

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
SEPTEMBER 13, 2021, 5:30 PM

GO-TO MEETING: City Council Meeting Mon, Sep 13, 2021 5:30 PM - 7:30 PM (CDT)

Please join my meeting from your computer, tablet or
smartphone. <https://global.gotomeeting.com/join/897511005>

You can also dial in using your phone. United States: +1 (571) 317-3116 Access Code: 897-511-
005

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 08/23/21 AND 08/30/21 MEETING AND BILL LIST \$2,155,391.59**

Documents:

[2021-08-23 SIGNED Council Minutes.pdf](#)
[2021-08-30 SIGNED Council Minutes.pdf](#)
[2021-09-13_BILL LIST Summary.pdf](#)
[2021-09-13_BILL LIST Detail.pdf](#)

2. **Receipt Of Building Report - August 2021**

Documents:

[0821.pdf](#)

3. APPROVE LIQUOR LICENSE RENEWALS

- WALGREENS #03196
- CALVIN ROCKETT

4. RECEIPT OF OWNERSHIP UPDATE ON WALMART #581 LIQUOR LICENSE

Documents:

[2021-09-01 Ownership Update.pdf](#)

5. Police Officer New Hire Civil Service List

THE LIST WILL BE DISTRIBUTED AT THE MEETING.

6. RESOLUTION 2021-231 APPROVING MARSHALLTOWN FOOTBALL LEAGUE LEASE AGREEMENT FOR 2022-2024

Documents:

[09-13-2021_2021-231_Resolution Approving MFL Agreement.pdf](#)
[09-13-2021_2021-231_MFL Lease2021.pdf](#)

7. RESOLUTION 2021-232 APPROVING AN AGREEMENT FOR USE OF CITY PARKING LOT AND MAINTENANCE OF DUMPSTER ENCLOSURE WITH THE CHIEF TREMONT CORPORATION

Documents:

[Res for Parking Lot Dumpster Enclosure Lease.pdf](#)
[Tremont Agreement Dumpster Enclosure.pdf](#)

8. RESOLUTION 2021-233 APPROVING ENGINEERING SERVICES AMENDMENT #4 FOR THE IOWA RIVER TRAIL PHASE 3 PROJECT #TRL17001 AN INCREASE OF \$8,064.00

Documents:

[09-13-2021_2021-233_Resolution TRL17001 ResChange order.pdf](#)
[TRL17001 \(IRET\) - Amendment 4 to City.pdf](#)

9. RESOLUTION 2021-234 APPROVING SUPPLEMENTAL AGREEMENT NO. 3 TO THE AGREEMENT WITH BOLTON AND MENK FOR PROFESSIONAL SERVICES FOR THE EDGEWOOD EXTENSION FOR \$48,500

Documents:

[2021-09-13_2021-234_Resolution Approving Bolton Menk
Sup 3 for Edgewood Ext.pdf](#)
[Memo.pdf](#)
[Edgewood Amendment 3.pdf](#)

10. RESOLUTION 2021-236 DECLARING CERTAIN PROPERTY
SURPLUS PROPERTY AND AUTHORIZING SALE AND
DISPOSAL THEREOF OF A 2006 INTERNATIONAL DUMP
TRUCK, 2005 INTERNATIONAL DUMP TRUCK AND 1999
CHEVROLET DUMP TRUCK

Documents:

[2021-09-13_2021-236_Resolution Declaring Dump Trucks
Surplus.pdf](#)

11. RESOLUTION 2021-237 ORDERING CONSTRUCTION OF THE
ADA SIDEWALK REPAIRS PROJECT SWD20001, SETTING
PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2021-09-13_2021-237_SWD20001 Order Construction.pdf](#)
[SDW20001 ADA Sidewalk Repair Bidding Manual.pdf](#)
[SDW20001 ADA Sidewalk Repair Plans.pdf](#)
[SDW20001 Memo to Order Construction.pdf](#)
[SDW20001 OFFICIAL NOTICE OF HEARING AND
LETTING.pdf](#)

12. RESOLUTION 2021-238 SETTING DATE FOR PUBLIC HEARING
AND ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A
GENERAL OBLIGATION LOAN AGREEMENT AND TO BORROW
MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$9,600,000

Documents:

[2021-09-13_2021-238_Set Hrg GO CP LA FINAL UPDATE
\(Marshalltown 422742-45\)-v4.pdf](#)
[Memo on 2021 GO Bond.pdf](#)
[21 Marshalltown GO Bond Sale Timeline UPDATED.pdf](#)

G. RESOLUTIONS

1. RESOLUTION 2021-239 ADOPTING A REVISED COUNCIL
MANUAL FOR THE CITY OF MARSHALLTOWN

Documents:

