac{7}{8}$ "	6'- $\frac{7}{8}$ "
15"	2.4:1	6"	2'-3"	3'-10"	6'-1"
18"	2.3:1	9"	2'-3"	3'-10"	6'-1"
21"	2.4:1	9"	3'-0"	3'- $\frac{9}{8}$ "	6'- $\frac{1}{2}$ "
24"	2.5:1	9 $\frac{1}{2}$ "	3'-7 $\frac{1}{2}$ "	2'-6"	6'- $\frac{1}{2}$ "
27"	2.5:1	10 $\frac{1}{2}$ "	4'-1"	2'-0"	6'- $\frac{1}{2}$ "
30"	2.5:1	12"	4'-6"	1'- $\frac{7}{8}$ "	6'- $\frac{1}{2}$ "
36"	2.5:1	15"	5'-3"	2'-9"	8'-0"
42"	2.5:1	21"	5'-3"	2'-9"	8'-0"
48"	2.5:1	24"	6'-0"	2'-0"	8'-0"
54"	1.8:1	27"	5'-0"	3'-0"	8'-0"
60"	1.6:1	29 $\frac{1}{2}$ "	5'-0"	3'-0"	8'-0"
66"	1.7:1	30"	6'-0"	2'-3"	8'-3"
72"	1.6:1	30"	6'-6"	1'-9"	8'-3"
78"	1.8:1	36"	7'-6"	1'-9"	9'-3"
84"	1.3:1	20 $\frac{1}{2}$ "	7'-6 $\frac{1}{2}$ "	1'-9"	9'-3 $\frac{1}{2}$ "

FIGURE 4030.222



SUDAS

4030.222

REVISION

Now 10-18-16

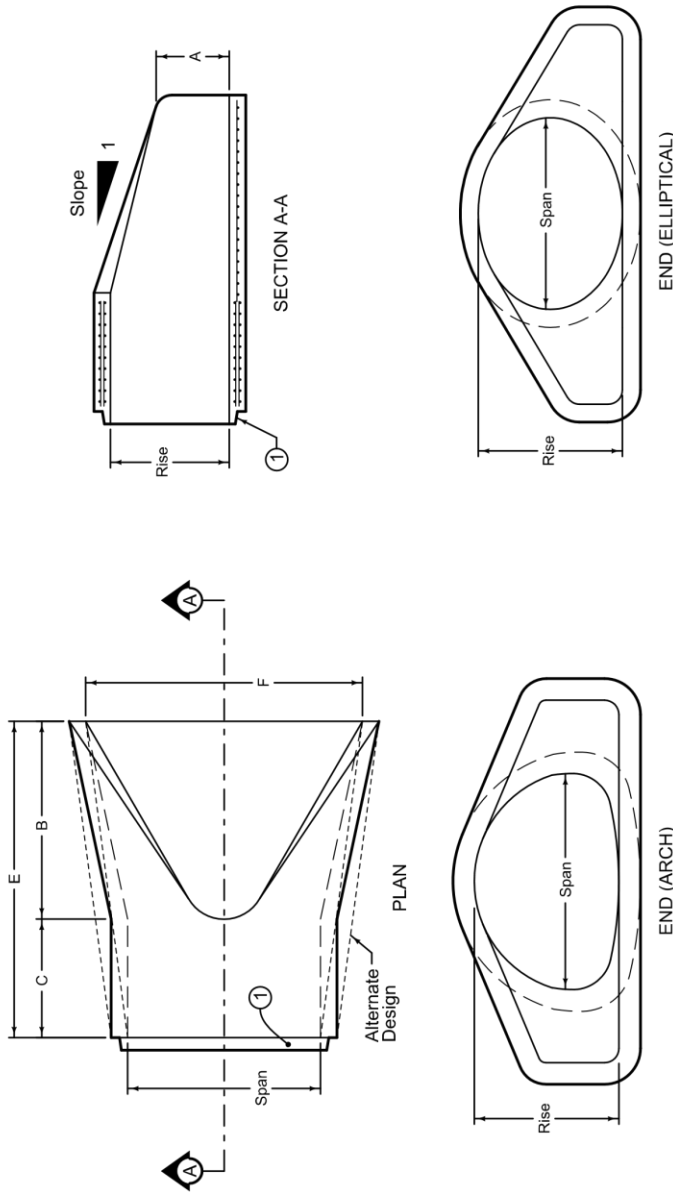
SHEET 1 of 1

SUDAS Standard Specifications

CIRCULAR CONCRETE APRONS

Dimension 'E' shown is the minimum and is considered the design length. Adjust for any difference between the actual length of concrete apron installed and the length indicated below for the length of concrete culvert pipe furnished.

- ① Tongue end used on inlet end section. Groove end used on outlet end section.



EQUIVALENT DIAMETER Inches	SLOPE	APPROXIMATE DIMENSIONS Inches					
		A	B	C	E	F	
18	3:1	7	27	45	72	36	
24	3:1	8½	39	33	72	48	
30	3:1	9½	50	46	96	60	
36	3:1	11½	60	36	96	72	
42	3:1	15½	60	36	96	78	
48	3:1	21	60	36	96	84	
54	3:1	25½	60	36	96	90	
60	3:1	31	60	36	96	96	
72	2:1	31	60	39	99	120	
84	2:1	21½	83	19	102	144	

ARCH PIPE

EQUIVALENT DIAMETER Inches	SLOPE	APPROXIMATE DIMENSIONS Inches					
		A	B	C	E	F	
18	3:1	7½	27	45	72	36	
24	3:1	8½	39	33	72	48	
30	3:1	9½	54	18	72	60	
36	2.5 to 1	11½	60	24	84	72	
42	2.5 to 1	15½	60	36	96	78	
48	2.5 to 1	21	60	36	96	84	
54	2.5 to 1	25½	60	36	96	90	
60	2.5 to 1	30	60	36	96	96	
72	2.5 to 1	36	63	33	96	108	
90	1.6 to 1	36½	58	38	96	113	

ELLIPTICAL PIPE



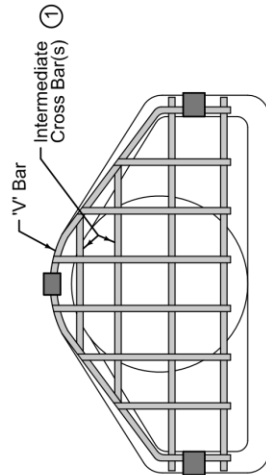
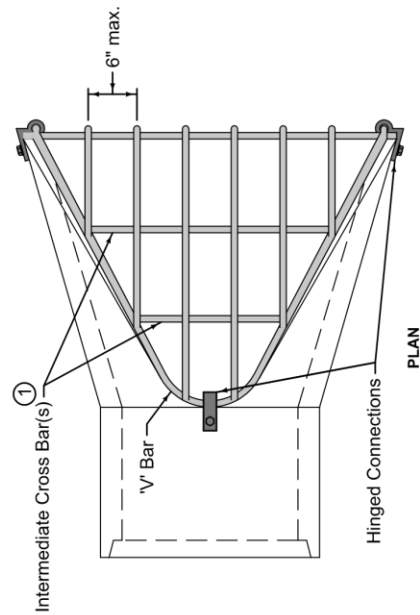
REVISION
New 10-18-16
4030.223

SHEET 1 of 1

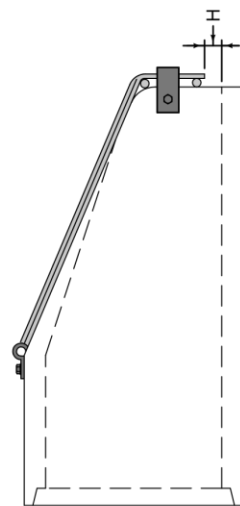
SUDAS Standard Specifications

ARCH AND ELLIPTICAL
CONCRETE PIPE APRONS

FIGURE 4030.223



PROFILE



PIPE SIZE	ROUND		ARCH		ELLIPTICAL	
	H	EQUIVALENT DIAMETER	H	EQUIVALENT DIAMETER	H	EQUIVALENT DIAMETER
12"	2 3/4"	18" to 24"	4"	18"	3"	18"
15"	3"	30" to 36"	5"	24"	4"	24"
18" - 24"	4"	42" to 54"	6"	30" to 36"	5"	30" to 36"
27" - 36"	5"	60" to 72"	7"	42" to 54"	6"	42" to 54"
42" - 54"	6"			60"	7"	60"
60" - 72"	7"					
78" - 90"	8"					

PIPE SIZE (DIA. or EQUIV.)	BAR SIZES		HOLE DIA. REQ'D.	BOLT DIA.	BAR SIZE
	ROUND	ARCH			
12" - 24"	3/4"	3/4"	3/4"	3/4"	3/4"
27" - 48"	1 1/4"	1 1/4"	1 1/4"	1 1/4"	1 1/4"
54" - 90"	1 3/4"	1 3/4"	1 3/4"	1 3/4"	1 3/4"
up to 24" eq.	3/4"	3/4"	3/4"	3/4"	3/4"
30" to 48"	1 1/4"	1 1/4"	1 1/4"	1 1/4"	1 1/4"
54" to 72"	1 3/4"	1 3/4"	1 3/4"	1 3/4"	1 3/4"
up to 24" eq.	3/4"	3/4"	3/4"	3/4"	3/4"
30" to 48"	1 1/4"	1 1/4"	1 1/4"	1 1/4"	1 1/4"
54" to 60"	1 3/4"	1 3/4"	1 3/4"	1 3/4"	1 3/4"

BOLT LENGTH = PIPE WALL THICKNESS + 2 1/2"

Provide guard dimensions to fit with type of apron provided. Ensure 'V' Bar completely rests on apron.

- All guards must include at least one intermediate cross bar. If pipe diameter, or equivalent diameter, is 60 inches or greater, use two intermediate cross bars equally spaced.

SUDAS

REVISION
New 10-18-16
4030.224
SHEET 1 of 1

SUDAS Standard Specifications

CONCRETE PIPE APRON GUARD

FIGURE 4030.224

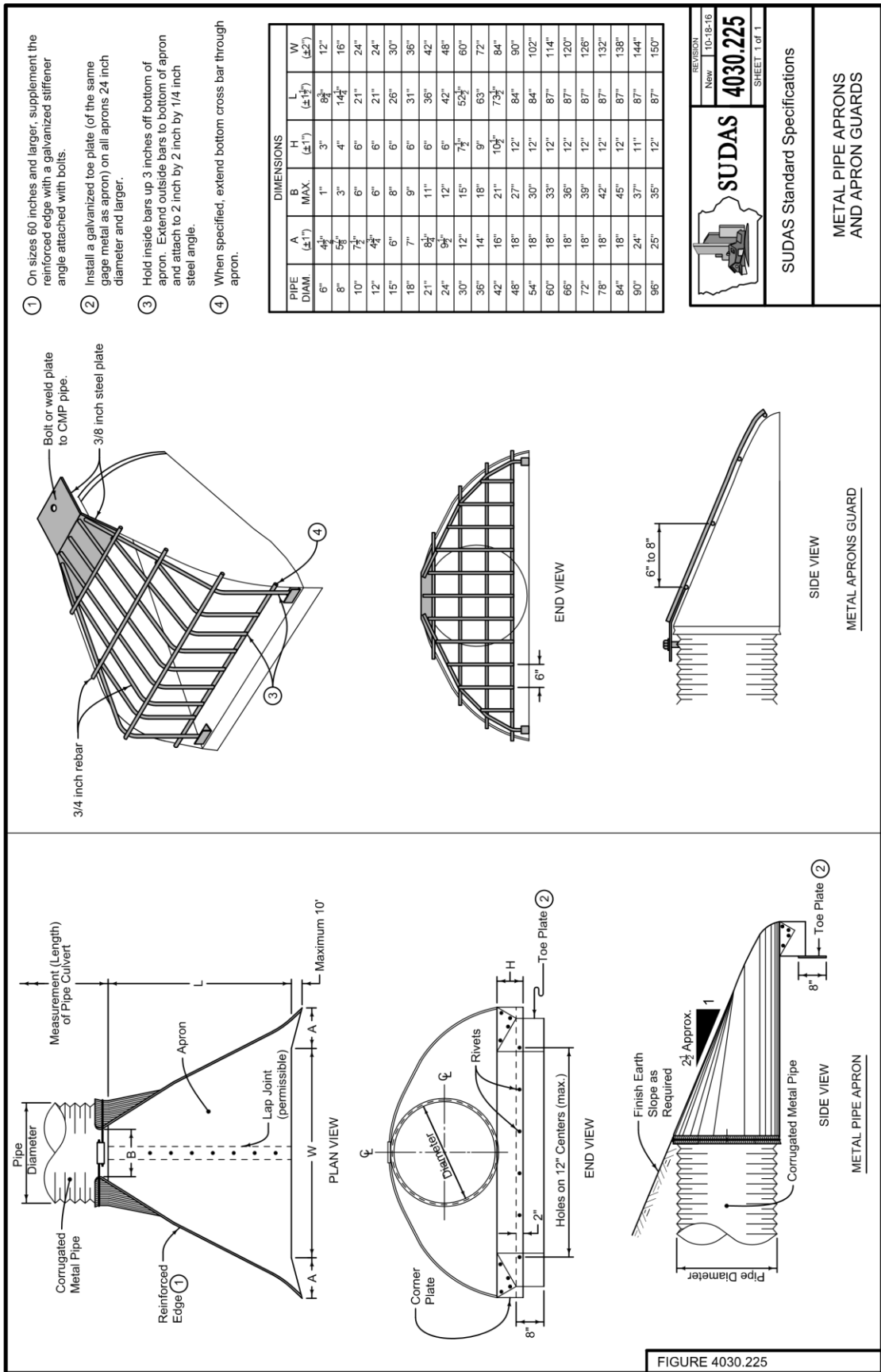
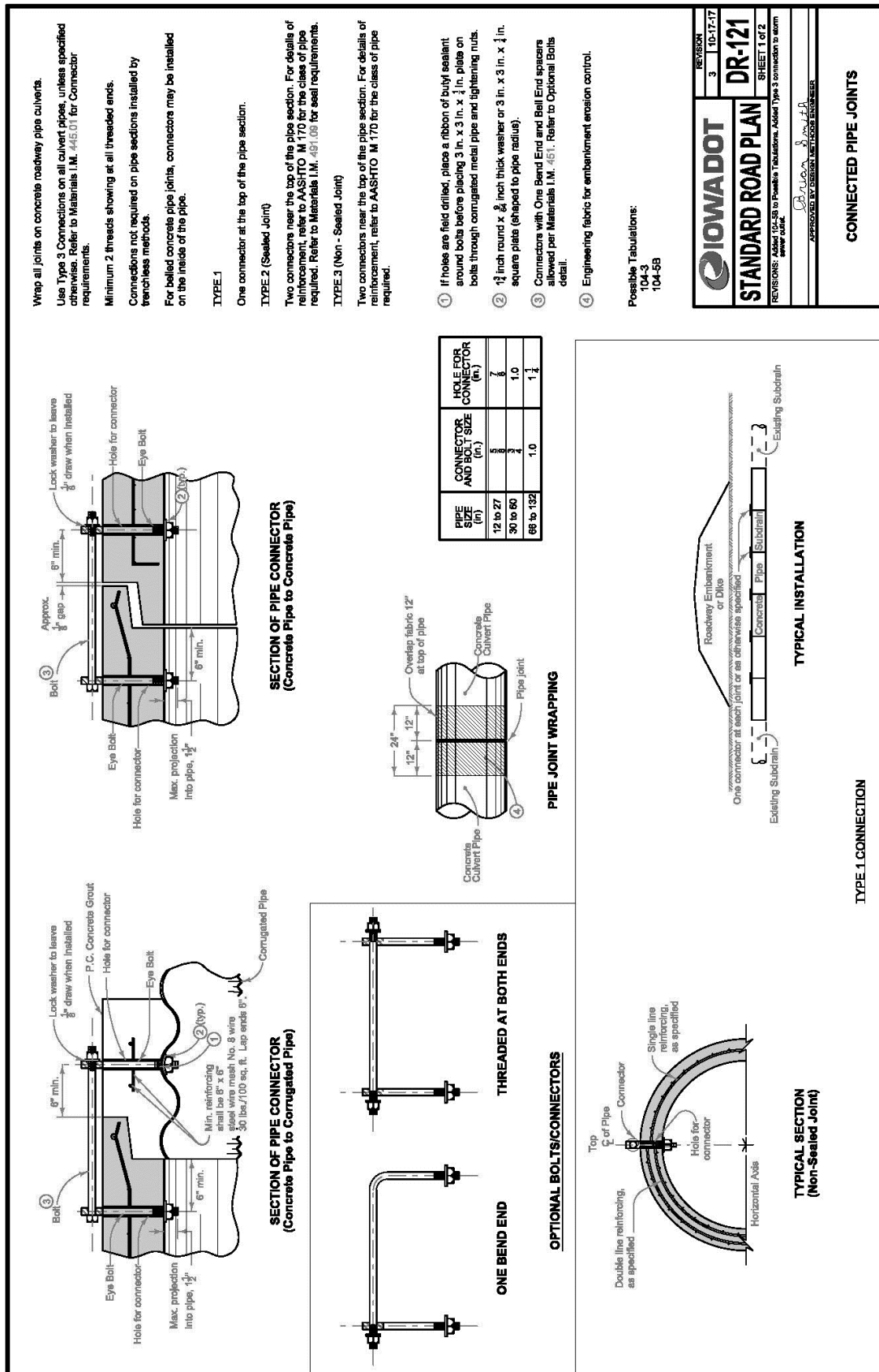
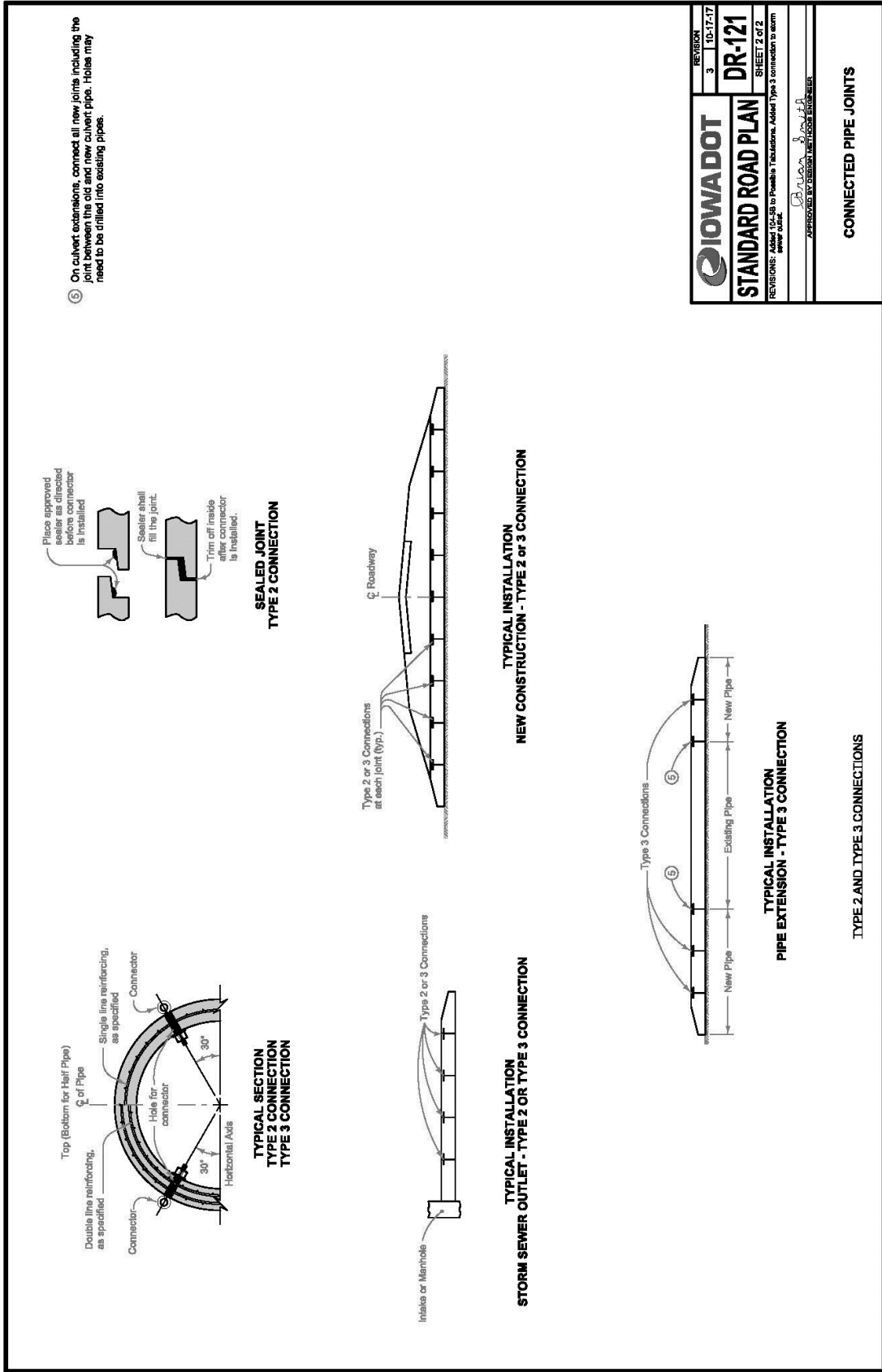
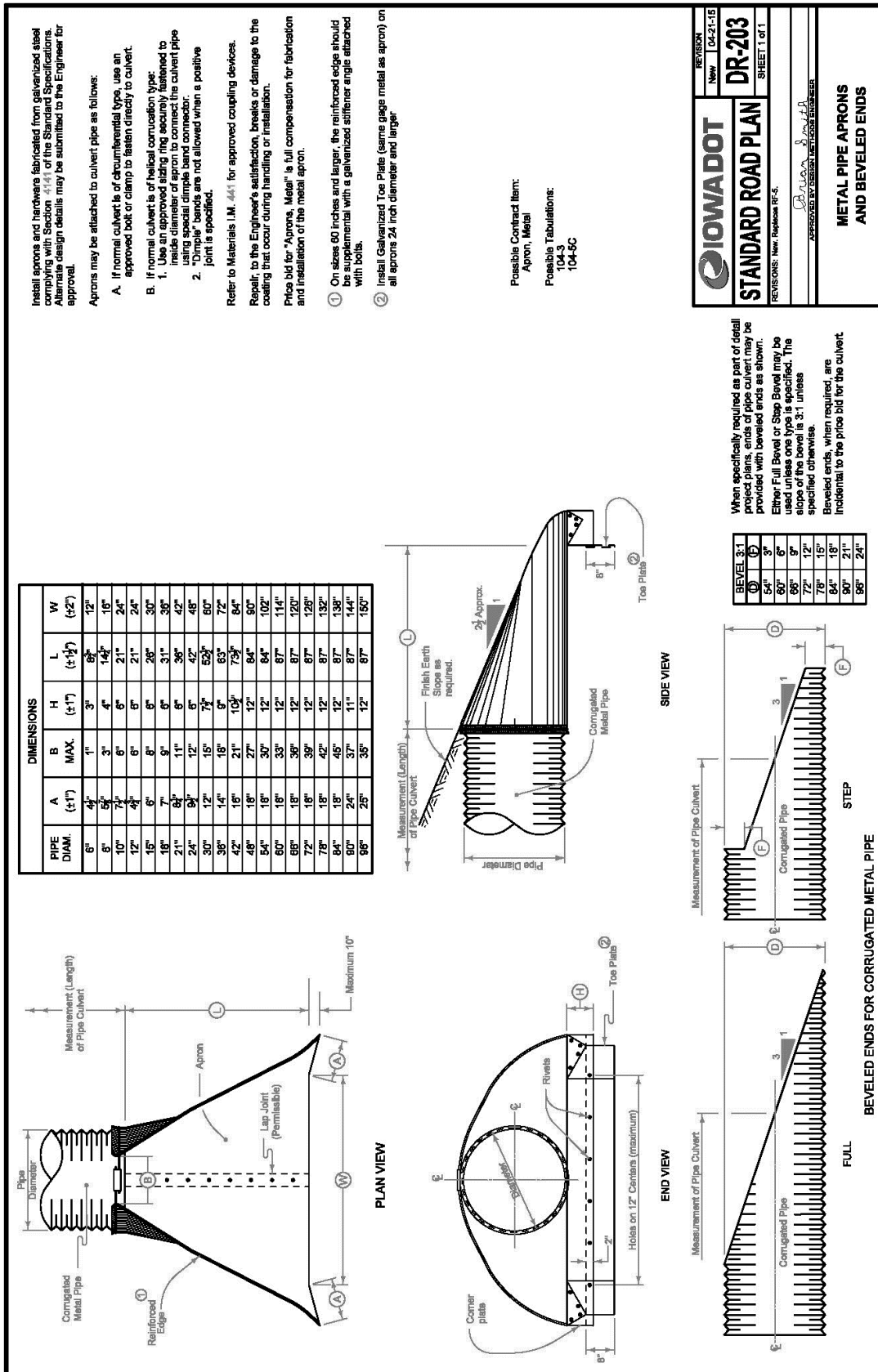
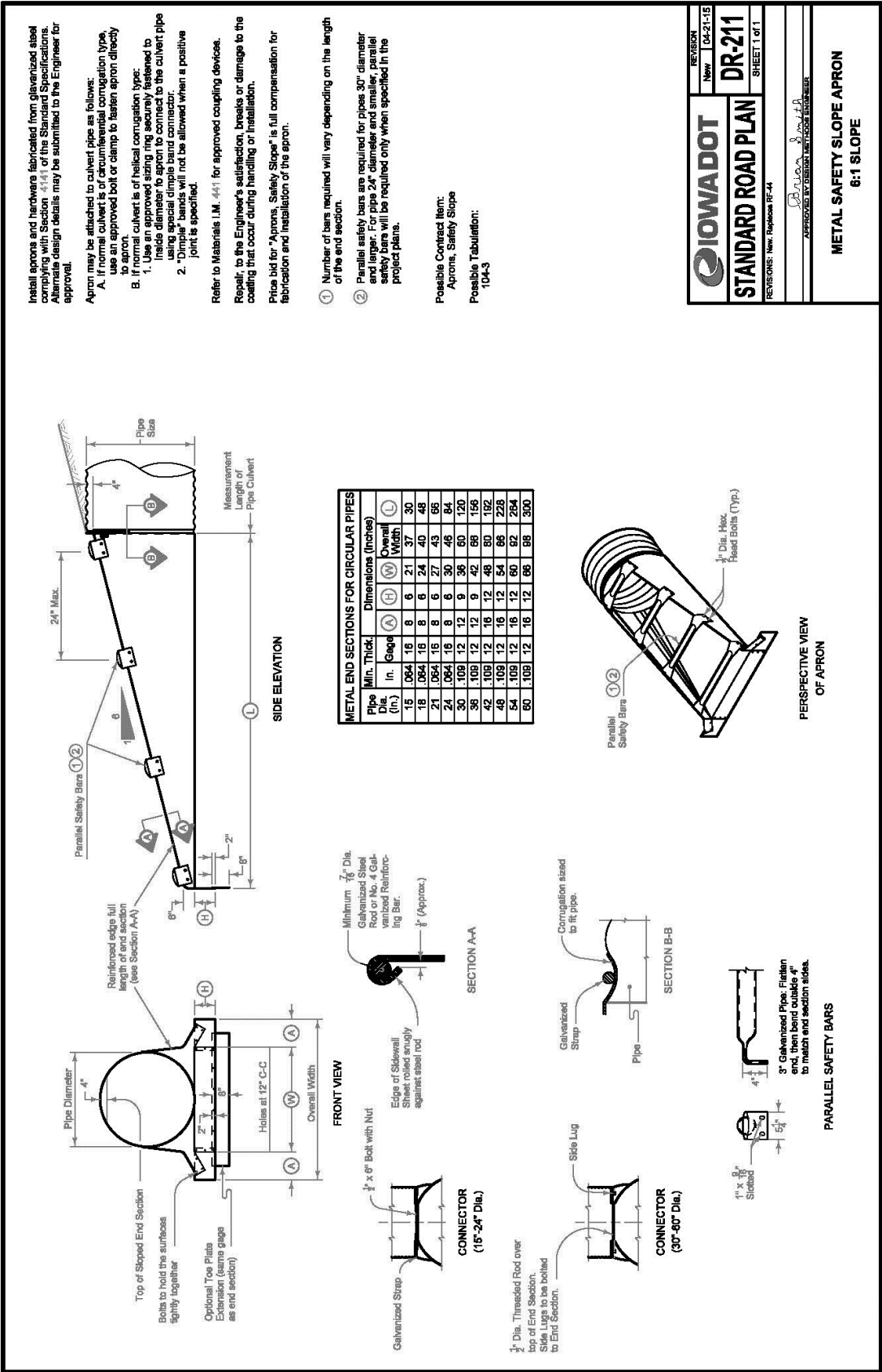


FIGURE 4030.225









For reinforcing steel used in construction of "Beveled Pipe and Guard", use deformed bars meeting the requirements of Article 4161.03 of the Standard Specifications and hot-dip galvanized according to ASTM A123.

Use Class 'C' Concrete in the construction of Beveled Pipe and Guard.

Cut the pipe to fit the foreslope. Cut slots into the pipe for placement of the No. 8 bars. After the foreslope has been placed, fit the No. 8 bars into the slots cut in the pipe so they will be in proper position when the concrete collar is poured.

Price bid for "Beveled Pipe and Guard," each, is full compensation for furnishing all materials and constructing the Beveled Pipe and Guard.

Special Note:

A self fence ditch check is required immediately upstream from the inlet. Refer to **SD-201** for construction details.

Possible Contract Item:
Beveled Pipe and Guard

Possible Tabulations:
104-3
112-8



STANDARD ROAD PLAN

REVISIONS: New, R43000 RF-27

REVISION
New 04-21-15

DR-212

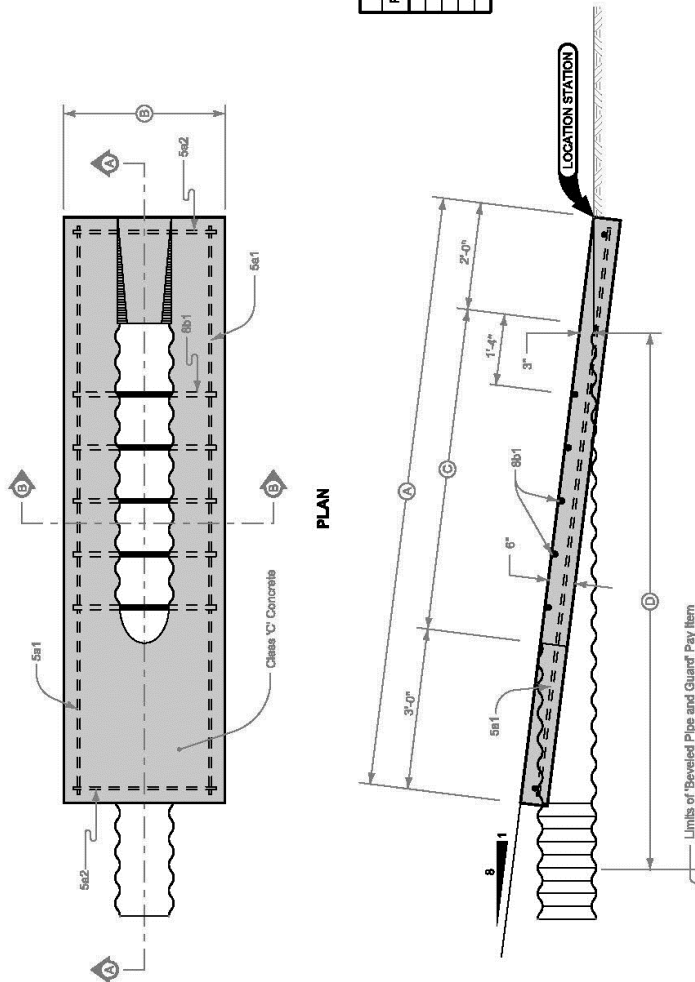
SHEET 1 of 1

Brian Smith

APPROVED BY DESIGN TECHNICIAN ENGINEER

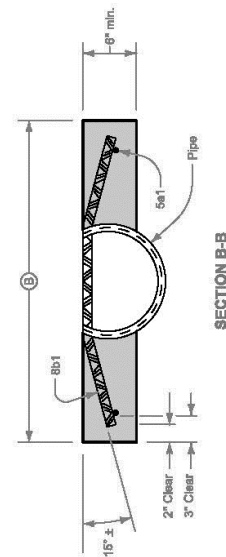
BEVELED PIPE AND GUARD

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	
PIPE SIZE	BAR	LOCATION	SHAPE	COUNT	LENGTH	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	3'-1"	57.7
	5a1	Base	—	2	15'-0"	30.0
	5a2	Base	—	2	3'-2"	6.4
18"	8b1	Base	—	9	3'-4"	80.1
	5a1	Base	—	2	17'-2"	34.4
	5a2	Base	—	2	3'-5"	7.2
	8b1	Base	—	11	3'-7"	106.5
21"	5a1	Base	—	2	19'-4"	46.4
	5a2	Base	—	2	3'-8"	7.4
	8b1	Base	—	13	3'-10"	133.2
	5a1	Base	—	2	21'-0"	57.7

SECTION A-A



SECTION B-B

SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.01 SUBDRAINS

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

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

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

For specific information for individual locations, refer to the detail project plans, soils survey sheets, and tabulations of subdrains.

Dispose of material excavated from trenches for subdrain as directed by the Engineer. No extra compensation will be made for such disposal.

Cap blind ends of subdrains with a metal cap or by other methods approved by the Engineer. Install all perforated pipe with the perforations centered on flowline of the bottom side of the subdrain.

Place Granular Material for Blankets as indicated on the plans.

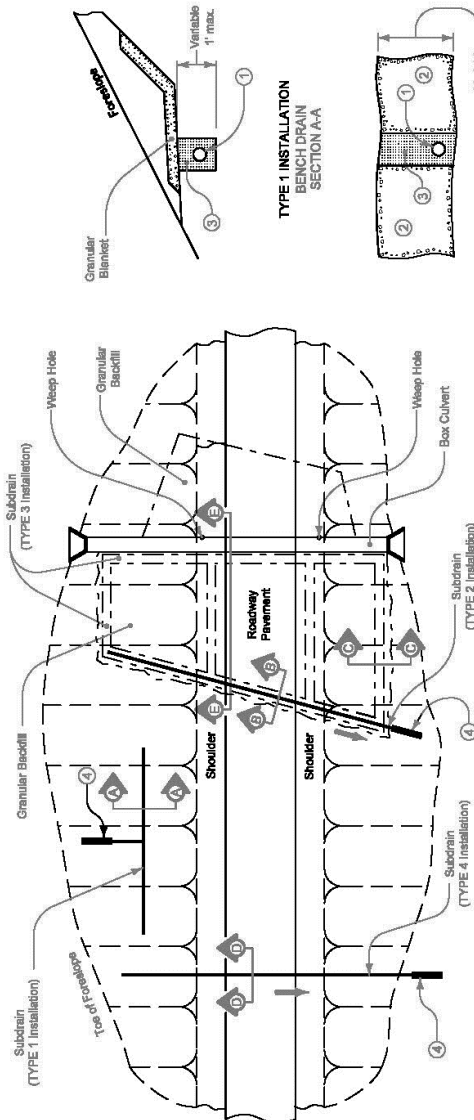
- ① Perforated Subdrain (Polyethylene Corrugated Tubing).
- ② Granular Material for Blanket (Uncompacted).
- ③ Porous Backfill (Uncompacted).
- ④ For Subdrain outlet construction details, see DR-305 and DR-306.
- ⑤ 10 inches for 4 inch subdrain, 12 inches for 6 inch subdrain.

Possible Contract Items:

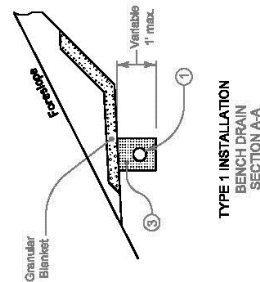
- Standard Subdrain
- Trench Drain
- Granular Material for Blanket and Subdrain
- Subdrain Outlet (DR-305)
- Subdrain Outlet (DR-306)

Possible Tabulation:
104-5C

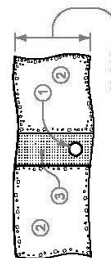
IOWA DOT	REVISION	1	10-12-17
	STANDARD ROAD PLAN		
DR-301		SHEET 1 of 1	
REVISIONS: Reference to the DR-304, have been changed to the DR-305.			
APPROVED BY DESIGN METHOD ENGINEER <i>Brian Smith</i>			
SUBDRAINS			
FOR FILL OR FOUNDATION DRAINAGE (STANDARD)			



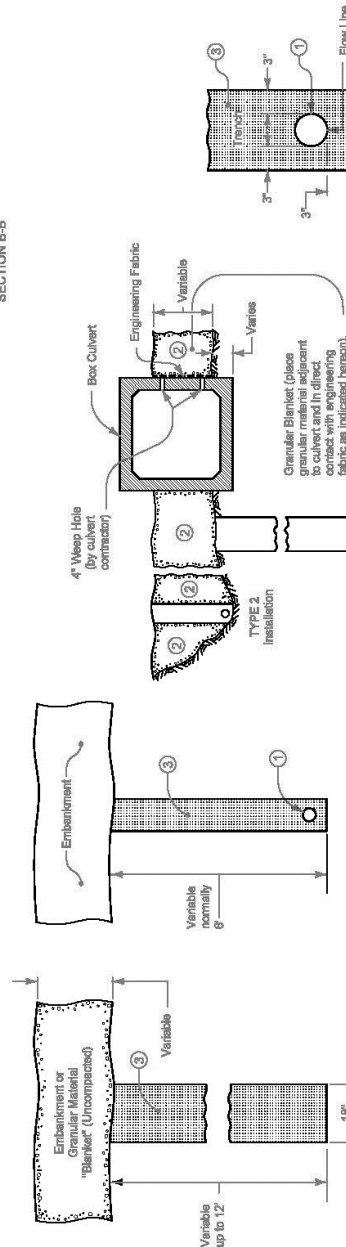
PLAN VIEW OF TYPICAL STANDARD SUBDRAIN INSTALLATIONS



TYPE 1 INSTALLATION
BENCH DRAIN
SECTION A-A



TYPE 2 INSTALLATION
SUBDRAIN
SECTION B-B

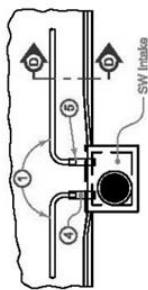


TYPING PLACEMENT DETAIL
ALL TYPES

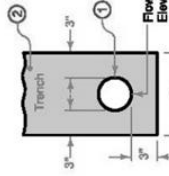
SECTION E-E
SUBSOIL DRAINAGE

TYPE 4 INSTALLATION
SUBDRAIN
SECTION D-D

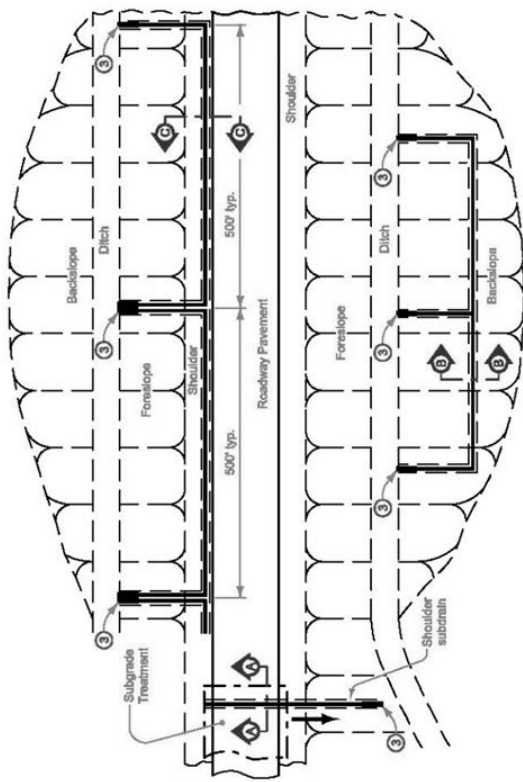
TYPE 3 INSTALLATION
TRENCH DRAIN
SECTION C-C



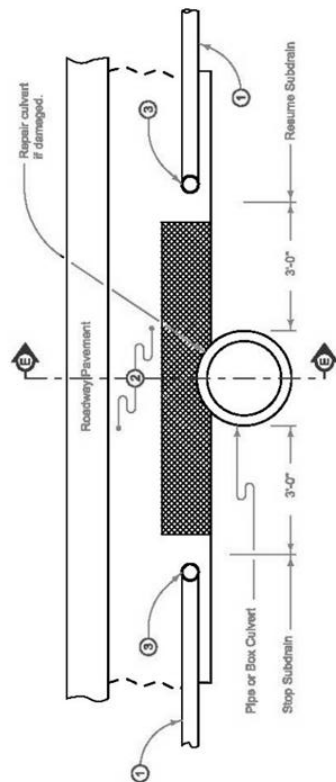
INTAKE OUTLET



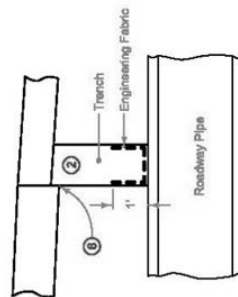
TUBING PLACEMENT
ALL TYPES



PLAN



TRENCH REPAIR AT PIPE CULVERT
⑦



SECTION E-E

When culverts which are less than 1 foot below the trench bottom are encountered within a tabulated subdrain, stop the trench 3 feet from the culvert and resume 3 feet beyond the culvert.

On new construction projects, place the subdrain after the special backfill. If required, and prior to granular or paved shoulder material.

Except for backslope installations, if the Contractor's operations result in a trench, place and compact granular shoulder material in the trench to be level with the adjacent surface prior to opening lanes to traffic.

- ① Perforated Subdrain (Corrugated Polyethylene Tubing).
- ② Porous Backfill for Subdrain (compacted).
- ③ Subdrain outlets. See DR-306.

④ 2 foot section of corrugated metal pipe of diameter 2" larger than subdrain or 2 foot section of double-walled PE or PVC pipe of the same diameter as subdrain. Pipe will be paid for as "Subdrain Outlet (DR-303)".

⑤ Connect PE or PVC outlet with an appropriate coupler. Connect CMP outlet one of two ways: (1) Inside-fit reducer coupler (1 foot minimum fit inside CMP); or (2) insert 1 foot of the 4 inch subdrain into 6 inch CMP and fully seal entire opening with grout.

⑥ Place porous backfill in direct contact with a minimum of 2 inch of pavement and continuous to shoulder material as per note 10 or 11.

⑦ If the trench is inadvertently carried over the culvert, repair the trench as detailed on this sheet. If obstruction is 1 foot or more below trench bottom, carry subdrain line over in continuous alignment. No payment will be made for trench repair.

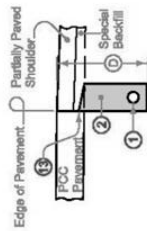
⑧ 10 inches for 4 inch subdrain. 12 inches for 6 inch subdrain.

Possible Contract Items:
Subdrain, Longitudinal, (Backslope)
Subdrain, Longitudinal, (Shoulder)
Subdrain Outlet (DR-303)
Subdrain Outlet (DR-306)

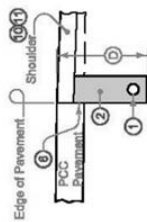
Possible Tabulation:
104-9

IOWA DOT	REVISION
	3 10-17-17
STANDARD ROAD PLAN	DR-303
	SHEET 1 of 2
REVISED: Reference to the DR-303 have been changed to the DR-306.	
APPROVED BY DESIGN AND CONSTRUCTION	
SUBDRAINS (LONGITUDINAL)	

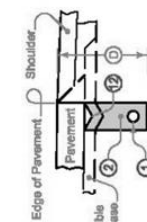
- 1 Perforated Subdrain (Corrugated Polyethylene Tubing).
- 2 Porous Backfill for Subdrain (compacted).
- 3 Place porous backfill in direct contact with a minimum of 2 inches of pavement and continuous to shoulder material as per note 11 or 12.
- 4 Install subdrain as cut proceeds.
- 5 On existing Granular or Earth Shoulders, replace with 4 inch minimum depth granular shoulder material.
- 6 On Paved Shoulders, refer to Section 2502 of the Standard Specifications for finishing shoulder.
- 7 Cut "V" notch just prior to subbase (if proposed) or pavement placement to assure unconfined contact.
- 8 Place top of subdrain trench at the bottom of pavement. Backfill trench so that a wedge of porous backfill has a minimum vertical contact of 2 inches with the pavement.