[Res Adopting Revised Council Manual.pdf](#)
[2021 City Council Manual.pdf](#)

2. RESOLUTION 2021-240 AUTHORIZING THE CITY TO SUBMIT AN U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HEALTHY HOMES PRODUCTION GRANT

Documents:

[2021-09-13_2021-240_RES_Approving HUD Healthy Homes Grant Application.pdf](#)
[2021-09-13_2021-240_MEMO_HUD Healthy Homes Grant Application.pdf](#)

3. RESOLUTION 2021-241 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR THE DEVELOPMENT A MASTER PLAN FOR RIVERVIEW PARK

Documents:

[2021-09-13_2021-241_Resolution for Riverview Park Master Plan.pdf](#)
[2021-05-18 Riverview Park - Conceptual Master Plan PR.pdf](#)

4. PUBLIC HEARING ON PROPOSAL TO ENTER INTO AN AMENDED LOAN AND DISBURSEMENT AGREEMENT

1. RESOLUTION 2021-242 AUTHORIZING AND APPROVING AN AMENDED LOAN AND DISBURSEMENT AGREEMENT AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$3,646,000 SEWER REVENUE IMPROVEMENT AND REFUNDING BONDS, SERIES 2021A

Documents:

[2021-09-13_2021-242_Resolution 2nd Half Hrg and Iss Sewer Rev Rfdg WRR \(Marshalltown 44 2021\)-v1.pdf](#)
[2021-09-13_2021-242_Bond WRR \(Rev\) \(Marshalltown 44 2021\)-v1.pdf](#)
[2021-09-13_2021-242_FDC \(Rev\) \(Marshalltown 44 2021\)-v1.pdf](#)
[2021-09-13_2021-242_First Amendment to LDA \(Rev\) \(Marshalltown 44 2021\)-v1.pdf](#)
[2021-09-13_2021-242_Repayment Schedule - WRR \(Marshalltown 44 2021\)-v1.pdf](#)

H. **ORDINANCES**

1. Ordinance 15023 Amending Ordinance No. 15018 Providing For The Division Of Taxes Levied On Taxable Property Designated As Section A Of The Marshalltown Urban Renewal Area No. 6, Pursuant To Section 403.19 Of The Code Of Iowa

FIRST READING

Documents:

2021-09-13_15023 ORDINANCE TIF Ord correction of legal description.pdf
2021-09-13_ORDINANCE 15023 Proceedings TIF Ord 1 cons (correct legal) (Marshalltown 42 2021)-v1.pdf
Memo Revised TIF Ordinance UR Area 6.pdf

1. MOTION TO WAIVE THE SECOND AND THIRD READINGS OF ORDINANCE 15023
2. ORDINANCE 15024 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN TO REMOVE REFERENCES TO THE BOARD OF ELECTRICAL EXAMINERS
FIRST READING

Documents:

2021-09-13_ORDINANCE 15024 Remove Ref to Board of Electrical Examiners.pdf

I. **DISCUSSION**

1. Request For Funding For The Marshalltown Arts And Culture Master Plan

Documents:

Alliance - Request to City Council - 9.13.21 final.pdf
Memo Arts and Culture Master Plan.pdf

2. Discussion - City Hall Hours Change

Documents:

2021-09-13_DISCUSSION_Memo City Hall Hours Change.pdf

3. Request To Vacate Alley West Of 906 Jackson Street

Documents:

David Storjohann Request.pdf
Memo on Alley Vac.906 Jackson.pdf

4. Discussion Of Dissolution Of The Human Rights Commission

Documents:

Human Rights Commission Memo.pdf
Chapter 94 Human Rights Commission.pdf

J. **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.

K. **CLOSED SESSION - REAL ESTATE**

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

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
August 23, 2021

Mayor Greer called the meeting to order at 5:30 PM, August 23, 2021, at the City Hall Council Chambers, 10 W State Street and led the pledge of allegiance. Roll call—Present: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin. Chief Tupper presented 10 years of service to Dan McCready and recognized Sgt Casee Veren for 15 years of service and Officer David Powell for 25 years of service. Jessica Kinser, City Administrator, announced that the Veteran's Memorial Coliseum project has advanced to the next bracket for the Iowa League of Cities, People All-Star Award. Everyone is encouraged to vote for our project.

CONSENT AGENDA

City Clerk, Alicia Hunter, noted that page 2 of the 8/9 minutes was not included in the agenda packet however it was published correctly and provided to those at the meeting. Motion by Ladehoff, second by Isom to adopt the consent agenda: APPROVE MINUTES 08/09/21 MEETING AND BILL LIST \$2,227,917.30; APPOINT CHAD HAMMAR TO THE LIBRARY BOARD; APPROVE TREE TRIMMER LICENSE-TOP NOTCH; RECEIPT OF BUILDING PERMIT REPORT, JULY 2021; RESOLUTION 2021-218 TO APPROVE THE CODE BUILDING UPGRADE GRANT APPLICATION FOR THE SECOND STORY AT 207 E. MAIN STREET, MARSHALLTOWN, IOWA; RESOLUTION 2021-219 TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE THE FACADE GRANT WORK FOR 4 EAST MAIN STREET; RESOLUTION 2021-220 APPROVING A 5-YEAR AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE AND REPAIR OF PRIMARY ROADS IN MUNICIPALITIES; RESOLUTION 2021-221 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2021 CHEVROLET SILVERADO 1500 FOR THE PRICE OF \$20,875.50 AND A 2022 CHEVROLET SILVERADO 3500 HD FOR THE PRICE OF \$29,523.44 FROM KARL CHEVROLET FOR USE IN THE SEWER DEPARTMENT; RESOLUTION 2021-222 IN SUPPORT OF MARSHALLTOWN CENTRAL BUSINESS DISTRICT'S MAIN STREET IOWA CHALLENGE GRANT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR 32-34 WEST MAIN STREET- HOPKINS BUILDING; RESOLUTION 2021-223 AUTHORIZING A CONTRACT WITH US METAL BUILDERS FOR \$360,000 FOR DERECHO REPAIR WORK AT THE AIRPORT. Motion carried 7-0.

MOTIONS

Motion by Isom, second by Gowdy to APPROVE BEER GARDEN AND RESOLUTION 2021-224 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE 13TH DISTRICT HARVEST MARKET 9/9-9/10/21. Motion carried 6-1, Hoop dissenting.

Motion by Martin, second by Ladehoff to APPROVE THE 13TH STREET DISTRICT 5-DAY LIQUOR LICENSE FOR THE HARVEST MARKET 9/9-9/10/21. Motion carried 6-1, Hoop dissenting.

Motion by Isom, second by Gowdy to APPROVE THIRSTY PIGS LLC 5-DAY LIQUOR LICENSE FOR OKTEMBERFEST 9/24-9/26/21. Motion carried 6-1, Hoop dissenting.

Motion by Isom, second by Ladehoff to APPROVE NEW LIQUOR LICENSE FOR GOLDEN LAND ASIAN FOOD GROCERY STORE. Motion carried 6-1, Hoop dissenting.

RESOLUTIONS

Motion by Isom, second by Martin to adopt RESOLUTION 2021-225 AUTHORIZING THE CITY OF MARSHALLTOWN TO APPROVE THE SUBMISSION OF A WATER RESOURCES RESTORATION PROJECT APPLICATION FOR CLEAN WATER SRF WATER RESOURCES RESTORATION SPONSORED PROJECT FUNDS. Justin Nickel, Public Works Director advised these funds are essentially a 0% loan for sanitary rehabilitation projects. We intend to borrow State Revolving Funds for the WPCP headworks rehab project. The sponsored project is to be determined. Motion carried 7-0.

Motion by Wirin, second by Gowdy to adopt RESOLUTION 2021-226 TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO AN AMENDED SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,790,000. Diana Steiner, Finance Director advised this is adding on the \$290,000 sponsored project to the \$3.5M manhole and point repair project and refinancing them into the same loan without paying interest on the sponsored project. Motion carried 7-0.

Mayor Greer opened a public hearing at 5:48 pm for THE CDBG FACILITIES & SERVICES APPLICATION FOR THE MICA MARSHALL COUNTY SERVICE CENTER. Clarissa Thompson, Executive Director, Mid Iowa Community Action advised this grant application will be used to renovate 204 S 1st Ave which will house all MICA services. Marty Wymore, Region 6 Resource Partners advised this is a \$1,729,068 project and the grant application is for \$880,000. Mayor Greer closed the public hearing at 5:52 pm. Motion by Ladehoff, second by Wirin to adopt RESOLUTION 2021-227 TO APPROVE THE CDBG FACILITIES & SERVICES APPLICATION FOR THE MICA MARSHALL COUNTY SERVICE CENTER. Motion carried 7-0.

Mayor Greer opened a public hearing at 5:53 pm for THE CDBG UPPER STORY APPLICATION FOR THE WILLARD PROPERTY, LLC PROJECT. Marty Wymore, Region 6 Resource Partners, advised this a federal grant application of \$550,000 for the residential rehabilitation of 36 W Main St. Mayor Greer closed the public hearing at 5:56 pm. Motion by Gowdy, second by Isom to adopt RESOLUTION 2021-228 TO APPROVE THE CDBG UPPER STORY APPLICATION FOR THE WILLARD PROPERTY, LLC PROJECT. Motion carried 7-0.