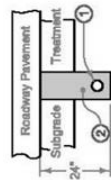
**TYPE 7B INSTALLATION
SECTION C-C**



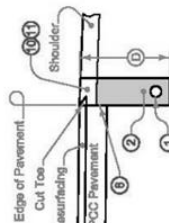
**TYPE 7A INSTALLATION
SECTION C-C**



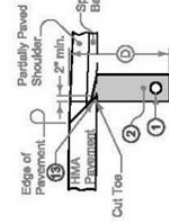
**TYPE 6 INSTALLATION
SECTION C-C
For Drain Placement Prior to
Subbase or Pavement Placement**



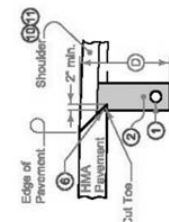
**TYPE 5 INSTALLATION
SECTION A-A
Subgrade Treatment Subdrain**



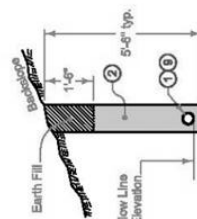
**TYPE 9 INSTALLATION
SECTION C-C
Composite Pavement
with Existing Shoulder**



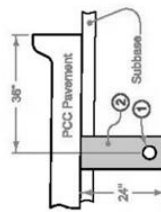
**TYPE 8B INSTALLATION
SECTION C-C**



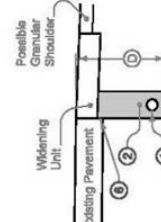
**TYPE 8A INSTALLATION
SECTION C-C**



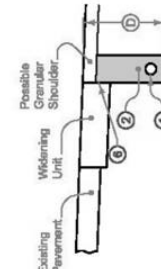
**TYPE 11 INSTALLATION
SECTION B-B
Backslope**



**TYPE 12 INSTALLATION
SECTION D-D**

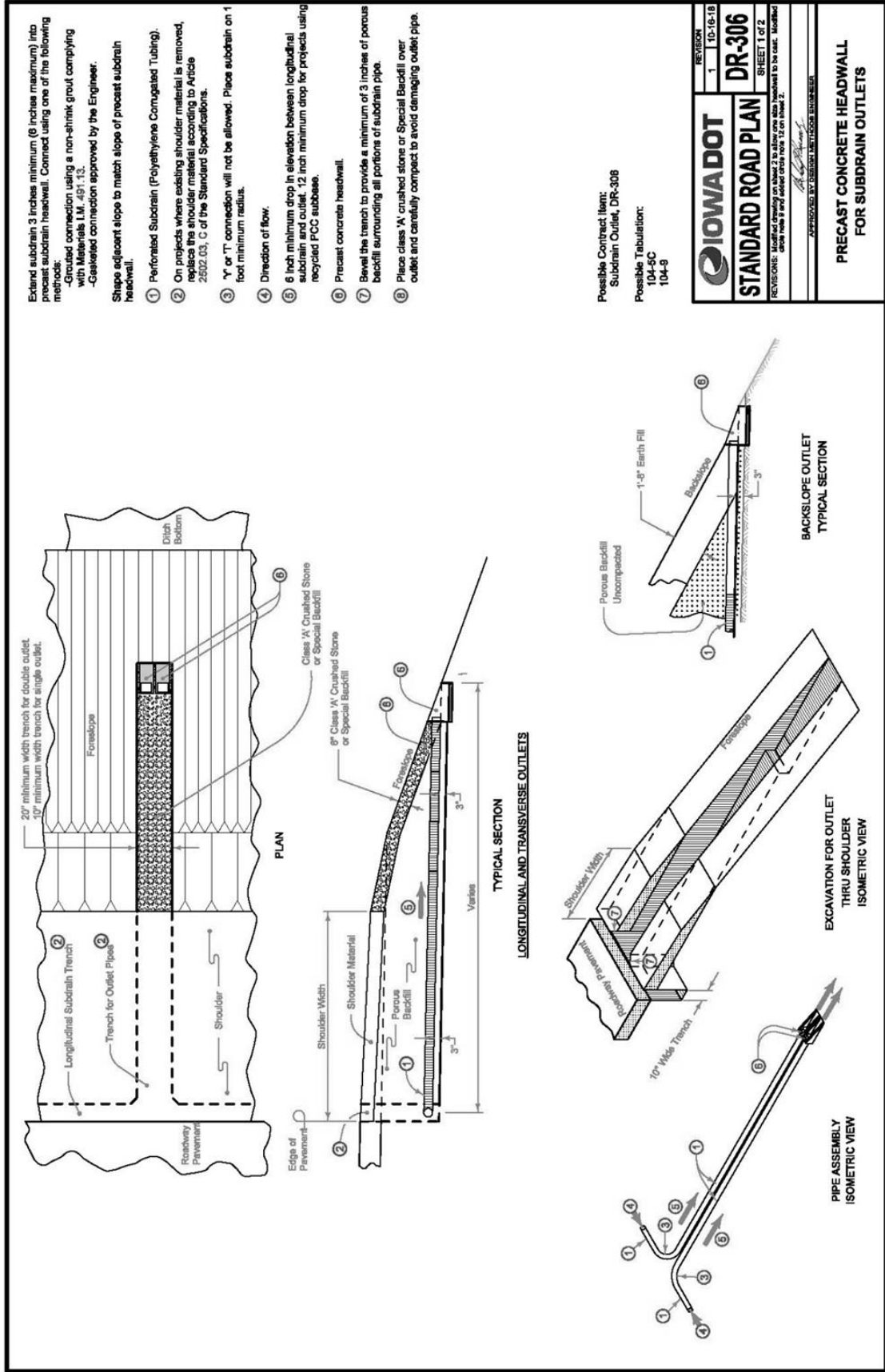


**TYPE 13 INSTALLATION
SECTION C-C
For New Widening Unit if
Thinner than Existing Pavement**



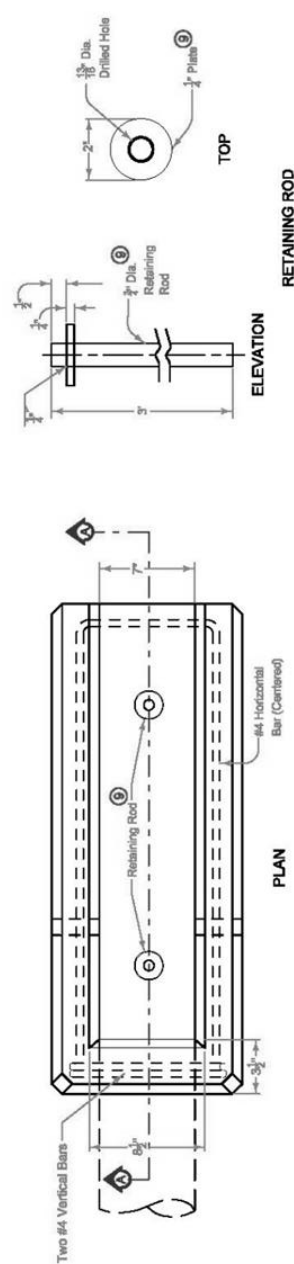
**TYPE 14 INSTALLATION
SECTION C-C
For New Widening Unit if
Thicker than Existing Pavement**

IOWA DOT	REVISION	3	10-12-17
	STANDARD ROAD PLAN	DR-303	SHEET 2 of 2
REVISIONS: Reference to the DR-301 have been changed to the DR-303.			
APPROVED BY DESIGN DIVISION SUPERVISOR			
<i>Barbara Smith</i>			
SUBDRAINS (LONGITUDINAL)			

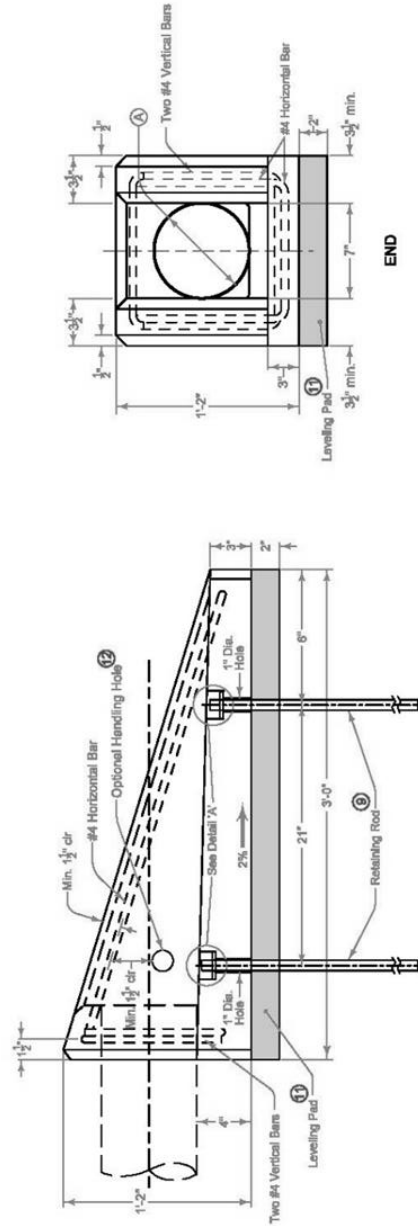


Comply with Section 2418 of the Standard Specifications.

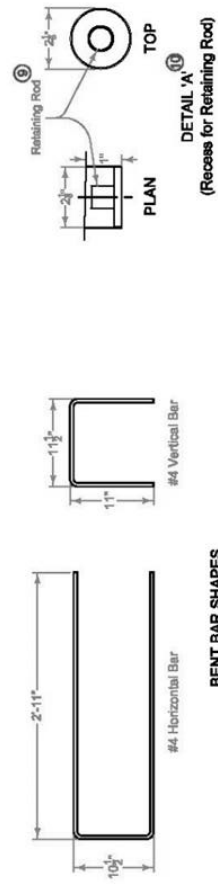
- ⑨ ASTM A36 Steel galvanized according to ASTM A123 or ASTM F2329 after shop welding is complete.
- ⑩ After installing retaining rod, fill recess with bituminous material complying with ASTM C990 to prevent moisture infiltration.
- ⑪ Granular material complying with Section 4133 of the Standard Specifications.
- ⑫ Maximum diameter 2 inches. Fill hole with soil tight plug after placing headwall and before placing backfill.



RETAINING ROD



SECTION A-A



BENT BAR SHAPES

DETAIL 'A'
(Recess for Retaining Rod)

DIMENSION	4" DIA PIPE	6" DIA PIPE	7"
A	5"	5"	7"

STANDARD ROAD PLAN

REVISION
1 10-16-18

DR-306

SHEET 2 OF 2

REVISIONS: Modified existing on sheet 2 to allow one also headwall to be cast. Modified cover hole 9 and added cover hole 10 on sheet 2.

APPROVED BY: *[Signature]* ENGINEER

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.

DIVISION 5 – WATER MAINS AND APPURTENANCES

NOT USED. SEE MARSHALLTOWN WATER WORKS RULES AND REGULATIONS

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DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER

SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

D. Casting Extension Rings:

1. Measurement: (DELETE) ~~Each casting extension ring will be counted~~ (ADD) None.
2. Payment: (DELETE) ~~Payment will be at the unit price for each casting extension ring~~ (ADD) Incidental to manhole.

1.09 (ADD) ACCEPTANCE CHECKLIST & WARRANTY BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.02 PRECAST

- B. (ADD) Pre-cast manholes or parts of pre-cast manholes are preferred in lieu of building on the site.

2.03 CAST-IN-PLACE

- C. (ADD) Manholes will be constructed with no lift holes in the manhole sections.
- D. (ADD) Manholes shall be provided with gasketed joints conforming to ASTM C-443 for rubber “O” ring joints or be sealed with a double layer of a cold-applied mastic joint sealing compound recommended by the manufacturer for the intended use and approved by the Engineer. Comply with ASTM C 990.

2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings)

- A. Use one of the following materials for grade adjustments of manhole or intake frame and cover assemblies:

1. Reinforced Concrete Adjustment Rings: Comply with ASTM C 478. Provide rings free from cracks, voids, and other defects. (ADD) Concrete adjustment rings will be sealed with a butyl mastic seal between each ring installed and between rings and casting.
2. High Density Polyethylene Adjustment Rings: Comply with ASTM D 1248 for recycled plastic.
 - d. Install adjustment rings on clean, flat surfaces according to the manufacturer's recommendations with the proper butyl rubber sealant/adhesive (ADD) between each ring and manhole structure/casting.
3. Expanded Polypropylene Adjustment Rings: Comply with ASTM D 4819 for expanded polypropylene when tested according to ASTM D 2375.
 - d. (ADD) EPP adjustment rings shall be sealed with a moisture curing, polyether adhesive/sealant approved by the manufacturer between each ring and manhole structure/casting.

2.10 CASTINGS (Ring, Cover, Grate, and Extensions)

D. Casting Types:

4. (ADD) Manhole castings shall be provided with a minimum 24-inches clear opening.
5. (ADD) Standard sanitary manhole castings shall meet the requirements of MP-7.1, Type A. Manhole covers shall be provided with a rubber gasket to provide a self-sealing water tight lid when installed. Lids will be furnished with concealed pick holes. Floating castings shall be Type B and may be used with paving projects. Pre-Approved Type A castings are Neenah Foundry Company R-1642, R-1796-E, and R-1900-C; Deeter Foundry Inc. 1247; and East Jordan Iron Works 1040. Pre-Approved Type B castings are Neenah Foundry Company R-1673-B; Deeter Foundry Inc. 1185; and East Jordan Iron Works 1795 and Selflevel 1205 and 3025.
6. (ADD) Castings for manholes in waterways and flood plain locations shall meet the requirements of MP-7.1, Type C. Pre-Approved Type C castings are Neenah Foundry Company R-1916-F, Deeter Foundry Inc. 1247-B, and East Jordan Iron Works 1040 bolted.

2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES

A. Infiltration Barrier:

5. (ADD) Manhole castings with EPP and HDPE adjustment rings properly assembled and sealed will not be required to have a separate casting seal. Manhole castings with concrete adjustment rings will require a separate casting seal.

2.13 STEPS

- A. ~~(DELETE) Provide steps in all circular, precast manholes unless otherwise specified in the contract documents~~ (ADD) Manhole steps will not be installed

unless specifically called for on the detailed drawings. When called out on the plans, steps shall conform to the requirements shown thereon and as supplemented herein.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

F. Joint Sealant:

1. Sanitary Sewer Manholes:

- a. Install rubber O-ring or profile gasket (precast structures) (ADD) or a double layer of a cold-applied mastic joint sealing compound.

3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-5 Typical Sanitary Sewer Manhole Detail
2. MP-6 Typical Sanitary Sewer Drop Manhole Detail
3. MP-7.2 Typical Sanitary Sewer Manhole Casting Seal Detail

3.09 (ADD) DELETED SUDAS FIGURES

- A. 6010.306 Chimney Seals for Sanitary Sewer Manholes
- B. 6010.307 Drop Connection for Sanitary Sewer Manholes
- C. 6010.513 Open-sided Area Intake (Note: May be used with preapproval of Engineer if capacity cannot be matched by another inlet)

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Manhole Vacuum testing – for Sanitary Sewers
- B. Warranty Bond – Storm Sewers (See Specifications Part I)
- C. TV Inspection – For Storm Sewer Pipe.
- D. As-Built Drawings – For Storm Sewers
- E. Engineering Certificate of Completion in accordance with the Plans and Specifications – Storm Sewers
- F. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

LOW PRESSURE/VACUUM TESTING OF SANITARY MANHOLES

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

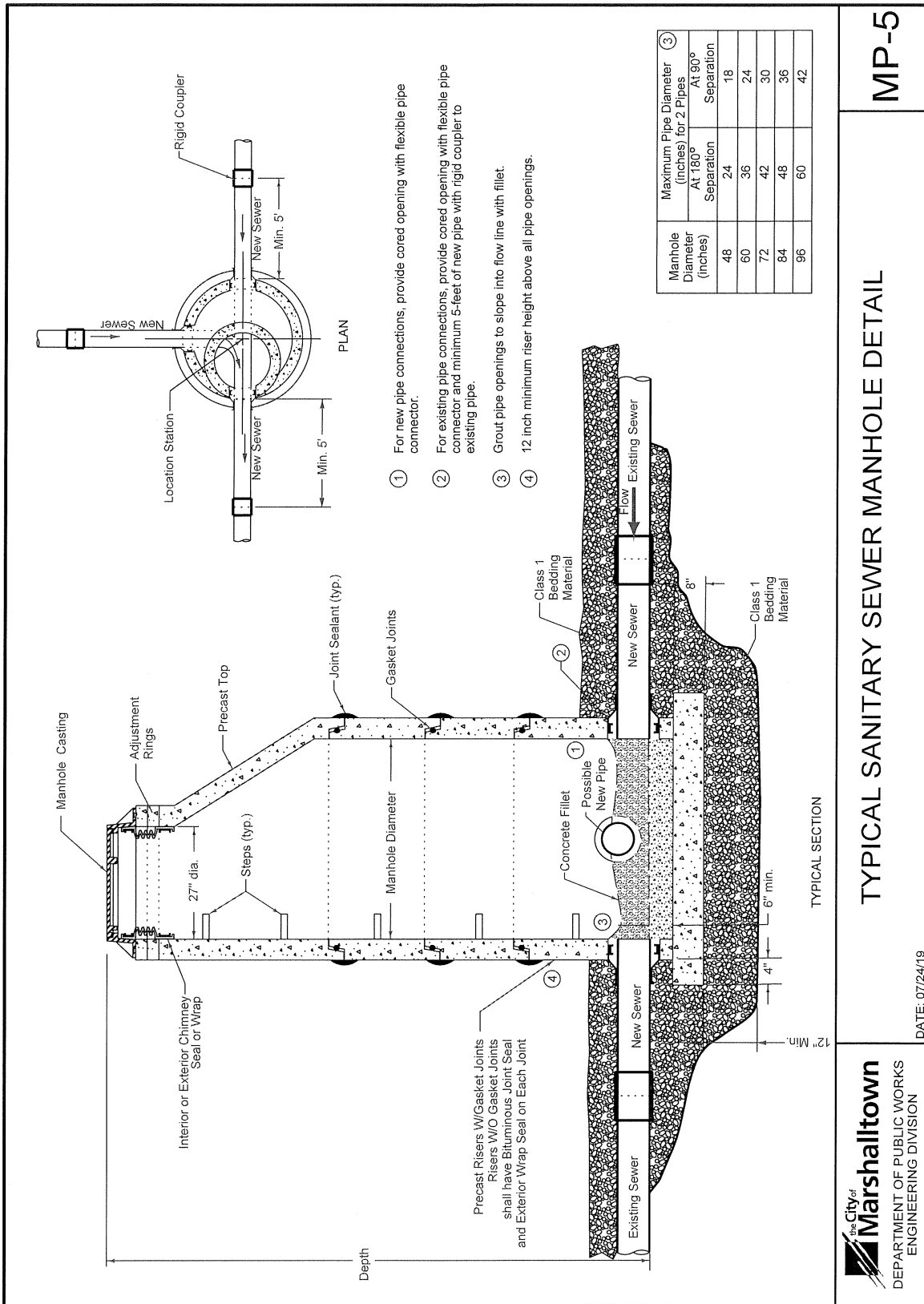
CONCLUSION: Complies: Yes _____ No _____

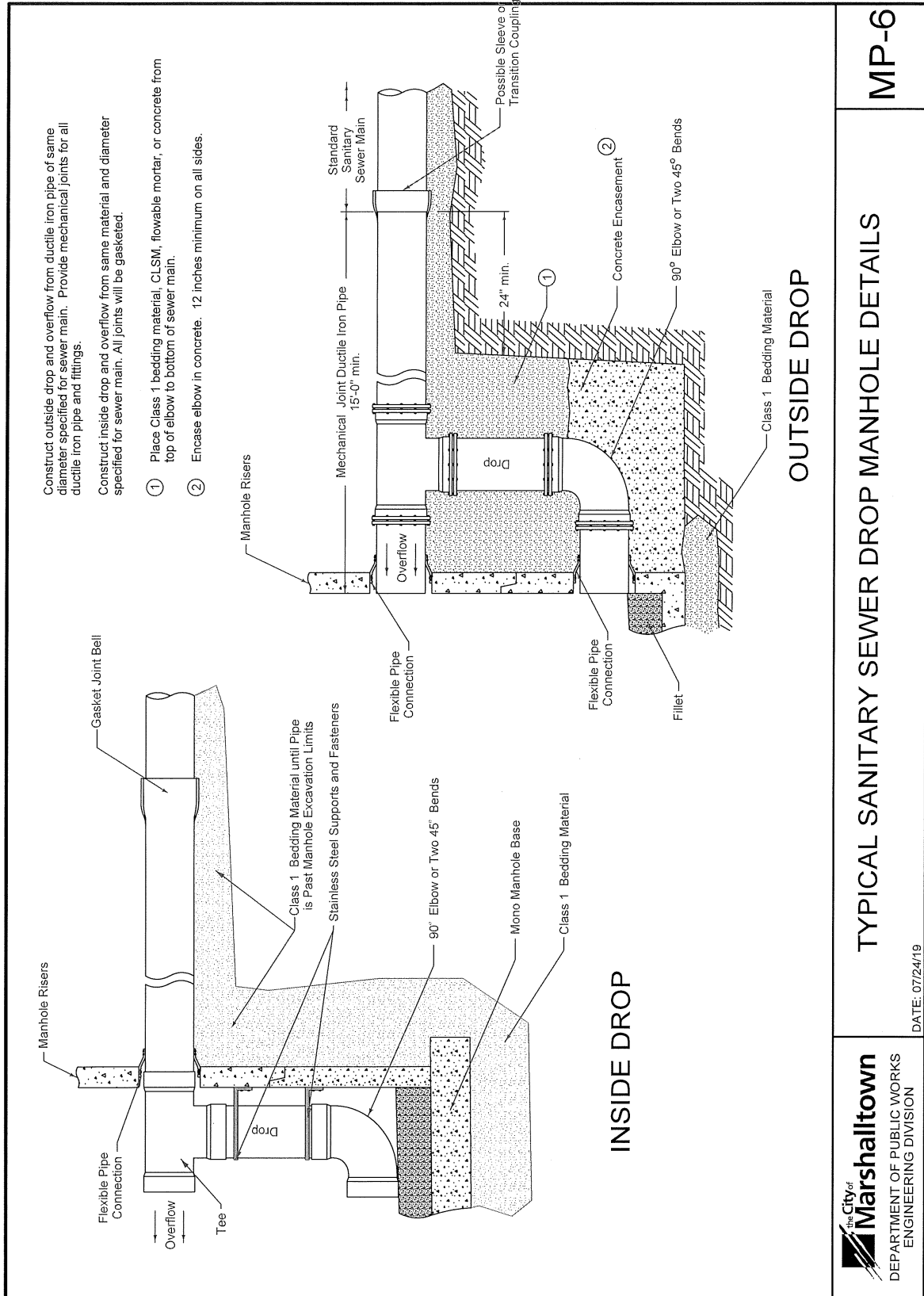
Testing procedures observed and
Information recorded by:

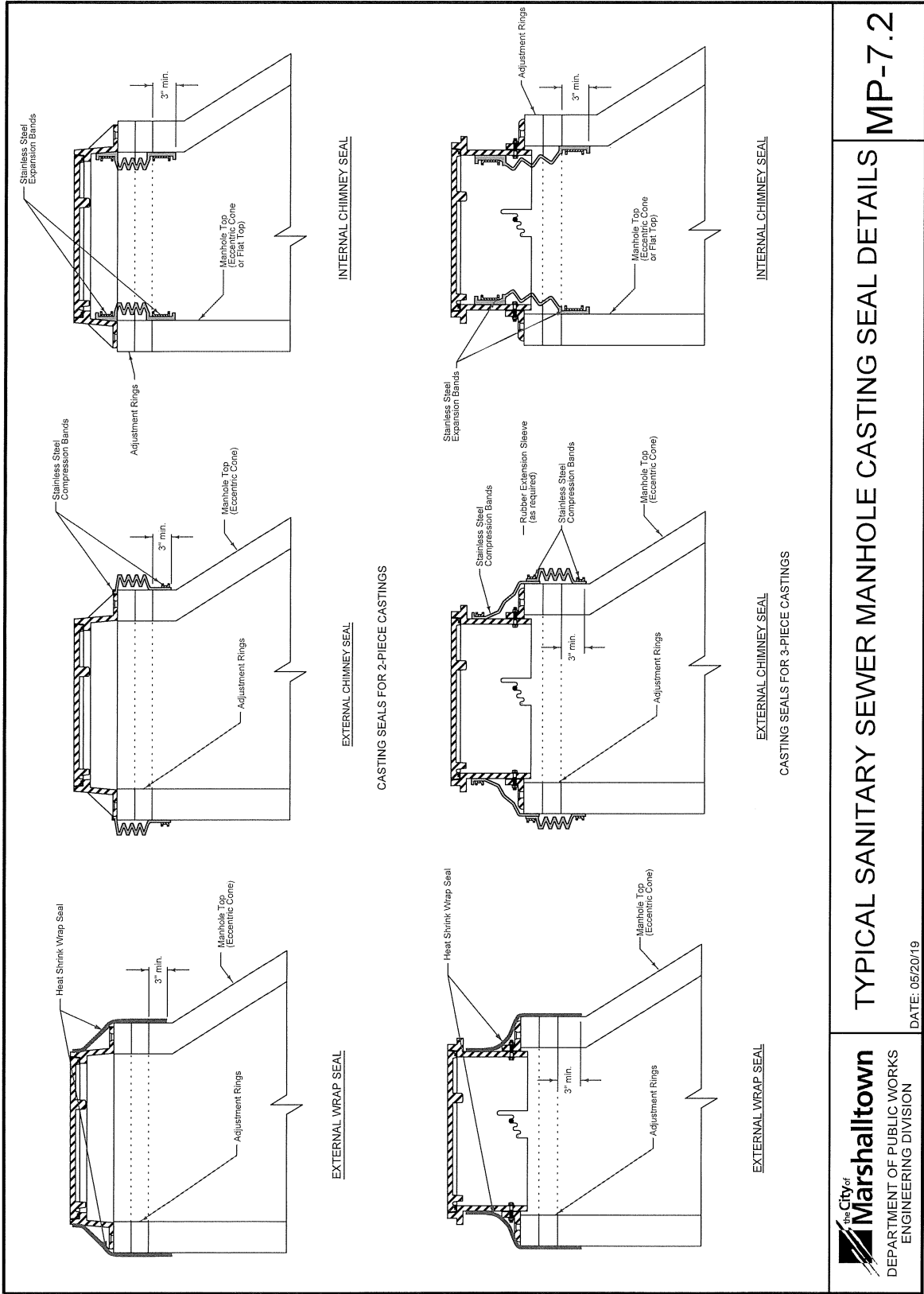
Results reviewed and affirmed by:

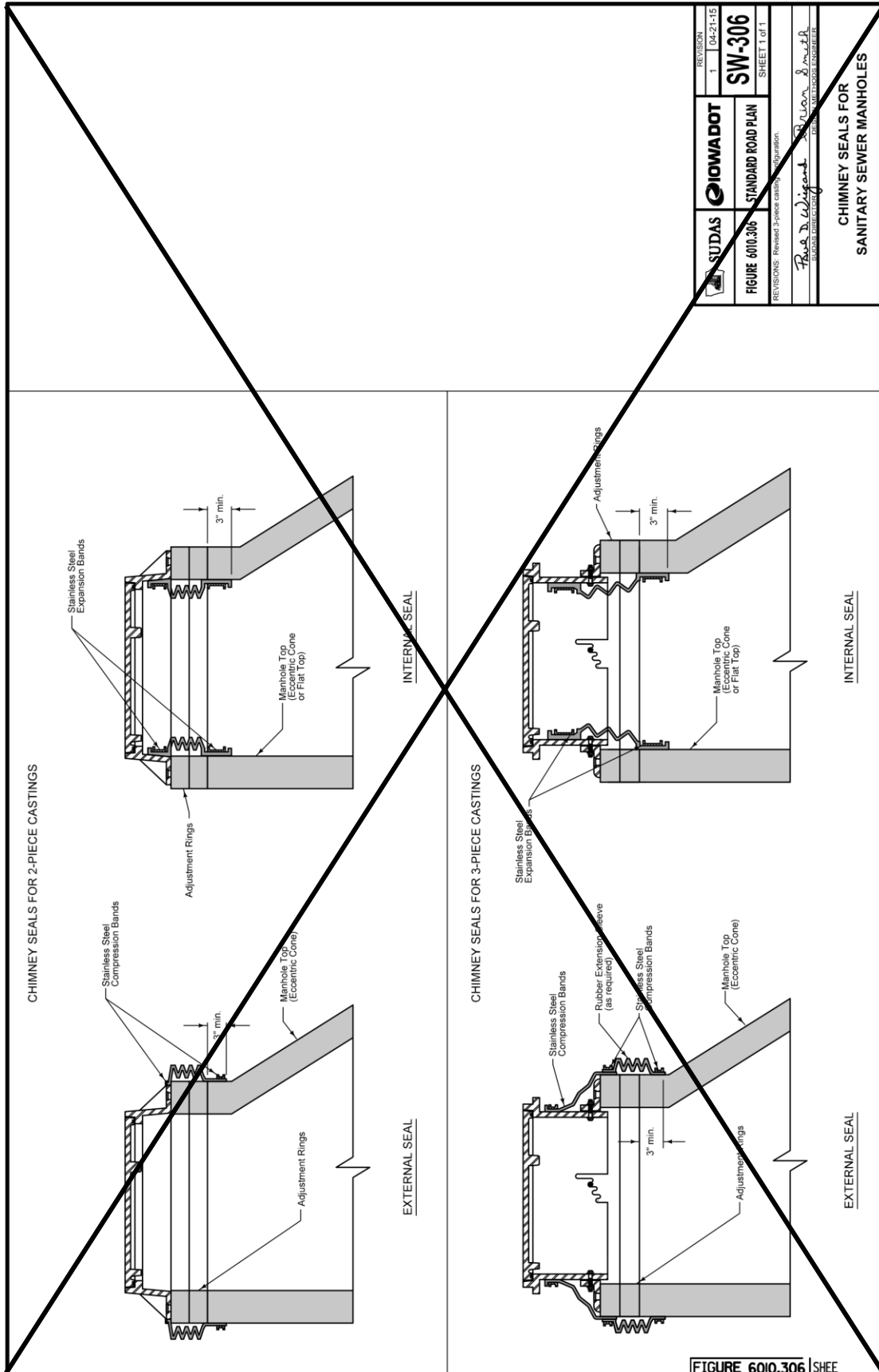
Project Representative

Project Engineer
City of Marshalltown, Iowa

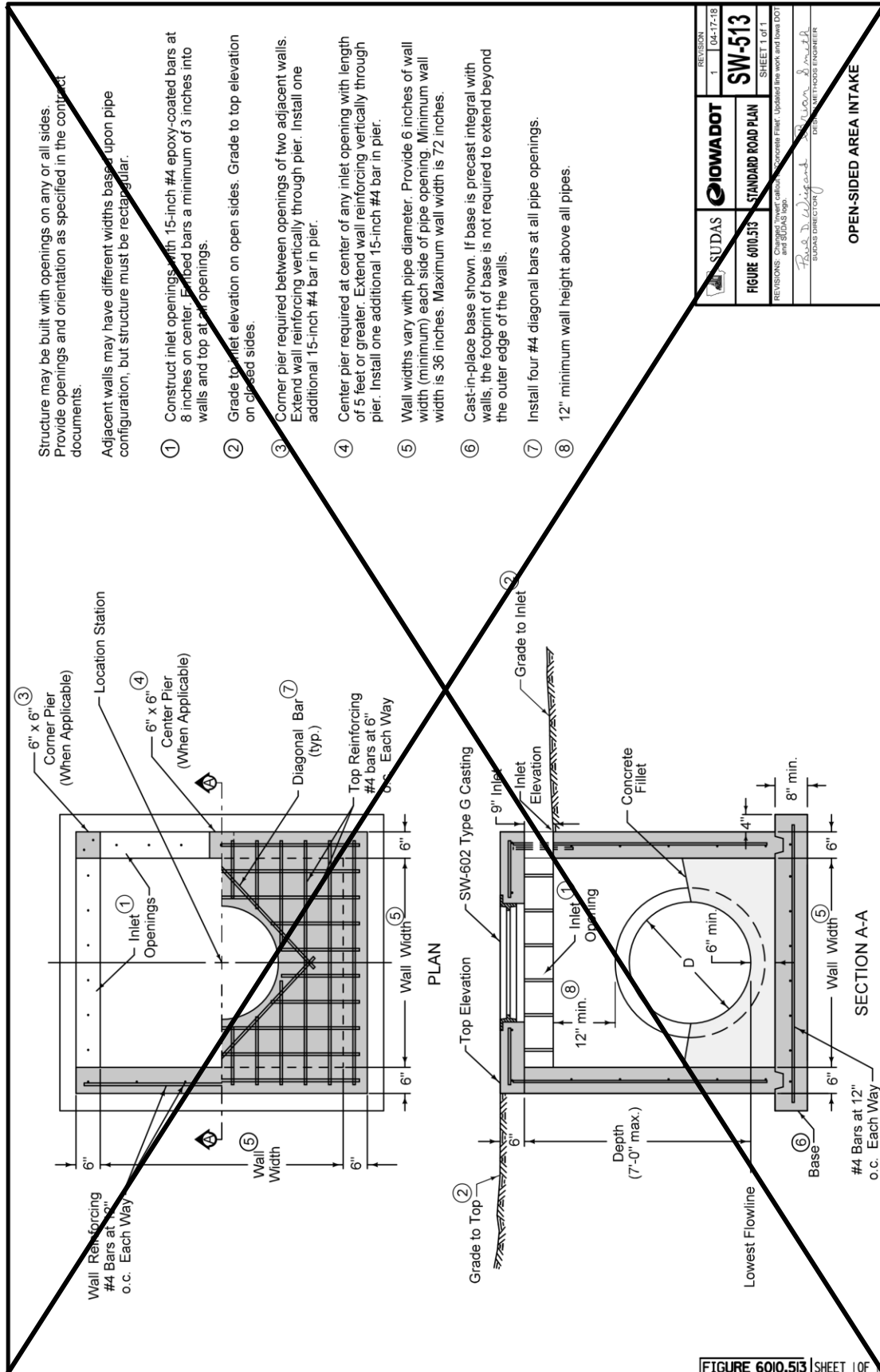








		REVISION	1	04-21-15
		FIGURE 6010.306	STANDARD ROAD PLAN	SW-306
REVISIONS: Revised 3-piece casting configuration.		SHEET 1 of 1		
		Brad Wiegand PROJECT ENGINEER		
		CHIMNEY SEALS FOR SANITARY SEWER MANHOLES		



SECTION 6020 - REHABILITATION OF EXISTING MANHOLES

PART 1 - GENERAL

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

SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES

PART 1 - GENERAL

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

DIVISION 7 - STREETS AND RELATED WORK

SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

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

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

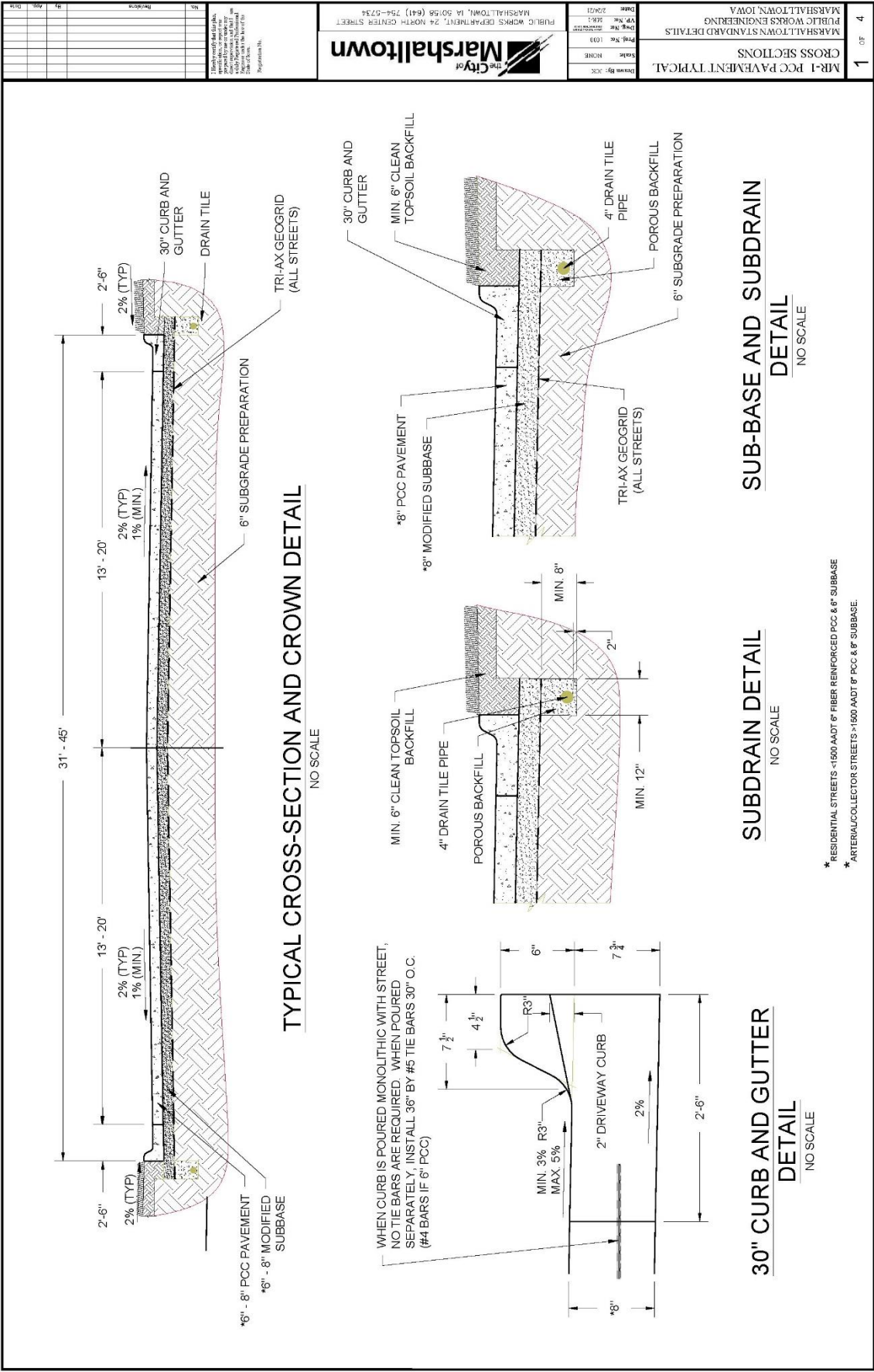
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for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

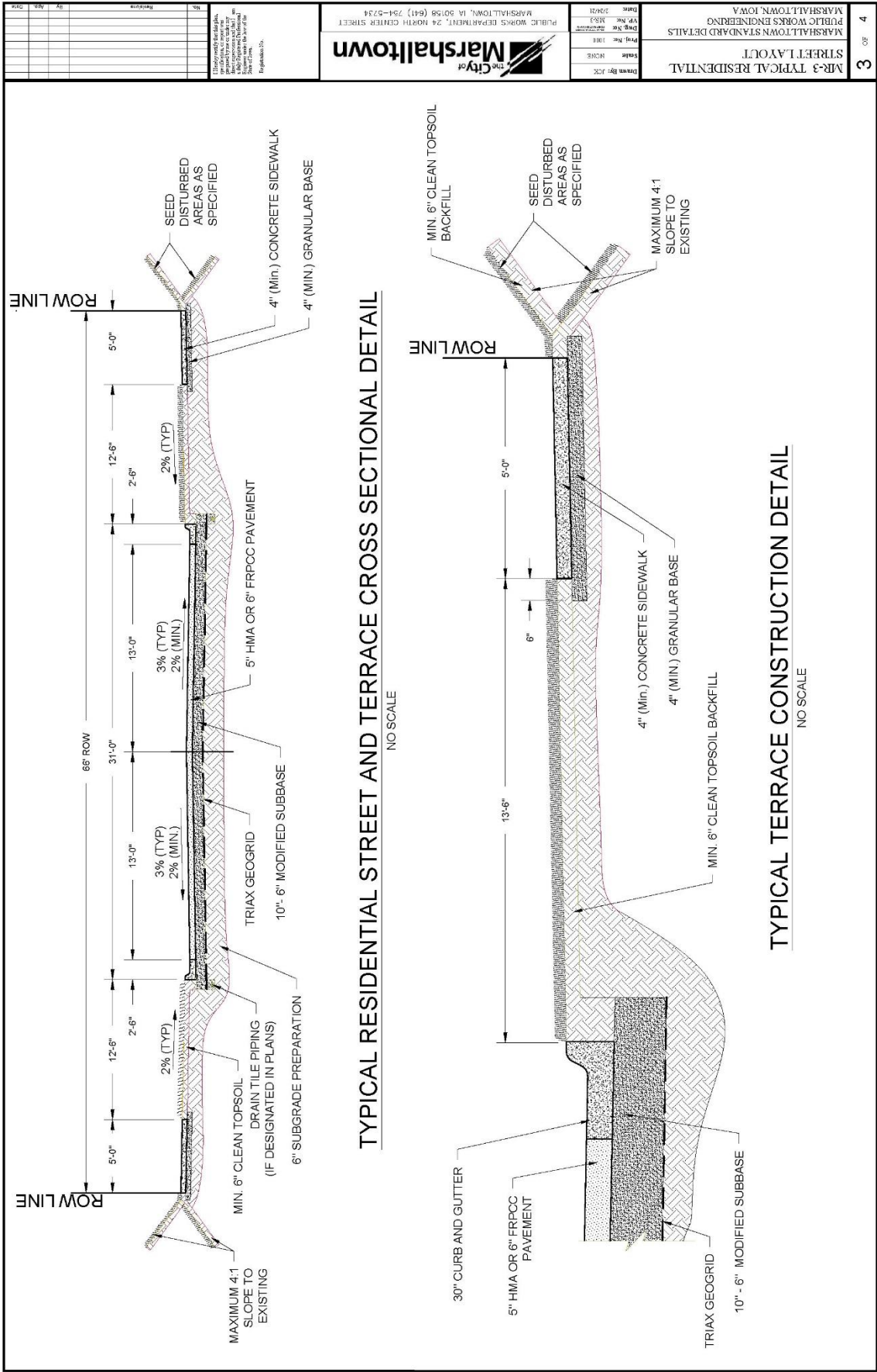
* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

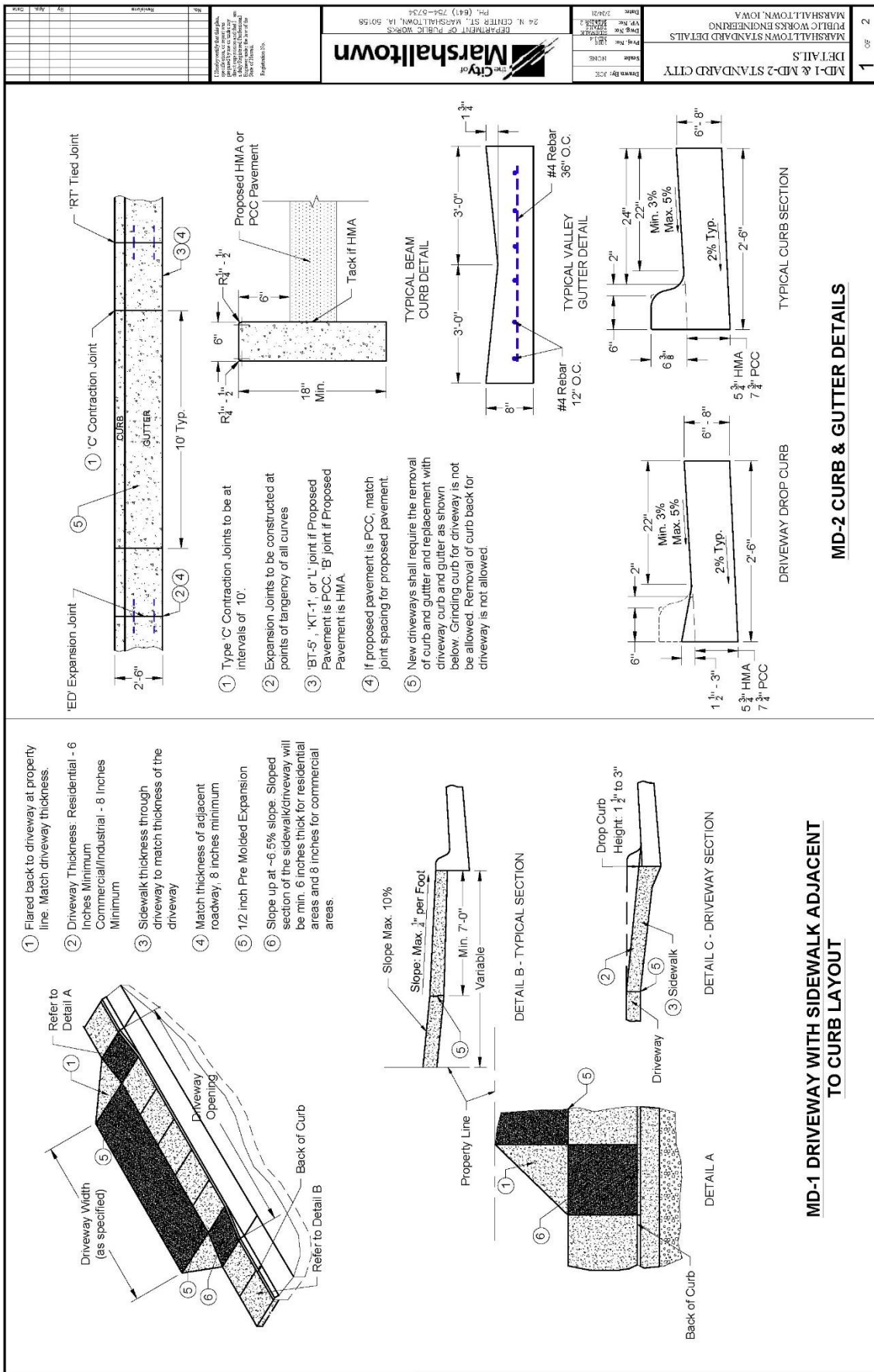
A. Added the following details:

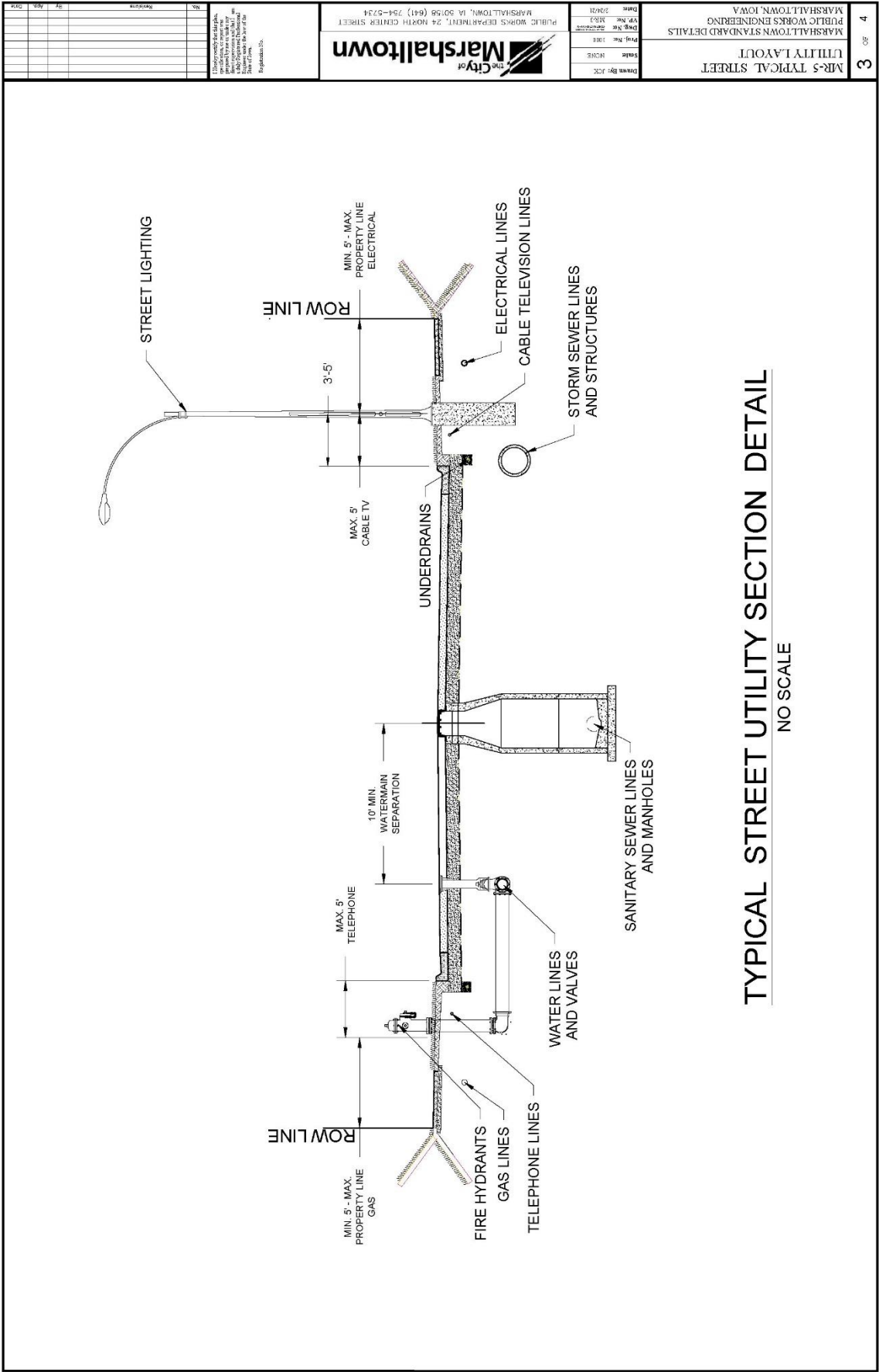
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail



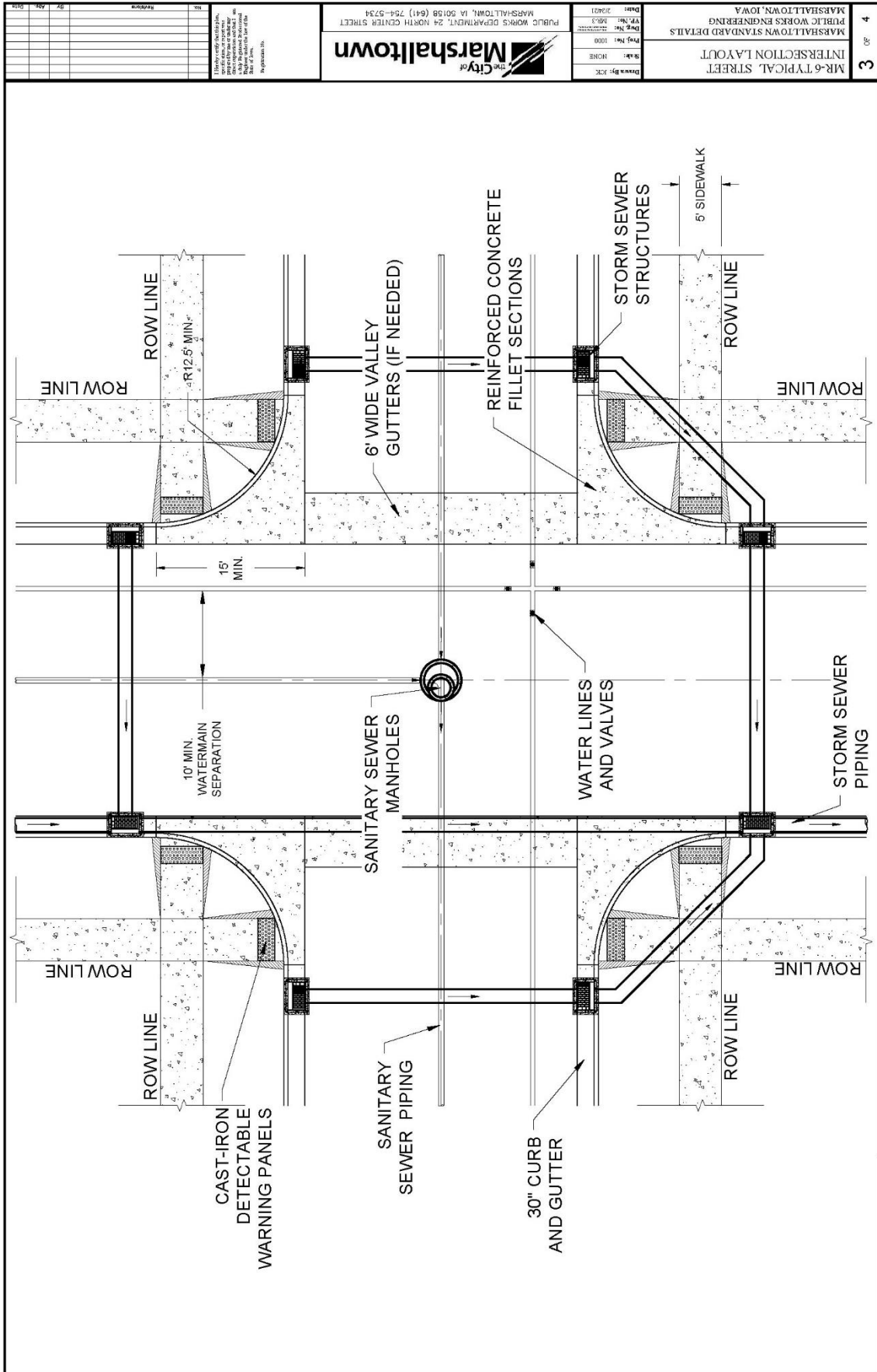


City of Marshalltown PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET MARSHALLTOWN, IA 50158 (641) 754-5734		Date: 3/2/21 Drawn By: JCK Scale: N/A Proj. No.: 108 Job No.: 108	MR-3 TYPICAL RESIDENTIAL STREET LAYOUT MARSHALLTOWN STANDARD DETAILS PUBLIC WORKS ENGINEERING MARSHALLTOWN, IOWA	3 OF 4
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MAR-5 TYPICAL STREET UTILITY LAYOUT		MARSHALLTOWN STANDARD DETAILS		PUBLIC WORKS ENGINEERING		MARSHALLTOWN, IOWA	
Drawn By: JSC		Title: NONE		Proj. No: 1002		Date: 2/20/21	
The City of Marshalltown		PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET		MARSHALLTOWN, IA 50198 (641) 724-5234			
Engineering: JSC		The City of Marshalltown		MARSHALLTOWN, IOWA		MARSHALLTOWN, IOWA	
No.		Revisions		Date		By	
1		As shown on the plan.		2/20/21		JSC	
2		As shown on the plan.		2/20/21		JSC	
3		As shown on the plan.		2/20/21		JSC	
4		As shown on the plan.		2/20/21		JSC	
5		As shown on the plan.		2/20/21		JSC	
6		As shown on the plan.		2/20/21		JSC	
7		As shown on the plan.		2/20/21		JSC	
8		As shown on the plan.		2/20/21		JSC	
9		As shown on the plan.		2/20/21		JSC	
10		As shown on the plan.		2/20/21		JSC	
11		As shown on the plan.		2/20/21		JSC	
12		As shown on the plan.		2/20/21		JSC	
13		As shown on the plan.		2/20/21		JSC	
14		As shown on the plan.		2/20/21		JSC	
15		As shown on the plan.		2/20/21		JSC	
16		As shown on the plan.		2/20/21		JSC	
17		As shown on the plan.		2/20/21		JSC	
18		As shown on the plan.		2/20/21		JSC	
19		As shown on the plan.		2/20/21		JSC	
20		As shown on the plan.		2/20/21		JSC	



SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

PART 1 - GENERAL

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

SECTION 7020 - HOT MIX ASPHALT PAVEMENT

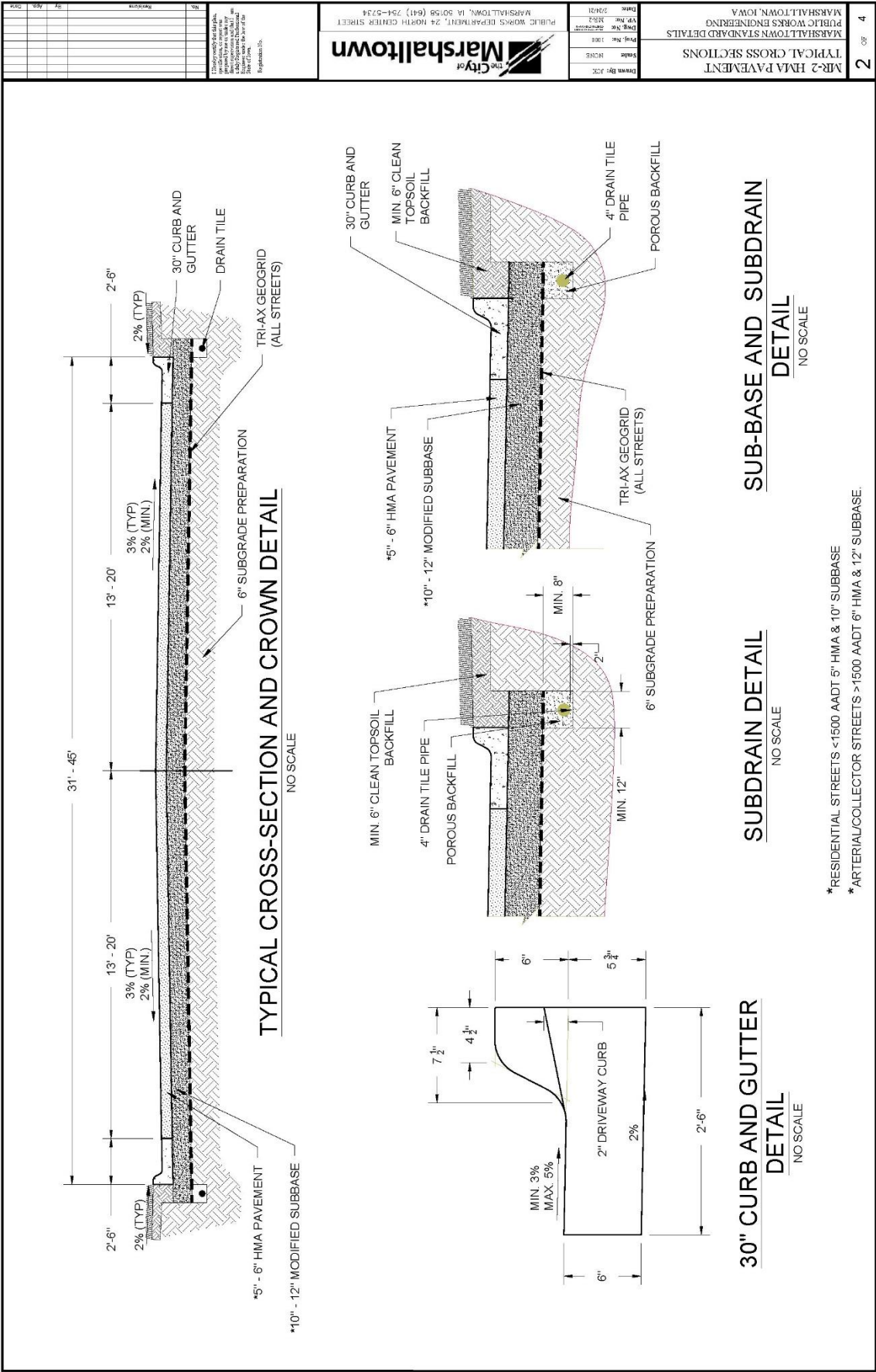
PART 1 - GENERAL

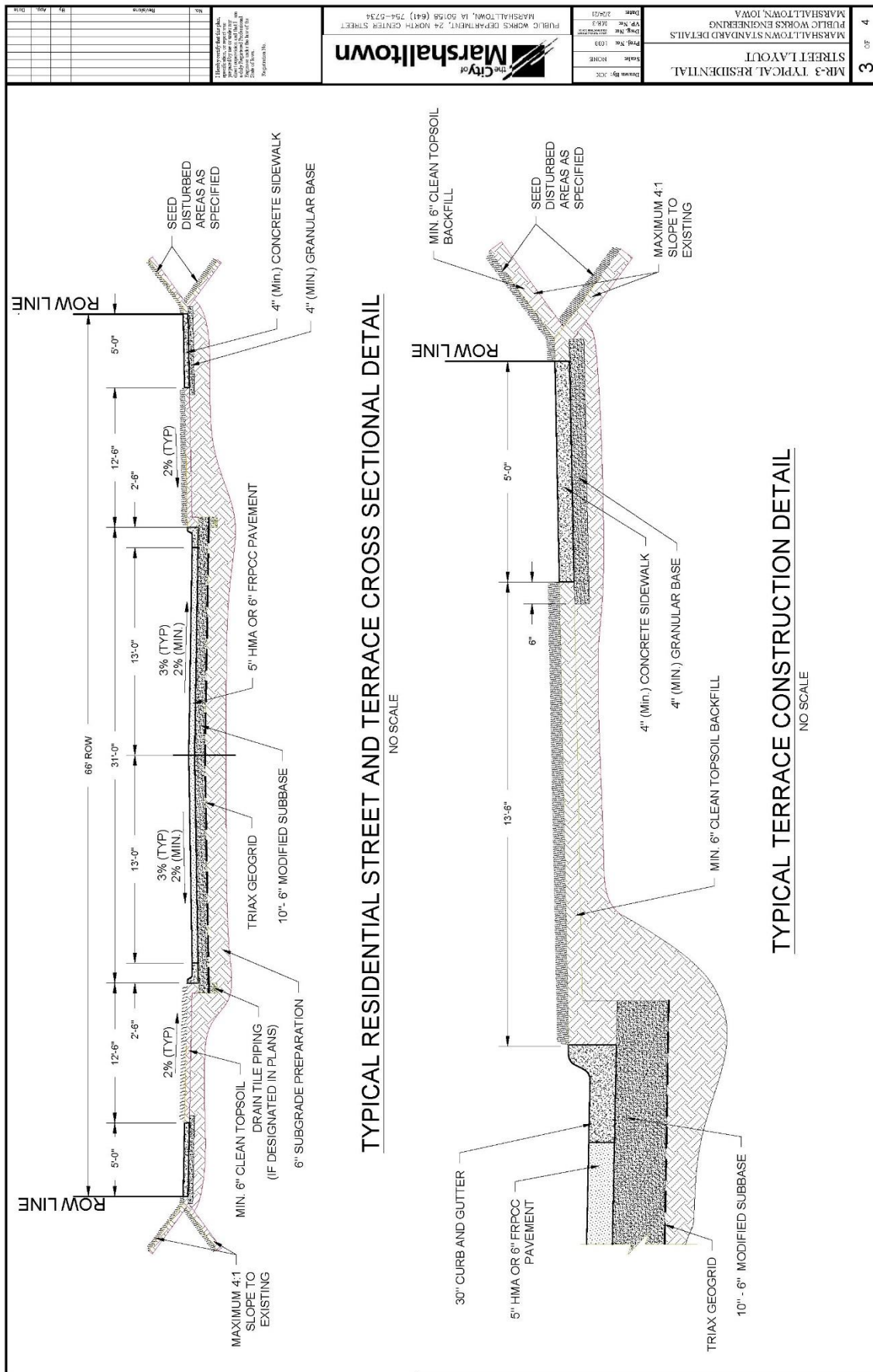
1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

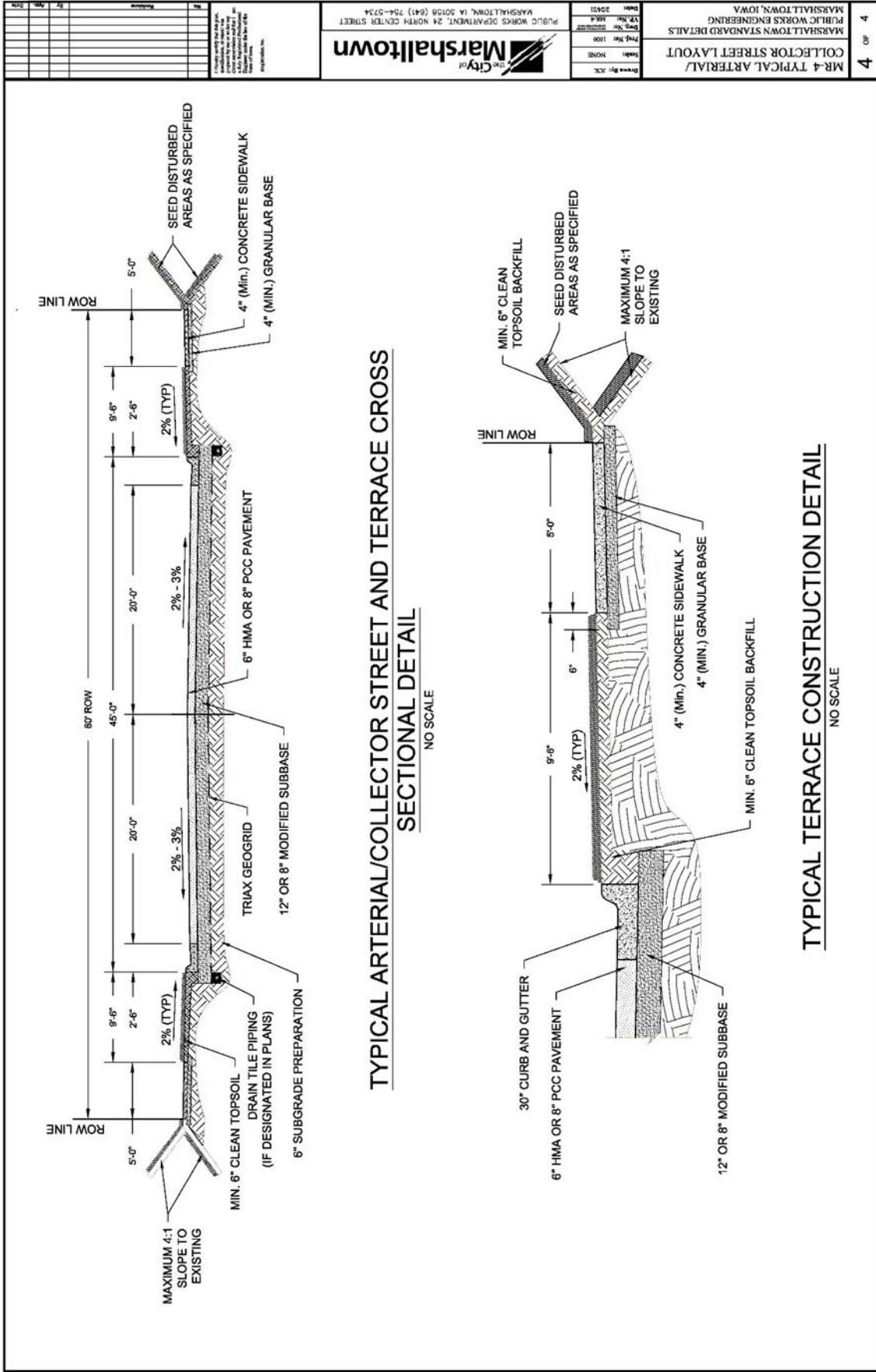
PART 3 - EXECUTION

3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
 - 1. MR-2 HMA Pavement Typical Cross Sections
 - 2. MR-3 Typical Residential Street Layout
 - 3. MR-4 Typical Arterial/Collector Street Layout
 - 4. MR-6 Typical Street Intersection Detail



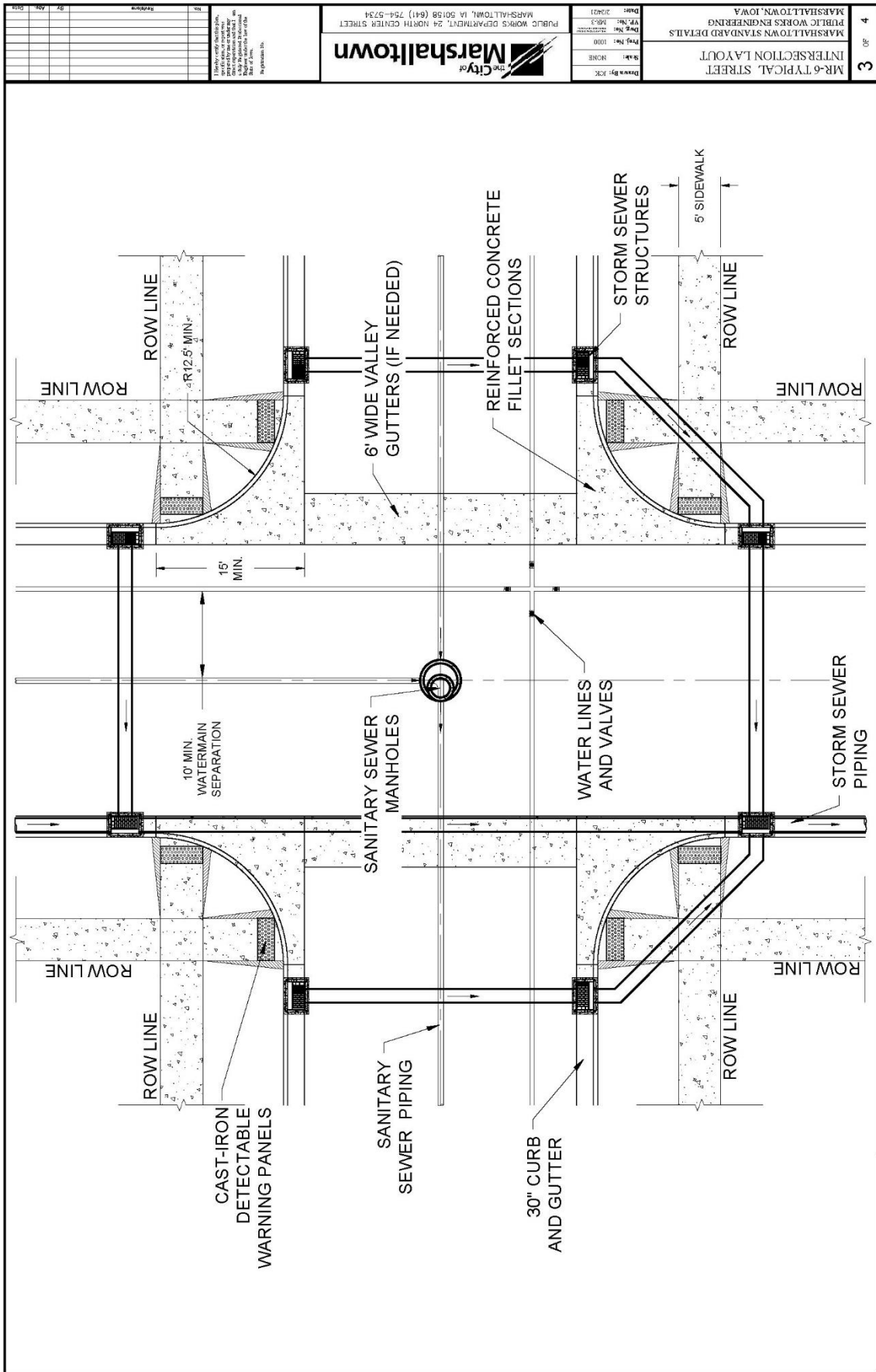




City of Marshalltown
PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET
MARSHALLTOWN, IA 50108 (641) 754-0734

MR-4 TYPICAL ARTERIAL/ COLLECTOR STREET LAYOUT
MARSHALLTOWN STANDARD DETAILS
PUBLIC WORKS ENGINEERING
MARSHALLTOWN, IOWA

4 of 4



SECTION 7021 - HOT MIX ASPHALT OVERLAYS

PART 1 - GENERAL

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

SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 1 - GENERAL

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

PART 2 -PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

- A. Class (DELETE) B or C concrete with materials complying with Section 7010. Use coarse aggregate of Class 2 durability or better.

Table 7030.01: PCC Mixes

Type of Concrete	Machine Finish	Hand Finish
	Class (DELETE) B or C	Class(DELETE) B or C
Slump Minimum	1/2 in.	1/2 in.
Slump Maximum	2 1/2 in.	4 in.
Percent Air Content		
• Target	7%	7%
• Minimum	6%	6%
• Maximum	8 1/2%	8 1/2%

2.07 DETECTABLE WARNINGS

- A. (DELETE) ~~Use manufactured detectable warning panels with a non-slip surface and raised truncated domes. Comply with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (also known as PROWAG) for contrast and dimension requirements. Also comply with Iowa DOT Materials I.M. 411.~~
- A. (ADD) Detectable warning surfaces are a requirement of the Americans with Disabilities Act (ADA) and required when construction and altering curb ramps and street pavement. The Truncated domes are the only detectable warnings allowed by ADA.

- B. (ADD) Detectable warnings shall consist of cast-iron or steel panels with a minimum width of 24-inches and lengths of 24-inches and/or 30-inches. The panels shall be slip resistant and extend the full width of the curb ramp.
- C. (ADD) Panels shall be provided with anchors for casting into concrete surfacing.
- D. (ADD) Per ADA guidelines, the truncated domes shall be aligned in a square pattern and have a maximum 1.4-inch base diameter and a height of 0.2-inch. They shall be spaced 2.4-inches apart from one another and have a base-to-base spacing of at least 0.65-inch.
- E. (ADD) The visual contrast between adjoining surfaces shall be satisfied with a natural patina.

2.10 (ADD) CONCRETE CURING COMPOUND

A. General:

- 1. Comply with ASTM C 309. White pigmented compounds are typically used for most construction. However, clear compounds may be used adjacent to businesses and homes to reduce tracking problems.

B. Sprayability:

- 1. Use compounds of a consistency that they can be readily applied by spraying to a uniform coating at a material temperature above 40°F.

2. Moisture Retention:

- 3. White pigmented liquid curing compounds, when tested in accordance with ASTM C156 using an application rate of 200 square feet per gallon shall restrict the loss of water to not more than 0.20 kg/m² in 24 hours or 0.40 kg/m² in 72 hours.

C. Drying Time:

- 1. Use liquid curing compounds that:

- a. Dry to the touch in no more than 4 hours, and
- b. Do not track off the concrete when walked upon after 12 hours.

D. White Pigmented Compounds.

- 1. Use compounds consisting of finely ground white pigment and vehicle, ready mixed for use without alteration.
- 2. Ensure the pigment does not settle excessively or cake in the container, and thicken in storage to cause a change in consistency which may result in a non-uniform spray.
- 3. Use a compound that after being sprayed on a test slab and drying has an apparent daylight reflectance no less than 60% relative to magnesium oxide.
- 4. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

E. Clear Compounds:

1. Apply the following in lieu of other requirements of this section:
2. Use clear liquid membrane curing compounds complying with the requirements of ASTM C309, Type 1-D, Class A. Use only one type of compound on a structure. Do not use different compounds on the same structure.
3. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

2.11 (ADD) GRANULAR SUBBASE MATERIAL

A. Aggregate of the following types:

1. Crushed stone.
2. Gravels of which 30% or more of the particles retained on the 3/8-inch sieve have at least one fractured face as specified in Iowa DOT Materials I.M. 305.
3. Crushed PCC pavement meeting the requirements specified in Iowa DOT Materials I.M. 210, or
4. Uniformly blended combinations of these materials.

B. Gradation:

1. Crushed material: Meet the requirements for Gradation No. 12a of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.
2. Gravel: Meet the requirements for Gradation No. 12b of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.

C. Quality:

1. The requirements of the following table apply to the individual virgin aggregates before combining:

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
Abrasion	50	AASHTO T 96
Alumina ^(a)	1.5	Office of Materials Test Method No. Iowa 222
A Freeze	25	Office of Materials Test Method No. Iowa 211, Method A
(a) If the Alumina value fails, determine the A Freeze value for specification compliance. Office of Materials Test Method No. Iowa 222 does not apply to gravel.		

PART 3 - EXECUTION

3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

- A. Form Setting: Comply with Section 7010 with the following additional requirements and exceptions.
 - 2. Wood forms are allowed. (ADD) Wood forms shall be full height of concrete depth, i.e., wood forms for 4-inches depth sidewalk shall not be a standard industry 1x4 or 2x4.
 - 5. Measure or stake as required to construct project elements. If either of the following is met and construction survey is not a bid item, the Contracting Authority will verify that form work complies with the design requirements:
 - c. (ADD) The design cross slope of the sidewalk, turning space, or shared use path shall not exceed 2.0% or be less than 1.0%.
 - d. (ADD) The design cross slope of any driveway crossing a sidewalk or shared use path shall not exceed 2.0% or be less than 1.0%.
 - e. (ADD) The design cross slope of driveways located between the street and the sidewalk shall not be more than 10% nor less than 1.0%.
- B. Concrete Pavement Placement:
 - 3. Driveways: Comply with Figures (ADD) MD-1, MD-2, 7030.101 and 7030.102 and Section 7010. The use of a paving machine is not required.
- E. Form Removal: Comply with Section 7010 (ADD) and.
 - 1. (ADD) Timing:
 - a. Remove forms after the initial set of the concrete has taken place.
 - b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.
 - 2. (ADD) Honeycomb Repair:
 - a. When the forms are removed, fill honeycombs with mortar composed of one (1) part cement and two (2) parts fine aggregate by weight.
 - b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the City.
 - 3. (ADD) Remove all excess concrete from areas along forms and/or backfill area. No excess concrete shall be allowed along edges of sidewalks, trails or curbing.
 - 4. (ADD) In the area adjacent to the new concrete, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the surfacing occurs. This may include check dams, pumping, etc.

5. (ADD) Material used for backfilling shall be free from spongy or vegetative substances, rocks, asphalt, broken concrete, frozen material or any other debris. The top six (6) inches shall be a soil suitable for growing grass.

F. Jointing:

2. Transverse Contraction Joints:

a. Shared Use Paths (ADD) and Sidewalks:

- 1) Space transverse joints equal to the width of the shared use path, or as specified in the contract documents.
- ~~2) (DELETE) Saw contraction joints according to Section 7010.~~
- 2) Saw contraction joints within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) Use a straightedge if joints are sawed with a hand-held saw.

b. ~~(DELETE) Sidewalks and Driveways:~~

- 1) ~~(DELETE) Space sidewalk contraction joints equal to the width of the sidewalk.~~ (ADD) Space driveway contraction joints to match sidewalk joints whenever possible. Joints shall be spaced to form rectangular panels where the long dimension does not exceed 1-½ times the short dimension. In no case will the panel length exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) ~~(DELETE) Space driveway contraction joints so panel length does not exceed 12 feet.~~ (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) ~~(DELETE) Form transverse contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness.~~ (ADD) Use a straightedge if joints are sawn with a hand-held saw.

3. Longitudinal Contraction Joints:

a. Shared Use Paths and Sidewalks: Saw joint to 1/8 inch wide and to a depth of 1/3 the pavement thickness.

- 1) (ADD) Longitudinal contraction joints will be placed when the width of the path/sidewalk exceeds 6-feet for 4-inches concrete or 9-feet for 6-inches concrete.
- 2) (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

b. Driveways:

- 1) (DELETE) ~~Space longitudinal contraction joints so panel width does not exceed 12 feet.~~ (ADD) Space longitudinal contraction joints so panel length or width does not exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) (DELETE) ~~Form longitudinal contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.~~ (ADD) Contraction joints shall be sawn within 12 hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

G. (ADD) Granular Base:

1. (ADD) Shared Use Paths and Sidewalks will be placed on a minimum of 4-inches of compacted granular base.
2. (ADD) Driveways shall be placed on a minimum of 6-inches of compacted granular base.
3. (ADD) Granular Base shall be compacted to a minimum 98% Standard proctor density at a moisture content of $\pm 3\%$ of optimum moisture as determined by ASTM D698.

3.13 (ADD) SIDEWALK GRADES

- A. All staking for sidewalk grades, grading subgrade preparation and form installation will be the full responsibility of the contractor. The City Engineers office will inspect the forms and subgrade preparation prior to concrete placement.
- B. When a new sidewalk is being constructed and the grade is different than the present adjoining sidewalks, the following shall apply:
- C. Beginning at the property line the slope of the sidewalk shall be a maximum 8.3% from the adjoining sidewalk to the grade of the new sidewalk. When the existing sidewalk cross slope does not meet requirements, a transition segment shall be installed to match existing slope. See SUDAS Figures 7030.204, 7030.206, 7030.207, 7030.208 and 7030.209.

3.14 (ADD) SIDEWALK ALIGNMENT:

- A. Unless otherwise approved by the City Engineer the back of the sidewalk shall match the adjoining property line.
- B. All private sidewalks joining the City Sidewalk will be built to the new sidewalk grade. Driveway sidewalks may remain at the present grade unless they are being replaced, and if they are being replaced they will be built to the proper grade.

C. The Standard City Sidewalk grade is a quarter ($\frac{1}{4}$) inch per foot maximum across the sidewalk and half ($\frac{1}{2}$) inch per foot across the terrace to the street. Deviations from this standard grade will be allowed only with the approval of the City Engineer and only in areas where existing walks are at a nonstandard grade or where a standard grade will cause a severe hardship to the adjacent property owners.

3.15 (ADD) INSPECTIONS

When the Contractor is ready to pour the sidewalk, an inspection shall be requested from the City Engineer's office. Enough advance notice shall be given to provide ample time for the inspector to get to the job site and inspect the work so the contractor can make any changes required, before the concrete arrives.

3.16 (ADD) CURB CUTS

- A. It shall be unlawful for any person, firm, or corporation to cut or remove any curbing for any purpose without first securing a written permit from the City Engineer.
- B. Grinding of curbs for driveway entrances are not allowed. Removal of back of curb and extending driveway to gutter pan is not allowed.
- C. All curb cuts shall be made by removal of existing curb (if required) and replacement with either driveway curb (and gutter) or handicap curb (and gutter) as provided in the City of Marshalltown MD-1, MD-2 Details and SUDAS Figures 730.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

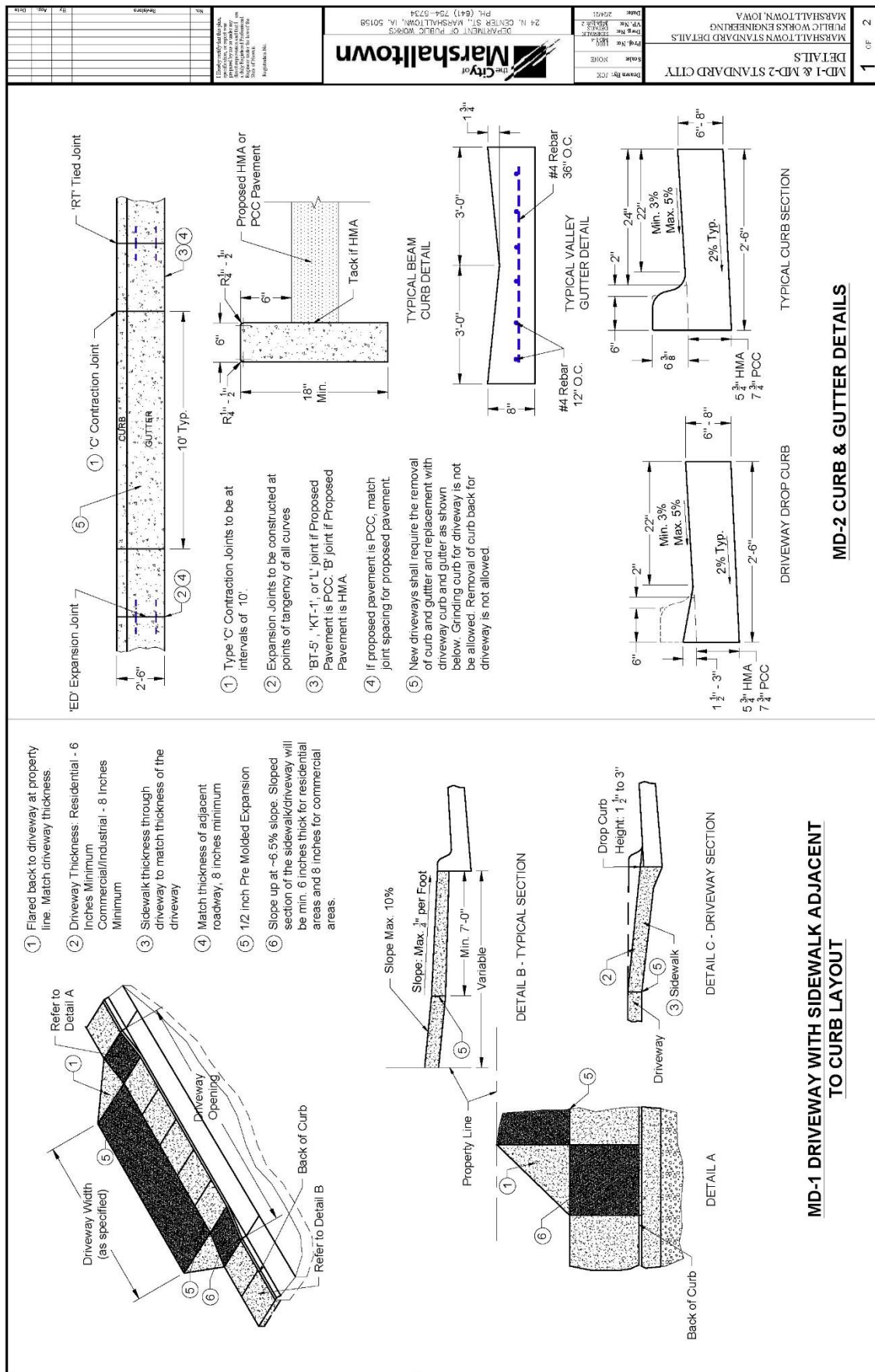
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

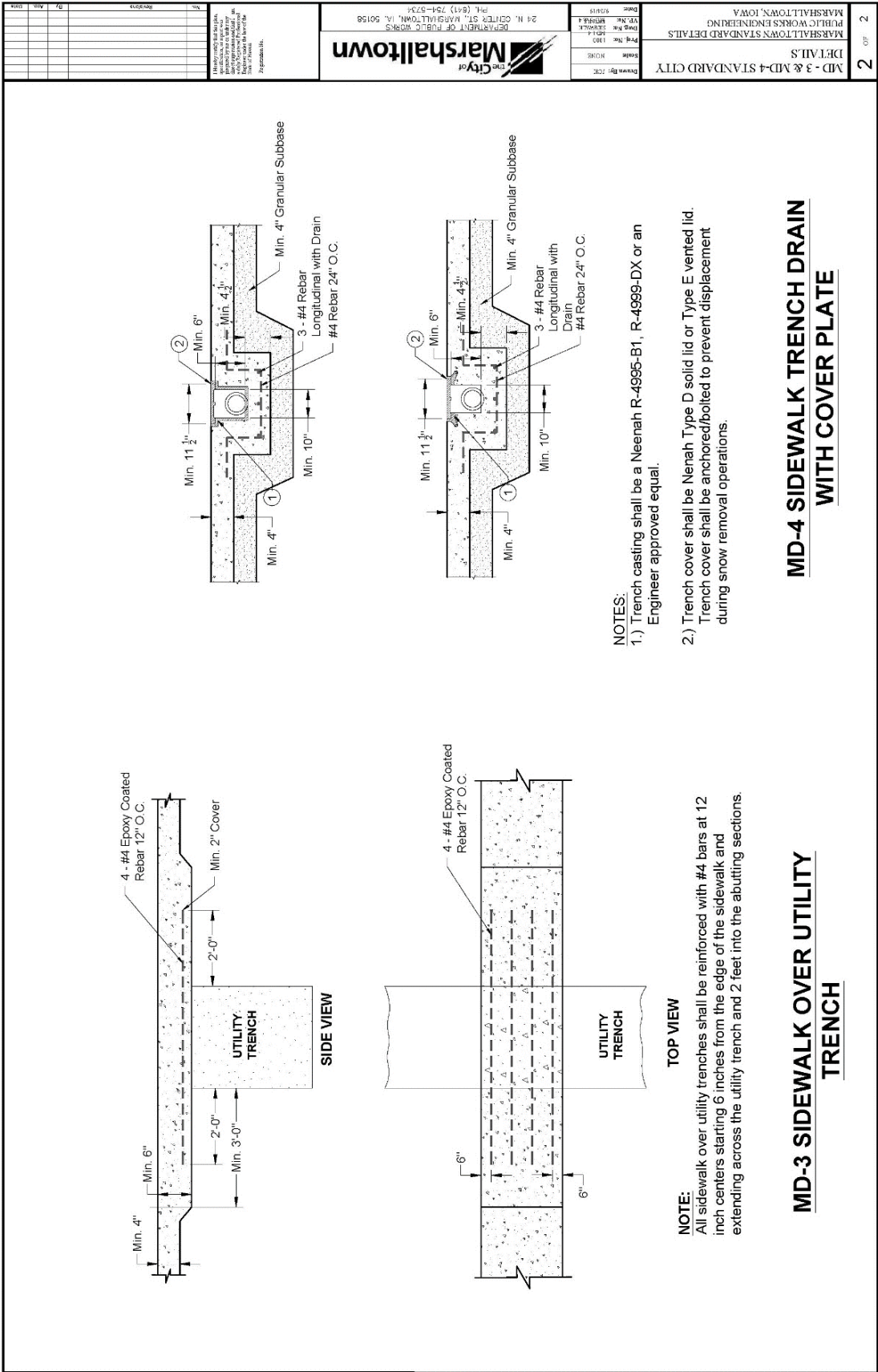
Comply with Section 7010, 3.03 and MD-2.

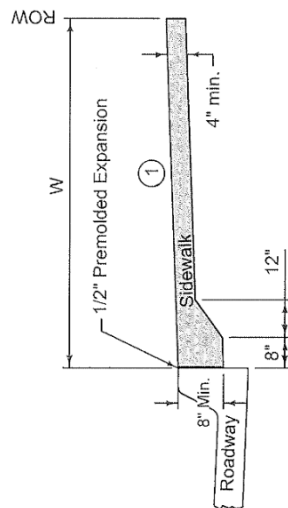
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
 - 1. MD-1 Driveway with Sidewalk Adjacent to Curb Details
 - 2. MD-2 Curb & Gutter Details
 - 3. MD-3 Sidewalk over Utility Trench Detail
 - 4. MD-5 Sidewalk Trench Drain with Cover Plate
- B. See modifications to SUDAS Standard Details as listed on each detail and provided below:
 - 1. Figure 7030.101 – Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 - 2. Figure 7030.102 - Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 - 3. Figure 7030.103 – Revision to sidewalk location and property line. Added target slope to sidewalk.

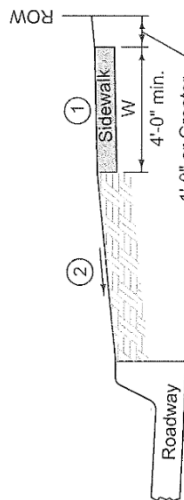
4. Figure 7030.201 – Revised Class A sidewalk layout and added premolded expansion material.
5. Figure 7030.202 – Removed Detail 1 and Revised Detail 2.
6. Figure 7030.206 – Change sidewalk/ramp width to 5'-0" min. Changed curb side sidewalk to min. 7'-0" width.
7. Figure 7030.207 – Added detail for preformed expansion joints.
8. Figure 7030.208 – Added detail for preformed expansion joints.
9. Figure 7030.209 – Changed minimum ramp and turning width to 5'-0".



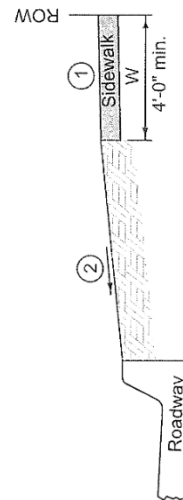




CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



CLASS B SIDEWALK



CLASS C SIDEWALK

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
 - ② Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.
If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.
- Special grade may be specified in the contract documents.

W = Sidewalk width as specified in the contract documents.

FIGURE 7030.201R	STANDARD ROAD PLAN	REVISION
		2 10-20-15
7030.201		SHEET 1 of 1
REVISIONS: Revised Class A sidewalk layout and added permeable expansion material (City of Marshalltown)		
CLASSES OF SIDEWALKS		

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%.