Motion by Wirin, second by Gowdy to adopt RESOLUTION 2021-229 PLEDGING FINANCIAL SUPPORT IN THE FORM OF TAX INCREMENT FINANCING TO MHS PROPERTIES LLC FOR THE RENOVATION OF THE WILLARDS BUILDING. Jessica Kinser, City Administrator, advised because of the CDBG federal application for funding, this project is not eligible for the Main Street Challenge grant however the Hopkins Building will be eligible. The funding has shifted but the total remains the same on the project as a whole. Motion carried 7-0.

ORDINANCES

Motion by Isom, second by Gowdy to adopt the first reading of ORDINANCE 15022 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CHAPTER 35 COUNCIL MANUAL. Jessica Kinser, City Administrator, advised this was adopted by resolution in 2017 and was then added to the code when it was recodified in 2018. Removing it from the code will allow the flexibility to amend as needed. Roger Shoell, City Attorney, advised the validity of the document is not affected if it is not reviewed every 2 years. Motion carried 7-0.

Motion by Martin, second by Gowdy to waive the second and third reading of ORDINANCE 15022 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CHAPTER 35 COUNCIL MANUAL. Motion carried 7-0.

DISCUSSION

Jessica Kinser, City Administrator, presented discussion on the disposal of dangerous and dilapidated properties. She has been approached by 2 people that would like to purchase a property and complete the demolition. The council supports this by putting out an RFP to identify a sale price, which will most likely be reduced since we are not paying for demolition. A contract would be issued to ensure demolition is completed by a certain date and demolition permits are obtained. This process would allow adjacent property owners to put a garage on the lot prior to demolition which would remain on the tax roll. This would be evaluated on a case by case basis, not a policy change. Another scenario discussed is splitting small lots for adjacent property owners to purchase. CGA estimates the cost to be \$1,000 for the survey which would be reimbursed by the purchasers. Purchasers would be required to sign an Affidavit of Non-Severability. Jessica will bring these forward for review when applicable.

Jessica Kinser, City Administrator, presented the revised council manual. The motion to appeal will be made to the parliamentarian, not the Mayor. Public comment will be revised to remove response to subject matter concerning an item on the posted agenda during public comment. Councilor Thompson proposed changing speaking times from 3 to 5 minutes. Motion by Wirin, second by Martin to keep the speaking time limit at 3 minutes. Motion carried 5-2, Ladehoff and Thompson dissenting. Motion by Isom, second by Thompson to remove all references to "discretion of the presiding officer" when pertaining to public comment. Motion carried 5-2, Isom and Martin dissenting.

Jessica Kinser, City Administrator, advised the maximum general obligation borrowing amount has been adjusted to \$9.45M. Changes to the borrowing list include funding the Riverview Park Master Plan with LOST, reducing dangerous and dilapidated buildings to \$1.05M, reducing State Street project to \$3.5M, reducing the Downtown Implementation to \$3.5M, and removing the 6th Street Trail project. The finalized borrowing list will go to the city financial advisor and bond counsel to begin borrowing procedures. \$2.85M of American Rescue Plan funds will be committed to the Edgewood Extension Stormwater project and phase 1 of the State Street project.

PUBLIC COMMENT

Jerry Engle, the owner of Big 8 Tyre Center, requested an update on the Marshalltown Lofts project. City staff will contact him to discuss.

CLOSED SESSION

Motion by Wirin, second by Gowdy to go into a closed session pursuant to Section 21.5, subsection (1), paragraph (c), of the Code of Iowa, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Motion carried 7-0 and the Council entered closed session at 6:58 pm. Motion by Thompson, second by Isom to return to open session. Motion carried 7-0 and the Council returned to open session at 7:13 pm. Roll call—Present in person: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin. Motion by Thompson, second by Wirin for the City Administrator to proceed as discussed in closed session. Motion carried 7-0.

Motion by Thompson, second by Wirin to go into a closed session pursuant to Section 21.5, subsection (1), paragraph (c), of the Code of Iowa, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Motion carried 7-0 and the Council entered closed session at 7:15 pm. Motion by Thompson, second by Wirin to return to open session. Motion carried 7-0 and the Council returned to open session at 7:47 pm. Roll call—Present in person: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin. Motion by Thompson, second by Gowdy for the City Administrator to proceed as discussed in closed session. Motion carried 7-0.