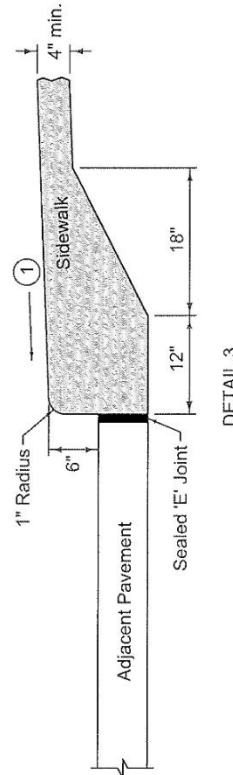
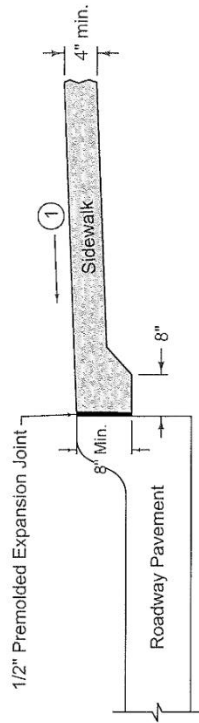
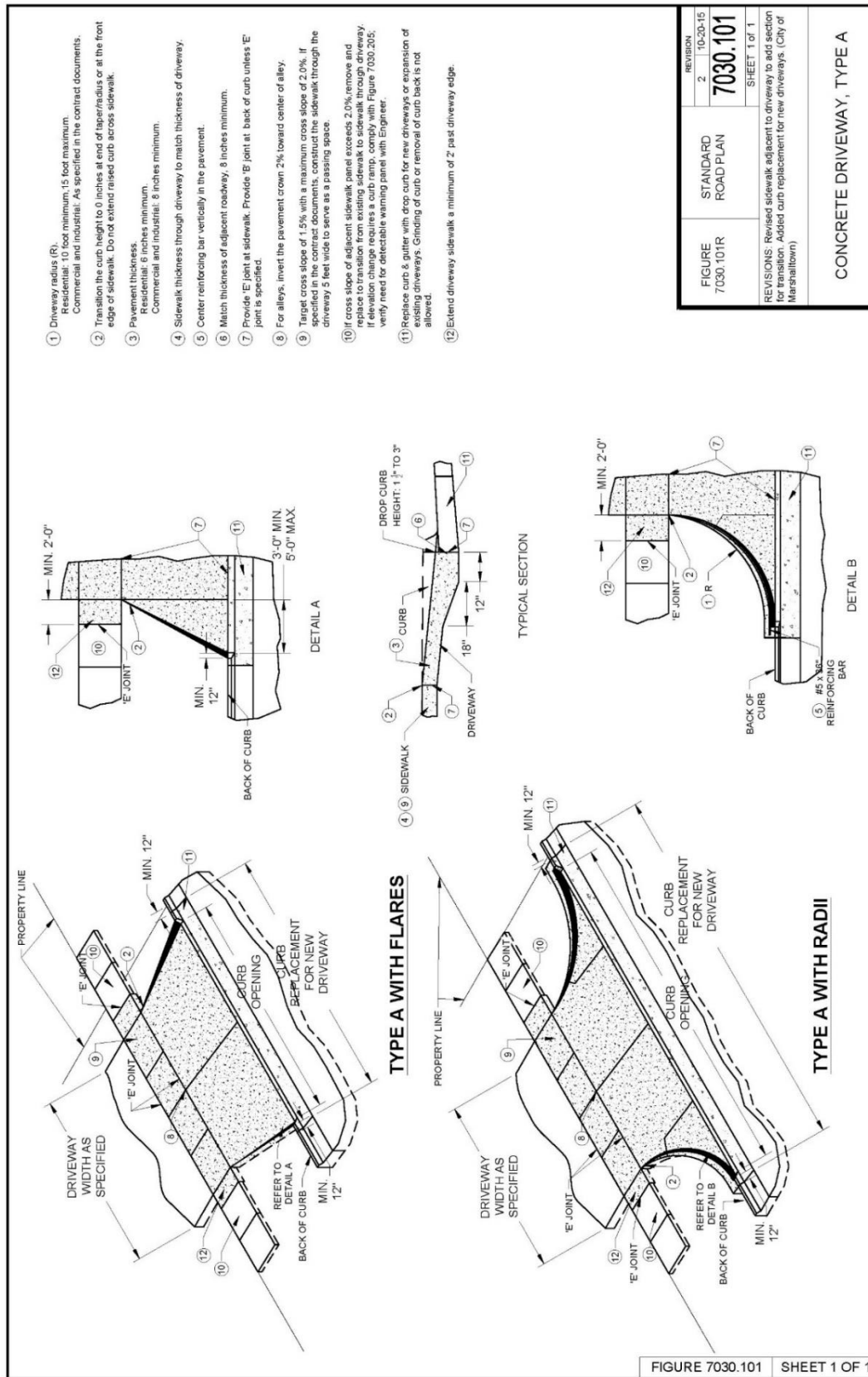


FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION	
		3	10-20-15
		7030.202	
		SHEET 1 of 1	
		REVISIONS: Removed Detail 1, Revised Detail 2, (City of Marshalltown)	
		CURB DETAILS FOR CLASS A SIDEWALK	



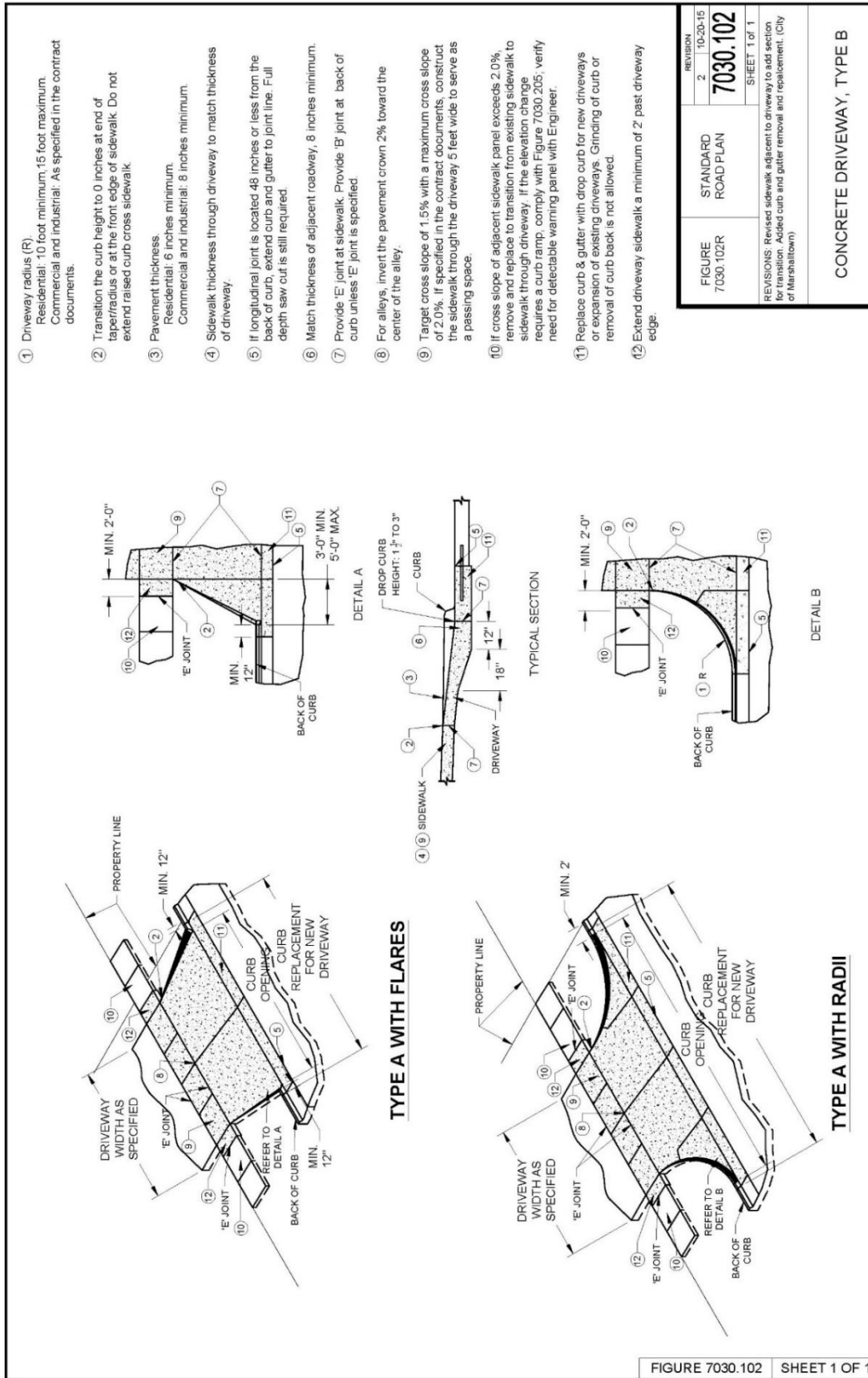
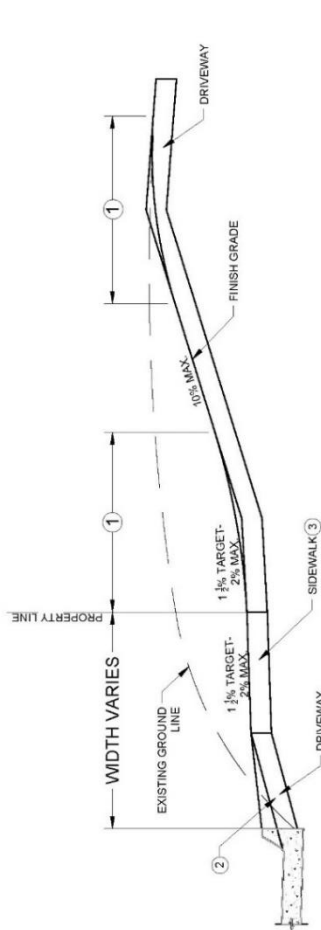
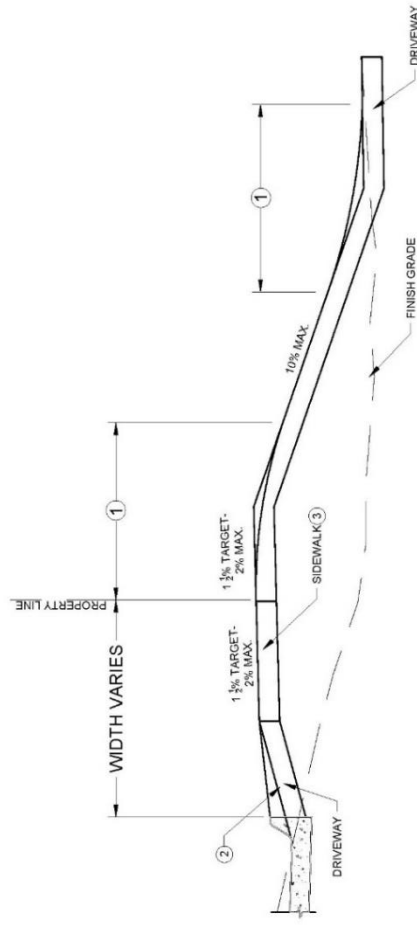


FIGURE	STANDARD	REVISION	7030.102	SHEET 1 of 1
7030.102R	ROAD PLAN	2	10-20-15	
REVISIONS: Revised sidewalk adjacent to driveway to add section for transition. Added curb and gutter removal and replacement. (City of Mansfield)				

FIGURE 7030.102 SHEET 1 OF 1



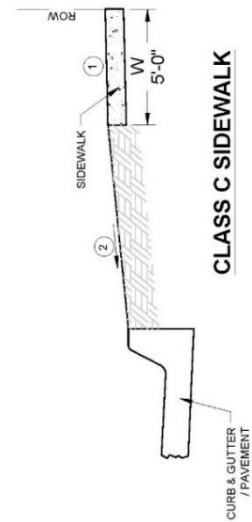
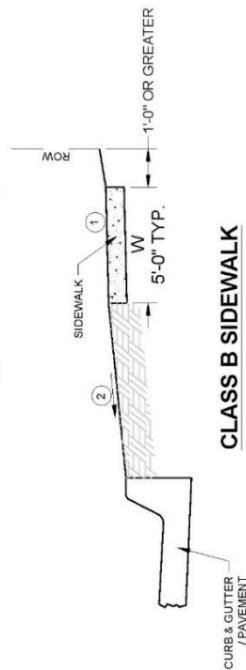
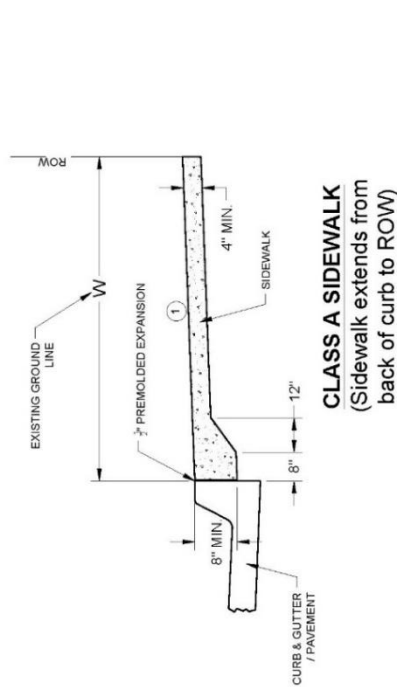
TYPICAL CUT SECTION



TYPICAL FILL SECTION

- ① 10 foot vertical curve required for 5% or greater change in grade.
- ② Slope varies. See contract documents.
- ③ Target cross slope of 1.5% with a maximum cross slope of 2.0%

FIGURE 7030.103R	STANDARD ROAD PLAN	REVISION 2 10/20/15	7030.103	SHEET 1 of 1
REVISIONS: Revision to sidewalk location and property line. Added target slope to sidewalk. (City of Marshalltown)				
DRIVEWAY GRADING				



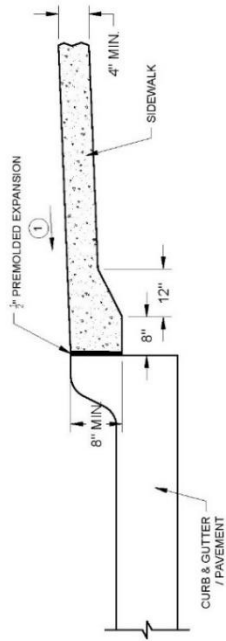
- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
- ② Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.
If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.
Special grade may be specified in the contract documents.
W = Sidewalk width as specified in the contract documents.

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

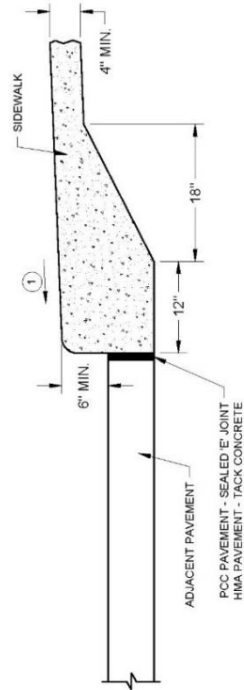
FIGURE 7030.201 SHEET 1 OF 1

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

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

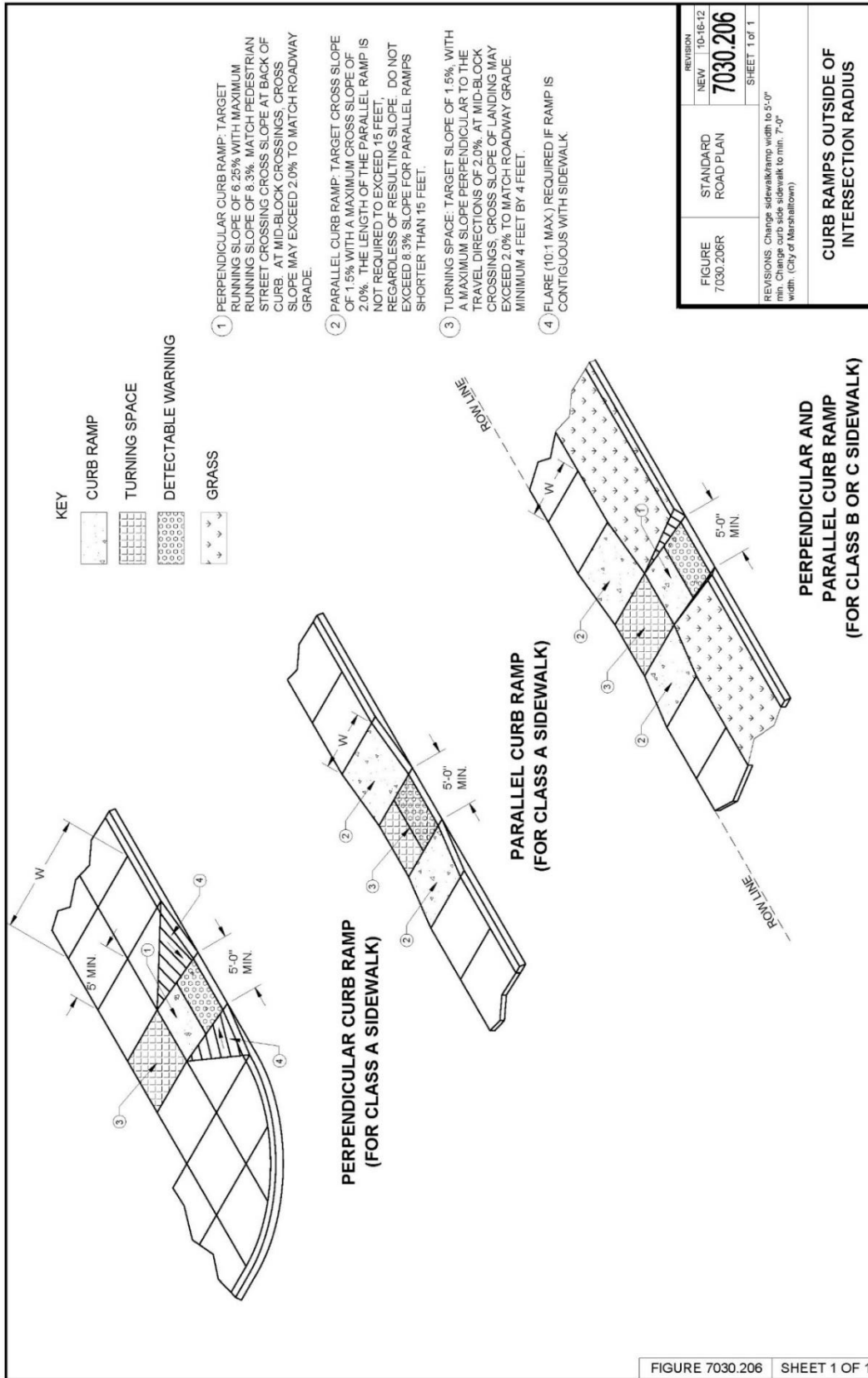


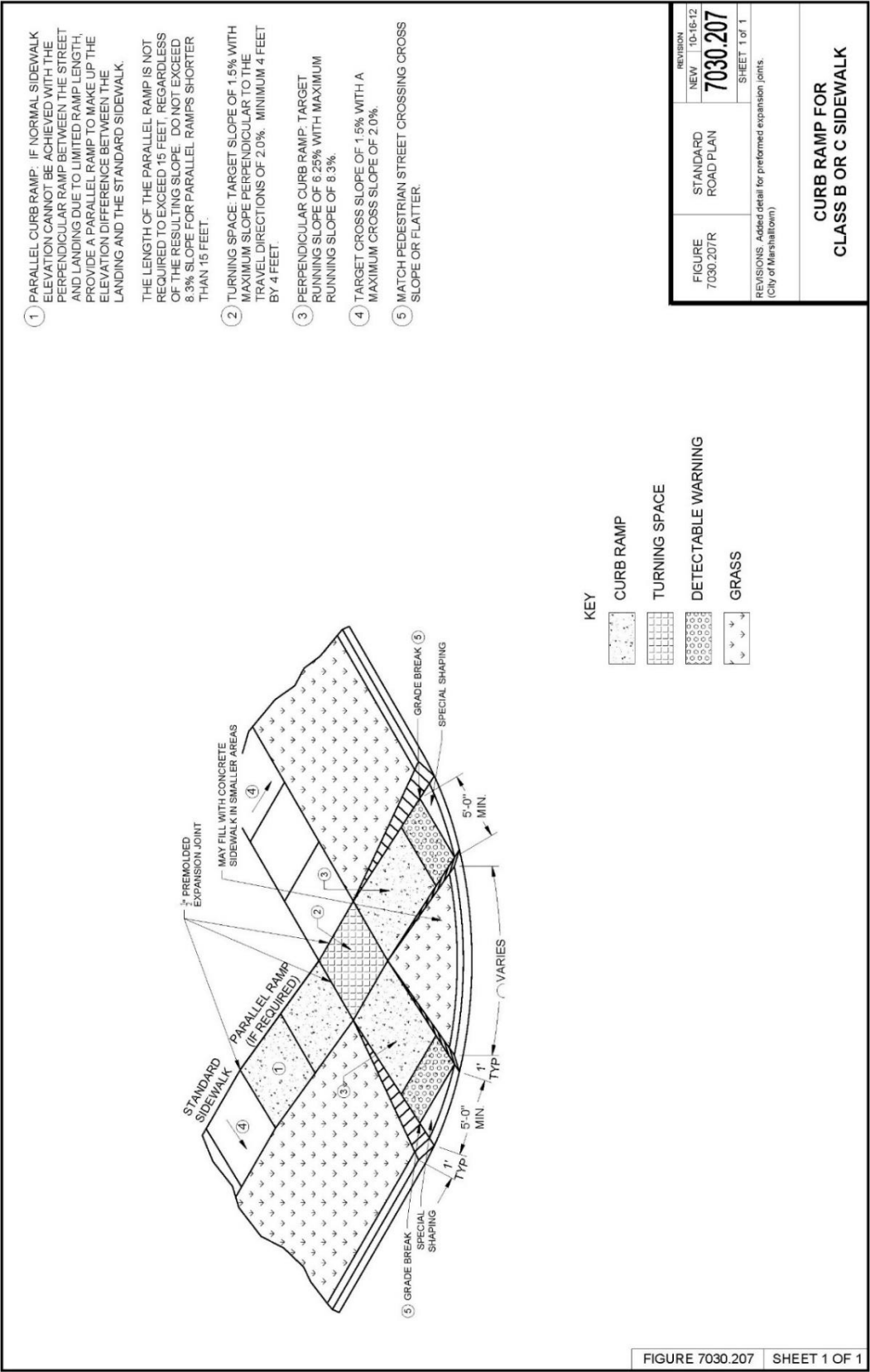
DETAIL 2

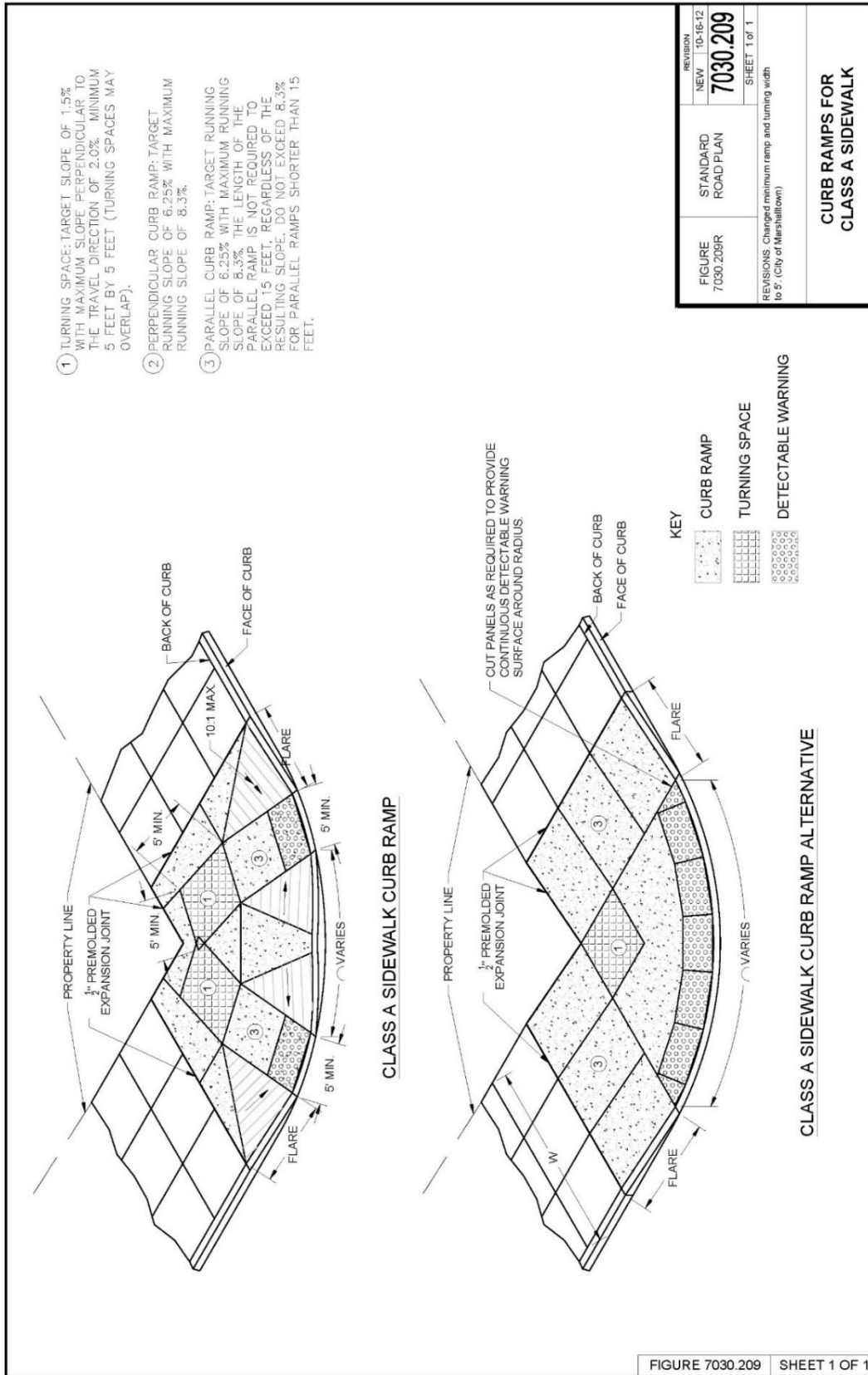


DETAIL 3

FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION	10-20-15
		3	
		7030.202	
		SHEET 1 of 1	
REVISIONS: Removed Detail 1, Revised Detail 2. (City of Marshalltown)			
CURB DETAILS FOR CLASS A SIDEWALK			







SECTION 7040 - PAVEMENT REHABILITATION

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

B. Subbase Over-excavation:

1. **Measurement:** Measurement will be in tons of subbase material placed for authorized over-excavation. (ADD) Measurement for geogrid shall be per 2010.1.08.H.
2. **Payment:** Payment will be made at the unit price per ton of subbase material. (ADD) Payment for geogrid shall be per 2010.1.08.H.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PCC:

2. High Early Strength Patching: Use Class M mix complying with Section 7010. Do not use calcium chloride unless (DELETE) ~~otherwise specified in the contract documents~~ (ADD) approved by the City Engineer.

G. Subbase Material: Unless otherwise specified in the contract documents (DELETE) ~~, use modified subbase complying with Section 2010.~~ (ADD) See MS-4 Pavement Restoration for Subbase requirements.

PART 3 – EXECUTION

3.02 FULL DEPTH PATCHING

B. Restoring Subgrade or Subbase:

1. Excavate (DELETE) 2 (ADD) 12 to 18 inches below the bottom of the existing pavement. (DELETE) ~~If more than 2 inches is excavated,~~ (ADD) Install geogrid on subgrade and place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below the bottom of the existing pavement.~~ Correct unauthorized over excavation at no additional cost to the Contracting Authority.
5. Place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below the bottom of the existing pavement.~~

C. Placing PCC Patches:

2. **Tie Bars and Dowel Bars:** Comply with Section 7010 (ADD), Figures MS-1 and MS-2 in this section, and the figures in Sections 7010 and 7040.

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

Added the following details:

A. MS-1 & MS-2 Pavement Restoration Joint Layout

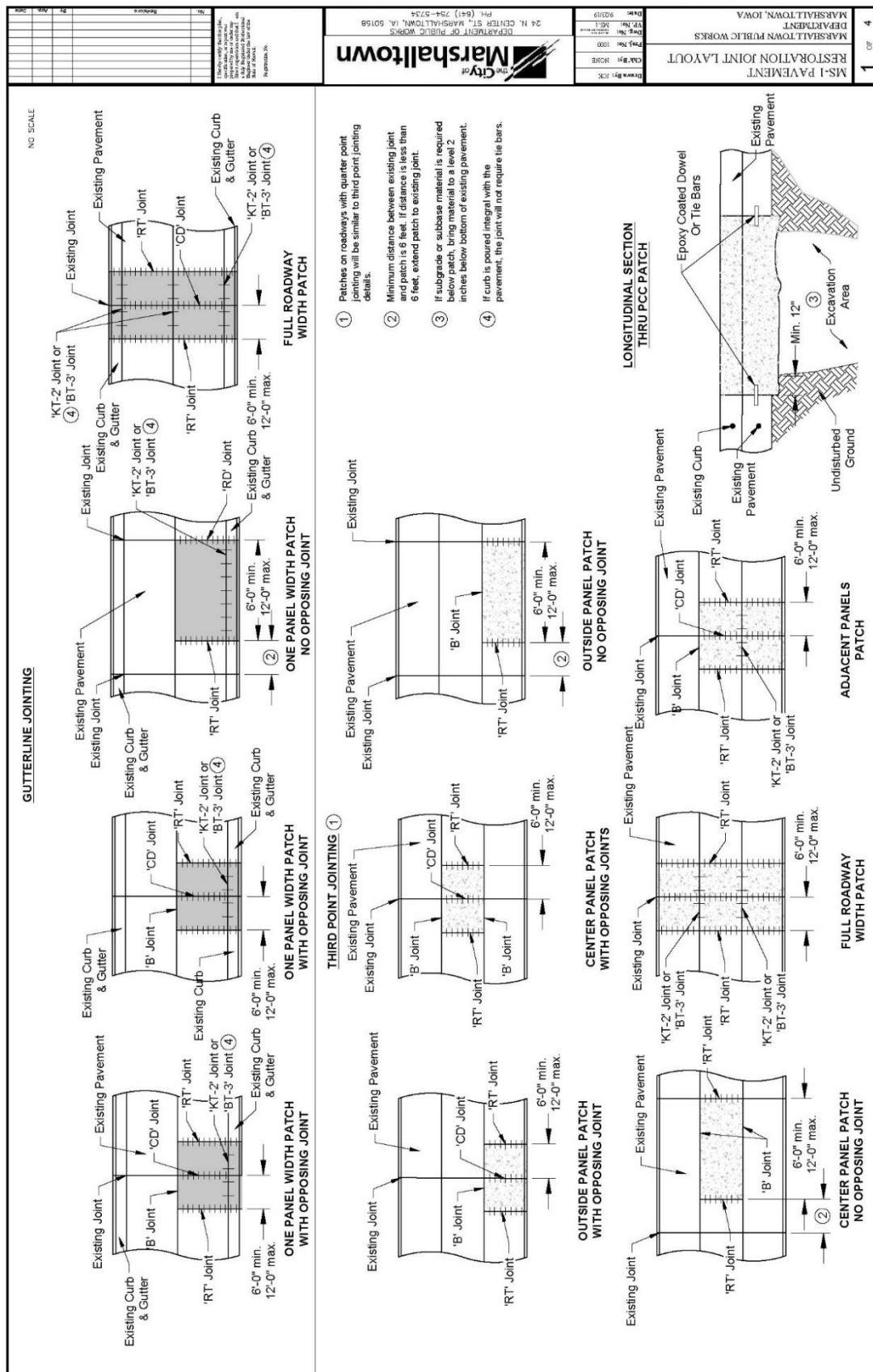
B. MS-3 Manhole Boxout Details

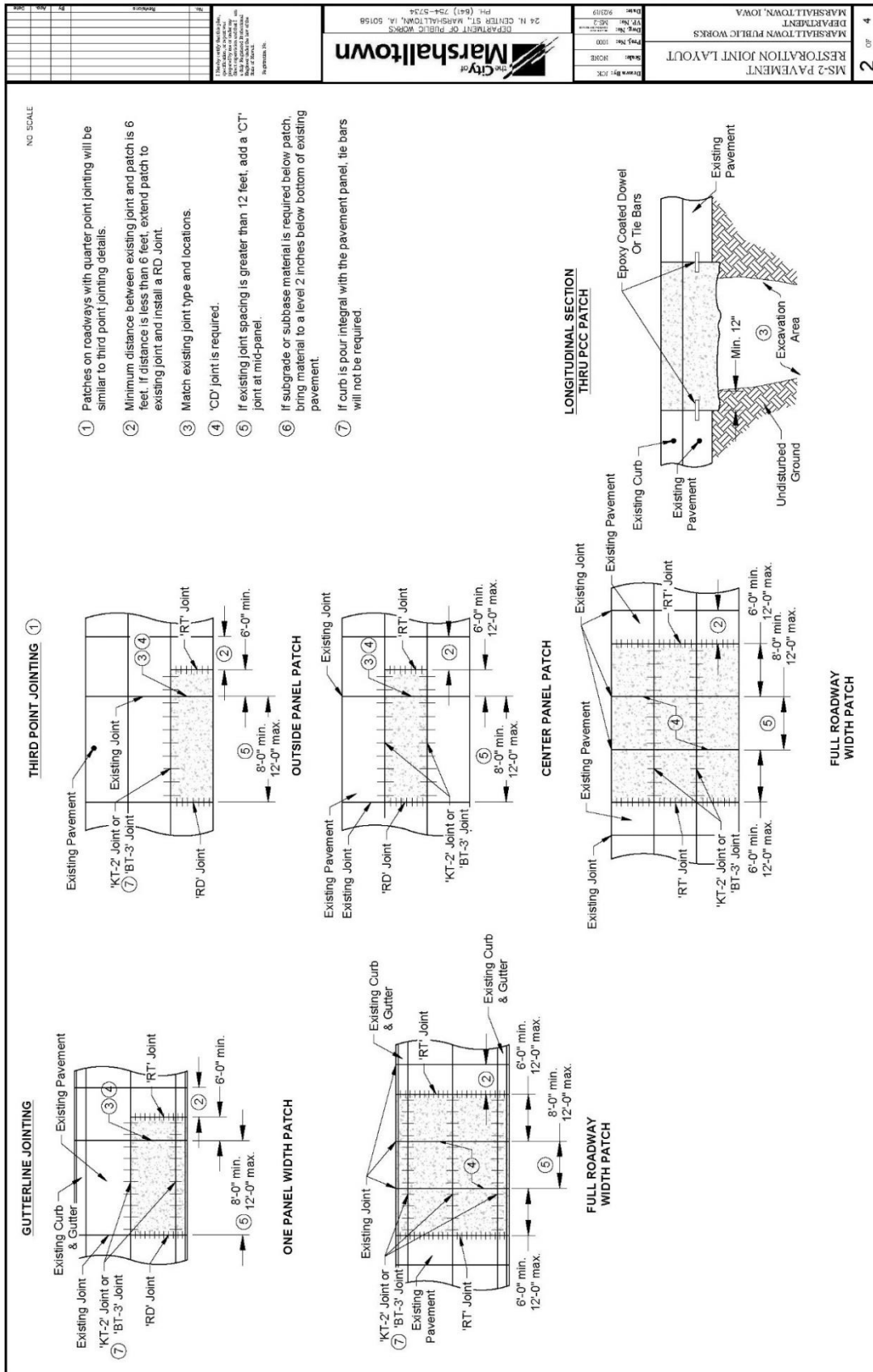
C. MS-4 Pavement Restoration Details

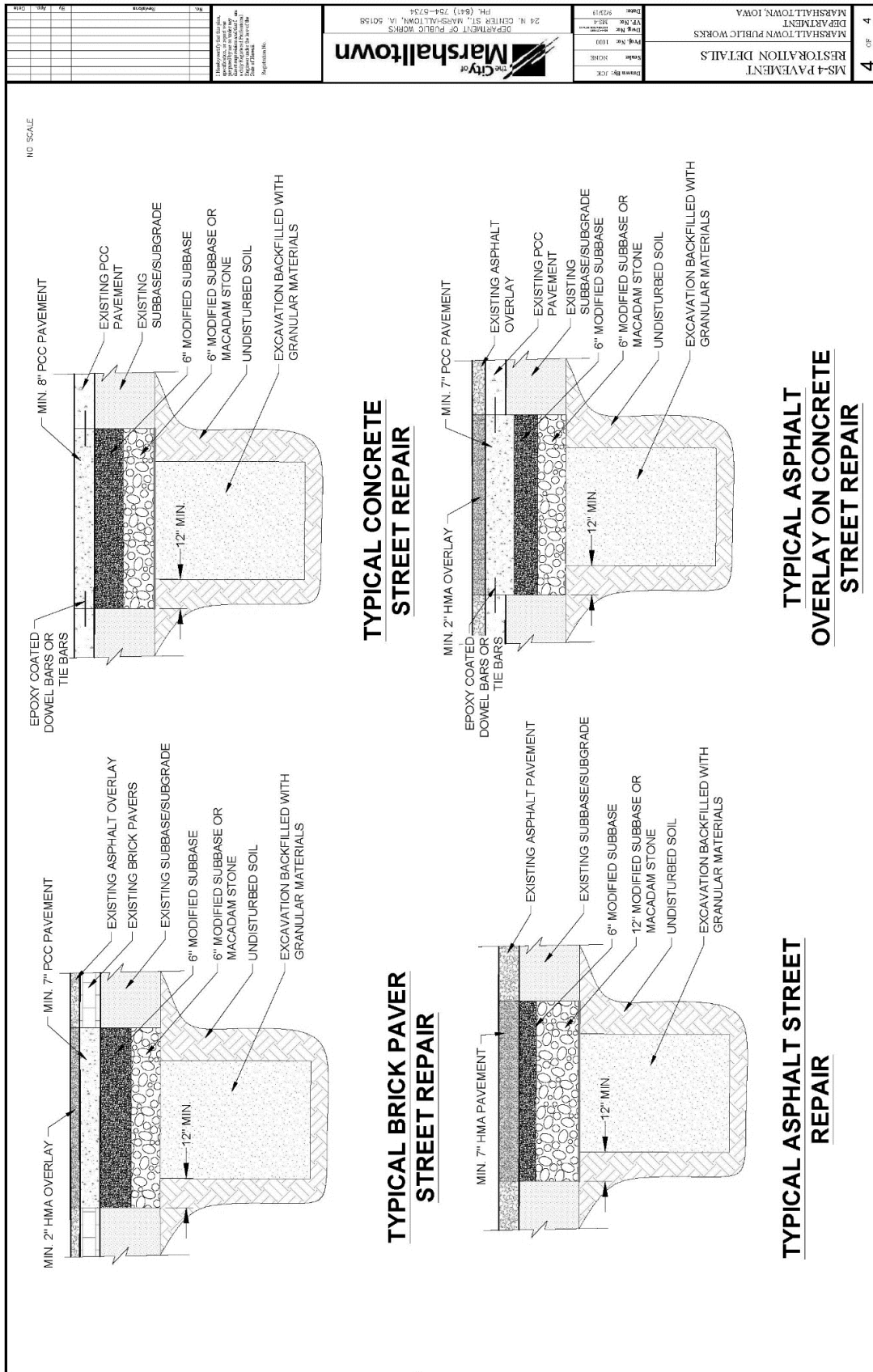
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

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

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







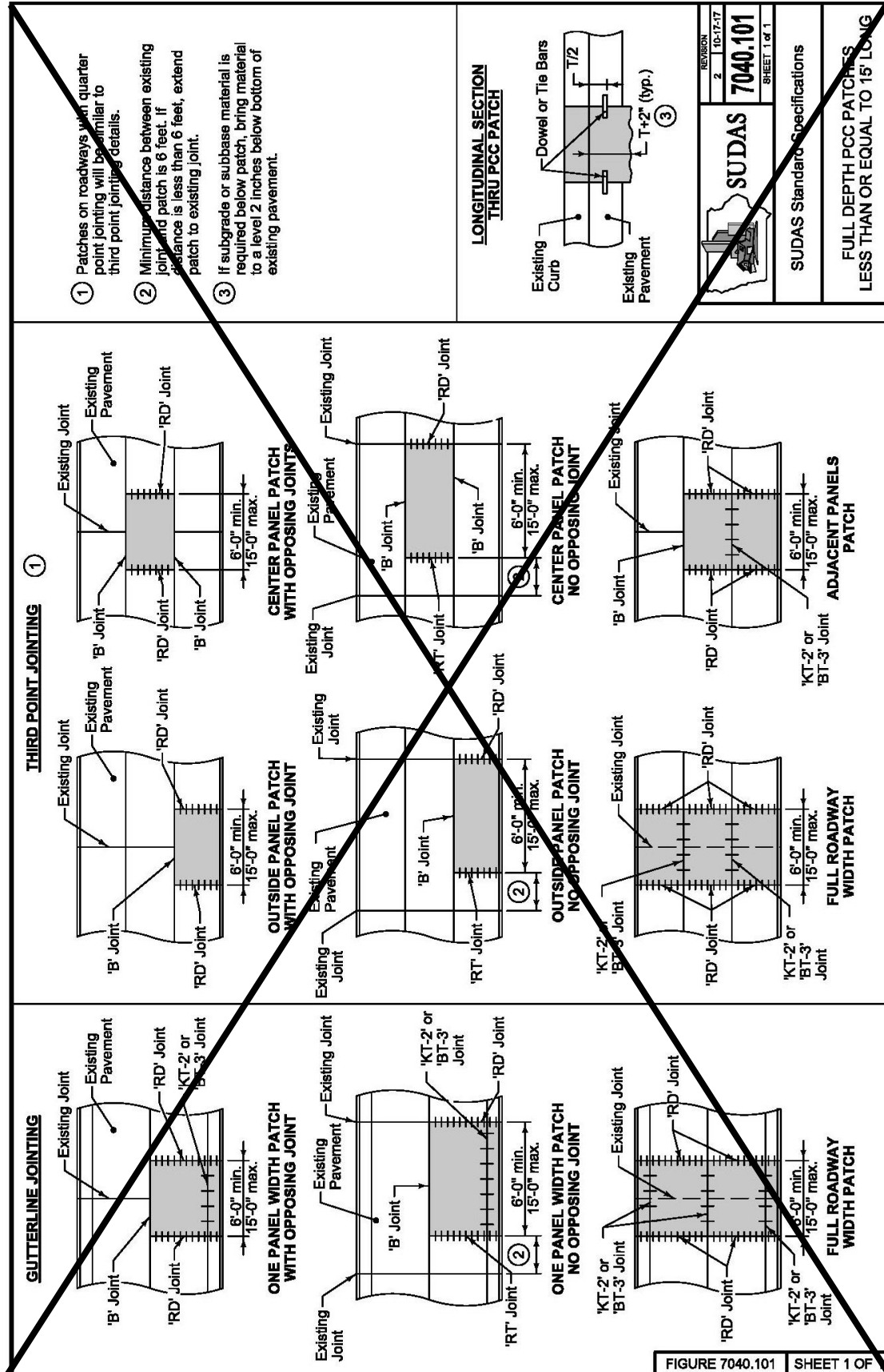
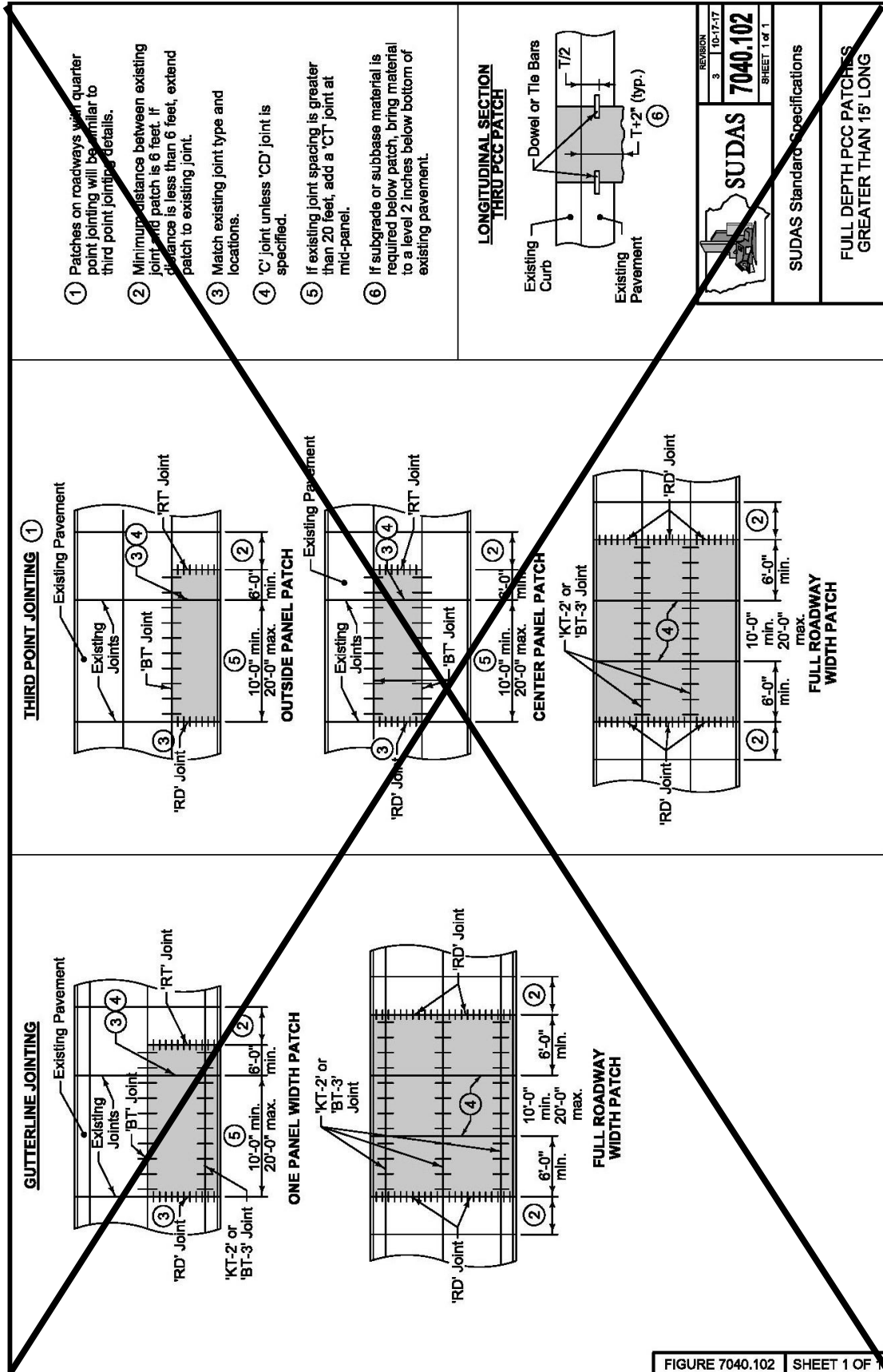


FIGURE 7040.101 SHEET 1 OF 1



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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DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

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

1.07 SPECIAL REQUIREMENTS

- B. (ADD) Coordinate all design and construction work with the City of Marshalltown’s Public Works Electrical Superintendent.

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

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

1.06 SCHEDULING AND CONFLICTS

- B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

3.02 CONSTRUCTION

C. Painted Pavement Markings:

5. (ADD) Coordinate all painted pavement markings with Marshalltown’s Public Works Street Department. Paint markings shall be calibrated to the City’s standard marking spacing and widths.

SECTION 8030 - TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

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

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DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:
 - a. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.
2. Fertilizing:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of fertilizer.
 - b. Payment: Payment will be at unit price per acre (ADD) or square yards of fertilizer.
3. Mulching:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of mulch.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

PART 2 - PRODUCTS

2.02 SEED MIXTURES AND SEEDING DATES

- A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. (ADD) Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

PART 3 - EXECUTION

3.05 HYDRAULIC SEEDING

A. **Seed Application, Fertilizing, and Mulching:**

8. Hydromulching (ADD) is required (DELETE) ~~may be done~~ over conventional seeding and/or fertilizing, (ADD) unless straw mulch is (DELETE) if approved by the Engineer.

SECTION 9020 - SODDING

PART 1 - GENERAL

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

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

(DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications, as well as the following:

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown’s Code of Ordinances, Chapter 58 – Vegetation. A list of prohibited trees and recommended trees is provided in Table 1 at the end of this section.

- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

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

PART 3 - EXECUTION

3.06 PLANTING

- A. Bare Root Plants:** (ADD) Not allowed without written approval of the City Engineer.

Table 1 - Tree List for Planting on Terrace or Other Public Right-of-Way

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angnstifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple – Autumn Blaze Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars

- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quecrus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)
- Red Bud (*Cercis Canadensis*)

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.13 RIP RAP (Figures 9040.110 and 9040.111)

- B. (ADD) Contractor shall construct an anchor trench along the toe of the slope prior to placement of riprap. Anchor trench shall be 2' deep, 4' wide, and extend along the entire length of slope.

SECTION 9050 - GABIONS AND REVET MATTRESSES

PART 1 - GENERAL

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

SECTION 9060 - CHAIN LINK FENCE

PART 1 - GENERAL

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

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.02 INSTALLATION

B. Modular Block Retaining Wall:

3. Tieback Reinforcement Installation: Install tieback reinforcement (ADD) every 24” of elevation. Geogrid shall conform to the manufacturer’s requirements and be installed according to the manufacturer’s requirements.

3.03 (ADD) NOTES ADDED TO FIGURES

- A. SUDAS 9070.101 - Tie backs will be required for each 2-feet of vertical wall elevation constructed.
- B. SUDAS 9070.102 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.
- C. SUDAS 9070.103 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.

SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - General Conditions and Supplementary Conditions and Part II Technical Specifications Division 1”

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 - GENERAL

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

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 - GENERAL

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

DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 - GENERAL

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

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DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 - GENERAL

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

SECTION 11,020 – MOBILIZATION

PART 1 - GENERAL

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

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 - GENERAL

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

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 - GENERAL

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

SECTION 11,050 - CONCRETE WASHOUT

PART 1 - GENERAL

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

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DEVELOPMENTAL SPECIFICATIONS FOR TRANSVERSE CRACK LEVELING FOR HMA PAVEMENTS

Effective Date April 16, 2019

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE DEVELOPMENTAL SPECIFICATIONS AND THEY PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

15070.01 DESCRIPTION.

- A. Fill shallow depressions in the pavement and adjacent to cracks with an approved hot-applied, pourable, self-adhesive material that has a uniform texture, and adheres to the pavement surface. Fill all cracks in the application area. The intended purpose is to level the surface of the depression and improve the ride of the pavement.
- B. When crack cleaning and filling is a part of the contract, that work will be covered by a separate specification.

15070.02 MATERIALS.

Use material consisting of an approved hot blended aggregate filled polymer mastic repair product for leveling, sealing, filling, and making thin bonded repairs to pavements. Use mastic specifically formulated to repair distresses which are larger than those typically repaired by crack and joint sealing, but do not require milling or patching methods for the repair. Use material that is flexible, self-adhering, and resistant to deformation by vehicle loadings. The following is a list of approved products. The Contractor has the option of using an approved equal product.

- PolyPatch mixtures manufactured by CRAFCO, INC.
- Mastic One manufactured by CRAFCO, INC.
- Level and Go Repair Mastic manufactured by Deery American Corporation
- Pave Patch manufactured by RIGHT / POINTE, LLC.
- SAMIscreed Asphalt Repair Mastic manufactured by Fibrecrete Preservation Technologies Inc.

15070.03 CONSTRUCTION.

- A. Equipment.
 - 1. Furnish:
 - Equipment to prepare the pavement, including the removal of loose, deteriorated, or undesirable material from the crack to be repaired,

- Heating and application equipment, and
 - Equipment needed to perform the leveling work.
2. Standard cleaning methods used to clean pavements, such as power brooms, compressed air, high-pressure water, and hand tools will be acceptable. Water flushing will not be permitted in areas where considerable cracks are present in the pavement surface.
 3. Use equipment, tools, and machines recommended by the product manufacturer for heating and distributing the leveling material. Maintain equipment in satisfactory working order at all times.

B. Construction.

1. Immediately prior to applying the leveling material, clean the surface and cracks of all loose material, vegetation, and other objectionable material. Obtain the Engineer's approval for surface preparation prior to applying material.
2. Ensure the pavement surface is dry prior to spreading the material across the crack to be leveled.
3. Place the leveling material so the finish elevation is level with, or no more than 0.25 inch above, the surrounding pavement surface.
4. Heat and apply leveling material as recommended by the product manufacturer.

C. Limitations of Operations.

1. Conduct the work on one lane at a time unless the road is closed to traffic. If the road is not closed, conduct all operations to provide a minimum of inconvenience to traffic. Do not open the roadway with placed leveling material until the material is properly cured and will not track or be damaged by traffic.
2. Adjust the work schedule so that all work of transverse crack leveling will be completed in one working day if the road is not closed to traffic.
3. Apply Articles 1107.08, 1107.09, and 1108.03 of the Standard Specifications.

15070.04 METHOD OF MEASUREMENT.

A. Transverse Crack Cleaning and Sealing.

1. Calculated based on centerline miles measured to the nearest 0.1 mile. The calculations will be based on two-lane pavement, corrected for main line pavement of more than two lanes, including climbing lanes.
2. At intersections, rest areas, and interchanges designated for transverse crack leveling, the additional areas of widened pavement, ramps, storage lanes, turning lanes, paved medians, and parking in rest areas will not be separately measured for payment.

3. Between limits for which transverse crack cleaning and sealing is intended for either pavement or shoulders, no deductions will be made for bridges, intersections, or other interruptions where transverse cracks are not to be cleaned and sealed.

B. Transverse Crack Leveling.

Pounds of material placed for Transverse Crack Leveling on the project. The Engineer will deduct unused quantities based on actual scaled weight, product carton (container) content weight, or estimates.

15070.05 BASIS OF PAYMENT.

Payment will be the contract unit price as follows:

A. Transverse Crack Cleaning and Sealing.

1. Per mile.
2. Payment is full compensation for furnishing all equipment, tools, labor, surface preparation, mixing, and placing the leveling material except for the leveling material.

B. Transverse Crack Leveling.

Per pound.



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

July 30, 2021

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 2021 Street Crack Seal and Leveling Project, Project No. STR21003.

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 2021 Street Crack Seal and Leveling Project.

Background: This work includes the sealing of cracks in asphalt pavement throughout the City. Work will also include the filling and leveling of severe cracks. This work is needed to preserve the integrity of streets that have been resurfaced in the past 10 years. The estimated costs for the work are approximately \$525,000.00 and will be funded with Road Use Tax funds.

Budget Impact: This project will be funded with Road Use Tax funds. Sufficient funds are available for this work.

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

MARSHALLTOWN, IOWA

2021 STREET CRACK SEALING AND LEVELING PROJECT

JOINT LEVELING AND CRACK FILLING

PROJECT NO. STR-21003

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2021 STREET CRACK SEALING AND LEVELING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 23rd day of August 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 STR-21003 - 2021 Street Crack Sealing and Leveling Project is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 7th day of September 2021 for the construction of the 2021 Street Crack Sealing and Leveling Project as described in the plans and specifications for Project No. STR-21003, 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 13th day of September 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 Street Crack Sealing and Leveling Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. STR-21003 the 2021 Street Crack Sealing and Leveling Project.

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

BASE BID: CRACK FILLING AND LEVELING				
IDOT Bid Item	SUDAS Bid Item	Description	Quantity	Unit
DS-15070	-	Transverse Crack Cleaning and Sealing	10.76	Mile
DS-15070	-	Transverse Crack Leveling	142,806	LB
2544-1001100	-	Cleaning and Filling Cracks (Pavement Maintenance)	26.52	Mile
2544-1002010	-	Hot Mix Asphalt for Crack Filling	4.10	Ton
2544-1003000	-	Filler Material (Maintenance)	4,900	Gal.
-	8030.01	Temporary Traffic Control	1.0	L.S.
-	11020.01	Mobilization	1.0	L.S.

All work is to be done in strict compliance with the Plans and Specifications for said Project No. STR-21003 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>. Paper copies will not be provided.

Pre-bid Conference

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

Instructions to Bidders.

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

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 9th day of August 2021.

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

RESOLUTION APPROVING ENGINEERING SERVICES AGREEMENT FOR THE
HEADWORKS & DIGESTER IMPROVEMENTS PROJECT FOR FOX ENGINEERING,
IN THE AMOUNT OF \$501,300.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Fox Engineering for the engineering services for the Headworks & Digester Improvements Project

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

Section1. That the new contract for the Headworks & Digestor Improvements Project, in the amount of \$501,300.00 is hereby accepted and approved.

Passed this 9th day of August 2021, and signed this _____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TASK ORDER

This is Task Order No. 2407-20C.1,
consisting of 6 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 22, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- | | | |
|----|---------------------------------|---|
| a. | Owner: | City of Marshalltown, Iowa |
| b. | Engineer: | FOX Engineering Associates, Inc. |
| c. | Specific Project (title): | Marshalltown WPCP Headworks and Digester Improvements |
| d. | Specific Project (description): | <p>The CITY OF MARSHALLTOWN (OWNER) owns and operates a Water Pollution Control Plant (WPCP). Components of the headworks and digester facilities have reached their useful lives. Since these facilities were constructed, additional technologies have become widely used. The July 2021 Capital Needs Plan identified recommended improvements to the WPCP plant including:</p> <ul style="list-style-type: none">• New mechanical screens with wash presses• Replacement grit separation with “HeadCells” and a new grit washer• Permanent building enclosure over the screen area in the Preliminary Treatment Building along with new Makeup Air Handling. An equipment platform to be incorporated.• Raw wastewater pipe replacement downstream of the raw wastewater pumps in the Preliminary Treatment Building and other misc. identified improvements.• Digester cover improvements for Digesters 1 and 3, along with other misc. identified improvements in the Digester Control Building• Dewatering upgrades around the final clarifiers• Upgrades to plant PLCs and SCADA system |

The OWNER desires to engage FOX Engineering Associates, Inc. (ENGINEER) to provide professional engineering services associated with the project.

- 2. Services of Engineer** - Services of Engineer for this Task Order shall be as per Exhibit A of the Master Agreement except as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit A of the Master Agreement for which modifications are hereby made*):

Part 1 -- Basic Services

A1.01 Study and Report Phase – Completed under a prior agreement; not included in this Task Order.

A1.02 Preliminary Design Phase - As per Exhibit A, but with the following additions or modifications (Task 410):

- A.3. Include the following as part of the Preliminary Design Phase:
 - a. Engineer shall assist the Owner in requesting proposals for geotechnical investigations to be performed by others.
- A.4. Meetings during the Preliminary Design Phase shall include the following:
 - a. Kickoff meeting with Staff.
 - b. One preliminary design meeting with Staff.
 - c. One site visit trip, up to 2 days, to review headworks equipment installations with Staff.
- A.8. Bidding-related documents and Construction Contract Documents will be based upon the 2018 EJCDC C-Series documents as amended by the City of Marshalltown. Engineer will review Contract Documents and revise as necessary for this project.
- A.9. Furnish three (3) half-size paper review copies and an electronic PDF of the Preliminary Design Phase documents and any other deliverables to Owner. PDF versions will be made available for interim design review meetings.
- A.10. Furnish three (3) half-size paper review copies and an electronic PDF of the revised Preliminary Design Phase documents and any other deliverables to Owner.

A1.03 Final Design Phase - As per Exhibit A, but with the following additions or modifications (Task 420):

- A.2. Engineer will facilitate two (2) review meetings with City Staff during the Final Design Phase.
- A.3. Include the following as part of the Final Design Phase:
 - a. The Engineer shall prepare a storm water pollution prevention plan (SWPPP) and include it in the final design documents, if required.
 - b. The Engineer shall prepare the IDNR Construction Permit Application to be executed and submitted by the Owner. Fees to be paid by the Owner or reimburse the Engineer if paid by the Engineer.
- A.9. Furnish three (3) half-size paper copies and an electronic PDF of the Final Design Phase documents and any other deliverables to Owner. PDF versions will be made available for interim design review meetings.

A.10. Furnish one (1) full-size and three (3) half-size paper copies and an electronic PDF of the revised Final Design Phase documents and any other deliverables to the Owner.

A1.04 Bidding or Negotiating Phase - As per Exhibit A, but with the following additions or modifications (Task 440, except as noted):

- A.1. Engineer shall provide the following additional Bidding or Negotiating Phase tasks and deliverables:
- a. Prepare Notice of Public Hearing and Invitation to Bid for publication by Owner.
 - b. Review supplier submittals for pre-approval of base bid equipment.
 - c. A Pre-Bid Conference will be held for this project.
 - d. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - e. Prepare and distribute signatory copies of the Notice to Proceed.
 - f. Bidding Documents – Engineer shall prepare and distribute a sufficient number of paper copies of project documents (including drawings, plans, specifications, and addenda) to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. Per Iowa law, Owner shall pay for the cost of reproduction and distribution of sufficient number of Bid Document sets to provide to prospective bidders at no cost. Electronic distribution of project documents will also be provided (Task 441).
 - g. Engineer may pay the application fees for the IDNR Construction Permit for convenience. Owner shall directly reimburse Engineer for the cost of these application fees.

A.9. Attend up to two (2) City Council meetings for Public Hearing & consideration of award of project.

A1.05 Construction Phase – Not included in this Task Order. Anticipated to be included in an amendment prior to start of construction.

A1.06 Post-Construction Phase – Not included in this Task Order. Anticipated to be included in an amendment prior to start of construction.

A1.07 Commissioning Phase – Not included in this Task Order. Anticipated to be included in an amendment prior to start of construction.

Part 2 -- Additional Services

A2.01 Additional Services Requiring Owner's Authorization in Advance - As per Exhibit A of the Master Agreement, except for specifically identified in this document as part of other phases of work and with the following clarifications:

- A.1.a Funding Assistance (Task 200) - The Engineer shall provide funding assistance as described in the Master Agreement under A2.01.A.1 as part of Basic Services and other services required to comply with funding requirements as requested by the Owner. (e.g. assistance with archaeological and historical investigations by the IDNR, SRF Davis-Bacon compliance monitoring, and American Iron & Steel (AIS) provisions).
- 1) Assist the Owner in preparation of State Revolving Fund (SRF) loan applications and environmental information documentation required for the SRF program. Assist in obtaining archaeological and historical investigations if required by the IDNR.

- A.1.b. SRF Sponsored Project Program Application Assistance – SRF Sponsored Project Program Application Assistance would be completed under a separate task order, if the Owner desires to apply.
- A.20 The development of a project specific operation and maintenance manual is not included in the Basic Services. The manufacturers of the major process equipment will provide operation and maintenance manuals specific to each piece of equipment.
- A.26 Services related to easement creation or acquisition, temporary easements or property access for construction on private property, and/or property acquisition related services.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following clarifications:

- B2.01-A.4.e. Owner shall obtain and pay for Geotechnical Investigations recommended by the Engineer during the design and construction phases.
- B2.01-A.8. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

4. Task Order Schedule

Phases of the work are estimated to be completed as follows:

Preliminary Design	November 2021
Final Design	February 2022
Bidding Phase	May 2022
Construction (Tentative)	November 2023
Post-Construction Services (Tentative)	November 2025

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Preliminary Design Phase (410)	\$205,100	Lump Sum
b. Final Design Phase (420)	\$245,200	Lump Sum
c. Bidding Phase (440)	\$43,600	Lump Sum
d. Bidding Documents (441)	\$1,900	Direct Reimbursement (Estimated)
2. Additional Services (Part 2 of Exhibit A)		
a. Funding Assistance (200)	\$5,500	Standard Hourly Rates + Reimbursable Expenses (Estimated)
TOTAL LUMP SUM FEE	\$493,900	
TOTAL HOURLY ESTIMATED & DIRECT REIMBURSEMENT	\$7,400	
TOTAL COMPENSATION	\$501,300	

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Consultants retained as of the Effective Date of the Task Order:

Structural – Rietz Consultants, Ltd

Electrical – Riesberg Engineering

Mechanical – KCL Engineering

7. Other Modifications to Agreement and Exhibits:

The term of the Master Agreement is hereby extended to the completion date of the work under this Task Order if that should extend beyond the current term of the Agreement.

8. Attachments:

Attachment 1 to Exhibit C – 2021 Fee Schedule

9. Other Documents Incorporated by Reference:

None

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2021.

OWNER:

ENGINEER:

By: _____

By: 

Print Name: _____

Print Name: Lance Aldrich, P.E.

Title: _____

Title: Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Justin Nickel, P.E.

Name: Taylor Hopper, P.E.

Title: Public Works Director

Title: Project Manager

Address: 36 N. Center Street
Marshalltown, IA 50158

Address: 414 South 17th Street, Suite 107
Ames, IA 50010

E-Mail
Address: jnickel@marshalltown-ia.gov

E-Mail
Address: tah@foxeng.com

Phone: 641-754-5734

Phone: 515-233-0000



414 South 17th Street, Suite 107

Ames, Iowa, 50010

515-233-0000

info@foxeng.com

www.foxeng.com



2021 FEE SCHEDULE

Staff Category	Hourly Billing Rate
Engineer	\$124.00
Project Engineer	\$154.00
Senior Project Engineer	\$174.00
Project Manager	\$191.00
Senior Project Manager	\$215.00
Principal I	\$226.00
Principal II	\$250.00
Engineering Technician I	\$85.00
Engineering Technician II	\$95.00
Engineering Technician III	\$107.00
Engineering Technician IV	\$118.00
Engineering Technician V	\$146.00
Administrative Assistant I	\$71.00
Administrative Assistant II	\$86.00

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies.

Listed rates are effective through December 31, 2021

BILLABLE EXPENSES: Billable expenses include specialty vehicles (\$0.65/mile) and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project.

2021-____

**RESOLUTION TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE
THE CODE BUILDING UPGRADE GRANT WORK FOR 13 N. 1ST STREET.**

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 their buildings to City Code and the Marshalltown Central Business District administers the Code Building Upgrade Grant Program; and

WHEREAS, the Council already approved on September 28, 2020 up to \$16,569.01 on Resolution 2020-275 for code building upgrade work at 13 N. 1st Street, which includes a sprinkler system and a fire escape exit; and.

WHEREAS, the original application for the code building upgrade grant funds requires that all improvements must be completed within 365 days of the date of the application approval, unless otherwise authorized or extended, and

WHEREAS, the owner, Gabriela Vargas Avalos, is requesting a 6-month extension to complete the project, due to difficulty finding a plumber that will do the work.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the code building upgrade grant until March 20, 2022.

PASSED this 9th day of August, 2021, and signed this ____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION NO. _____

**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: Matching funds for the total cost of this project are at \$575,000, with \$300,000 coming from the Federal Recreational Trails Grant program and \$275,000 from the City of Marshalltown in local cash.

Section 3: 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 APPROVING AN AGREEMENT WITH ONMEDIA FOR COMMUNITY
MARKETING**

WHEREAS, the City of Marshalltown issued a Request for Proposal for community marketing following the end of the relationship with Iowa Valley Community College for McTV; and

WHEREAS, six responses were received proposing marketing campaigns; and

WHEREAS, a committee consisting of Council Member Martin and staff members selected OnMedia and Vision Marshalltown as the most qualified to do the work while providing a wide variety of marketing methods to provide the most outreach to Marshalltown residents;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement for community marketing with OnMedia is hereby approved.

Passed this 9th day of August, 2021, and signed this _____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

AGREEMENT FOR COMMUNITY MARKETING SERVICES

WHEREAS, the City of Marshalltown (hereinafter referred to as “City”) desires to enter into a contract to provide community marketing services which effectively promote community pride to residents and utilize the “Marshalltown More Than Ever” tagline and logo; and

WHEREAS, OnMedia was identified as highly qualified through a Request for Proposal process as being capable of providing the services desired;

NOW THEREFORE BE IT RESOLVED, the parties agree to the following:

1. Scope of Work

OnMedia’s scope of work shall consist of the following, which is also shown in Exhibit A:

- Over The Top (OTT) advertisements
- Streaming Audio
- Display advertisements
- TV advertisements
- Creative content creation

2. Fee for Scope of Work

The City of Marshalltown shall pay OnMedia an amount not-to-exceed \$20,000. Invoices can be presented as costs are incurred. All invoices presented at the beginning of a month shall be paid by the end of the month.

3. Reporting

Vision Marshalltown, in coordination with OnMedia, will provide quarterly written updates and a final analysis of the community marketing effort at the end of the twelve month contract period. Vision Marshalltown agrees to attend City Council meetings and present information at these meetings as requested by the City.

4. Duration of Agreement

This agreement shall be for a twelve month period.

5. Amendment and Termination

Agreement may be terminated by either party by giving written notice.

6. Assignability

OnMedia shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the City.

7. Hold Harmless

By execution of this Agreement, OnMedia agrees to indemnify and hold harmless the City from any liability whatsoever arising out of actions by OnMedia or its employees under the terms of this Agreement and shall defend the City from any such claims, including payment of attorney fees and related costs.

8. Insurance

OnMedia shall maintain all necessary insurance coverage for Workers' Compensation, liability, errors and omissions and any other coverages necessary to provide the Scope of Work.

Approved and signed this _____ day of _____, 2021.

OnMedia

CITY OF MARSHALLTOWN, IOWA

Name:

Title:

Joel T.S. Greer

Mayor

ATTEST:

Name:

Title:

Alicia Hunter

City Clerk



Marshalltown More Than Ever - Image

July 2021



THANK YOU

We look forward to the opportunity to work with you and grow your business.

Michael Sills
msills@onmediaadsales.com

Visit us at:
www.onmediaadsales.com

Products	Image Campaign	Total
OTT	\$200 per month for 12 months	
	5,263 imprs/month	
Streaming Audio	\$200 per month for 12 months	
	4,255 imprs/month	
Display	\$640 per month for 12 months	
	73,596 imprs/month	
TV	\$6,895 per year	
	3,320 spots per year	
Creative Fee	\$625	
Sub Total	\$20,000	

Grand Total	\$20,000
-------------	----------

Start Date:

Print Client/Agency Name:

City of Marshalltown: Marshalltown More Than Ever

End Date:

Client/Agency Signature:

OnMedia Signature:

Confidentiality: Media Cost Quote valid until July 31, 2021 and is subject to manager approval. Information provided in this media plan is confidential and intended only for use of the individual named. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or taking of any action in regards to the contents of this proposal is strictly prohibited.

Notes: (1) Website reach and frequency data sourced via a proprietary list of opt-in consumer panel data and other third party market research.
(2) Average monthly TV costs based off level billing
(3) Search Engine Land - Local Consumer Review Survey (2012)
(4) Placements subject to availability. Site list is a a sample of potential placements.

**RESOLUTION APPROVING AN AGREEMENT WITH VISION MARSHALLTOWN FOR
COMMUNITY MARKETING**

WHEREAS, the City of Marshalltown issued a Request for Proposal for community marketing following the end of the relationship with Iowa Valley Community College for McTV; and

WHEREAS, six responses were received proposing marketing campaigns; and

WHEREAS, a committee consisting of Council Member Martin and staff members selected Vision Marshalltown and OnMedia as the most qualified to do the work while providing a wide variety of marketing methods to provide the most outreach to Marshalltown residents;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement for community marketing with Vision Marshalltown is hereby approved.

Passed this 9th day of August, 2021, and signed this _____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

AGREEMENT FOR COMMUNITY MARKETING SERVICES

WHEREAS, the City of Marshalltown (hereinafter referred to as “City”) desires to enter into a contract to provide community marketing services which effectively promote community pride to residents and utilize the “Marshalltown More Than Ever” tagline and logo; and

WHEREAS, Vision Marshalltown was identified as highly qualified through a Request for Proposal process as being capable of providing the services desired;

NOW THEREFORE BE IT RESOLVED, the parties agree to the following:

1. Scope of Work

Vision Marshalltown’s scope of work shall consist of the following, which is also shown in Exhibit A:

- Create and distribute two postcard mailers utilizing the Marshalltown More Than Ever messaging and City highlights, includes Spanish translation
- Execute a newspaper advertising campaign
- Create and execute social media or public relations content, includes monthly paid advertisements on social media to boost content
- Develop OnMedia content and help manage assets

The Scope of Work includes the ability to adjust or add additional marketing elements as long as within the fee provided by the City.

2. Fee for Scope of Work

The City of Marshalltown shall pay Vision Marshalltown an amount not-to-exceed \$20,000. Invoices can be presented as costs are incurred. Payment of the invoices shall go through the fiscal agent, which is the Marshalltown Main Street Partnership. All invoices presented at the beginning of a month shall be paid by the end of the month.

3. Reporting

Vision Marshalltown, in coordination with OnMedia, will provide quarterly written updates and a final analysis of the community marketing effort at the end of the twelve month contract period. Vision Marshalltown agrees to attend City Council meetings and present information at these meetings as requested by the City.

4. Duration of Agreement

This agreement shall be for a twelve month period.

5. Amendment and Termination

Agreement may be terminated by either party by giving written notice.

6. Assignability

Vision Marshalltown shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the City.

7. Hold Harmless

By execution of this Agreement, Vision Marshalltown agrees to indemnify and hold harmless the City from any liability whatsoever arising out of actions by Vision Marshalltown or its employee under the terms of this Agreement and shall defend the City from any such claims, including payment of attorney fees and related costs.

8. Insurance

Vision Marshalltown shall maintain all necessary insurance coverage for Workers' Compensation, liability, errors and omissions and any other coverages necessary to provide the Scope of Work.

Approved and signed this ____ day of _____, 2021.

VISION MARSHALLTOWN

CITY OF MARSHALLTOWN, IOWA

Julie Hitchins
Board Chair

Joel T.S. Greer
Mayor

ATTEST:

Nate McCormick
Marshalltown Central Business District

Alicia Hunter
City Clerk



MARSHALLTOWN MORE THAN EVER

VISION MARSHALLTOWN BOARD OF DIRECTORS

Terry Buzbee
Retired Executive

Heidi Dalal
Martha-Ellen Tye Foundation

Dr. Kristie Fisher
*Iowa Valley Community
College District /
Marshalltown Community
College*

Jenni Friedly
*UnityPoint Health –
Marshalltown*

Joel Greer
Bradshaw Law

Julie Hitchins
*Community Foundation of
Marshall County*

Jessica Kinser
City of Marshalltown

Mike Miller
RACOM

Bea Niblock
MCSD School Board

*Marshalltown Area Chamber
of Commerce*

Abigail Pelzer
Times-Republican

Dr. Theron Schutte
*Marshalltown Community
School District*

EXECUTIVE DIRECTOR
Kyley Leger

Vision Marshalltown
16 East Main Street
Marshalltown, Iowa
50158

July 23, 2021

City Hall
Attn: Jessica Kinser
24 N. Center Street
Marshalltown, IA 50158

Jessica,

In 2020, the City of Marshalltown, Marshalltown Area Chamber of Commerce, and Vision Marshalltown announced our new tagline and a professional set of marketing materials that tell our community story. *Marshalltown More Than Ever* focuses on the many great assets our community offers by highlighting Marshalltown as a great place to live, learn, work, and play.

Since the launch, we:

- Ran an advertising campaign in the Times-Republican
- Promoted the campaign on local radio
- Ran digital billboards along the Center Street viaduct
- Wrote Chamber Digest articles
- Promoted materials to local businesses for recruiting efforts
- Distributed table tents and brochures to local businesses for display
- Created and distributed a postcard highlighting the benefits of MCSD
- Create a monthly digital newsletter highlighting the great things in our community
- Create social media content to further promote community pride

Our strategy has been to reach a wide audience and spread out our media types. It is important to continue our efforts to put *Marshalltown More Than Ever* in front of the citizens of Marshalltown. We are very excited about the collaboration with OnMedia and the digital offerings that will help us reach a broader audience that we may not have met yet. The Vision Marshalltown deliverables focus heavily on traditional print media with the marketing assistance of content development for the City of Marshalltown.

Vision Marshalltown Proposal, \$20,000:

- \$6,000 | Create and distribute two postcard mailers utilizing the Marshalltown More Than Ever messaging and City highlights, includes Spanish translation
- \$5,000 | Execute a newspaper advertising campaign
- \$4,000 | Create and execute social media or public relations content, includes monthly paid advertisements on social media to boost content
- \$1,500 | Develop OnMedia content and help manage assets
- \$3,500 | Contingency for other marketing ideas or capacity to increase one of the other areas

As we look to the future of the campaign, it is important that the tagline and messages are visible in the community. Vision Marshalltown is finalizing our first *Marshalltown More Than Ever* video and have funding for two additional videos. These videos, along with any other materials developed by Vision Marshalltown, will be leveraged for content.

Thank you to you, City staff, and the City Council for your support in the campaign and your continued focus on increasing community pride!

Kyley Leger, Executive Director

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR
OKTEMBERFEST, SEPTEMBER 24-26, 2021**

WHEREAS, the City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle; and

WHEREAS, Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities; and

WHEREAS, the Oktoberfest Foundation has requested the ability to have a beer garden on Center Street from Main St to Pentz Appliance on Friday, September 24, Saturday, September 25, and Sunday, September 26, 2021; and

WHEREAS, the beer garden will be fenced off and operated under a 5-day event liquor license; and

WHEREAS, staff has reviewed the request and recommend approval of the special event exception for this community event;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Oktoberfest Foundation is granted an exemption to allow for open containers in a public way within the designated beer garden area for this event.

Passed this 9th day of August 2021 and signed this ____ day of August 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Online Form Submission #1987 for Special Events Application

From : noreply@civicplus.com

Mon, Jul 19, 2021 01:03 PM

Subject : Online Form Submission #1987 for Special Events Application

To : clerk@marshalltown-ia.gov

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.

Special Events Application

Governor's Proclamation on Gatherings

All gathering organizers or hosts are strongly encouraged to take reasonable measures under the circumstances to ensure the health of participants and members of the public, including social distancing practices, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health. (Issued 4/2/21)

Event planning assistance Field not completed.

Do you need to rent a park shelter?

Please rent park shelters separately.

Field not completed.

Start Date	9/23/2021
End Date	9/26/2021
Event Start and End Times	4:00 PM - 5:00 PM
Activity Name	Oktemberfest 2021
Describe event, add multiple dates and times here	Oktemberfest Family Fall Festival - Sep 23 to 26 5-9p Thurs 5p to 10/11p Fri 6:30a to 11p Sat 9a to 5p Sun
Desired event location	Downtown CBD, Main Street from 3rd St to 2nd Ave, between Church and State
Type of Event	5k / fun run , Neighborhood block party, Community-wide event
Park location request, if requesting a park	Field not completed.
Park Amenities	<u>Park Amenities</u>
Upload event summary, if you have one	<u>2021 Schedule of events.docx</u>
Upload google map of area	<u>courthouse and downtown layout - 2021-07-19 12-09-57.jpg</u>
Upload certificate of insurance holding the City of Marshalltown harmless. Not generally required for small events or local gatherings.	Field not completed.
Sponsoring Organization	Oktemberfest Foundation
Type of Organization	Non-Profit
Contact Name	Duane Dixon
Contact Phone	641-328-4622
Email	duane.dixon@emerson.com

(Section Break)

Special Events Trailer

Effective 7/1/21 the City of Marshalltown is utilizing a Special Events Trailer when barricades, cones, and channelizers are requested for use. There is a required fee of \$150 for the delivery and pickup of the stocked trailer. For a fee of \$300 the trailer will be delivered, set up, and picked up. Keys for the trailer will be provided to the organizer prior to the event. All equipment must be returned as provided.

Are you requesting street closure?	Yes
Will you need barricades?	Yes
Do you need...	parking cones, channelizers
Barricade Begin and End Time	12:00 AM - 5:00 PM
Enter number of barricades, cones, and channelizers needed:	barricades to start at about 3 PM Thurs and go until about 5 PM Sun. traffic choke points being taken into consideration. the main perimeter of one block radius from Main and Center to remain in place all weekend. the rest will open up for traffic as needed in the evening or after parade. about a dozen locations for the section around downtown, red lines on map barricades near Miller school, W Church, and along S 9th, Main St, for Parade staging & route delineators for downtown during Car Hop and Motorcycle shows for crowd control
Required Fee	Field not completed.
Attach Sketch Showing Desired Traffic Control	courthouse and downtown layout - 2021-07-19 12-09-57 1.jpg
Barricade layout instructions	Barricade Layout (PDF)
(Section Break)	
Will the event allow consumption of beer, wine, or other alcoholic beverages?	Yes
How will alcoholic beverages be served?	Beer or wine coolers will be sold
City areas allowing alcohol consumption with approval:	City street, alley, or sidewalk
Additional alcohol beverage comments or questions:	IF the construction fence is scheduled to come down prior to Sept 23-26, could the West side section be left in place for beer garden perimeter use?
The city usually requires two officers to be present at events allowing consumption of alcoholic beverages. The minimum fee is \$220 for two officers, billed for two hours. If officers are needed for more than two hours, the rate is \$55 per hour per officer, or \$110 per hour.	
Alcohol permission. Questions? Contact the city clerk. A Council Resolution is required to allow consumption of alcohol on public property, which includes beer gardens and street parties. A valid liquor license is required to serve or sell alcohol to the public. Alcohol licenses generally require 30-45 days to be approved, depending on the council meeting schedule.	
(Section Break)	
Other considerations....	
Food Vendors Food Vendors are required to have Iowa State Food Licenses. A city permit is NOT required when selling with an approved Special Event. Food trucks must be inspected by the Fire Department to ensure fire code compliance.	
Inflatables Inflatables are not provided by the city and if hired, operator must submit certificate of insurance holding the City of Marshalltown harmless.	
Electricity Please provide your own generator. Contact the Fire Department for safety regulations.	
Park items available for rent	picnic tables (max 6) \$20 each, 55 gallon trash barrels (max

40) \$5 each, bleachers (max 2) \$75 each

Other needs?

probably. details discussion meeting set for July 23

water from hydrant connection at Main and Center for food vendors. Troy has the manifold for it.
food vendors to supply own generator power

electrical for stage and beer cooler from panel at courthouse, similar to how was done in 2019

(Section Break)

Agreement:

The applicant hereby states that he/she is authorized to represent the above named organization and agrees to accept responsibility for payment of repair of any damages to public or private property that may be incurred due to the applicant's activities under this permit. Any amount the permit fee is in excess of the damage cost shall be refunded to the applicant. The applicant also agrees that the regulations stated herewith shall govern activities under this permit.

Dogs are prohibited at most public events and event sponsors are responsible for noting on all advertising that the event is a dog-free event if attendance is expected to exceed 100 persons.

****If permit requirements are not met, including advertisement of a dog-free event, the deposit will not be returned.****

Applicant's E-Signature

Duane Dixon

Date

7/19/2021

Regulations

[Regulations for Activities Requiring Use of Public Property \(PDF\)](#)

Permit Details Map

[Public Use Permit Details Map \(PDF\)](#)

Letter to Holders

[Letter to Public Use Permit Holders \(PDF\)](#)

Dog Ordinance Compliant Advertising Language:

"No Dogs Allowed at This Event by Order of the City of Marshalltown"

Resolution

[Resolution Amending Resolution 2008-040 and Further Designating Public Events at Which Dogs Are Prohibited \(PDF\)](#)

Ordinance

[Ordinance Relating to the Prohibition of Dogs at Public Events \(PDF\)](#)

Email not displaying correctly? [View it in your browser.](#)

2021 Oktoberfest Schedule of Events for Thursday, September 23, 2021

5:00-9:00 p.m. Gopher State Carnival returns to Marshalltown! Wristbands only \$20.00 for all night!!

5:00-5:45 p.m. Little Miss & Little Mister Registration open to all area 1st and 2nd Graders at the Registration Table with crowning beginning at 6:00 p.m. All registrants must be able to ride in the Saturday morning parade, if chosen. All are invited to the most magnificent spectacle for the crowning of Little Miss & Mister Oktoberfest that will be chosen by a random drawing in front of friends and family on the Main Stage!

5:15-6:15 p.m. Free 1/4 mile Kids Fun Run Registration at the Registration Table. The run will take place at 6:30 p.m. and is open for families! All participants will be doused in colorful powder as they run the course. Wearing white will show off all of the vibrant colors!

Outside Kids Activities:

5:30-7:00 p.m. Meet & Greet with Princess Ariel, Spiderman, Princess Jasmine and Captain America

5:30-7:00 p.m. Big Wheel Races

6:30-7:00 p.m. Kids Fun Run

Main Stage:

5:30-6:00 p.m.

6:00-6:15 p.m. Crowning of Little Miss & Little Mister Oktoberfest!

Guest Emcee:

Kid's Night Flyer

Friday's Schedule for 2021

Time

Event

4:00 pm - 11:00 pm

Carnival

5:00 pm - 9:00 pm

Crafters & Merchants

5:00 pm - 8:00 pm

Classic Car Show - Motorcycles Welcome

5:00 pm - 9:00 pm

Food Vendors

5:00 pm - 10:00 pm

Beer Sales

7:00 pm - 10:00 pm

Live Music

Saturday's Schedule for 2021

Time

Event

7:00 am - 9:45 am

5K Run (Route to be announced)

8:00 am - 5:00 pm

Crafters & Merchants

9:00 am - 8:00 pm

Food Vendors

10:00 am

Oktemberfest Grand Parade (Route: Main Street from 9th St. to 2nd Ave.)

10:00 am - 11:00 pm

Carnival

12:00 pm - 2:00 pm

Car Hop Registration (Time TBD)

1:00 pm – 4:00 pm

Car Hop (Time TBD)

2:00 pm - 11:00 pm

Beer Sales

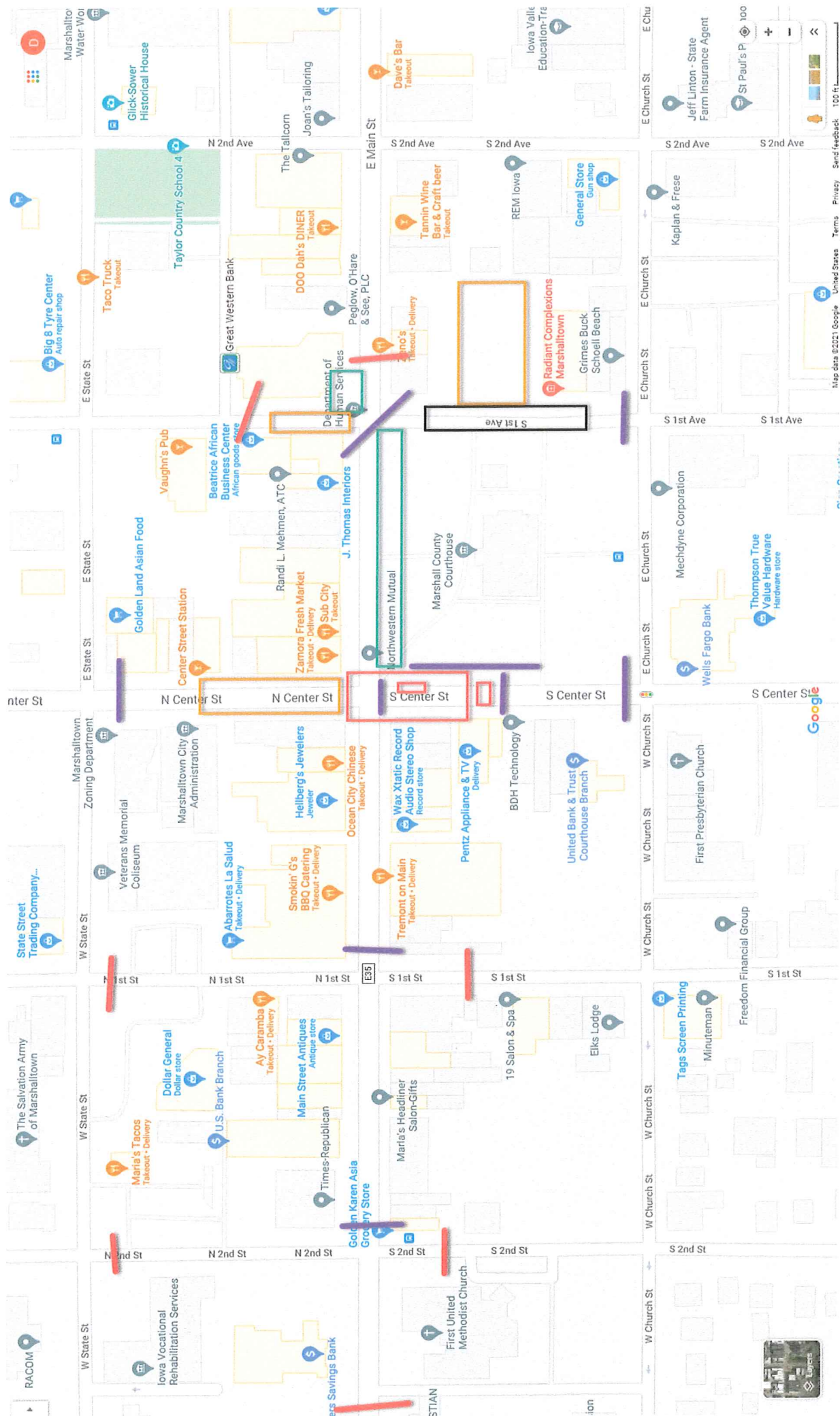
7:00 pm - 11:00 pm

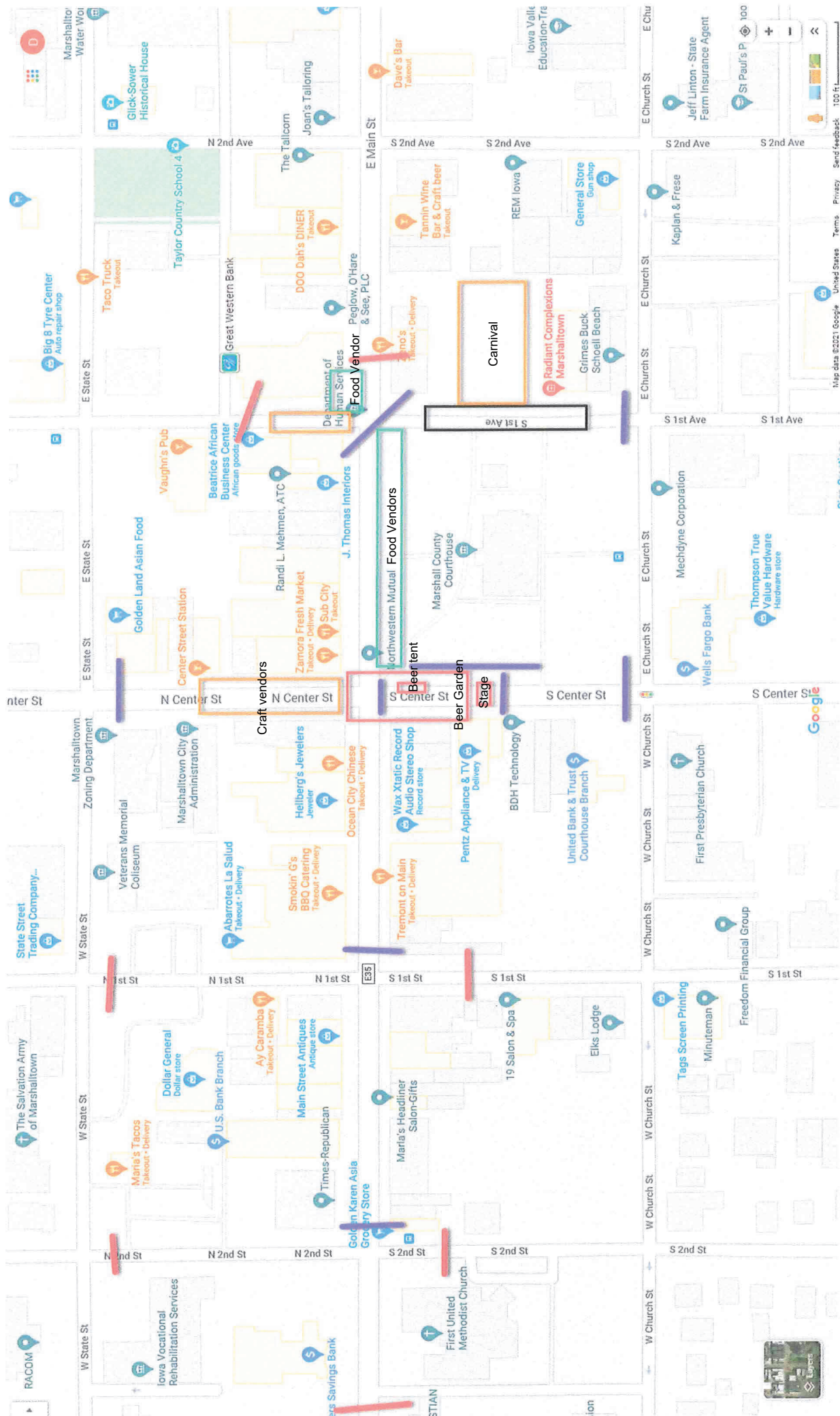
Live Music

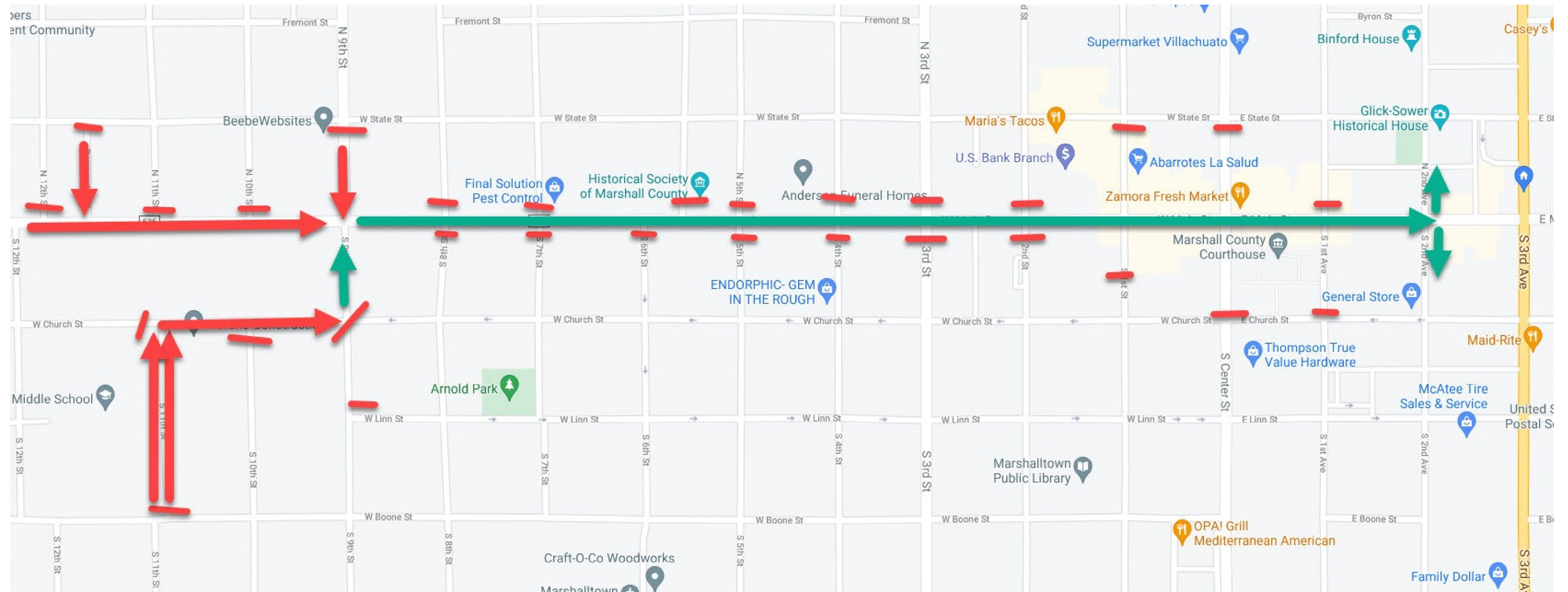
Sunday

The Oktemberfest Motorcycle Rodeo and Show registration starts at 11:00 a.m. on Sunday September 26th 2021.