The meeting adjourned at 7:48 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

COUNCIL PROCEEDINGS
August 30, 2021

In the absence of Mayor Greer, Mayor Pro-tem Wirin called the meeting to order at 4:30 PM, August 30, 2021, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Gowdy, Hoop, Isom (by phone), Thompson, Wirin. Absent: Ladehoff, Martin.

RESOLUTIONS

Motion by Gowdy, second by Thompson to adopt RESOLUTION 2021-230 APPROVING CHANGE ORDER 2 TO THE 2021 PHASE 2 DEMOLITION CONTRACT WITH LANSING BROTHERS CONSTRUCTION CO. INC., AN INCREASE OF \$47,250. Michelle Spohnheimer, Housing & Community Development Director, advised this change order is for the demolition of two newly acquired properties at 204 N 1st Ave and 310 N 5th St. Lansing Construction will begin demolition next week. Motion carried 5-0.

The meeting adjourned at 4:36 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 09/13/21

Advertising

Lynch.Dallas.PC/1 82.86

Buildings/Improvements

Great.Wstrn.Bnk/6 1,665.36

Woodman.Control/1 4,250.00

Consulting & Professional Fees

Bernie.Lowe/1 12.12

Bernie.Lowe.Asc/1 416.38

CGA.Assoc/6 39,273.75

Cox Comm/1 50.00

CreditOneBankNA/1 78.45

Great.Wstrn.Bnk/1 98.50

Iowa.One.Call/2 280.60

Kendig Keast/1 2,340.00

Lynch.Dallas.PC/1 540.00

TotalAdmin.Serv/1 250.00

Contracts

Air.Clean.Tech/1 722.20

Aramark.Unfrm/1 26.30

ARL/1 4,333.33

AVERY,L/1 5,490.00

Backflow.Preven/2 375.00

BDH/12 6,121.24

Bisek Family En/1 3,425.00

Blake, Tom/1 15,360.00

Calhoun-Burns/2 4,064.74

Central.Square/2 720.00

Chamber.Commerc/2 93,482.70

Concrete.Profes/1 164,957.29

Construct/2 78,940.25

Controlled.Acce/2 79.00

Fisher.Comm.Ctr/1 8,333.33

Gentry,S/1 27,450.00

Great.Wstrn.Bnk/10 839.06

HANSEN,J/3 1,851.00

Hawkeye.Truck/1 5,370.00

I.C.A.P./2 1,462.29

IA.Pump.Works/1 5,804.41

Iowa.One.Call/1 21.60

Koch.Office/1 30.62

Lynch.Dallas.PC/4 4,528.00

M.C.S.D./4 2,554.73

Marsh.Co.Landfi/2 79.40

Martin, Patti/2 108,854.16

Mobotrex.Inc./1 4,800.00

Precision.Midwt/1 34,752.04

Premier.Equip/1 48.40

Push.Pedal.Pull/2 239.00

Region 6/1 2,104.05

SAFETY.KLEEN/3 1,703.85

Schendel.Pest.C/2 105.00

Servicemaster/1 1,210.05

Sign.Creations/1 921.00

Stone.Sanit/7 1,639.26

Tyler.Technolog/2 4,294.16

Veenstra&Kimms/1 534.00

Vieth.Construct/1 537,262.43

Witmer.Public.S/1 362.17

Woodruff.Constr/1 27,259.30

Xerox.Corp/1 35.65

Equipment

Construct/1 23,371.16

Wenthold Excav/1 7,139.90

Library Books

Great.Wstrn.Bnk/10 268.84

Medical

Bernie.Lowe/1 355.52

Cripps, Lynn/1 16.30

HARTFORD.ACCTS/1 6,667.85

Health.Partners/2 50,646.99

McFarland.Cl/4 252.56

Occ.Med.Plus/2 473.00

Payroll.Net

Payroll/1 309,789.35

Refund/Reimbursed

Bunn, Sami/1 38.50