Schedule for Sunday - Not Yet Available







2020 ANNUAL REPORT



Marshalltown Police Department
Chief Michael W. Tupper



Chief's Message

Dear Citizens of Marshalltown,

We are pleased to present the 2020 Annual Report, which details the activities and accomplishments of the Marshalltown Police Department. I hope this report thoroughly explains the efforts the police department makes to deliver quality and professional police services in Marshalltown.

The year 2020 was a challenging year for our community and our country. A global pandemic drastically changed everything for everyone. The police department endured illness and staffing challenges. We had to adjust how we deliver services while maintaining the ability to respond effectively and efficiently to the needs of the community. We lost the ability to do the things we enjoy most and do best when we had to shut down community outreach programs due to the pandemic. COVID-19 left its mark on our community and the police department. We did rise to the occasion and I am proud of our team for overcoming many challenges.

The murder of George Floyd in Minneapolis on May 25, 2020, brought forth many important discussions about policing and criminal justice reform. The tragic circumstances surrounding Mr. Floyd's death prompted communities all over the United States to look closely at police services. We are examining how we might make positive changes in law enforcement to ensure all people receive fair treatment in the justice system. These have been valuable discussions.

In Marshalltown, these discussions led to the creation of the Marshalltown Police and Community Team (MPACT). MPACT is a partnership between the police department and YSS of Marshall County. In 2021, MPACT will be a pilot project to study the delivery of social and crisis services in our community in a different manner by embedding these services into police operations and culture. Social workers will work alongside police officers in the field to assist officers in responding to the many different social problems our community members face daily. Thanks to the generous support of the city council, and our community, MPACT was born in 2020 in the hopes of providing our community with crisis resources that are timely and effective. MPACT will be a bridge of hope for community members who face daily challenges associated with mental health, addiction, poverty, homelessness and family crisis concerns.

As we move into 2021, I am concerned about the trafficking of illegal narcotics and an opioid crisis that is affecting communities across the United States. Methamphetamine use and trafficking continues to be the criminal problem that drives most of our crime in Marshalltown. However, the dangers of heroin, fentanyl, and prescription drug abuse cannot be ignored. These problems keep me awake at night. As a community, we must carefully monitor how the opioid crisis is affecting Marshalltown.

The problems of addiction will require a multi-disciplinary response. Law enforcement alone cannot effectively address problems associated with addiction. In fact, law enforcement should be the call of last resort. Public and private partnerships will be necessary with the goal of ensuring people have access to treatment and recovery services. These services must be readily available and delivered timely.

Marshalltown continues to be a safe place in which to live, work, and raise a family. We continue to emphasize community policing initiatives and partnerships to combat crime. The problems we routinely face require strong partnerships between the police department, community members and community organizations. As members of the Marshalltown community, we all have a shared obligation for the policing that occurs here. The members of the police department embrace the daily opportunities we have to serve the public and address community concerns.

The men and women working in the police department continue to embrace the philosophy and goals of the Marshalltown City Council. We deliver services to our community with pride and professionalism, recognizing we are always ambassadors of the city. Despite resource challenges, and ever-changing technology needs, we understand our objective remains to serve the residents and guests of our community in a superior manner. Average is not acceptable and we recognize this high standard of professionalism is an expectation in our community.

I am very proud of the Marshalltown Police Department and the great group of employees serving our community. I have asked our staff members to serve the community with Passion & Compassion. We will continue to work with our community to solve problems, and provide public safety services, which make Marshalltown proud. Marshalltown is an outstanding community and the employees of the Marshalltown Police Department will collaborate with the community to make Marshalltown the best that it can be.

Best regards,



Michael W. Tupper
Chief of Police



Michael W. Tupper, Chief of Police
Anna Vaughn, Administrative Assistant

Captain Christopher Jones	
Lieutenant Tricia Thein	
Detective Juan Tejada	Cortney Watson, Crime Scene Tech
Detective Dawn Blahnik	Rhonda Allen, Records Clerk
Detective Stephanie Lampe	Sarah Whitmore, Records Clerk
Mid-Iowa Drug Task Force Detective	Dan McCready, Parking Enforcement
Officer Rod Whitmore, SRO	

Captain Brian Batterson					
Lieutenant Stevenson			Lieutenant Weekley		
Sergeant Watson	Sergeant Tuttle	Sergeant Veren	Sergeant Accola	Sergeant Hillers	Sergeant Cole
Officer Powell	Officer Jefferson		Officer Dehl		Officer Mauseth
Officer Lageschulte	Officer Danielson		Officer Siemens		Officer Hoyt
Officer Allen	Officer Heitman		Officer Sheets		Officer Wolf
Officer Shelangoski	Officer Hunt		Officer Svoboda		Officer Baldazo
Officer Roush	Officer Krimmer		Officer Wolken		Officer Speirs
Officer Weispfenning	Officer Garcia		Officer Garland		
<u>Reserve Unit</u>					
Officer Ruopp	Officer Puls	Officer Leffler	Officer Zamora	Officer Lubbert	



Personnel

MISSION STATEMENT

The Marshalltown Police Department in partnership with the community will work to enhance public safety to reduce the fear and incident of crime and to serve the citizens of Marshalltown with respect and dignity and to do so with honor and integrity.

VISION STATEMENT

2020 EMPLOYEE OF THE YEAR

Officer Stephen Sheets



- A culturally diversified department of sufficient strength to be responsive to the needs of the community incorporating community policing concepts and functioning in a proactive rather than a reactive manner.
- A department whose employees are happy with their jobs working in a community that is safe and secure due to a positive police influence.
- A department with adequate equipment to perform their duties.
- A department committed to crime prevention.
- A department whose employees treat everyone with dignity and respect.
- A department not only professionally trained but a model for professionalism.

NEW EMPLOYEES

Ross Wolken, Officer
Maurice Speirs, Officer
Andrew Weispfenning, Officer
Derick Garcia, Officer
Jona Garland, Officer
Anna Vaughn, Administration

YEARS OF SERVICE MILESTONES

Officer Richard Stamp	30 years of service
Lieutenant Kiel Stevenson	15 years of service
Officer Ryan Dehl	15 years of service
Officer Bradley Mauseth	15 years of service
Officer Eric Siemens	10 years of service
Officer Tanner Hunt	5 years of service
Officer Wyatt Shelangoski	5 years of service
Officer Logan Wolf	5 years of service

Support Services



The Support Services Division is responsible for Police Records, Police Citizen Volunteer program, Grant Management, Training and Internal Affairs-Professional Standards. The members of the Support Services Division are dedicated to providing crucial support services to the other divisions within the department and to the public as well.

CRIME SCENE TECHNICIAN

The Detective Division is complemented with a full time Crime Scene/Evidence Technician (CST). Our CST assists the Detective Division with the methodical processing of crime scenes small and large by scene documentation, evidence processing and evidence collection. We are fortunate enough to have a full-time professional CST with the department to ensure successful preservation of all evidence and have the skill set locally. The CST also works with the state lab submitting evidence for further testing when needed.

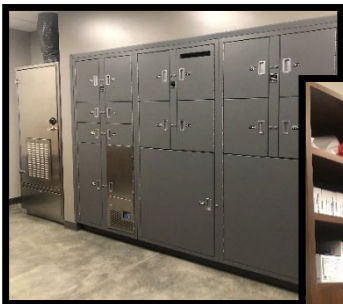
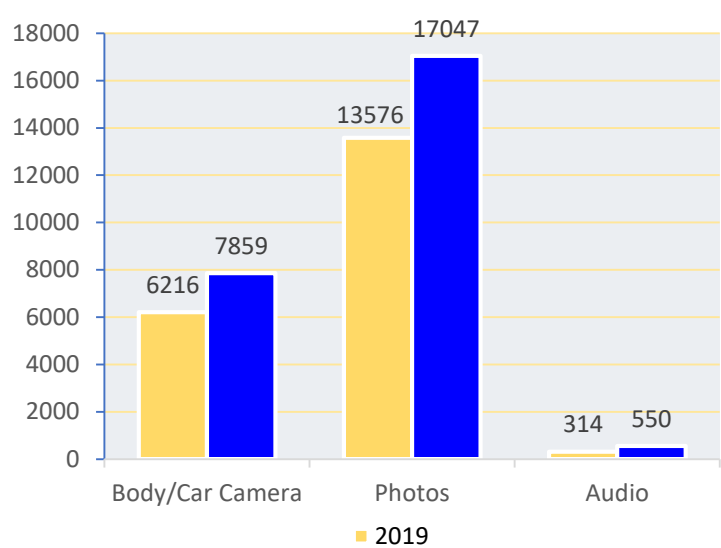
In addition to scene processing, the CST also serves as the evidence technician handling all physical and digital evidence submitted. Cataloging, maintaining chain of custody and proper disposal of property/evidence is critical for the integrity of cases.

2020 brought several challenges with COVID-19 and scene processing. Additional safety measures including wearing proper PPE were taken to minimize exposure to victims and the CST while processing scenes. This enabled the dept to continue giving high quality service while protecting staff and community.

The charts shown break down evidence by type. An upward trend is the amount of digital evidence managed by the property section. The amount of digital evidence recovered continues its upward trend and is expected to rise dramatically due to the increased use of body cameras, in-car cameras, commercial and residential surveillance cameras as well as the Marshall County Crime Stoppers video evidence.

EVIDENCE	2017	2018	2019	2020
Physical	8008	7663	7684	11261
Drugs	440	429	226	247
Firearms	67	64	21	85
Money	19	6	10	28
Vehicles	24	23	15	22

DIGITAL EVIDENCE



Support Services

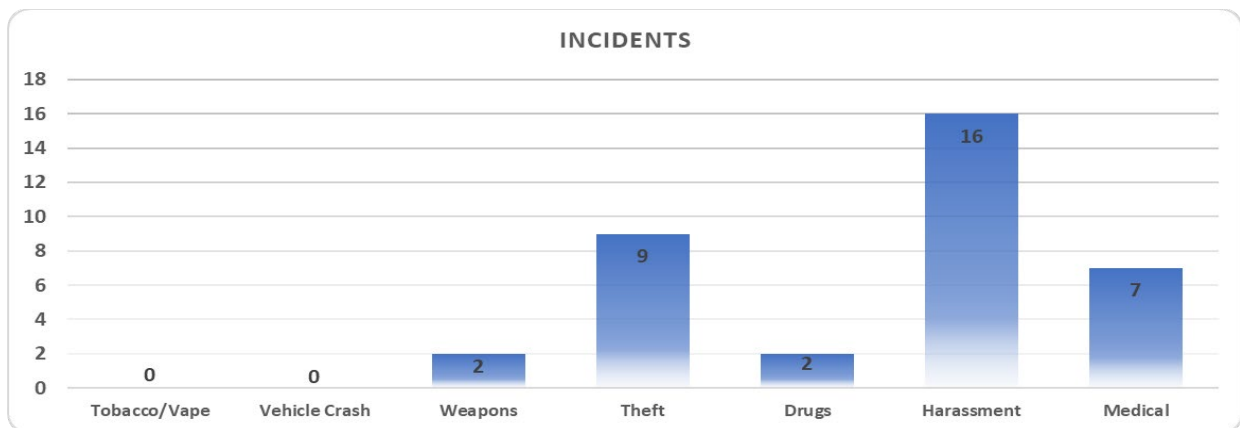


SCHOOL RESOURCE OFFICER

The department has partnered with the Marshalltown Community School District for over a decade to place a police officer in the Marshalltown High School. The School Resource Officer (SRO) provides several services within the high school including crime investigation and prevention, community services, criminal justice education, and enhanced safety for teachers and students. The SRO's daily interactions with teachers, staff, and students improve communication between the community and the Marshalltown Police Department.



Due to the COVID-19 pandemic in 2020, the Marshalltown Public School District suspended in-class sessions and moved to an online format for the 2020 Spring semester. During that time, our agency's SRO was reassigned to patrol operations to assist with department staffing. During the Fall semester of 2020, students were able to return to in-class sessions and our SRO was reassigned to their normal duties. As part of their assignment, our SRO interacts as a liaison between the Marshalltown High School and the Marshalltown Police Department. They participate in meetings and presentations with school leaders and staff and maintain relationships through frequent formal and informal conversations with students. The SRO's day-to-day contacts within the Marshalltown High School have proven over time to be the best way to problem-solve, explain expectations and provide a personal face to law enforcement. In 2020, our SRO conducted 170 building and grounds checks along with 110 parking lot checks.



PARKING ENFORCEMENT OFFICER

The police department Parking Enforcement Officer is assigned to the Support Services Division. In 2020, the Parking Enforcement Officers' focus was the Central Business District, complaint-based parking issues as well as enforcement of scoff law violations.

PARKING STATISTICS	2018	2019	2020
Police Officers	2054 citations	1520 citations	1936 citations
Enforcement Officer	796 citations	2303 citations	2162 citations
Scoff (5+ unpaid tickets)	2 tows	21 tows	16 tows
Abandoned tows	31 tows	42 tows	43 tows

Support Services



TRAINING REPORT

Training is a critical component of a professional police organization. The Marshalltown Police Department takes pride in providing its employees with the best training available, utilizing instructors from within the department and those from outside agencies. The training the staff receives each year ensures the citizens of Marshalltown that they have a highly trained professional police department serving them.

In 2020, the department continued to implement a new policy system created by Lexipol: Public Safety Policy & Training Solutions. This system tests our officer's knowledge monthly on department policy and provides an online platform for officers to better research and understand approved department policies and procedures.

In-Service Training

- Firearms Qualifications
- NCIC
- Use of Force
- TASER
- K-9 Training

Employee Trainings

- Distracted Driving
- Drug Recognition
- Peer Support
- Chemical Munitions
- Less Lethal Munitions
- Crisis/Hostage Negotiations
- Cyber Security
- Fair and Impartial Policing
- Child Exploitation Investigations
- Low Light/Laser Training
- ALICE Training
- Tac/Medic Training
- Justice and Disparities in Policing
- Evidence-Based Interviewing
- Incident Command Systems
- Physical and Sex Assault Investigations

IOWA LAW ENFORCEMENT ACADEMY

In 2020, Officer Ross Wolken graduated from the Iowa Law Enforcement Academy with the 292nd Basic Level I Training Class and Officer Speirs graduated with the 294th Basic Level I Training Class. The ILEA Basic Training School is 619 hours in length lasting 16 weeks. Recruits are required to stay at ILEA Sunday-Thursday for classes. Training areas consist of Foundations of American Policing, Communication Skills, Life Skills, Legal Topics, Patrol Procedures, Investigations, and Tactical Skills. Upon graduation, officers are required to go through an internal Field Training Officer program before being released for solo patrol duty.



GRANTS

During the 2020 year, the department continued its partnership with the Bureau of Justice Administration. Through the Bryne JAG Grant award we were able to upgrade our range equipment. In addition, we received a Ballistic Vest Grant to aid in the replacement of our duty vests. We also continue the Governor's Traffic Safety Bureau grant for traffic enforcement.

Support Services



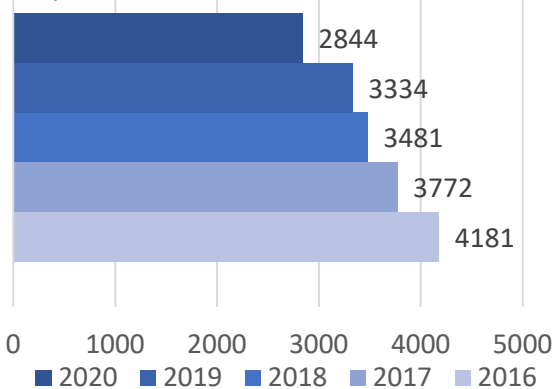
PUBLIC RECORDS

The records section is the custodial entity for all criminal records and other documentation of the department. The staff in the records section is tasked with data entry and maintaining all police reports, arrest records and other statistical data. The records staff is the first point of contact for citizens and other agencies who request copies of our police records under the open records law.

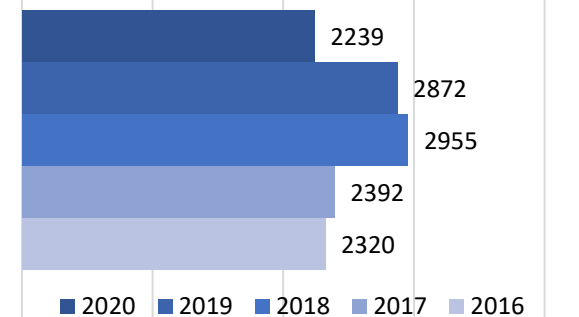
Reports Processed	2844
Arrest Offenses	2239
UCR A Arrests	934
UCR B Arrests	787
Criminal Mug & Prints	749
Traffic Crashes w/ report	406
Traffic Crashes w/ no report	506
Traffic Citations	1422
Record Checks	105
Employment Fingerprints	239
Bicycle Licenses	23



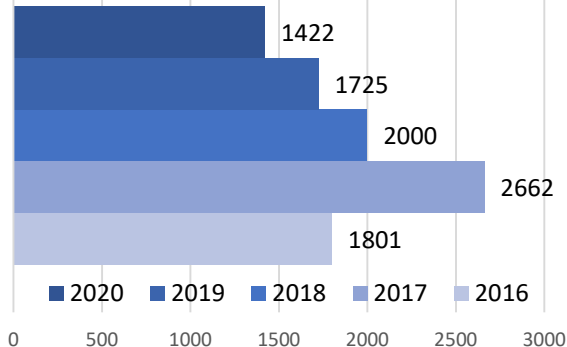
Reports Processed



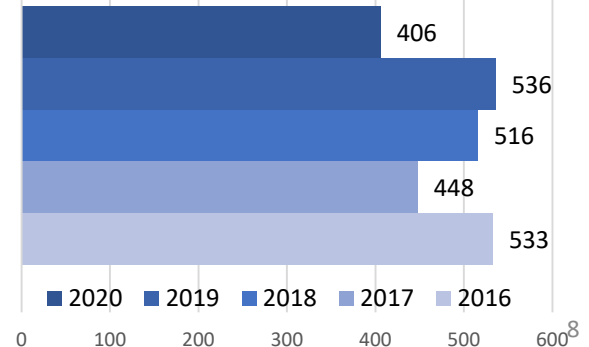
Arrest Offenses



Traffic Citations



Traffic Crashes



Support Services



CAPTAIN CHRISTOPHER JONES

INVESTIGATIONS

The Marshalltown Police Department Detective Division was very busy in 2020, investigating over 141 cases. These cases included thefts, fraud, identity theft, burglary, harassment, sex crimes, robbery, child endangerment, stalking, weapons violations, attempted murder, murder, missing persons, and death investigations. The Marshalltown Police Department Detective Division has one investigator who solely focuses on drug-related investigations and one whose primary investigations are domestic violence/sexual assault-related.

The Marshalltown Police Department Detective Division partners with state and federal law enforcement officers as well as prosecutors regularly on cases. In 2020, this partnership was a very valuable resource to this division. In the first quarter of 2020, two homicides were reported and investigated. Through these collaborative investigative efforts, charges have been filed in each case. Though we recognize the significant impact that violent homicide has on surviving family members, identifying the perpetrator and holding them accountable through arrest does allow for some level of healing to begin. The Marshalltown Police Department remains committed to these cases by remaining connected to these families in the days and months that follow heinous crimes such as homicide, and throughout the prosecution process. These cases provide the opportunity for law enforcement to attempt to find answers for families and be the voice for those who no longer can speak for themselves. These cases also require a time commitment from investigators that does not equate to "shift" work. These investigations involve an interview and possible interrogation of witnesses and suspects, writing search warrants once the location of evidence is identified, crime scene processing, and actual searches. These things must be handled in a timely fashion, and there is no second shift or "relief" shift to the detective division. The Detective Division and the Marshalltown Police Department as a whole, do not lose sight of the significance of the impact of these types of cases on families. We place a high level of importance on assuring the families have access to victim resources and a consistent and fluid liaison with the police department ensures open and clear communication for these families.

When violent crime strikes our community, the results are devastating. Police and community members live with the impacts of violent crime, together. It is important to the Marshalltown Police Department and the Detective Division to instill a sense of safety in those that live, visit, and recreate here. The Detective Division addresses this in two major ways. We respond to violent crime cases swiftly and immediately. In some investigations, immediate requests for investigative/resource support are petitioned from state law enforcement, the Division of Criminal Investigation. This increases the number of investigative personnel and offers additional resources that may be necessary. Rapid case resolution results in a sense of safety/security being established within the community. The second and no less important key to creating a safe environment is public education. The MPD Detective Division takes an active role in connecting with the community in many forums to provide information and guidance on how to keep one's self safe. These community engagements include strategic communication/de-escalation, human trafficking awareness, active shooter/robbery training, crisis negotiation training, sexual assault awareness and investigations, internet safety, and many more. The detective division has linked with community education specialists to ensure that the message of safety is brought to different ethnic groups within Marshalltown. This is possible by the use of translators for those that are not English speaking and are unfamiliar with law enforcement. Building these liaisons within these sub-communities allows our agency to speak to protections and requirements afforded under Iowa law and Marshalltown City Ordinance. The relationships established through this type of community outreach are beneficial should future investigatory assistance from within these communities be necessary.

The Marshalltown Police Department Detective Division also works with Federal Parole Officers, the US Marshals, the United States Postal Inspector's Office, and the United States Attorney's Office. We were able to federally prosecute and convict cases involving child pornography, and possession of firearms by felons, as well as assist in parole revocations based on domestic violence.

We also have an investigator who dedicates a portion of his investigative prowess to internet crimes against children (ICAC). The importance of investigating these cases is apparent in a world with ever-changing social media and social apps. The dark web is a dangerous place for vulnerable people. Investigating the possession and dissemination of obscene material as well as attempting to identify predators that are attempting to prey on our children is a priority for our division. ICAC cases can be very time-consuming and require a person who is willing to stay on the cusp of every changing technological advances. These cases require working with different social media sites to identify evidence as well as perpetrators and victims through subpoenas and search warrants. Building these cases is fundamental in holding offenders accountable. Marshalltown Police Department Detective Division takes great pride in presenting solid cases to federal prosecutors, which, in turn, allows for longer incarceration periods for offenders, equaling greater public safety. 9

Support Services



MAJOR CASES

PD20-00687

On March 15, 2020, at around 0324 hours, officers were dispatched to a reported shooting at 508 W Linn Street. An after bar party was being held at this location, and an altercation occurred between attendees, resulting in a shooting. Upon arrival, officers located a male lying injured on the ground. They rendered medical aid to the victim, identified as Blake Clifford Thomas, 22 years old, from Marshalltown. EMS was summoned, and the victim was transported to the emergency room, where he succumbed to his injuries. Patrol units quickly identified a suspect in the shooting based on witness statements. Division of Criminal Investigations was called into assist, and the investigation began. Through multiple interviews, and search warrants, the weapon used in the shooting was located, other evidence was collected, and Mustafa Fard Muhammad, 31 years old from Marshalltown, was charged with the following offenses:

Murder 1st

Trafficking in Stolen Weapons

Intimidation with a dangerous Weapon

Reckless Use of a Firearm with Bodily Injury

Possession of a Firearm by a Domestic Abuse Offender

Controlled Substances Violation

PD20-00756

On March 25, 2020, at around 2119 hours, officers were dispatched to 407 Union Street on the report of a shooting. Upon arrival, officers found two victims on scene. Johnqwez Deanthony Lewis, 22 years old from Marshalltown, and Devonte Allen Brooks 27 years old, from Marshalltown had both been shot. Johnqwez Lewis died from his injuries on scene, and Devonte Brooks was transported to the emergency room for treatment. The Division of Criminal Investigations assisted in this case. This investigation was complex and involved over 75 interviews, records for more than 66 individuals were sought through search warrants for social media, residences, and phone were prepared and executed. This case involved a lot of people that intentionally created suspicion on one another to throw the investigation off track. This case also invoked fear of retaliation, creating limited witnesses that were willing to speak to police. After arduous efforts, witnesses slowly started coming forward creating a foundation for the investigation. This case spanned through 4 different states, requiring the assistance of additional law enforcement agencies. This investigation occurred over the course of 11 months. A diligent persistent search for the truth uncovered evidence that led to the arrest of Robert Joseph Thomas 37 years old from Marshalltown, on February 10, 2021. Robert Joseph Thomas was charged with the following offenses:

Attempted Murder

Murder 1st Degree



Support Services

MAJOR CASES

PD20-00991

On May 3, 2020, officers were dispatched to the area of 312 N 1st Avenue on the report of a man shooting at a house from a white truck. The reporting party advised that the white truck also had children in it. They were able to provide live time information to responding officers, telling him where the truck went, and which apartment building the shooter had gone into. Upon arrival, officers met with an intoxicated male, identified as Matthew Puig, 25 years old from Marshalltown, at 312 N 1st Avenue. After speaking with him, they were able to develop probable cause to obtain a search warrant. Patrol executed the search warrant at that residence. While executing the search warrant, police recovered a Glock 22 .40 caliber weapon from the toilet tank in the residence, and a 9 mm pistol. The 40 caliber weapon was entered into NCIC as stolen out of Mississippi. Matthew Puig was arrested and charged with the following offenses:

Carrying Weapons

Child Endangerment x 2

Possess a Firearm as a Felon

Possess a Firearm as a Domestic Abuser

Pub Intoxication

Reckless use of Firearm

Theft 4th Degree (stolen firearm)

Federal prosecution was sought because Matthew Puig was a prohibited person regarding firearms. Mr. Puig was prosecuted and ultimately convicted under federal law.

Operations



CAPTAIN BRIAN BATTERSON

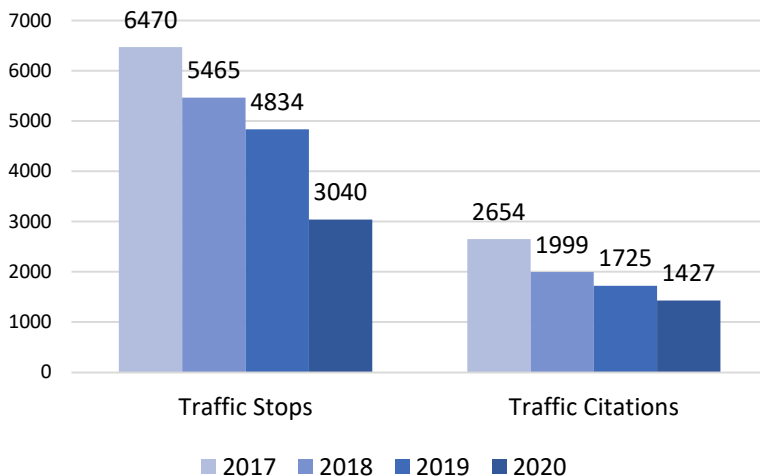
The Operations Division led by Captain Brian Batterson, is comprised of uniformed officers who are the first responders to calls for service. Considered the foundation of the agency, officers assigned to this division are tasked with preventing and deterring criminal activity while enforcing local and state laws. Specialized assignments assist officers in accomplishing our public service goals. Bike Patrol, Traffic Crash Investigators, K-9 and Drug Recognition Experts all help supplement patrol services with advanced specialized training when needed.

The men and women of the Marshalltown Police Department are focused 24-hours a day on patrolling the streets, traffic control, responding to emergency calls and conducting police activities in the neighborhoods and business district of Marshalltown. The Operations Division is the most visible section of the department and provides a full range of service seven days a week, twenty-four hours a day. Officers patrol the business districts, parks, recreational areas, walking/bicycle paths and residential neighborhoods day and night. Patrol officers handle a wide range of responsibilities, calls and incidents during every shift. Some of their duties include; routine patrol, responding to emergency 911 calls for service, assisting Fire/EMS, traffic enforcement, conducting house checks, assisting motorists, OWIs, and general enforcement. Additionally, officers respond to crimes in-progress, domestic situations, violent altercations, burglaries, high-risk incidents and armed subjects. The Operations Division is committed to working hard to serve the citizens of Marshalltown and building the public's trust.

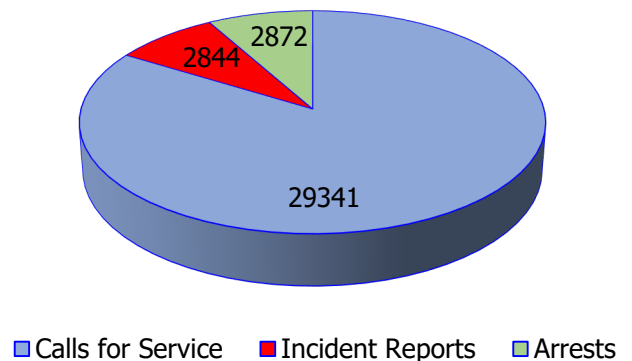
The city is divided into three patrol areas for the purpose of equally distributing police resources around the city. Dividing the city into specific patrol areas helps increase public safety and police service in a number of ways. The defined areas allow shift leaders to better allocate staffing resources, ensure quicker response times, and increased police visibility. At any given time there is a minimum of 5 patrol officers working 24/7, 365 days a year.

In an effort to educate the motoring public and make our roadways safer, the Operations Division completed 3,040 traffic stops, although COVID-19 slowed down traffic enforcement as they were not as many drivers on the road and we were striving to keep our staff healthy. During 2020, officers responded to 29,341 public-initiated calls for service, which required the presence of a police officer to investigate a complaint. Those calls for service resulted in over 2,844 incident reports and 2,338 arrests.

TRAFFIC ENFORCEMENT



OFFICER ACTIVITY





Operations

2020 MARSHALL COUNTY CALLS FOR SERVICE – 22,874

911 Hang Up	80	Fraud	142	Sex Offender Registry	7
Accident-Hit and Run	180	Harrasment	274	Stalking	5
Alarm	407	Identity Theft	34	Standby	185
Animal Complaint	586	Information Report	38	Suspicious Activity	743
Assault	190	IVH Check	915	Theft	583
Assist Other Agency	190	Juvenile Delinquency	123	Threat	99
Bar Check	299	Mental Illness	69	Tow Call	34
Bicycle	50	Missing Person	139	Traffic	637
Building Check	5453	Noise Complaint	219	Traffic-Disabled Vehicle	258
Burglary	178	Nuisance Violation	29	Traffic OWI	33
Civil	190	Officer Initiated	517	Traffic Stop	2798
Death Investigation	4	Parking	569	Transport	12
Disorderly Conduct	149	Public Contact	1363	Trespass	309
Disturbance	299	Robbery	2	Vandalism	251
Disturbance-Loud Music	134	School Check	132	Violation Court Order	92
Drug Related	107	School Traffic	332	Wanted Person	402
Followup	2041	Search Warrant	23	Weapons	118
Forgery	1	Sex Crimes	42	Welfare Check	740
Found Property	68				

Operations



USE OF FORCE

Circumstances do arise when officers need to use force to effectively bring an incident under control while protecting the lives of the officer or another. Use of force levels vary from verbal direction, physical re-direction, empty hand control, intermediate weapons to lethal force.

	2016	2017	2018	2019	2020
Use of Force Incidents	76	57	95	97	102
TASER Deploy	16	12	24	20	4
Assault on Officer	14	9	4	4	11

MARSHALL COUNTY CRIME STOPPERS

On September 1, 2015, the MPD joined forces with the newly established Marshall County Crime Stoppers Program to launch a telephone, text, and online service to solicit anonymous crime tips from the general public. In 2020, the Marshall County Crime Stoppers solicited over 99 tips, regarding potential criminal activity ranging from Homicide, Robbery, Theft, Warranted Persons, Drug Information, incidents of Child Welfare. Of these tips, 5 of them resulted in awards totaling \$650 for 2020.



Due to the program's overwhelmingly positive community reception, Marshall County Crime Stoppers has quickly gained the full support of all area law enforcement agencies and has been an extremely valuable tool for the Marshalltown Police Department in obtaining timely information on a variety of public safety concerns. More information on the program is available on their website at www.marshallcountycs.com and Facebook at www.facebook.com/marshallcountycs/.

RESERVE OFFICER PROGRAM

The Reserve Officer program has been an integral, and vitally important, part of the Marshalltown Police Department for decades and we hope to continue the program for many more years to come. The department started 2020 with six certified Reserve Officers. One additional officer is in the process of becoming State certified.

During 2020, COVID-19 slowed down the Reserve Officer program. Numerous events including City events were cancelled, so the Reserve hours were down for this year. In an effort to keep our fulltime staff healthy we suspended Reserve Officers riding with our fulltime Police Officers. We are hopeful that 2021 will bring back events and we now allow Reserve Officer to ride with fulltime Officers. We did keep training our Reserve Officers through online resources.



Operations



SWAT – SPECIAL WEAPONS AND TACTICS

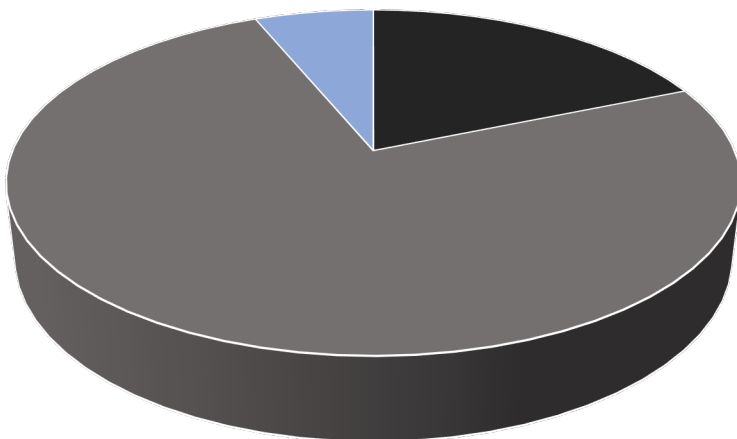
The Marshalltown Police Department and Marshall County Sheriff's Office combine resources to form the Special Weapons and Tactics Team. The SWAT team covers high-risk operations, occurring anywhere in Marshall County. The SWAT team is a group of officers who receive extra training in dealing with a variety of high-risk situations. Members of the SWAT team are held to high standards for work performance, physical fitness, and weapons proficiency. The Marshalltown SWAT Team members attend monthly training to maintain proficiency in the latest law enforcement tactics.

The SWAT team currently has nine officers with specialized training and experience. Several officers on the team are Certified Instructors in a variety of law enforcement topics including Firearms, Active Shooter Response for Law Enforcement, ALICE (Active Shooter Response for Civilians), Defensive Tactics, Less Lethal, Ballistic Shield Operation and Combat Medical Aid.

The SWAT team is trained to handle a variety of high risk and complex situations. In 2020, the SWAT team was requested to assist with 13 different incidents. The SWAT team strives to bring incidents peacefully under control to protect the citizens of Marshalltown. SWAT team members assisted with numerous arrests throughout the year. The team was activated to assist with high risk search warrants, arrest warrants, arrests, and assisting with investigations.

In 2020, the SWAT Team helped apprehend two murder suspects, and one attempted murder suspect. Additionally, suspects taken into custody by the SWAT team, were charged with crimes including Possession of a Firearm by a Felon, Sexual Abuse, and Possession of a Controlled Substance with Intent to Deliver.

2020 SWAT Operations



■ Arrest Warrant Service ■ High Risk Search Warrant Service ■ Investigation Assist



Operations



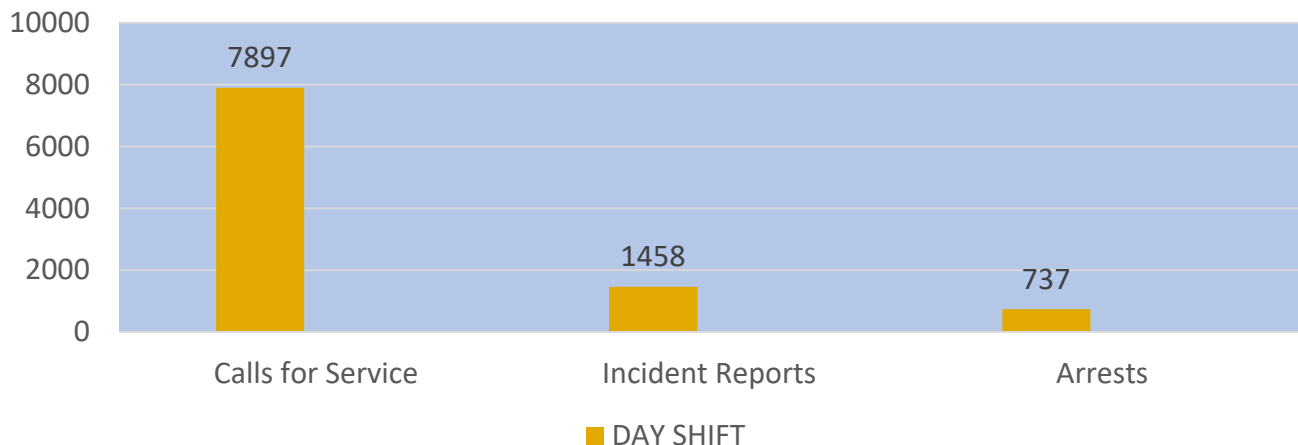
DAY SHIFT – LT SADIE WEEKLEY

Due to COVID-19 we asked our officers to try and limit their number of contact with the public, which caused a decrease in some traffic stops and related activity. Dayshift officers did see an increase in the number of calls for services they did respond to in 2020, compared to 2019.

SPECIAL ASSIGNMENTS

Both Days A and Days B officers have many tasks they are assigned to besides patrol work. These include: vehicle maintenance, Field Training Officer, case management, K-9 training supervisor, Advanced Accident Investigation, Bike Patrol, SWAT, Hostage Negotiations, Child Safety Seat Technicians, IT specialist, Defensive Tactics Instructor, Firearms Instructor, ALICE Instructor and Grant Program writer. Along with handling calls, working cases, and their special assignments, officers on both shifts remained busy and diligent at all times.

2020 STATS



FIELD TRAINING PROGRAM

Our field training program currently consists of 4 field training officers, 1 for each shift and a field training officer supervisor. Three officers were hired in 2020. One officer was prior certified in the State of Iowa and completed the FTO program. The two other officers completed the 16 week training at the Iowa Law Enforcement Academy where they received 625 hours of basic law enforcement training. One of those officers has completed the Marshalltown Police Department Field Training Program. The second officer is in the process of completing the Field Training Program. The Field Training Program consists of 12 weeks of additional and specialized department training and 2 weeks of a "shadow" phase where they are considered a solo officer while being monitored by a field training officer.

Operations

DAY SHIFT – SADIE WEEKLEY

COMMUNITY POLICING

Dayshift patrol tried to do as much community policing and engagement as possible, this year COVID-19 made it a little more difficult but we got some done when we could.



Operations



The 2019-2020 GTSB Traffic Program for the Marshalltown Police Department was met with challenges but also produced some effective traffic enforcement numbers for our agency. Several factors weighed into our department reporting lower than average numbers. COVID-19 had the largest effect with regulations being put in place within our Department to limit the amount of face-to-face contact we had with our community members. For six out of twelve months there were no GTSB enforcement hours used therefore our numbers essentially reflect only half of the years totals. With that being said, our numbers were still consistent with having met our intended goals had we conducted GTSB enforcement during those additional six months. Impaired driving and/or alcohol contacts were 19 during GTSB hours with our goal being 40. This is 48% performance obtained. Our department numbers combined with GTSB hours had a total of 220 OWI/alcohol related contacts. This shows that there is a definite need for alcohol impaired enforcement in Marshalltown, Iowa. Occupant restraint contacts were 40 during GTSB enforcement, and the objective was 90. This calculates to 44% performance obtained. Occupant protection is an area we strive to do better in and tend to produce larger numbers during projects and planned GTSB enforcement time. Unfortunately we were unable to have as many projects as years past which resulted in lower seatbelt numbers.

- The 2019-2020 Governor's Traffic Safety Bureau Program strived to reach its goals and educating the motoring public through 113.5 hours of overtime enforcement and education.
- The seat belt average was 94.8% usage.
- Purchased 1 new radar unit and 1 in-car camera.

Contact	Project	Agency	Total
Impaired Driving	2	95	97
Occupant Restraint	28	5	32
Moving/Speed	37	335	372

The MPD also received grant money in the 2019-2020 year for Nighttime Seatbelt Enforcement. We had a successful nighttime seatbelt project in December 2019 but due to COVID-19 and a reduced manpower we were unable to attain our Nighttime Seatbelt Enforcement hours. Our seat belt survey had a positive showing of 95.5% usage. Speed and other traffic violations during GTSB hours were 302, the objective was 500. This is a 60% performance attained. This is one goal that I feel would have been surpassed had we been able to perform traffic stops in March, April, and May. Our department participated in all traffic waves available in 2019-2020. We participated in three daytime enforcement projects and one night time enforcement project. We did not meet our goal for education with that falling short at 45%. However, with schools being closed and COVID-19 taking over the educational part of our Facebook it was difficult to provide education without enforcement. We completed 9 out of 12 public information activities, so awareness and education is still a top priority for our enforcement objectives. The Marshalltown Police Department will again partner with GTSB in 2020-2021 with another traffic safety grant to provide education and enforcement to help keep the roads and highways safer for all.

Operations

NIGHT SHIFT – LT KIEL STEVENSON

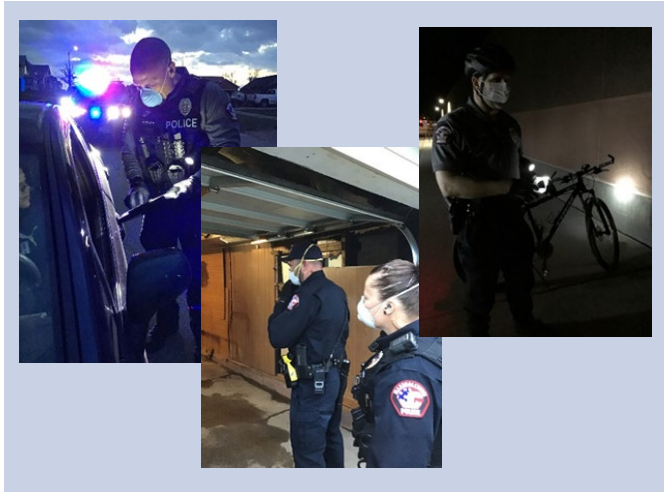
The outbreak of the COVID-19 virus created many challenges for Marshalltown Police Department. The night shift patrol teams overcame adversity to provide efficient and effective police services during this worldwide pandemic. Our goal was to maintain the same level of service in the safest manner possible. Our night shift teams adapted to the changes and remained vigilant in our approach to policing.



MPD Night shift is divided into two patrol teams. Each night shift is comprised of 1 Sergeant and 5 Patrol Officers. The Night Shift Lieutenant, oversees both night shift teams. There are many talented officers that are tasked with protecting our community at night. The two night shifts have officers who work in a number of specialized positions which include: SWAT Team, K-9 Unit, Field Training Officer, Bike Patrol, Standardized Field Sobriety Instructor, Defensive Tactics Instructor, Less Lethal and Chemical Munitions Instructor, and Firearms Instructor.

Activity	Night A	Night B	Total
Calls For Service	2,849	2,724	5,573
Traffic Stops	1,150	981	2,131
Arrests	459	364	823
Reports	691	616	1,307

Operations



The Marshalltown Police Department took steps to slow the spread of COVID-19. This meant limiting direct contact with the public. Although this changed the way we did business, it did not prevent the night shift officers from carrying out their duties. The two night shift teams stayed busy throughout the year. Our teams came up with ways to implement problem oriented and community policing as masks became the new norm and our public contact was kept at a distance.



The MPD, in partnership with the Fraternal Order of Police (FOP), joined law enforcement agencies across Iowa, and the nation to support Breast Cancer Awareness month. The success of selling pink Marshalltown Police patches netted \$1,670 which was donated to Susan G. Komen of Iowa.



One event that night shift officers, and other members of MPD enjoy every year is the FOP's annual Shop with a Cop event. We were elated to hold the annual Shop with a Cop event after making some adjustments with the health and safety of everyone in mind. Below is a picture taken on the first night of the Shop with a Cop event. Officers were receiving one of many community donations.



Our community policing approach to law enforcement is at the core of our mission statement. We partnered up with Dairy Queen to reward kids wearing bike helmets with a "ticket" for free ice cream.

Operations



K-9 UNIT

The Marshalltown Police Department Canine Unit has two, dual-purpose canine teams. K9 Raji and K9 Jordy are both German Shepherd/Belgian Malinois cross. K9 Raji is handled by Lieutenant Kiel Stevenson. K9 Jordy is handled by Sergeant Tom Watson.



Lt Stevenson & K-9 Raji



Sgt Watson & K-9 Jordy

CERTIFICATIONS

MPD canine teams are required to certify annually, through the United States Police Canine Association. Canine teams are tested and evaluated by certified judges in patrol and narcotics detection. These tests simulate the work our canine teams do on the streets of Marshalltown. Canine teams must show their proficiency to become certified. Sergeant Watson and K-9 Jordy placed 3rd in the state at PDI Certifications.

PATROL WORK

Police canine teams play a vital role in the detection and prevention of crime. K9 Raji and K9 Jordy are trained in patrol work, which includes obedience, evidence recovery, tracking, human scent detection and criminal apprehension. Police canines are primarily used for their ability to detect human scent and illegal drugs. The canine unit was utilized 25 times during 2020. The deployments included tracking criminal suspects, securing perimeters, and other general patrol requests. The MPD Canine Unit was responsible for 2 criminal apprehensions during 2020.

Operations

NARCOTIC DETECTION

Canine teams are often called upon to assist with searching for illegal drugs. The Canine Unit was requested 16 times throughout 2020. MPD Canine teams are trained to detect Marijuana, Methamphetamine, Cocaine, and Heroin. They are also trained to detect the derivatives of these drugs. The two main drugs encountered by the MPD K9 teams are Methamphetamine and Marijuana.

Detection(grams)	2016	2017	2018	2019	2020
Methamphetamine	2,001	5,100	4,412	3,000	198
Marijuana	88	3,100	252	3,467	178

K-9 TRAINING

The Marshalltown Police Department follows best practice guidelines for canine training. At minimum, each canine team participates in an average of 16 hours of training per month in patrol skills and narcotics detection. Canine teams conduct in-house training as well as receiving training from outside sources.



K9 RETIREMENTS

The Marshalltown Police Department announced that both K9 teams have retired, effective on January 1st, 2021. This is an unfortunate situation, but it opens up new opportunities for the K9 program. The first K9 team will be replaced in the fall of 2021. The plan is to stagger the K9 teams, adding a second team in the near future. K9 Raji and K9 Jordy are already enjoying retirement.

Thank you for your support Marshalltown!



**RESOLUTION SETTING A PUBLIC HEARING TO REVIEW THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UPPER STORY HOUSING
CONVERSION GRANT PROGRAM**

WHEREAS the Iowa Economic Development Authority “IEDA” established a CDBG Upper Story Housing Conversion Grant Program with a maximum grant award of \$550,000; and

WHEREAS the City is an eligible applicant and has identified a need for assistance in downtown revitalization including the addition of upper story housing at 36 W. Main Street with a total project cost estimated at \$2 million dollars; and

WHEREAS the City is working with Region 6 Resource Partners and in preparation of this grant; and

WHEREAS, a public hearing is required to be held prior to the submission of the grant and is proposed for August 23, 2021 at 5:30 PM; 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 Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 23rd day of August, 2021, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the proposal to apply for an IEDA Upper Story Housing Conversion Grant Application in an amount up to \$550,000.

Section 2. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republication, 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 9th day of August, 2021 and signed this ____ day of August, 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
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: August 4, 2021
RE: CDBG Upper Story Housing Public Hearing

Policy Issue: Council is required to hold a public hearing before an application can be submitted

Recommendation: To approve the resolution setting the public hearing

Background: The Iowa Economic Development Authority announced that part of the Community Development Block Grant funds which are normally used for housing programs are available to support upper story housing development. Cities, working with a project, can apply for up to \$500,000, including administration costs, with potential to apply for an additional 10 percent if GreenStreets requirements are met.

The timing of this grant fits well with the proposed upper story housing development in the Willards building at 36 West Main Street. Multiple meetings have been held with the owners/developers to ensure that this was a funding source to pursue for the project. The grant does require that 51 percent of the units be affordable and leased to individuals at 80% of the median income levels. There are a number of other requirements with this funding, all of which can be worked with in this redevelopment project. Region 6 would handle the grant administration.

Budget Impact: City staff time that will not be reimbursable; unknown quantity of hours

Attachment: None

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Bill Martin, Raymond Starks, Gary Thompson, Bethany Wirin

Marshalltown



NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Marshalltown will be holding a public hearing at 5:30 PM on August 23, 2021 at 10 West State Street, Marshalltown, Iowa 50158, in the Marshalltown City Hall Council Chambers for the purpose of reviewing a \$550,000 Iowa Economic Development Authority application for Upper Story Housing Conversion. The property at 36 W. Main Street is proposed to include upper story housing with an estimated project cost of \$2 million dollars. Comments may be made in writing and filed with the City Clerk at 24 N Center St. prior to the time fixed for hearing on said request or may be made orally or in writing before the City Council at the time fixed herein.

To all of which take due notice and be governed accordingly. Dated at Marshalltown, Iowa, this 13th day of August 2021.

Alicia Hunter
City Clerk
Marshalltown, Iowa 50158

**RESOLUTION AMENDING THE DEBT POLICY TO INCREASE THE DEBT
CAPACITY THRESHOLD TO 70 PERCENT OF LEGAL DEBT CAPACITY**

WHEREAS, the City of Marshalltown, Iowa adopted a Debt Policy in 1997 to provide a framework for improving the City's bond rating and regain solid financial footing; and

WHEREAS, the City of Marshalltown has achieved the policy goal of improving the City's bond rating to an AA2; and

WHEREAS, the Debt Policy limits the City from borrowing no more than 60 percent of the legal debt capacity; and

WHEREAS, potential projects brought forward as part of the Capital Improvement Plan and updates since the adoption of the Plan in March 2021 show a need for borrowing which exceeds the 60 percent threshold in fiscal year 2022 and beyond; and

WHEREAS, a proposal to increase the debt capacity limit to 75 percent of the legal debt capacity was discussed by City Council but failed to receive a majority vote of the Council; and

WHEREAS, an increase in the debt capacity for borrowing in calendar year 2021 has been expressed as a desire of a majority of the City Council members, and

WHEREAS, the same policy cannot come back for approval until a new body is seated;

NOW THEREFORE BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Debt Policy reflecting the authority to borrow up to 70 percent of the City's legal debt capacity is hereby adopted.

Passed this 9th day of August, 2021, and signed this ____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN

DEBT POLICY

Approved by the City Council

June 09, 1997

Revised by the City Council

August 9, 2021

The City of Marshalltown recognizes the issuance of debt is an integral financing component of the capital improvement process and that a debt policy ensures maintenance of a sound debt position and protection of the City's credit and a means of control of the City's tax rate. Therefore, this debt policy is adopted with the understanding that it needs to be periodically reviewed as a component of the capital improvement process and tax rate management.

1. Debt will be used to finance long-lived capital and operating assets. Debt maturities shall be for the shortest time possible under the circumstances, and in no situation will debt maturities exceed the useful life of the asset being acquired or constructed.
2. Debt shall be managed in such a way that the City's debt service property tax levy shall be maintained at a fairly consistent level, avoiding wide movement either up or down.
3. The City shall utilize a financial consultant specializing in the issuance of municipal debt. Unless extenuating circumstances dictate, debt shall only be sold on a competitive bid basis with the bid being awarded to the bidder submitting the lowest net interest cost (NIC). General obligation debt to be repaid with ad valorem taxes shall only be utilized when the asset being acquired will serve the overall public good. Other forms of debt to be utilized include revenue debt, when sufficient revenues are available to make such debt feasible; capital loan notes, where some source of revenues, other than General Fund revenues are available to service the debt, and tax increment bonds, when feasible. Lease purchase financing arrangements may be used for the acquisition of equipment when practical, but only if no other financing method is feasible.
4. Debt management will provide for compliance with debt instrument provisions and appropriate disclosures to investors, underwriters and rating agencies.
5. The City's debt shall be rated by Moody's Investor Services, or from time to time by Standard and Poor's as may be appropriate. It shall be policy of the City to protect its current "Aa2" rating with a goal to upgrade that rating to "Aa1".
6. The City Finance Director or a bank shall serve as the registrar for all debt incurred by the City.
7. Under Iowa Law, the City is limited to total outstanding debt for general purposes of five percent (5%) of its total assessed valuation. It shall be the policy of the City that no more than 70% of the statutory limit shall be issued in either general tax obligations or tax increment financing or any combination of the two. Furthermore, the Council has elected to control the tax rate relating to debt service retirement to an amount not to exceed \$5.00 per 1,000 dollars of valuation.

This policy shall remain in full force until the Council deems an amendment necessary. The Council may suspend this policy if natural disaster or emergency are declared within the City. This suspension shall require a super majority vote of the City Council.

2021-

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AT
310 NORTH 5TH STREET**

WHEREAS, the City of Marshalltown, Iowa, desires to acquire the property at 310 North 5th Street for the purposes of blight removal; and

WHEREAS, a written offer to buy said property in the amount of \$3,503 has been negotiated between the City and the owner, Westwood Tax Service XX; and

WHEREAS, the City Council finds this purchase 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, that purchase of said property is hereby approved as part of the Dangerous and Dilapidated Building Program; and

BE IT FURTHER RESOLVED, the Mayor and the City Clerk are hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said property at the above referenced price and to effectuate transfer as necessary.

Passed this 9th day of August, 2021, and signed this _____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Westwood Tax Service XX, Sellers:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Marshall County, Iowa, described as follows:

The South ~~43~~⁴⁸ feet of the North 120 feet of the East 90 feet of Block 16 in Jerome's Addition to the Town of Marshall, Marshall County, Iowa.

(locally known as 310 N. 5th Street, Marshalltown, Iowa 50158)

with any easements and appurtenant servient estates, but subject to the following:
a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens, mineral rights; other easements; interests of others.) _____ designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: _____.

2. PRICE. The purchase price shall be \$3,503.00, payable as follows: The entire purchase price shall be paid in full at time of closing upon delivery of a Warranty Deed from Seller conveying merchantable title.
3. REAL ESTATE TAXES. Sellers shall pay any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.
4. SPECIAL ASSESSMENTS.
 - A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
 - B. All other special assessments shall be paid by Buyers.
5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:
 - A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.
6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.
7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on or before September 01, 2021.
8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether

attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)
NO EXCEPTIONS

9. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
10. **ABSTRACT AND TITLE.** Sellers are not required to obtain an abstract of title to the Real Estate. Sellers shall provide an abstract report showing title in the name of the Sellers. Sellers shall pay the costs of any additional abstracting on title work due to any act or omission of Sellers.
11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
15. **REMEDIES OF THE PARTIES**
 - A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
 - B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
 - C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
16. **STATEMENT AS TO LIENS.** If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.
17. **SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this

- contract shall be on a form of the Iowa State Bar Association.
18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.
19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.
20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
22. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers on or before August 09, 2021, it shall become void and all payments shall be repaid to the Buyers.
23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.
Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
24. OTHER PROVISIONS.
A. Buyer is purchasing the property in its "AS IS" condition.
B. This Offer is subject to the approval of the City Council of Marshalltown, Iowa.
C. Seller shall prepare and submit for review the Deed, Declaration of Value and Groundwater Hazard Statement prior to closing.

Accepted The 28th Day of July, 2021

Dated _____

SELLERS: Westwood Tax Service XX
320-52nd Street 5 SW 52nd St
Des Moines, IA 50312

BUYERS: City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158

By: Thomas Pollard

Thomas Pollard, Partner

By: _____

Jessica Kinser, City Administrator

Telephone: 515-710-3932

Telephone: (641) 754-5799

**RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN ECONOMIC
DEVELOPMENT ADMINISTRATION (EDA) U.S. DEPARTMENT OF COMMERCE
(DOC), AMERICAN RESCUE PLAN ACT (ARPA) ECONOMIC ADJUSTMENT
ASSISTANCE (EAA) GRANT**

WHEREAS the U.S. DOC Economic Development Administration (EDA) has announced funding availability under the American Rescue Plan Act Economic Adjustment Assistance (ARPA EAA) Grant Program for construction and non-construction project in communities impacted by the coronavirus pandemic; and

WHEREAS the City is an eligible applicant with a proven track record of successfully implementing Federal funding from the EDA; and

WHEREAS the City completed the Downtown Master Plan utilizing an EDA funding award in 2019 and the Downtown Implementation Plan in 2020, which identified needed infrastructure improvements in the downtown; and

WHEREAS the downtown businesses were impacted by the coronavirus pandemic as well as two natural disasters; and

WHEREAS said Program can award up to \$10 million in funding for projects with an anticipated 20% matching contribution and the City is proposing an application to fund Phase 2A and 2B estimated cost of \$6 million; 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 an American Rescue Plan Act Economic Adjustment Assistance (ARPA EAA) Grant application in an amount not to exceed \$10 million with up to 20% matching contribution.

Section 2. The Council hereby authorizes the Mayor and staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this 9th day of August, 2021 and signed this _____ day of August, 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: August 9, 2021 Meeting

RE: American Rescue Plan Act Economic Adjustment Assistance (ARPA EAA) Grant Program

Policy Issue: The U.S. Department of Commerce (DOC) Economic Development Administration (EDA) has announced funding availability under the American Rescue plan Act Economic Adjustment Assistance (ARPA EAA) Grant Program for construction and non-construction project in communities impacted by the coronavirus pandemic. Staff is requesting approval to apply for funding under this program for implementation of the Downtown Implementation Plan phased work.

Background: The EDA supporting the completion of the Downtown Master Plan following the tornado and from that the City completed the Downtown Implementation Plan. We believe that this funding request fits in well with the goals of EDA and the continued effort we have been making as we recover from the tornado, derecho and coronavirus pandemic. Downtown was significantly impacted by all three of these events and this project will aid in the recovery efforts.

Recommendation: Staff recommends applying for the American Rescue plan Act Economic Adjustment Assistance (ARPA EAA) Grant Program for a phase of the downtown infrastructure project. We may apply for 100% of funding however competitive applications will have a 20% matching contribution. The maximum award is \$10 million. We will work with Bolton & Menk to develop a proposed scope of work for this project and estimated costs. Phase 2A and 2B of the Downtown Implementation Plan is estimated to cost \$6 million.

Budget Impact: The Program allows for grants requests up to \$10 million, we are anticipating the project scope to be approximately \$6 million. The final scope of work and budget has not been finalized. The anticipated contribution as a City share would be 20% of the project costs which could be \$1.2 million (20%) of the total \$6 million dollar project.

Attachment: Resolution

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

**RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN IOWA GREAT PLACE
(IGP) GRANT APPLICATION TO THE IOWA DEPARTMENT OF CULTURAL
AFFAIRS (DCA)**

WHEREAS the City of Marshalltown was designated an Iowa Great Place community in 2019; and

WHEREAS the Iowa Great Place program has invited the City of Marshalltown to submit a funding request under the 2021 funding cycle for the Marshalltown Arts & Civic Center (MACC) formerly Fisher Community Center (FCC) renovation project; and

WHEREAS the City is an eligible applicant with a proven track record of successfully implementing State funding; and

WHEREAS the City has been working with the MACC representatives to prepare the grant application; and

WHEREAS the estimated IGP grant request will be \$350,000 and a 100% matching contribution is required and will be provided by MACC; 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 Iowa Great Place Grant application in an amount of \$350,000 with a 100% matching contribution to be met by the Marshalltown Arts & Civic Center.

Section 2. The Council hereby authorizes the Mayor and staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this 9th day of August, 2021 and signed this _____ day of August, 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: August 9, 2021 Meeting

RE: Iowa Great Place Grant Program

Policy Issue: The Iowa Department of Cultural Affairs administers the Iowa Great Place Program. In 2019 the City of Marshalltown was re-designated an Iowa Great Place community. As an IGP community we are eligible to apply for grant funding for projects that meet the program objectives. This year our core grant team submitted a pre-application to the IGP Program and we were invited to submit a formal application for the Marshalltown Arts & Civic Center (MACC) renovation project Phase I.

Background: The MACC, formerly the Fisher Community Center, was severely impacted by the derecho which accelerated their renovation plans already in progress. The first phase of the project focuses on the required repairs in response to the derecho damage and improvements to the art gallery, offices and meeting rooms. The estimated cost of Phase I is approximately \$4.5 million. The Martha-Ellen Tye Foundation has pledged \$1 million towards the project, the City has committed \$250,000 as a matching to the Community Attraction and Tourism grant, and insurance is estimated to cover approximately \$900,000 at this point. The MACC team continues to look at a variety of grant application requests and IGP is one of those potential funding options.

Recommendation: The local IGP core team is recommending a grant request in the amount of \$350,000 be submitted by the deadline of September 1, 2021.

Budget Impact: The Program does not have a maximum grant request however the State allocation is \$1 million dollars. This would be considered a large project and funding request. This is a competitive program.

Attachment: Resolution

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
OF PARCEL 8318-11-301-034 HEREIN DESCRIBED FROM THE CITY OF
MARSHALLTOWN, IOWA, TO LARRY J. AND MARY ANN WEBER**

WHEREAS, the Council of the City of Marshalltown, Iowa, is proposing to transfer and convey subject to existing easements and restrictions of record, if any, of the described as follows:

PARCEL 8318-11-301-034, a 0.14 acre parcel known as Parcel B, Ray Second Addition, adjacent to 404 Terry Terrace

WHEREAS, published notice as required by the law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the parcel described herein has been duly published and no objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration therein described and that this is the time and place provided for in said Resolution and in the published notice for this Council to take final action upon said Resolution; and

WHEREAS, the consideration for the transfer and conveyance of the lots above described to Terry J. and Mary Ann Weber, is the sum of One Dollar (\$1.00).

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 to Terry J. and Mary Ann Weber the property described as follows, to-wit:

PARCEL 8318-11-301-034, a 0.14 acre parcel known as Parcel B, Ray Second Addition, adjacent to 404 Terry Terrace

Section 2. The consideration for the transfer and conveyance of the lots above described to Terry J. and Mary Ann Weber, is the sum of One Dollar (\$1.00).

Passed this 9th day of August 2021, and signed this ____ day of August, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: August 9, 2021 Meeting

RE: Public Hearing regarding status of funds for IEDA CDBG Grant 19-OT-005

Policy Issue: The City is a current grantee under the IEDA CDBG program and has been working with Region 6 Resource Partners to administer the program which includes owner occupied rehab projects. IEDA requires a public hearing regarding the status of funding.

Background: A hearing notice was published on July 30, 2021 and information will be presented at the council meeting on August 9, 2021 during the public hearing.

Recommendation: Staff recommends the public hearing be held on August 9, 2021.

Budget Impact: None

Attachment: Notice of Public Hearing & Informational Hand Out

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

**Marshalltown 19-OT-005 Tornado Rehabilitation Grant
Status of Funded Activities Meeting**

a) A general description of accomplishments to date

At this time 9 projects have been completed another is under construction, 2 others have been bid and another is in the beginning stages of the process. Projects are site specific based upon the needs of the home. All projects have to be owner occupied housing units that were affected by the 2018 Tornado.

b) A summary of expenditures to date.

DATE	CONTRACTOR/VENDOR	PROPERTY ADDRESS	TOTAL
9/17/2020	Region 6 Resource Partners		\$ 9,534.00
9/17/2020	Quality Roofing & Siding	426 Swayze St.	\$22,175.00
9/17/2020	Quality Roofing & Siding	303 N. 6 th St.	\$28,775.00
10/23/2020	Quality Roofing & Siding	407 N. 15 th Ave.	\$23,350.00
11/18/2020	Quality Roofing & Siding	704 E. Boone St.	\$29,225.00
12/01/2020	Region 6 Resource Partners		\$13,208.00
12/03/2020	Quality Roofing & Siding	405 S. 2 nd St.	\$25,275.00
12/14/2020	Quality Roofing & Siding	303 S. 16 th Ave.	\$14,375.00
02/11/2021	Region 6 Resource Partners		\$10,493.00
03/29/2021	Arpy's Construction	905 Fremont	\$15,175.00
04/26/2021	Arpy's Construction	2102 W. State	\$19,500.00
04/26/2021	Region 6 Resource Partners		\$ 768.00
07/26/2021	Arpy's Construction	6 S. 9 th Street	\$29,975.00

Total Expenditures \$ 242,188.00

c) A general description of remaining work.

At a minimum 15 homes will be rehabilitated within the designated Tornado impact area located in the community.

Mayor: Joel Greer

Date:

City Clerk: Alicia Hunter

Date:

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE
19-OT-005 TORNADO HOUSING REHABILITATION GRANT.

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987 as Amended the Marshalltown City Council will hold a public hearing on August 9th 2021 at 10 W. State Street Marshalltown, Iowa 50158. The purpose of the hearing will be to discuss the status of funding for 19-OT-005 Tornado Housing Rehabilitation Grant. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have any questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, please contact the city clerk. Persons interested in the status of funding or the progress, of the project, are welcome to attend this meeting.

Alicia Hunter
Marshalltown City Clerk
24 N. Center St. Marshalltown, Iowa 50158
641-754-5701

August 5, 2021

Marshalltown City Council Members and Mayor Greer
24 North Center Street
Marshalltown, IA 50158

RE: Marshalltown City Council Meeting – August 9, 2021 – Willard's & Hopkin's Buildings

Dear Mayor and Council Members:

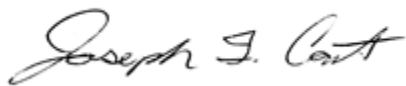
MHS Properties, Capital Homes and Cutler Development have been working towards being able to renovate the Willard's and Hopkin's Buildings at 36 and 34 West Main Street. MHS Properties owns the Willard's Building and have an option to purchase the Hopkin's Building. MHS Properties desires to renovate these two buildings into loft apartments for rent, as well as retail or commercial space on the ground floor.

Here is where the project stands to date:

1. MHS Properties has hired Cutler Development and Capital Homes to determine cost estimates and revenue estimates to determine a likely financial picture of the entire project.
2. MHS Properties has hired an architect and historian to guide us on the details of the construction, as well as the historical guidelines we must follow.
3. The total cost of the project is estimated to cost \$4.8 million.
4. We have a \$750,000 gap on this total project.
5. The Willard's portion of that gap is \$300,000.

Therefore, we hope to speak to you at the August 9, 2021 Council Meeting to discuss options to find the funding for this gap so that we can move forward with could be a wonderful project for Downtown Marshalltown.

Sincerely,

A handwritten signature in black ink that reads "Joseph T. Carter". The signature is written in a cursive, flowing style.

Joseph T. Carter
Manager for MHS Properties

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: August 4, 2021
RE: Incentives for 36 West Main Street

The City is planning to apply for up to \$550,000 in a Community Development Block Grant for the renovation at 36 West Main Street. This involves the creation of 5 upper story units, of which per CDBG guidelines, 3 will be income-restricted/affordable housing units. This figure includes \$50,000 for a GreenStreets (environmental) project as part of the development, which is unknown as to eligibility at this time, but will be known by the August 23rd public hearing/Council meeting. The \$500,000 also includes grant administration which Region 6 would perform.

The rehabilitation of 36 West Main is part of a larger project to restore 32-34 West Main Street, with a combined estimated project cost for both buildings of \$4.8 million. We have been in discussions with the owners, Joe and Janelle Carter, and their developer and builder, Scott Cutler and Pete Cutler, about what resources are available for the projects and have discussed the possibilities below.

	HOPKINS 32-34 W. Main	WILLARDS 36 W. Main	Status
Catalyst Building	\$250,000		Pending app
Catalyst Upper Story Housing	\$250,000		Pending app
MCBD Incentive Grants	\$41,000	\$49,500	Pending app
Main Street Iowa Challenge Grant		\$100,000	Pending app
CDBG Upper Story Housing		\$500,000	Pending app
New Construction Incentive		\$50,000	Pending Council action
TOTAL	\$541,000	\$699,500	

At this time, we have identified \$50,000 in the New Construction Incentive as being a City contribution to the Willards Building. A stair tower will be required to be built in the rear of 32-34 in order to provide Fire Code-compliant access to the unit located at the far south end of the Willards Building. Council would still need to act on this in order to commit this incentive, which we propose doing as part of a larger resolution.

Please note that none of the State Catalyst Building funds are proposed for 36 West Main Street, as the Iowa Economic Development Authority advised not to co-mingle their unrestricted funds with federal funds (i.e. CDBG). In addition to the funding

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



sources which the City has authority over, federal and state historic tax credits are being pursued by the owners. These are considered investment equity and not a source of funding for the hard costs of the project.

After all of these possible City and outside funding sources, a \$750,000 gap exists on both buildings. At this time, the City only needs to make a pledge related to filling an estimated \$300,000 gap on 36 West Main Street, for the CDBG application. However, a \$450,000 gap will still remain for further discussion.

- \$150,000 – American Rescue Plan – Affordable Housing Development
As part of the CDBG, 3 units would be income-restricted for a five-year period of time. The Catalyst Upper Story Housing guidelines were targeting \$50,000 per unit, which is the figure that is applied here. Council could choose more or fewer ARPA funds to help fill this gap for the Willards Building only.
- ~\$50,000 – the MCBF has recently applied for some additional funding to boost the Incentive Grant program for properties not part of the Downtown Revitalization Grant.
- \$100,000– The City currently has \$86,000 in TIF cash on-hand for the Downtown TIF district. I would recommend pledging the funds on-hand and an additional \$14,000 of future TIF to fill the gap on this project.

Another option I did not include is to use Council-designated LOST to fill in any sort of gap in place if the sources above are not ones the Council feels comfortable pledging at this point. Unless other outside funds were to become available, I would recommend looking at TIF or TIF and LOST in some combination to fill the remaining \$450,000 gap on the Hopkins side of the project. Any use of TIF would be done in a development agreement which would require a public hearing and could be structured in such a way to avoid large swings in the increment going to other taxing entities. There is also a bond that is currently being repaid by Downtown TIF funds, which will be paid off in fiscal year 2027, allowing for some flexibility in future years related to the increment available.

If these options are agreeable, I would recommend a motion to place a resolution on the August 23rd agenda pledging support and the above incentive package for the 36 West Main Street project.

City Council

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



MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
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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: August 2, 2021
RE: American Rescue Plan/FY22 GO Borrowing Update

We have two discussions which are somewhat intertwined- the use of the American Rescue Plan funds and deciding on projects to borrow for fiscal year 2022. The common discussion point between the two funding sources is the first phase of the Downtown Implementation Plan- State Street. I am including a separate memo and information on this project in order to discuss this separate from the other projects under each funding source. However, I wanted to provide a quick overview and update on both funding sources.

American Rescue Plan

The State of Iowa has requested the first half of the American Rescue Plan (ARP) for Iowa cities, and the City of Marshalltown has provided all the necessary paperwork to the State's contractor to receive our first disbursement in the coming months. The attached spreadsheet shows more possible uses of the ARP funds than what is available (\$3.9 million). While there are possibilities of programs opening up with unclaimed city funds, we do not know what those programs might look like or if they will happen and how our needs match.

We have more potential projects than we have funding sources at this point, with some unknowns still present. Below is a general update of the potential projects/use of funds.

- General Fund Revenue Replacement- The calculations have not been updated to reflect final year-end figures. This is not included in the total on the ARP spreadsheet, and the Council needs to determine if you want to do any revenue replacement in the General Fund.
- Edgewood Stormwater Project- EDA has approved using ARP funds for the stormwater retention basin that needs to be constructed as part of the street extension. They have requested that this be bid as a separate project and I am awaiting final estimates from Bolton & Menk, but feel comfortable the figure is \$850,000 or less.
- State Street Water/Sewer- See information after GO borrowing update

City Council

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



- MPACT- We have full funding for the program through December 31, 2024, with no funds needed until next fiscal year. Additional grants have been applied for, so the funding needs could shift depending on future awards.
- Lead Hazard Remediation- There are still projects on the burner that came in over budget and need additional funding. \$200,000 over two years will assist in helping more Marshalltown homes be lead free.
- Neighborhood Beautification Program- The \$50,000 a year is just an estimate as no formal program or areas for home repairs and other work has been created.
- Affordable Housing Project Support- There is a low-income housing tax credit project in the application process for Marshalltown, which will request assistance if funded. There is also a likely grant application for upper story housing with an income restriction which this could fund as well. More should be known in the coming weeks and months.
- LMI Housing Program- This is only an estimate for the starting funds for a program. A planning group has met and has come up with some options which will be formulated and brought forward in the near future. Using ARP funds would precede a likely start in the TIF-LMI reimbursement for the Glenwood development agreement.
- Marshalltown Water Works Projects- Water Works provided 3 projects which fit under the Water Infrastructure category as being projects eligible for the federal Clean Water Revolving Fund through the EPA.

FY22 GO Borrowing Project List

Assuming approval of the debt policy to move our capacity limitation from 60% to 75%, there is \$9.75 million maximum to allocate towards projects, which is less than the total listed on the sheet. \$330,000 of expenses needs to be reduced off of this list for a bond to remain back qualified. As proposed at the July 12th discussion, I recommend the following reductions to get to the \$9.75 million:

- Remove \$30,000 for Riverview Park Master Plan and fund with LOST
- Remove \$300,000 from the D&D program

The Council's decision on how to allocate the Viejo Bluffs sale proceeds as well as the discussion of State Street could render these actions unnecessary. There are a number of decisions which the Council could make which will direct the discussion and course of actions on Monday night that cannot be predicated currently.

The Council does need to make a decision about which projects to borrow, so staff can have the City's financial advisor and bond counsel begin the work to officially start the borrowing process.

City Council

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



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: July 22, 2021
RE: State Street Project

In the discussion of use of American Rescue Plan Act (ARPA) funds and the project list for the fiscal year 2022 borrowing, there is one project that is common on the two lists: Phase 1A and 1B- State Street. The information below is a reminder of what was included in the Downtown Implementation Plan and the cost of each phase. We are at a point with this project where we would to move forward with planning and design as soon as possible in order to have this be a possible 2022 construction project.

Currently, the proposed way to fund this project is:

- \$2,000,000 American Rescue Plan funds
- \$4,500,000 GO bonds

There are ways to adjust the estimated cost and the sources to change either the ARPA or GO bonds used in the project.

- Do not include Phase 1B (3rd to 5th Avenues)- reduces cost by \$100,000
- Pledge \$500,000 from the sanitary sewer fund to offset either funding source
- Budget \$100,000 in grant funds for street trees and other aesthetic elements
- Request funding from Marshalltown Water Works for all or part of their infrastructure costs (two water mains, valves and hydrants)

The attached Opinion of Probable Cost maintains a very healthy contingency of 20 percent. This is necessary for the level of planning we are at and the environment we are in. Until we get the actual planning and design completed, we will not know that construction level estimate.

City Council

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



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



PHASE 1A - STATE STREET
3RD ST - 3RD AVE (P1B W/ CYCLE TRACK)
Costs based on Full Reconstruction of 2615' x 46' Road
OPINION OF PROBABLE COSTS



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PRELIMINARY - FOR BUDGET PURPOSES ONLY

Item No.	Description	Unit	Quantity	Price	Extension
1	MOBILIZATION	LS	1	\$ 290,000.00	\$ 290,000.00
2	TRAFFIC CONTROL	LS	1	\$ 83,000.00	\$ 83,000.00
3	UNCLASSIFIED EXCAVATION	CY	2670	\$ 25.00	\$ 66,750.00
4	STRUCTURE REMOVAL	EA	46	\$ 1,000.00	\$ 46,000.00
5	PAVEMENT REMOVALS	SY	19177	\$ 15.00	\$ 287,655.00
6	12" SUBGRADE PREP	SY	15990	\$ 4.00	\$ 63,960.00
7	6" MODIFIED SUBBASE	SY	15990	\$ 12.00	\$ 191,880.00
8	REMOVAL OF SANITARY SEWER PIPE	LF	2460	\$ 15.00	\$ 36,900.00
9	SANITARY SEWER PIPE	LF	2615	\$ 50.00	\$ 130,750.00
10	SANITARY SEWER SERVICE	EA	72	\$ 2,500.00	\$ 180,000.00
11	SANITARY MANHOLE	EA	9	\$ 4,000.00	\$ 36,000.00
12	STORM SEWER, CROSS-RUNS	LF	828	\$ 70.00	\$ 57,960.00
13	STORM SEWER, MAIN	LF	2615	\$ 80.00	\$ 209,200.00
14	REMOVAL OF STORM SEWER	LF	2820	\$ 15.00	\$ 42,300.00
15	STORM SEWER INTAKE	EA	24	\$ 4,500.00	\$ 108,000.00
16	STORM SEWER MANHOLE	EA	6	\$ 5,500.00	\$ 33,000.00
17	WATERMAIN	LF	5560	\$ 50.00	\$ 278,000.00
18	WATERMAIN VALVE	EA	22	\$ 2,500.00	\$ 55,000.00
19	WATERMAIN HYDRANT	EA	6	\$ 4,500.00	\$ 27,000.00
20	NEW WATER SERVICE AND STOP BOX	EA	72	\$ 2,000.00	\$ 144,000.00
21	8" PCC PAVEMENT	SY	14710	\$ 64.00	\$ 941,440.00
22	DRIVEWAY/ALLEY ENTRANCE	SY	520	\$ 65.00	\$ 33,800.00
23	5" PCC SIDEWALK	SY	4450	\$ 65.00	\$ 289,250.00
24	DETECTABLE WARNING	SF	880	\$ 50.00	\$ 44,000.00
25	PAVEMENT MARKINGS	STA	183	\$ 60.00	\$ 10,983.00
26	SIGNAGE	EA	48	\$ 250.00	\$ 12,000.00
27	LANDSCAPING AMENITIES	LS	1	\$ 791,540.00	\$ 791,540.00
28	DISTRICT MARKER	EA	1	\$ 25,000.00	\$ 25,000.00

Subtotal Construction	\$ 4,515,368.00
Construction Contingencies 20%	\$ 903,100.00

Opinion of estimated Construction Cost	\$ 5,418,468.00
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Subtotal Engineering	\$ 904,000.00
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TOTAL OPINION OF IMPROVEMENT COST	\$ 6,322,468.00
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COST PER BLOCK	\$ 1,053,744.67
COST PER SY	\$ 473.04
COST PER SF	\$ 52.56
COST PER LF	\$ 2,417.77

PHASE 1A - PEDESTRIAN ALLEY

Costs based on 189' x 16.6' Alley
OPINION OF PROBABLE COSTS



BOLTON & MENK

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PRELIMINARY - FOR BUDGET PURPOSES ONLY

Item No.	Description	Unit	Quantity	Price	Extension
1	MOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00
2	TRAFFIC CONTROL	LS	1	\$ -	\$ -
3	FULL DEPTH ALLEY REPAIR (25%)	SY	90	\$ 80.00	\$ 7,200.00
4	PEDESTRIAN ALLEY IMPROVEMENTS	LS	1	\$ 25,850.00	\$ 25,850.00

Subtotal Construction	\$ 35,050.00
Construction Contingencies 20%	\$ 7,000.00

Opinion of estimated Construction Cost	\$ 42,050.00
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Subtotal Engineering	\$ 7,010.00
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TOTAL OPINION OF IMPROVEMENT COST	\$ 49,060.00
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COST PER BLOCK	\$ 49,060.00
COST PER SY	\$ 140.73
COST PER SF	\$ 15.64
COST PER LF	\$ 259.58

PHASE 1B - STATE STREET
3RD AVE - 5TH AVE (P1B W/ CYCLE TRACK)
Costs based on 832' x 46' Road
OPINION OF PROBABLE COSTS



Real People. Real Solutions.

PRELIMINARY - FOR BUDGET PURPOSES ONLY

Item No.	Description	Unit	Quantity	Price	Extension
1	MOBILIZATION	LS	1	\$ 4,000.00	\$ 4,000.00
2	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
3	PAVEMENT MARKINGS	STA	59	\$ 60.00	\$ 3,540.00
4	SIGNAGE	EA	16	\$ 250.00	\$ 4,000.00
5	LANDSCAPING AMENITIES	LS	1	\$ 51,280.00	\$ 51,280.00
Subtotal Construction					\$ 63,820.00
Construction Contingencies 20%					\$ 12,800.00
Opinion of estimated Construction Cost					\$ 76,620.00
Subtotal Engineering					\$ 14,000.00
TOTAL OPINION OF IMPROVEMENT COST					\$ 90,620.00
COST PER BLOCK					\$ 45,310.00
COST PER SY					\$ 21.31
COST PER SF					\$ 2.37
COST PER LF					\$ 108.92

City of Marshalltown
Proposed Uses - American Rescue Plan Funds

	FY22	FY23	FY24	FY25 (12/31/24)
General Fund Revenue Replacement- All Available	\$ 240,930	\$ 711,816	\$ 1,202,008	\$ -
General Fund Revenue Replacement- Backfill Only		\$ 26,532	\$ 53,064	\$ 79,595
Edgewood Stormwater Project	\$ 850,000			
State Street Water/Sewer		\$ 2,000,000		
MPACT	\$ -	\$ 150,000	\$ 150,000	\$ 75,000
Lead Hazard Remediation	\$ 150,000	\$ 50,000	\$ -	
Neighborhood Beautification Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Affordable Housing Project Support		\$ 300,000		
LMI Housing Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 25,000
MWW- Repaint Interior of S. Tower	\$ 150,000			
Replace Well #5	\$ 250,000			
Replace Treatment Plant Domestic Plumbing/Roof	\$ 250,000			
Total- No Revenue Replacement	\$ 1,750,000	\$ 2,600,000	\$ 250,000	\$ 150,000

Total Award \$ 3,973,865

Total Projects \$ 4,750,000

Difference \$ (776,135)

CIP FY22-26
Projected Debt Capacity and Potential Projects

		<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY20205</u>	<u>FY20206</u>
REMAINING DEBT CAPACITY 70%		15,471,999	10,596,702	(402,535)	(3,034,214)	(1,155,064)
	<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
	Max to borrow	\$ 9,750,000				
		(3,762,771)	(10,308,571)	(8,346,026)	(9,127,922)	(12,208,990)
NOTES: Viaduct work in phases; \$2M of ARP funds applied to Phase 1A Downtown Plan						

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: August 2, 2021
RE: Council Manual Updates

One of the items in our strategic plan as well as stated within the Council Manual is to review the document every two years to ensure it still reflects the policies and procedures the Council would like in place. We have not done this since 2017, so this is great time to review the document. Attached with this memo is the current document with my highlights and comments added for where changes are necessary.

- Page 4- Add Open Meeting/Open Record info from Part 3 on page 26 to Authority section.
- Page 7- Amend the language for "City Employees" to change "shall" to "may"; generally employees are not required to attend unless they have an item coming from their departments on the agenda.
- Page 8- This Council has opted to not do a 12pm meeting the day after a holiday and instead hold it at 5:30pm. If this is the new rule, this language needs to change.
- Page 10- Change heading of MEDIA COVERAGE OF COUNCIL MEETINGS to PUBLIC ACCESS TO COUNCIL MEETINGS. Recommend adding the following language, with further discussion needed on setting rules for use of GoTo or other electronic meeting function:
All official meetings of the City Council shall be open to the public and media. The meetings maybe recorded by radio, television, and photographic services, and online services at any time, provided that such arrangements do not interfere with the orderly conduct of meetings.

City Council meetings can be viewed at <https://www.marshalltown-ia.gov/731/City-Council-Meetings>. This page also contains a link to the archive of past City Council meetings available on YouTube.

The public can participate in City Council meetings by attending in-person. In the event that the State of Iowa and/or the City implement closure requirements or restrict in-person access to a meeting, the City will utilize an electronic meeting service, like GoToMeeting, for the public to participate in a City Council meeting. An electronic meeting service will

City Council
Michael Gowdy, Al Hoop, Gabriel Isom
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not be a method for the public to participate if City Council Chambers are open to the public.

Add to Agendas: They can also sign up for notifications through Notify Me on the city website.

- Page 12- Remove reference in second paragraph about agenda packets being at the Police Department. Add City website to the final sentence about where to view agenda packets.
- Page 13- Make $\frac{3}{4}$ vote correction formally in ORDINANCES
- Page 14- I have heard from a few City Council members requesting PUBLIC COMMENT be at the beginning of the meeting instead of the end. Changes to the Council Manual would be necessary to make that change.
- Page 18- Recommend changing the first paragraph under MOTION TO RECONSIDER to the following. The remaining language would stay as is.
After a vote is taken, the matter is deemed concluded and is subject to reconsideration only upon a timely motion. A motion to reconsider shall only be made by a Council Member who voted with the majority on the original motion. A motion to reconsider requires a two-thirds (2/3) vote of the City Council to pass, with the following limitations:
 - A motion to reconsider may be made at the meeting where the item was first voted on at any time before adjournment
 - A motion to reconsider may be made at a subsequent meeting within ten (10) days of the original measure's failure.
- Page 20- This page starts a whole section on Committees, Boards and Commissions. I recommend removing a majority of this section to a new handbook (Board and Commission Manual) and to keep the language about Council-created special or ad-hoc committees and not standing boards and commissions. I also recommend removing other language related to boards and commission throughout the document.
- NEW- I have drafted a table of motions to add as an attachment to the Council Manual. This references all of the different types of motions listed in the Manual, which highlights the most important from Roberts Rules. Any of the highlights on the attachment are showing an area where we are in conflict with Robert's Rules and to see if there is discussion on changing our standard to avoid conflict.

I would also recommend that the City Council consider an ordinance to repeal this document from the Code of Ordinances. The idea behind rules governing the City Council is to ensure that they are flexible enough to be modified when needed. To do so with an ordinance creates multiple meetings for rules to change. Ordinances are the laws of Marshalltown; rules are those things that govern our processes and procedures.

City Council

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I would like to move an amendment to the Council Manual forward when the Council feels comfortable with making any of the changes noted above. I would urge the sooner we do this, the better off we all are for having an understanding of how we operate.

City Council

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



CITY OF MARSHALLTOWN, IOWA

Council Manual

Rules and Procedures

Adopted October 9, 2017

RES 2017-287

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PART 1. GENERAL

AUTHORITY **Add Open Meetings and Open Records info in Part 3 here**

Iowa Code Section 372.13(5) provides that the City Council shall determine its own rules of procedure. The following set of rules shall be in effect upon adoption by the Council until such time as they are amended or new rules adopted.

INTERPRETATION OF THE RULES OF PROCEDURE

The City Attorney shall act as parliamentarian and rule on any questions regarding the application or interpretation of these rules and procedures. In the absence of the City Attorney, the City Administrator shall be considered the final authority on the rules of procedure for the conduct of City Council business. Any good faith, non-intentional error in the application of these rules shall not void any public action taken if, notwithstanding the good faith, non-intentional error, the action taken otherwise complied with the Marshalltown Code of Ordinances and the Iowa Code.

RULE ENFORCEMENT

The presiding officer, whether it be the Mayor, Mayor Pro Tem or Acting Mayor Pro Tem, shall enforce these rules and procedures. Any Councilmember who believes the presiding officer is failing to enforce the rules may call attention to it by making a point of order referencing the Rule or Procedure the Councilmember believes is applicable. The raising of a point of order has the effect of requiring the presiding officer to make a ruling on the question involved and, if appropriate, to enforce the applicable rule.

Unless otherwise specified by law or these rules, all business will be conducted by majority rule of those present and voting.

Following any adverse ruling on a point of order, any Councilmember may move to appeal the decision of the presiding officer and, in so doing, state the appropriate action which the Councilmember believes should have been taken. If this motion receives the required second, the City Council may, by majority vote, adopt the alternative ruling stated in the motion.

SUSPENSION AND AMENDMENT OF THESE RULES

A motion to suspend the rules is debatable but requires a two-thirds vote to pass. This motion allows the City Council to suspend its own rules temporarily in order to accomplish a particular purpose.

Temporary Suspension.

These rules may be temporarily suspended by the unanimous consent of all the Councilmembers present, or by a vote of two-thirds of all the Councilmembers. The vote on any such suspension shall be taken by “yeses” and “nos” and entered upon the record.