Fricke,C/1 78.23

GOODING.B/1 876.61

Great.Wstrn.Bnk/8 47.84

Guevara, Ana/1 194.04

Health.Partners/1 -421.09

Lewis, Rachele/1 20.00

Menards/3 -11.30

Miller,G/1 39.27

Rider, Matt/1 330.00

Villeda,C/1 38.41

Rents/Leases

Ackley.Housing/3 485.00

ALCALA,R/1 181.00

AMES,STEVEN/22 6,412.00

Barnes,L/1 217.00

BJ&J.LLC/1 254.00

BLOOD,A/2 729.00

Borota,K/2 592.00

BOULDER.COOP.HS/3 953.00

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

BILL LIST 09/13/21

CIRSI/9	775.00	Palisade.Holdng/1	206.00
CMHC.INVEST/1	247.00	Pilot.Creek/1	152.00
D.D.Rentals/2	954.00	Pizano, Serio/1	498.00
DC Brown Rental/1	207.00	Premier.RE.Mgmt/8	4,273.00
Eakin,R/1	209.00	PremierIowaCity/6	1,475.00
ECKLOR,S/3	759.00	RD.Toledo,LLP/2	785.00
Elwayne.Inc./3	904.00	Ream,AJ/1	415.00
Engel, Drew/1	184.00	Reed,T/6	2,388.00
EPM IA LLC/2	541.00	River.Birch/7	3,044.00
Etter, W/1	482.00	River.Oaks/8	3,296.00
Eubanks,C/3	818.00	Rush,R/1	265.00
Ferneau, Gary/1	585.00	S.E.Invst/1	650.00
Frese.Propts/3	817.00	Schmidt,M/3	213.00
Friendly.Valley/2	271.00	SCOTT,L/1	434.00
Gonzales,G/1	551.00	SESKER,R/1	182.00
Gorrell, Joseph/1	432.00	Specht,G/1	259.00
Gossard.Mobile/1	284.00	Squire,B/1	191.00
Grant.Park.LLC/17	4,241.00	SS & R Prop/1	126.00
Gray,D/2	1,121.00	Steelsmith,G/3	937.00
Hala,J/3	862.00	Sunrise.Apt/1	138.00
HARRIS,T/1	324.00	Swiff, Scott/1	370.00
Hatch,J/1	475.00	Switzer,T/1	555.00
Hatch,R/5	1,906.00	Tallcorn.Tower/24	6,284.00
HESSENIUS,R/2	274.00	Titus,T/1	364.00
Hilltop.Village/5	768.00	TOWN.APARTMENT/3	363.00
HOBSON,W/1	154.00	VC.Investment/8	1,607.00
Hodges,K/1	294.00	Weatherly.Erin/2	954.00
Hsg.St.Cloud/1	462.00	Worent.Inc/4	1,076.00
HUBBARD.MAPLE/2	363.00	Worsfold Farm/1	364.00
Ibarra,S/1	143.00	ZMOLEK,M/1	250.00
JBI.COOP.Assn/3	797.00	Service/Repairs	
JDL.Rental.Coop/1	845.00	AAA.Septic/1	235.00
Johnson,S/1	550.00	AJ.BODY.SHOP/1	1,410.50
Judge,M/6	2,184.00	Aponte,M/1	27.00
Klinefelter,R/1	450.00	Arnold.Motor.Su/2	44.10
Kramer,M/1	119.00	Century.Link/5	324.40
LAWSON,R/2	284.00	Devig,T/1	2,790.00
Lawthers.Prop.M/1	257.00	Engineered.Equi/1	1,885.96
LBO Investments/1	360.00	Gale-Hazen,K/1	675.00
Lopez, Jaime/1	370.00	Great.Wstrn.Bnk/36	11,275.71
LUENSE,B/7	2,768.00	Grewell Lawn/1	375.00
Mansager, C/1	305.00	Hansen,S/2	1,909.00
Manship,W/1	755.00	Hartwig.Plmbg/1	114.00
Marion.Manor2/1	559.00	Hogeland.Auto.P/1	100.00
Marshalltown.Sr/4	1,094.00	Hsg.St.Cloud/1	42.15
Miller,P/1	143.00	Hutchens, Laura/1	46.00
Moore, Michelle/1	583.00	IA.Dept.Insp.Ap/1	150.00
Mtwn/Westown/23	5,685.00	IA.Pump.Works/1	3,264.20
MURPHY,P/1	188.00	ISWEP/1	4,390.00
Nelson,L/2	610.00	Jensen.Inc/1	575.00
North.Tama.Hsg/2	307.00	Johnson,Alesha/1	31.00
Oetker,D/3	669.00	Kiwanis.PM/1	825.00
Optimal Life/1	34.00	LARRY'S.TOWING/1	75.00

BILL LIST 09/13/21

Lynch.Dallas.PC/1	570.00	Nebraska Air/1	441.86
Manneh, Nancy/1	43.00	Northern.Lights/6	1,976.98
Marchant,Steph/1	7.00	Nutrien.Ag.Sol/2	516.00
Marco.Holdings/1	71.32	Office.Express/4	790.46
Mary Greeley/2	805.00	Ohalloran.Inter/10	229.30
McAtee.Tire/2	348.00	Perkin.Elmer./1	770.00
Mello, Allison/1	29.00	Plumb.Supply/1	599.00
Moran-Million,J/1	33.00	Precision.Dynam/1	211.39
Mtwn.Wtrwrks/5	8,927.48	Premier.Equip/1	165.91
Murphy.Tractor./1	400.00	Racom.Corp/2	730.00
Ohalloran.Inter/1	388.80	Sandry.Fire.Sup/1	58.15
Premier.Equip/1	110.00	SE.Jones.Indust/2	573.50
Racom.Corp/1	840.00	Shetler,D/1	24.00
Rodisch, Sara/1	21.00	STAPLES/2	436.92
Saenz,Mary/1	31.00	Thiesens.Supply/3	120.70
Schmudlach,Cody/1	10.00	Titan.Machinery/1	31.75
Sierra, Glorivy/1	34.00	Tri.State.Lock/2	104.00
Squires,Chris/1	40.00	Vajgrt.R/1	183.18
Thomas, Earl/1	7.00	Van.Meter.Inc/1	5,254.31
Verizon.Wireles/1	93.71	Witmer.Public.S/2	4,399.86
Werner,Jessica/1	13.00		
Wilson, Ranae/1	13.00	Travel/Training	
WRH Inc/1	159,431.72	Fire Serv Trn/1	75.00
Supplies/Parts		Great.Wstrn.Bnk/5	8,139.45
Alex.Air.Appar./1	170.00	Hillers,C/1	10.00
Arnold.Motor.Su/46	1,385.47	Hunt,T/1	26.75
Atlantic.Bottli/2	1,355.31	Sheets, Stephen/1	34.86
BDH/1	84.00	Veren,C/2	93.55
Biller.Press/1	1,156.03	Utilities	
Bowermaster,D/1	45.04	Alliant.Energy/75	42,428.10
C.H.McGuinness/1	629.19	I.R.U.A./2	309.72
Cessford.Constr/2	1,620.02	Mtwn.Wtrwrks/1	326.85
City.Laundering/6	430.92	WoodRiver.Enrgy/2	1,809.04
Clemons.Inc./1	83.34	Wage Assignment	
Cntrl.IA.Farm/3	420.97	American.Educa./1	64.41
Concrete/2	1,635.17	Collection.Svs./5	1,441.11
CORE.MAIN.LLP/1	1,074.81	Colonial.Life/2	425.50
Crop.Rite.Inc/1	800.00	Family Sup Pay/1	152.31
Eagle Engraving/1	44.95	Fidelity.Securt/2	443.93
EBS.Scantracker/1	52.50	I.M.W.C.A/1	7,788.00
Ed.M.Feld.Eq/1	170.00	I.R.S./6	86,702.92
Gillig.LLC/2	1,184.39	IA.Treasurer/3	18,195.00
Graymont.Lime/1	5,029.00	ICMA457Mission/10	14,943.31
Great.Wstrn.Bnk/142	20,998.97	TotalAdmin.Serv/6	7,625.20
HUPP.ELECTRIC.M/1	1,836.00	Total/976	2,155,391.59
HyVee.Accts/16	502.33		
Jensen.Inc/1	40.99		
Keystone.Lab/1	64.00		
McAtee.Tire/2	332.95		
Menards/13	1,124.81		
Midland.Scienti/6	1,940.46		
Mobotrex.Inc./1	1,500.00		
Napa.Auto/2	59.63		