Amendment of These Rules.

These rules may be amended or new rules adopted, by majority vote of all Councilmembers and shall, at a minimum, be reviewed every two (2) years.

Supplemental Rules.

The current edition of Robert's Rules of Order is adopted to supplement these rules, where not in conflict with these rules. However, any good faith, non-intentional error in the application of Roberts Rules of Order shall not void any public action taken if, notwithstanding the good faith, non-intentional error, the action taken otherwise complied with the Marshalltown Code of Ordinances and the Iowa Code.

CITY GOVERNMENT STRUCTURE**Mayor.**

The Mayor is the chief executive officer of the City and carries out the responsibilities specified in the Code of Ordinances. When present, the Mayor is the presiding officer at meetings of the City Council. The Mayor has veto powers authorized by the Iowa Code. The Mayor appoints all board and commission members as provided for in these rules. The roles of these committees are detailed in the Board and Commission Manual, which is consistent with Iowa Code § 372.14.

Mayor Pro Tem.

The Mayor Pro Tem is vice president of the City Council. When the Mayor is absent or unable to act, the Mayor Pro Tem shall perform the Mayor's duties. The Mayor Pro Tem retains all of the powers of a Councilmember while performing the duties of the Mayor.

City Council.

The City Council is the legislative body elected by the citizens of Marshalltown to make laws and policies for the community. The Council approves the budget and determines the tax rate, among other required duties set forth in the Iowa Code and Code of Ordinances. The Council is responsible for major issues, such as community growth, land use development, capital improvement plans, capital financing and strategic planning. The Council appoints the City Administrator, who is tasked under the Code of Ordinances with the supervision of the City staff and with carrying out most day-to-day functions of the City government when the Council is not in session. The Council supervises and evaluates the City Administrator's performance.

The role of a City Councilmember is similar to being a member of the board of directors of a large business. The City Council provides a focal point, or the conscience of the community. It is not the job of Councilmembers to become directly involved in the daily operations of the City. The City Administrator and the Department Directors are responsible for overseeing the implementation of services. The Council sets the level of services and the policies by which the City operates.

City Administrator.

The City Council shall select a City Administrator, who serves as the Chief Administrative Officer, and shall evaluate his or her performance on a routine basis. The City Administrator shall work with, coordinate and supervise the Department Directors who have the knowledge, ability and

expertise to manage their departments, including day-to-day operations, personnel supervision and assignment, expenditures within the limitations of the City budget, the administration of laws, rules and regulations applicable to their departments, and staffing. Except for the purposes of fact-finding, City Councilmembers shall deal with the administrative agencies of the City through the City Administrator.

MAYOR'S DUTIES

Add in info on veto power

Chairperson.

The Mayor, when present, shall act as presiding officer of all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall act as presiding officer. In the absence of both the Mayor and the Mayor Pro Tem, the longest-serving Councilmember, including all combined terms and years of service on the Council, shall act as presiding officer.

Substitution Procedure for Presiding Officer.

In the case of the Mayor's absence or recusal due to conflict of interest, the Mayor will call on the Mayor Pro Tem, or the longest-serving Councilmember then present and available, to temporarily preside over the meeting. Said temporary arrangement shall not continue beyond adjournment, or cessation of discussion of the matter requiring recusal.

Council Rules.

These rules, including any amendments to these rules which may be made from time to time, shall be effective when adopted by a majority vote of the entire Council.

Call to Order.

The meetings of the Council shall be formally called to order by the presiding officer.

Right of Floor.

Any Councilmember desiring to speak shall be first recognized by the Mayor, unless requesting to be recognized or seconding a motion. Councilmembers shall confine their remarks to the subject under consideration.

Order and Decorum.

The presiding officer shall preserve order and decorum, and shall decide all questions of order, subject to an appeal to the Council. The presiding officer shall ensure that debate and discussion of an agenda item focuses on the item and the policy in question. The presiding officer shall abide by the following rules when controlling discussion:

- a) Debate on policy is healthy and necessary, but ad hominem criticisms of other Councilmembers is not. The Mayor has the right to stop discussion which is personal in nature, abusive, unduly loud, inappropriate, repetitive or excessively time-consuming.
- b) One person shall have the floor at a time, and the speaker shall be recognized by the presiding officer before proceeding to speak.

ROLE OF CITY STAFF AT COUNCIL MEETINGS

City Administrator.

The City Administrator or designee shall attend all meetings of the Council unless excused by the Mayor. The City Administrator shall make recommendations to the Council when appropriate, either in writing prior to the meeting, or orally as necessary during the meeting.

City Attorney.

The City Attorney or designee shall attend all meetings of the Council, unless excused by the Mayor or the City Administrator. The City Attorney shall act as the Council's parliamentarian when present.

City Clerk.

The City Clerk or designee shall attend all meetings of the Council, unless excused by the Mayor or the City Administrator, and shall keep the official minutes and perform such other duties at the meeting as may be requested by the Council.

City Employees. Amend to remove "shall" and reword with "may"

Department heads or other designated employees of the City shall attend the Council meetings, unless excused by the Mayor or the City Administrator.

TYPES OF MEETINGS, NOTICE, PROCEDURES

Notices of, and agendas for, all meetings of the City Council, appointed boards, committees or commissions shall be given in compliance with the requirements of Iowa Code Section 21.4. Meeting notices shall be posted by the City Clerk, or designee, at least twenty-four (24) hours prior to the meeting. Likewise, any established boards, commissions or committees established by the City Council shall follow the same procedures.

The City Council meeting agenda and pertinent packet information shall be posted on the City's website, www.marshalltown-ia.gov. The Mayor and Councilmembers should contact the City Clerk with any routine questions concerning the agenda prior to the meeting. Questions regarding policy issues on the agenda and clarification of action items should be directed to the City Administrator ahead of the meeting, whenever possible.

All official meetings of the Council, appointed boards, committees or commissions shall be open to the public, except those legally designated as closed sessions. Regular Council meetings shall be held in a building or room that is accessible to persons with disabilities, which shall normally be the Council chambers at the Marshalltown City Hall, located on the second floor of the building at 10 West State Street. For Council meetings held in part or in whole at other locations for any purpose, that meeting space shall be accessible to persons with disabilities to the maximum extent possible. Special arrangements for the hearing impaired, or for interpreters, will be considered upon request to the City Clerk's Office.

Regular Meeting.

Council has not followed this rule in recent years and has asked for meeting to be at 5:30pm on day following a holiday.

The regular Council meetings will be held the second and fourth Mondays of every month, except when the regular meeting date is a holiday, in which event the meeting will be held at noon on the next day. Meetings will commence at 5:30 p.m., unless the Council directs otherwise.

Work Sessions.

The Council may meet informally as needed in work sessions which are open to the public. Starting times will be dependent on the number of items scheduled for discussion. The purposes for work sessions include, but are not limited to, budget sessions, joint meetings, reviewing upcoming programs, receiving progress reports on current programs, receiving information from the City Administrator or discussing other matters of concern. No formal action on any item may be taken at a work session, but matters may, by motion, be placed on the agenda for a later City Council meeting.

Items may be placed on the work session agenda by the City Administrator, Mayor or a Councilmember. The City Attorney or other City staff may place items on the agenda if approved by the City Administrator. Agenda items must be submitted at least five (5) days prior to the scheduled work session. No public comment shall be permitted during a work session unless public comment is specifically called for on the agenda, or unless solicited by the presiding officer.

Special Meetings.

Special meetings of the City Council may be held if called by the Mayor, with the required public notice under Chapter 21. In such cases, the Mayor shall provide written notice to each Councilmember by email or other appropriate means. The cost of calling a special Council meeting for approval of a permit, license or similar instrument is \$500.00 and shall be the responsibility of the petitioner.

Open Session.

Except as provided in the Iowa Code, all actions and discussions at meetings of governmental bodies, whether formal or informal, shall be conducted and executed in open session.

Closed and Exempt Sessions.

Iowa Code Section 20.17 permits public bodies to hold exempt sessions (i.e., not subject to the Open Meetings Law) to discuss collective bargaining with their bargaining representatives. Iowa Code Sections 21.5 and 21.9 permit closed sessions for certain limited, and narrowly defined, reasons. A vote to go into a closed session requires an affirmative vote of either two-thirds (2/3) of the Councilmembers or all of the Councilmembers present at the meeting. No ordinance, resolution, motion or other formal action may be taken in closed session.

In the case of any exempt or closed session, the agenda shall be drafted with the assistance of legal counsel to state the specific statutory basis under which the closed session will be held. The City Attorney or other legal counsel shall provide, in writing, the legal basis for the closed session and provide the same to the Mayor and Council prior to the meeting or, in the alternative, the City Attorney or outside legal counsel shall attend the meeting and state publicly the basis for the closed session. Said written or oral opinion shall specify the particular Iowa Code section which allows the exempt or closed session and a short statement of why the subject matter to be discussed in

closed session makes the section applicable. The Council shall not enter closed session until this opinion is provided.

PUBLIC HEARINGS

Informal Public Hearings.

An informal public hearing is called in order to give the public an opportunity to comment on a matter of public interest before the Council. Informal hearings are not required by State law or City ordinance. The board, committee or commission concerned may set rules for notifying the public of an informal hearing, establish a time frame and conduct the hearing in any fair manner it chooses.

Formal Public Hearings.

A formal public hearing is one required by State laws or City ordinances and is designed to solicit comment from the general public.

Hearing Procedures.

Hearings shall be fair and impartial. If a Councilmember has a personal interest in the outcome of a hearing, such that there is a legally recognized conflict of interest, he or she should disqualify himself or herself from participation.

Persons and groups who may be affected by the matter being discussed in the hearing shall be provided at least the minimum statutory notice of the time and place of the hearing. Such persons and groups attending the hearing shall be given a reasonable opportunity to be heard. Persons or groups requesting to address the Council may be represented by legal counsel and may present oral and documentary evidence.

The presiding officer should open the hearing and explain the hearing procedures. The presiding officer should inquire whether any comment on the public matter at issue has been received in the Clerk's office, and the Clerk should then relate any such comments for the record.

Following the report of the Clerk, the public should be invited to address the Council. If there are numerous persons representing the same views and opinions, the presiding officer may ask that a spokesperson be selected to speak on behalf of the group. If this arrangement cannot be made, the presiding officer may restrict each speaker to a limited time (generally three minutes) so that all may be heard. Irrelevant comments or speakers who run over the time allotted may be ruled out of order by the presiding officer.

Following comments from the public, staff persons who have information to present should be invited to present their respective reports.

When all interested persons (except as reasonably limited by the presiding officer, as stated above) have had the opportunity to speak, the hearing is closed, ending audience participation. Councilmembers may then discuss and take action on the proposal following the hearing if notice of such action is stated on the meeting agenda.

MEDIA COVERAGE OF COUNCIL MEETINGS

Modify to address ways for public to access and/or participate in meetings

Open Meetings.

All official meetings of the City Council shall be open to the public and the media. All meetings may be recorded by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Agendas.

Agendas may be obtained by members of the media by contacting the City Clerk (754-5701) or by downloading the agenda from the City's website. Further, printed agendas are available at each City Council meeting.

MEETING CONDUCT

Disorderly Conduct.

No person shall disrupt the orderly conduct of a Council meeting. Prohibited disruptive behavior includes, but is not limited to, shouting, making disruptive noises, such as boos or hisses, creating or participating in a physical disturbance, speaking out of turn or in violation of applicable rules, preventing or attempting to prevent others who have the floor from speaking, preventing others from observing the meeting, entering into or remaining in an area of the meeting room that is not open to the public, or approaching the Council table without consent. Any message to or contact with any Councilmember while the Council is in session must be made through the City Clerk.

- a) Recognition by Mayor. Councilmembers shall not address the meeting until recognized by the presiding officer.
- b) Two or More Speakers. When two or more Councilmembers request to be recognized at once, the presiding officer shall recognize and name the Councilmember who is to speak first.
- c) Speaking More than Once on One Question. No Councilmember shall be recognized to speak twice on the same matter until every Councilmember desiring to comment on the matter has spoken.
- d) Inappropriate Language and Behavior. The Mayor, Councilmembers, City Administrator and staff shall at all times conduct themselves civilly. No person shall be permitted to shout, curse or use personally offensive language directed at other individuals.
- e) Person Called to Order. Any person called to order by the presiding officer shall immediately desist in the objectionable behavior.
- f) Private Discourse Prohibited. While any person is addressing the meeting, who has been duly recognized by the presiding officer, no person shall hold any disruptive or distracting private conversation.

g) Removal. Any of the following shall be sufficient cause for law enforcement personnel, by order of the presiding officer, to remove any person from the Council chambers or meeting hall for the duration of the meeting:

1. Unreasonably loud or disruptive language, noise or conduct which obstructs the work of conducting of the business of the Council.
2. Willful injury of furnishings or of the interior of the Council chambers or meeting hall.
3. Refusal to obey the rules of conduct, including the limitations on occupancy and seating capacity.
4. Refusal to obey an order of the presiding officer or an order approved by a majority of the Council present.

Except where a disruptive person presents a physical danger to others (in which case law enforcement personnel will immediately apprehend and remove the person), the presiding officer shall give a warning to a disruptive person before ordering the person's removal. If a meeting is disrupted by more than one member of the audience and where it appears a general breakdown of order has occurred or will occur, the presiding officer or a majority of the Council present may order that the Council chambers or other meeting hall be cleared.

Enforcement of Decorum.

The presiding officer is the Sergeant-at-Arms of the Council meetings. That person maintains order and decorum at the Council meetings. Physical removal, when necessary, will be undertaken by law enforcement personnel.

Action by Verbal Motion.

Verbal motions of the Council shall be stated clearly. In the case of an ambiguous or confusing motion capable of several interpretations, the presiding officer shall, as soon as practicable following the initial statement of the motion, clarify the intent of the motion so as to ensure all Councilmembers understand its meaning and intent. In such cases, Councilmembers should be asked to amend their motions by friendly amendment.

AGENDA PREPARATION

Agenda Deadline.

Except in cases of pressing need or emergency, no business may be submitted for placement on the regular Council agenda after 12:00 p.m. of the 5th day (Wednesday) prior to the meeting day. Items may be placed on the agenda by the City Administrator, Mayor or a Councilmember. The City Attorney or other City staff may place items on the agenda if approved by the City Administrator. When a holiday falls on a Friday, the City Clerk may revise the agenda cutoff time and shall, with the concurrence of the City Administrator, notify all staff, the Mayor and Councilmembers of the same.

Agenda and Agenda Packet Preparation.

The Mayor, City Administrator and City Clerk are responsible for preparation of the agenda and packet. Councilmembers should promptly review their packets and contact the City Administrator

if there are any questions regarding the information. The Mayor and City Administrator, after considering any requests for agenda items, shall approve the tentative agenda. Any request for an agenda item from the general public shall not be placed on the agenda unless and until timely requested by the Mayor or City Administrator. Staff may also place on the agenda items brought forward by the public, if approved by the City Administrator.

Councilmembers should, whenever possible, avoid using Council meeting time as a fact-finding exercise. Councilmembers are instead encouraged to consult with the City Administrator ahead of the meeting to clarify any packet materials which are unclear. Meeting time should be used, as much as possible, for bona fide debate of public matters, rather than fact gathering which could have been accomplished with due diligence before the meeting.

Remove highlighted sentence

Agendas for public meetings shall be posted at City Hall and shall be made available to the Mayor and City Council, City Department Directors and to the local media. At 5:00 p.m. on the Friday prior to Council meetings, the agenda packets are taken to the Police Department where officials may pick them up throughout the weekend. The agenda packets are also posted to the City's website for viewing by the general public.

Withdrawn Items.

Agenda items may be withdrawn by either the Mayor or the City Administrator prior to agenda distribution. Further, under circumstances where unforeseen problems are discovered with an agenda item after distribution of the agenda, the agenda may be modified as necessary by the Mayor.

ORDER OF BUSINESS

The order of business shall be as contained in the agenda. The order of business may also be changed by majority vote of Councilmembers present, for reasons of efficiency. Reasons of efficiency include, but may not be limited to, the convenience of persons attending the meeting, the lateness of the hour, and similar concerns.

Meetings shall normally be conducted in the following order:

- a) CALL MEETING TO ORDER
- b) PLEDGE OF ALLEGIANCE
- c) ROLL CALL
- d) COMMENTS BY THE MAYOR, COUNCILMEMBERS, CITY ADMINISTRATOR AND PRESENTATIONS. Informational, explanatory or educational comments by the Mayor, Councilmembers and City Administrator which do not require any action. These comments may also include announcements of events, welcoming special guests or recognition of an achievement.
- e) CONSENT AGENDA. The consent agenda shall consist of non-controversial, routine items such as, but not limited to, refunds, routine appointments not requiring Council

approval, department reports, applications, simple service contracts already vetted by City staff and not requiring Council attention, and communications not requiring action. The items comprising the consent agenda will not be considered individually, but will be adopted on one motion. Councilmembers or the Mayor may remove any item on the consent agenda for individual discussion, and no second shall be required. No vote on such a request shall be required.

- f) **REPORTS.** The Council may request reports from cooperating agencies or private groups who are working with the Council on official projects or other community initiatives.
- g) **MOTIONS.** Motions are proposals to move a matter forward or to take some action in circumstances where no written resolution has been prepared. Councilmembers should make a motion when there is new or non-routine business requiring Council discussion prior to a vote, including, but not limited to, new liquor licenses and cigarette permits. Example: “I move the liquor license for XYZ Restaurant be approved.” Any motions concerning any procedure matter, such as the order of business or the general conduct of the meeting, may be made prior to the consideration of other business.
- h) **RESOLUTIONS.** Resolutions are written directives of the City Council directing certain actions, such as the approval of contracts. Resolutions typically direct the Mayor to sign the resolution and frequently direct the City Clerk to take whatever actions are necessary to carry out the resolution, such as to “place the contract on file in the usual manner.” Resolutions are necessary for more formal actions where a definite record of Council action is important. Resolutions presented and seconded shall first be discussed by the City Council and Mayor. After discussion by the Council and Mayor, a resolution may, at the discretion of the presiding officer, be addressed by members of the general public upon the same conditions provided under public comments. A resolution pertaining directly to other items of business should be placed first in order of resolutions being considered. Resolutions requiring a public hearing shall be considered immediately following the public hearing. Resolutions requiring a public hearing will be considered last in order of resolutions.
- i) **ORDINANCES.** Ordinances are the laws of the City. Ordinances must be read, considered and passed three separate times at three separate meetings of the City Council in order to become law. However, if the agenda provides the required public notice, a motion may be made to allow all three readings to occur at one meeting. If the motion is approved by **two-thirds (2/3)** of all Councilmembers (i.e., not just those Councilmembers present), then the requirement of making the readings at three separate meetings may be waived, and all three readings may occur at the present meeting. Such a motion to waive the three meetings requirement may occasionally be appropriate when an ordinance is not controversial and where time is of the essence. After discussion by the Council, members of the general public may, at the discretion of the presiding officer, address an ordinance, upon the same conditions as provided under public comments. An ordinance which requires a public hearing prior to adoption will be placed last in the order of ordinances being considered. In the case of any ordinance to amend or repeal

update to:

three-fourths (3/4)

Jan 2019

an ordinance or section of an ordinance, the proposed amendment shall contain the entire text of the ordinance or section to be amended or repealed. Ordinances amending or repealing existing ordinances shall be drafted to repeal the former ordinance or section in its entirety, and set forth the entire text of the proposed ordinance or section, as amended.

- j) **DISCUSSION.** Items placed on the agenda solely for discussion purposes will not be acted upon. Such discussion items determined to require action may be placed on a subsequent agenda by motion or, if no motion is made, by placement of the item on a subsequent meeting agenda through the usual process described in the “Agenda Preparation” section of these rules.

Have heard from some Council members wanting to move this to the beginning of the agenda

- k) **PUBLIC COMMENT.** Members of the general public may, during the allotted timeframe on the meeting agenda, make comments on any item which was not on the agenda. The proposed speaker shall, after being recognized by the presiding officer, 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 presiding officer. The speaker shall direct comments to the presiding officer and to the Council as a whole. The presiding officer and Councilmembers shall not engage in discussion or debate on items raised by members of the public unless the subject matter concerns an item on the posted agenda. No action may be taken on items raised in public comments.

- l) **ADJOURNMENT.**

Individual Electronic Participation.

An absent Councilmember may participate electronically in any City Council meeting by speaker phone or other device, provided the comments of the Councilmember are plainly audible to the public. **Address use of GoTo Meeting?**

Quorum.

A quorum is necessary for the conduct of business. A majority of the Councilmembers shall constitute a quorum. If a quorum is not present, those in attendance may elect to discuss items, but may not take official action, except to adjourn to a later date.

Recording of Votes.

Affirmative and negative votes shall be recorded on all ordinances and resolutions and entered into the official minutes of the City Council. The outcome of a vote on a motion shall be announced by the Mayor and recorded by the Clerk.

Majority Vote Required.

Unless otherwise provided by State Code, an affirmative vote of at least four (4) Councilmembers shall be necessary to pass an ordinance or resolution. When any vote is called, each Councilmember shall respond: “yes,” “no” or “abstain.” An “abstain” vote of a Councilmember is a “no” vote, unless the Councilmember states he or she has a conflict of interest and states the nature of the conflict. In the case of a conflict of interest, the number of votes to approve any action is recalculated to exclude the abstaining Councilmember. For example, if two Councilmembers abstain due to a

conflict of interest, an item could pass on a three to two vote (provided the vote does not require a majority of the entire Council).

Ordinance and Resolution Passage Procedure.

When passed by the City Council, an ordinance or resolution shall be signed by the legally required person (normally the Mayor) and shall be attested to by the City Clerk. It shall be immediately filed and thereafter preserved in the office of the City Clerk.

Publications.

All minutes, ordinances and notices will be published as required by State law.

Consideration of Emergency Matters.

If, under Iowa Code 21.4(2), and after conferring with the City Attorney, the City Council determines by majority vote that an emergency exists, agenda items may be added without twenty-four (24) hours' notice to the public. In such cases, the reasons for said emergency shall be noted in the minutes and, particularly, the reasons why the Council determined the items could not reasonably be deferred to a later meeting. Such action should rarely occur, and only when the Council believes irreparable harm will occur if action is not taken immediately.

VOTING AND DISCUSSION ON MOTIONS AND RESOLUTIONS

No motion or resolution shall be debated unless seconded. When a matter is seconded, the Mayor shall restate the motion or resolution and open the floor for debate.

- a) **Three-minute Rule.** Councilmembers speaking on a matter shall confine their remarks strictly to the matter under consideration, and shall limit their remarks to three minutes in duration.
- b) **Vote Required when Present.** Every Councilmember present when a question is stated from the presiding officer shall vote thereon, unless the Councilmember has declared a conflict of interest in the outcome of the question under consideration.
- c) **Motion or Resolution Withdrawn.** After a motion or resolution is seconded and stated by the Mayor, it may be withdrawn at any time before decision, but if any amendment has been proposed and adopted, it shall not be withdrawn without the consent of the mover of such amendment.
- d) **Several Distinct Propositions.** If the question in debate contains several distinct propositions, any Councilmember may have the same divided, and the item(s) considered separately.

Votes Recorded.

In all cases where a resolution or a motion is entered in the minutes of the City Council, the name of the Councilmember moving the same shall be stated in the minutes.

- a) “Yeses” and “Nos” Recorded. The “yeses” and “nos” upon any question shall be entered in the minutes.
- b) Blanks. When a blank is to be filled, and different sums or times are proposed, the question shall be taken first on the largest sum, or the longest time.

PROCEDURE FOR MAKING A MOTION

When a Councilmember wishes to propose an idea for discussion and possible action, the Councilmember must make a motion. In order to make a motion, these steps must be taken:

- a) The Councilmember asks to be recognized by the presiding officer.
- b) After being recognized, the Councilmember makes the motion (“I move...”).
- c) Another Councilmember seconds the motion.
- d) The presiding officer states the motion and asks for discussion.
- e) When there has been sufficient discussion, the presiding officer will close debate (“Are you ready for the question?” or “Is there any further discussion?”).
- f) If no one requests to make additional comments, the presiding officer puts the question to vote.
- g) After the vote, the presiding officer announces the outcome of the motion (“The motion is carried” or “Motion fails”).

Until the presiding officer states the motion (step d), the Councilmember making the motion may rephrase (amend) or withdraw it. After an amendment, the motion as amended must still be seconded and then voted upon. It is particularly important when a motion is amended that the presiding officer restate the motion, as amended.

In making a motion, Councilmembers must avoid combining multiple proposals in the same motion. If a Councilmember prefers to see proposals divided and voted upon separately, the Councilmember should ask the presiding officer to divide the motion into separate motions for consideration. The presiding officer may then proceed to treat each distinct proposal as a distinct motion, each requiring its own second, and to be acted upon separately. The presiding officer should solicit motions when the situation demands by either inviting a motion or suggesting a motion to the Councilmembers.

THE FOUR BASIC MOTIONS Put this section and Debate section together; reword to reflect both sections are discussing motions

Common Motions.

- a) The basic motion. Puts forward a decision for consideration. Example: “I move that we create a five-member committee to plan the annual fundraiser.”

- b) The motion to amend. Changes a basic motion under consideration. Example: “I move we amend the motion to have a ten-member committee.” A motion to amend requires a second and must be decided before the Council returns to consideration of the original motion.
- c) The motion to postpone to a date certain. Proposes delay in further discussion of the matter under consideration until a specific, stated time at which the item will be debated further. Example: “I move we postpone further discussion of this item until our first regular meeting in October.”
- d) The motion to lay on the table. Postpones discussion of an item indefinitely, unless taken off the table. Example: “I move we table this item.” Tabling an item leaves it on the table and no specific time is stated for further discussion. It stays “on the table,” until a later agenda item provides notice it will be brought from the table for further discussion.

DEBATE

Most motions, except for procedural motions, such as calling the previous question, adjournment, etc., are debatable. Debate may continue as long as Councilmembers wish to discuss an item, subject to any motion for previous question, which ends debate. Absent a successful motion for previous question, debate will end if the presiding officer solicits further comments and none are forthcoming.

Some motions are not debatable. The presiding officer should immediately call for a vote of the Council, without debate on the following:

- a) Motion to Adjourn. This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- b) Motion to End Debate or the “Previous Question.” The most common form of this motion is to say: “I move the previous question,” or “I move the question,” or “I call for the question.” When a Councilmember makes such a motion, the Councilmember is really saying, “I’ve had enough debate. Let’s get on with the vote.” The motion requires a second. If the motion carries by two-thirds (2/3) majority of those Councilmembers present, all further debate is concluded, and the question put in this order: first upon the amendments pending, and then upon the main proposition before the Council.
- c) Motion to Limit Debate. An alternative to the previous question is a motion to limit debate, which includes, by its stated terms, a time limit. For example: “I move we limit debate on this agenda item to fifteen minutes.” The motion to limit debate requires a two-thirds (2/3) vote of the Council.
- d) Motion Objecting to Consideration. A similar motion is a motion objecting to consideration of an item. This motion is not debatable and, if passed, precludes the

Council from even considering an item on the agenda. It also requires a two-thirds (2/3) vote.

- e) Motion to Lay on the Table. A motion to lay a question upon the table is not debatable.
- f) Motion to Postpone to a Date Certain. A motion to postpone to a date certain is not debatable (except for discussion of the specific date).
- g) Motion to Refer to Committee. This motion directs that the item under consideration be sent to a committee for further analysis and recommendations.
- h) Motion to Fix the Time to Adjourn. This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.
- i) Motion to Recess. This motion, if passed, requires the Council to immediately take a recess. Normally, the presiding officer determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

MAJORITY AND SUPER-MAJORITY VOTES

Remove and refer to Table of Motions at end of document

In addition to the specific rules for passage of motions, resolutions and ordinances as set by State law, there are procedural exceptions to the rule of passage by a simple majority. The exceptions occur when the City Council is taking an action that effectively cuts off the ability of a minority opinion to take an action or discuss an item. These extraordinary motions require a two-thirds (2/3) majority (a super-majority) to pass:

- a) Motions to Limit Debate. Whether a Councilmember says, "I move the previous question," "I move the question," "I call for the question," or "I move to limit debate," these motions, if successful, cut off the ability of the minority to discuss an item.
- b) Motion to Object to the Consideration of a Question. Normally, such a motion is unnecessary, because the objectionable item is usually tabled or defeated. However, when Councilmembers do not wish there to be any consideration of an item, such a motion is in order. It is not debatable.

MOTION TO RECONSIDER

After a vote is taken, the matter is deemed concluded and is subject to reconsideration only upon a timely motion. A motion to reconsider shall only be made by a Councilmember who originally voted in favor of the measure (i.e., a Councilmember on the prevailing side). A motion to reconsider requires a two-thirds (2/3) majority vote to pass, but there are two limitations: First, a motion to reconsider may be made at the meeting where the item was first voted upon. The motion maybe

made at any time before adjournment. A motion to reconsider may also be made in the case of a failed measure, if made at a subsequent meeting within ten (10) days of the original measure's failure by a Councilmember who voted against the measure.

If the motion to reconsider passes, then the original matter is back before the City Council, and a new original motion is in order.

The matter may be discussed and debated as if it were on the floor for the first time.

Once a matter has been duly reconsidered, no further motion to reconsider the issue can or shall be made without the unanimous consent of the City Council.

No question shall be reconsidered more than once, nor shall a vote to reconsider be reconsidered. This rule does not prevent substantively different iterations of the measure from being brought forth at later meetings of the Council. Further, once a new City Council is seated following the next regular election, any matter may be revived.

LIMITING DEBATE AND DISCUSSION

Debate and discussion should be focused, but free and open. At the same time, the Mayor may limit the time allotted to speakers, including Councilmembers, in the interest of efficiently and effectively using time.

Generally, a Councilmember will not be interrupted by other Councilmembers, but may be under the following circumstances:

- a) **Privilege.** The proper interruption would be: "Point of privilege." The Mayor would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the comfort of the meeting participants. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.
- b) **Order.** The proper interruption would-be: "Point of order." The Mayor would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the Mayor moved to a vote on a motion that permits debate without allowing discussion or debate.
- c) **Appeal.** If the Mayor makes a ruling with which a Councilmember disagrees, that Councilmember may appeal the ruling of the Mayor to the parliamentarian.
- d) **Call for Orders of the Day.** This is another way of saying, "Let's return to the agenda." If a Councilmember believes the Council has drifted from the agenda, such a call may be made. It does not require a vote, and when the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the Council to return to the agenda item properly before them.

- e) Withdraw a Motion. During debate and discussion of a motion, the maker of the motion on the floor may, at any time, interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Mayor may ask the person who seconded the motion if he or she wishes to make the motion, and any other Councilmember may make the motion, if properly recognized.

ADJOURNMENT

When the City Council has finished its business, the Mayor may declare the meeting adjourned.

MINUTES

Minutes of all proceedings of the City Council shall be kept by the City Clerk, or designee, and shall be entered in the official record of the Council. Minutes of the proceedings shall be open to public inspection, except those of closed sessions. Minutes shall be published in a newspaper of general circulation within fifteen (15) days of the Council meeting, as required by the Iowa Code. City Council policy does not require that minutes be recorded verbatim. Minutes record the essence of decisions made and of actions taken. Minutes shall show the date, time and place of the meeting, Councilmembers present, action taken, the results of each vote taken and information sufficient to indicate the vote of each Councilmember present.

Minutes of meetings and closed session recordings are retained as required by State law. Minutes of all meetings must be prepared by the City Clerk, or the City Clerk's designee, secretary of the board, committee or commission, or that body's staff liaison. A copy of all such minutes must be filed with the City Clerk's office. Upon approval by the board, committee or commission, written minutes constitute the official record of its activities. Personal notes or recordings made by the City Clerk for personal reference and convenience in preparing minutes shall not be considered part of the record and need not be preserved.

Additions and corrections to the minutes may be made only in public meetings, with the approval of the Council, and not by private request of individual Councilmembers.

Minutes of boards, committees and commissions are available on the City's website for viewing by the City Council and general public.

CREATION OF COMMITTEES, BOARDS AND COMMISSIONS

REMOVE all reference to boards and commissions and create Board & Commission Manual

Please refer to the Board and Commission Manual for more information. Any resident of Marshalltown may be considered a candidate for appointment to boards, committees and commissions. Applicants complete an application form stating their interests and background information. Appointments on boards, committees or commissions are announced by the Mayor at regular City Council meetings. Applications for these appointive positions are available at the City Clerk's office and on the City of Marshalltown's website. The completed applications are reviewed

by the Mayor, who recommends appointees to the Council. Final appointment is made by an affirmative vote of a majority of the City Council.

Purpose of Committees, Boards and Commissions.

As permitted by the Iowa Code and the Marshalltown Code of Ordinances, the Mayor and/or the City Council may create committees, boards and commissions to assist with such public duties as the Council may specify. All Councilmembers, the Mayor, City Administrator and City Attorney are welcome to attend any meeting of a committee, board or commission. Notice of committee, board and commission meetings will be given to the entire Council and the Mayor and posted for the public.

Any special or ad-hoc committee will be formally approved by the City Council. When a board, committee or commission is established by the City Council, the specific duties of the group are set forth in the ordinance or resolution which created it. An advisory body is limited to consideration of those matters specifically assigned to it. If a commission, board or committee determines its activities should be expanded beyond its existing authority, the commission, board or committee should formally request specific authorization from the City Council to consider the additional matters and to formulate recommendations accordingly.

Special committees shall report their findings and recommendations in writing. All recommendations shall be approved by a majority of the committee before presentation to the City Council as a whole, though a minority report and recommendation may likewise be made, and the Council shall consider both reports. Committees will make reports to the City Council as requested by the Council. All committee recommendations, decisions or proposed actions shall be subject to the final approval and adoption of the City Council. Upon submission of a final report to the City Council, the special or ad-hoc committee shall dissolve, unless tasked with additional work by the Council.

Special committees of the City Council shall be empowered to require the attendance of witnesses, and for that purpose, the chairperson of such committee is authorized to issue subpoenas. Subpoenas shall be provided to the Chief of Police, who shall immediately cause service of the same on the summoned individuals, in the usual manner required by law.

Membership and Selections.

Membership and selection of members shall be as provided by the Mayor and the City Council if not specified by the Code of Iowa or the Code of Ordinances. No committee so appointed shall have powers other than advisory to the City Council or the City Administrator, except as otherwise specified by the Code of Ordinances or the Code of Iowa. Members of boards, committees and commissions should be independent of the City Council, or other boards, committees and commissions, and of other governmental units, so they may exercise unbiased judgment in addressing the tasks and issues before them.

Gender Balance.

In 2009, the Iowa Legislature passed a law requiring appointive boards and commissions to be gender balanced by 2012, or as close as possible for boards and commissions with an uneven number of members. Only after making a good faith effort for 90 days to find sufficient volunteers to create

gender balance may the City proceed to fill positions in a manner which does not evenly balance boards and commissions.

Ineligible Appointments.

The following persons shall not be eligible for appointments to standing boards, committees or commissions of the City of Marshalltown:

- a) Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, aunt or uncle of a current City Councilmember.
- b) A current member of a comparable County board, committee or commission, unless dual or joint memberships are provided for in the ordinance, resolution or statute, which creates the board, committee or commission to which appointment is being made.

Council and Commission Effectiveness.

The City Council and all appointed advisory boards, committees and commissions are policy-oriented groups. The advisory groups operate as satellite units, which focus on particular concerns, issues or problems in the community. When an advisory board, committee or commission has an item on a City Council meeting agenda, a representative from that body shall be present at the City Council meeting. Similarly, when a member of any board, committee or commission addresses the City Council at a public meeting, he or she should always clearly state whether he or she is speaking on behalf of the advisory group or as an individual.

Interactions with City Council – Procedural Guidelines.

The City Council considers input and recommendations from a variety of sources in its decision-making process. Therefore, the Council may not always follow the specific recommendations of any one particular board, committee or commission in adopting policy or procedure. Once the Council has established its position, members of advisory groups may continue to have reservations or individual objections. As representatives of the larger group, however, members should remember they are expected to act in a manner consistent with the established policy and/or program as approved by the City Council.

Council Policy on Legislative Issues.

The City Council is ultimately responsible for establishing City policy and determines the public position of the City on legislative matters. Therefore, commissions, boards or committees shall not issue public statements on legislation pending before the City Council, unless said statements are reviewed and approved by the Council.

This policy is not intended to prevent advisory groups from carrying out their normal functions publicly and openly; rather, its purpose is to establish that boards, committees and commissions do not issue policy statements or take public positions which fall within the purview of the City Council.

Submitting a Formal Request for Consideration – Procedure.

In the event a board, committee or commission wishes to request the City Council endorse or approve a particular position or idea formulated by the board, committee or commission, said request should first be reflected in the minutes of the meeting of the board, committee or commission at

which the action was approved. Following such action, the board, committee or commission's secretary or staff liaison should submit a written request to the City Council, with a copy to the City Administrator's office for inclusion on the agenda of an upcoming Council committee or City Council meeting. In the interim, copies of the request will be made available to all Councilmembers. The communication should include the degree of urgency and a specific statement of the action requested.

Relations with the Public.

Councilmembers and members of appointed boards, committees or commissions are encouraged to maintain awareness of public opinion. Citizen input should be welcomed and heard at meetings, and members should be considerate of all interests, attitudes and differences of opinion. Members should be vigilant about maintaining not only the appearance, but also the principle of impartiality.

Conflicts of Interest.

To determine whether an applicant to a board, commission or committee has a conflict of interest, applicants should review Chapters 362.5, 362.6 and 403A of the Code of Iowa. Assistance is available from the City Attorney's office if applicants have questions about this matter.

In the event a City Councilmember determines that he or she has a direct, definite (demonstrable) conflict of interest regarding an issue before the Council, that conflict should be clearly stated at the beginning of Council deliberations. Councilmembers should consult the City Attorney, or private counsel of their own choosing, prior to deliberating or voting on a matter on which the Councilmember believes he or she may have a conflict of interest. The matter of what constitutes a "conflict of interest" is often misunderstood and misstated. People elected to public office are frequently motivated to seek office because of their personal interest in certain issues. The mere fact that their lives may generally be affected, either positively or negatively, by a decision of the City Council does not, by itself, create a conflict of interest. Rather, a legally significant conflict of interest stems from a conflict between a direct, definite and demonstrable personal interest of the Councilmember (particularly pecuniary, business or familial) and the judgment the Councilmember must exercise in the matter to be decided. Whether a conflict of interest exists can only be determined by applying the individual facts to the law. Again, Councilmembers should consult legal counsel if in doubt about a conflict of interest issue.

Another matter arises from time to time which may create the appearance of a conflict of interest. Elected officials are frequently solicited to join such organizations as the Chamber of Commerce, Marshall Economic Development, etc. Participation in these organizations results in an exchange of valuable information and views. Nevertheless, when such an organization takes a position in favor of or in resistance to a proposal pending before the City Council, at the very least the appearance of a conflict of interest exists. It may appear to the layperson that membership in the organization involved would create an irreconcilable conflict of interest. A case might be made that a City Councilmember has a conflict of interest while he or she is a member of an organization, if that organization appears before the City Council and takes an official position on an issue. Under such circumstances, it may be advisable for elected officials to abstain from voting on that issue. Again, consultation with legal counsel is advised.

City officers or employees are restricted by Iowa Code Section 362.5 with regard to direct or indirect benefits they may receive from any contract performed for the City. That Code section provides as follows: “A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work, or material, or the profits thereof, or services to be furnished or performed for the officers or employees of the City. A contract entered into in violation of this section is void.”

Gifts.

The State of Iowa covers restrictions of gifts in Iowa Code Chapter 68B. Any questions regarding the acceptance of gifts should be directed to the City Attorney.

The City Council feels it is important to recognize special achievements among its citizens and employees. For that reason, the Council has authorized the purchase of plaques, certificates and memorabilia for the purpose of distinguishing special service. City staff is authorized to purchase such materials as necessary to carry out this policy.

Communications between Staff, City Council and Advisory Groups.

The City Hall administrative staff report to the City Administrator and it is the City Administrator’s responsibility to direct and allocate staff time. Similarly, City Councilmembers and board, committee and commission members schedule their meetings so City staff may be available to carry out day-to-day business. The City Administrator will assign staff liaisons to assist boards, committees and commissions as necessary. Boards, committees and commissions meet regularly and, as a group, present their issues and concerns to the City Council through reports and recommendations.

Advisory groups will consider the recommendations and proposals of the City Administrator and City staff. If the board, committee or commission is not in agreement with the recommendations of the City staff, the City Administrator should describe any difference of opinion in writing to the City Council. Any differences of opinion may be discussed at the Council meeting.

Removal of Members of Boards and Commissions.

If the Mayor or the City Council wishes to remove an appointee, they shall follow the procedures required by State law or City Code.

Abolishment of a Board or Commission.

The abolishment or modification of a board or commission shall be done in accordance with applicable State law or City Code.

FISCAL MATTERS

Recommend removing this section as budget is addressed in the work session section on page 8.

The financial plan for the City’s operating revenues and expenditures plus capital improvements is prepared according to State law and specific guidelines provided by the City Administrator.

Departments develop capital projects deemed necessary according to requests from the City Council, boards, committees or commissions, the public, or the departments themselves. Any funds to be spent by boards, committees or commissions are budgeted in the financial plan of the department, which works with each respective body. Typically, a board, committee or commission that oversees

operations of a department (such as the Library Board of Trustees or Water Works) will review and approve its financial plan before it is submitted to the City Administrator.

The City Council will hold work sessions to review and finalize the entire financial plan. In accordance with State regulations, the proposed one-year budget is published in the local newspaper in general circulation, prior to a public hearing. The City Council simultaneously holds a public hearing on the entire financial plan and one-year budget and adopts them at the same time. The one-year budget is required by the State and must be adopted by March 15 of each year.

Purchasing Procedures.

For purchasing procedures for the City of Marshalltown, see the Purchasing Policy.

PART 2. PUBLIC PARTICIPATION IN MEETINGS

Move to beginning of the document

GENERAL

One of the goals of the City Council rules is to create an atmosphere of efficiency, fairness and maximum participation. It is the responsibility of the Mayor, the Councilmembers, City staff and members of the public to maintain common courtesy and decorum throughout any meeting.

Members of the public have the right to attend City Council meetings, subject to the need to maintain order and space limitations.

The City Council meeting space will, to the extent possible, be arranged so that all interested persons can observe the meeting and hear all Council discussions and votes.

The Mayor, Councilmembers, City staff and members of the public should speak one at a time in a civil and courteous manner so as to be heard by all persons in attendance.

All cell phones or other communication devices should be silenced during City Council meetings. No one should take a voice phone call during a Council meeting without first leaving the Council chambers and closing the chamber doors.

PUBLIC PARTICIPATION

All persons attending are asked to observe the following when speaking:

- a) Only persons recognized by the Mayor will be allowed to speak. During public hearings or at other allowable times, members of the public will not address items on the agenda unless and until recognized by the presiding officer.
- b) A person recognized to speak should approach the podium, state his or her name and address, and make his or her statement as briefly as is possible. Speaking times are limited to three (3) minutes.

- c) All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilmember specifically.
- d) A person recognized to speak should maintain a courteous and polite demeanor, as well as refrain from using inappropriate, combative, profane or abusive language, or attacking the character of City officials and employees in a personal manner.
- e) Persons may address the City Council for the reading of protests, petitions or communications relating to any matter over which the Council has jurisdiction. When anyone appears before the City Council stating he or she has a petition, the Mayor will accept the petition and the minutes will reflect that action. The Mayor and City Council are not permitted to respond to or engage in debate or discussion concerning subjects raised by members of the public which are not on the posted agenda.
- f) A person should not address the City Council about issues that are known to be within the responsibility of other City staff/officials and have not been previously presented to that responsible party.
- g) Persons should not engage other members of the public while addressing the City Council or engage individual Councilmembers in a discussion, except as permitted by the Mayor.

Councilmembers may, in their individual discretion, make themselves available to persons attending the meeting before or after the City Council meeting.

HANDLING REQUESTS DURING MEETINGS

The City Council may not take action on any matter not specifically posted on the agenda. However, City staff may note any request for immediate action by City staff or, if necessary, by the City Council at a later meeting.

PART 3. PUBLIC RECORDS AND OPEN MEETINGS LAW

PUBLIC RECORDS/OPEN RECORDS

Availability of public records is governed by the Iowa Open Records Law, Iowa Code Chapter 22.

OPEN MEETINGS LAW

The Iowa Open Meetings Law is addressed in Iowa Code Chapter 21.

**Remove as separate Part and
state statutory authority at
beginning of the document**

Table of Motions

Motion	Reference	Debatable	Amendable	Required Vote
To suspend the rules	Page 4	Yes	No	2/3 Council or unanimous of all present
To go into closed or exempt session	Page 8	Yes	No	2/3 Council or unanimous of all present
To change the order of business	Page 12	Yes	Yes	Majority of Council Members present
To approve a resolution	Page 13	Yes	Yes	Majority of all Council Members
To approve an ordinance reading	Page 13	Yes	Yes	Majority of all Council Members
To waive readings of an ordinance	Page 13	Yes	Yes	$\frac{3}{4}$ of all Council Members
To amend	Page 17	Yes	Yes	Majority of all Council Members
To postpone to a date certain	Page 17/18	Yes	Yes	Majority of all Council Members
To lay on the table	Page 17/18	No	No	Majority of all Council Members
To adjourn (prior to adjournment on agenda)	Page 17	No	Yes	Majority of all Council Members
To end debate (previous question)	Page 17	No	No	2/3 of all Council Members
To limit debate	Page 17	No	Yes	2/3 of all Council Members
To object to consideration	Page 17	No	Yes	2/3 of all Council Members
To refer to a committee	Page 18	No	Yes	Majority of all Council Members
To fix a time for adjournment	Page 18	No	Yes	Majority of all Council Members
To recess	Page 18	No	Yes	Majority of all Council Members
To reconsider	Page 18	No	No	2/3 of all Council Members