BILL LIST 09/13/21

Account Number	Vendor Name	Description (Item)	Amount
001.1010.4875.000	MENARDS	Police dept rebate	\$ (4.00)
001.1010.5132.000	GREAT WESTERN BANK	LEG SHROUD BOWERMASTER	\$ 62.09
001.1010.5132.000	GREAT WESTERN BANK	GUN HOLDER BOWERMASTER	\$ 160.49
001.1010.5132.000	GREAT WESTERN BANK	work shoes BOWERMASTER	\$ 64.95
001.1010.5132.000	GREAT WESTERN BANK	GUN HOLDER WOLKEN	\$ 45.52
001.1010.5132.000	GREAT WESTERN BANK	HOLSTER AND HANDCUFF HOLDER WOLKEN	\$ 109.37
001.1010.5132.000	Shetler, Dennis	PD patches sewn on	\$ 24.00
001.1010.5151.000	Mary Greeley Medical Center	physical and or immunization	\$ 769.00
001.1010.5151.000	Mary Greeley Medical Center	physical and or immunization	\$ 36.00
001.1010.5230.000	Cox Communication	#21-70.179.182.125	\$ 50.00
001.1010.5230.000	Credit One Bank NA	WICKLIFF /IFIF001258 subpoena	\$ 78.45
001.1010.5230.000	GREAT WESTERN BANK	INTEL REQUESTS	\$ 98.50
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
001.1010.5359.000	LARRYS TOWING & TIRE SERVICE	Tow PD 505	\$ 75.00
001.1010.5359.000	LHOGELAND AUTO PLAZA LLC	Tow PD 547	\$ 100.00
001.1010.5360.000	GREAT WESTERN BANK	PD postage	\$ 17.99
001.1010.5360.000	GREAT WESTERN BANK	PD postage	\$ 12.96
001.1010.5410.000	RACOM CORPORATION	PD 513 service on tablet	\$ 840.00
001.1010.5450.000	GREAT WESTERN BANK	Cell phone	\$ 99.32
001.1010.5451.000	GREAT WESTERN BANK	PD air cards	\$ 835.57
001.1010.5460.000	GREAT WESTERN BANK	HILLERS-Armorer training 11/29-30	\$ 450.00
001.1010.5460.000	GREAT WESTERN BANK	HUNT-Highway Traffic conf 8/3-8/4	\$ (123.00)
001.1010.5460.000	GREAT WESTERN BANK	DEHL SRO school 7/26/21	\$ 520.00
001.1010.5460.000	GREAT WESTERN BANK	ROUSH- SRO school 7/26/21	\$ 520.00
001.1010.5460.000	GREAT WESTERN BANK	JONES -10 day Natl Emergency conf meals	\$ 573.29
001.1010.5460.000	GREAT WESTERN BANK	BOWERMASTER - Tactical Conf 9/12-9/17	\$ 549.00
001.1010.5460.000	GREAT WESTERN BANK	SHEETS- Tactical conf 9/12-9/17	\$ 479.00
001.1010.5462.000	VEREN, CASEE D	parking for Governors Highway Conf	\$ 55.64
001.1010.5464.000	HILLERS, CHAD A	ILEA training meal	\$ 10.00
001.1010.5464.000	HUNT, TANNER	meals 8/2 and 8/3	\$ 26.75
001.1010.5464.000	Sheets, Stephen	meals 8/2 and 8/3 Governor's conf	\$ 34.86
001.1010.5464.000	VEREN, CASEE D	meals 8/2 and 8/3 for Governors Safety Conf	\$ 37.91
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 516 battery and core	\$ (200.93)
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD #513 brakes and belts	\$ (158.63)
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD engine oil filter	\$ 4.09
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD engine oil filter	\$ 4.09
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	oil filter for Task Force van	\$ 8.17
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 521 acrylic black tape	\$ 44.76
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD Mobil oil	\$ 92.26
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 522 ignition coil	\$ 93.67
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 516 battery and core	\$ 196.91
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 521 engine mount, torque strut, transmiss mount	\$ 239.35
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 522 spark plugs and ignition coil	\$ 355.84
001.1010.5565.000	RACOM CORPORATION	PD 513 service on tablet	\$ 650.00
001.1010.5570.000	BOWERMASTER, DANE M	fuel during case TF21-00014	\$ 45.04
001.1010.5600.000	GREAT WESTERN BANK	operating supplies BUG SPRAY	\$ 139.92
001.1010.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES shoe cleaner and scraper brush	\$ 39.98
001.1010.5600.000	GREAT WESTERN BANK	impound bldg water inlet repairs	\$ 27.47
001.1010.5600.000	GREAT WESTERN BANK	GLOVES AND LEAF BAGS	\$ 7.16
001.1010.5600.000	GREAT WESTERN BANK	PD ANTIFREEZE, STAPLES, 60 HANDLE	\$ 36.36
001.1010.5600.000	GREAT WESTERN BANK	PD weed killer and sprayer	\$ 63.98
001.1010.5600.000	OFFICE EXPRESS	PD glass cleaner, bathroom cleaners	\$ 115.84
001.1010.5600.000	OFFICE EXPRESS	PD toilet tissue, papertowels	\$ 284.57
001.1010.5600.000	Precision Dynamics	U-bands -IDenticards	\$ 211.39
001.1010.5601.000	GREAT WESTERN BANK	PROMOTIONAL ITEMS FOR COMMUNITY OUTREACH	\$ 119.99

001.1010.5601.000 GREAT WESTERN BANK	promo items community outreach	\$	119.99
001.1010.5703.000 GREAT WESTERN BANK	DESKTOP HARD DRIVE STORAGE	\$	139.00
001.1010.5718.000 OFFICE EXPRESS	PD - step stool	\$	67.01
001.1010.5718.000 RACOM CORPORATION	surveillance ear pieces	\$	80.00
001.1010.5980.000 Rider, Matt	Kickboxing event reimb	\$	330.00
001.1030.5481.000 ALLIANT ENERGY	Tornado siren	\$	21.57
001.1030.5481.000 ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$	100.00
001.1050.4875.000 MENARDS	Fire dept rebate	\$	(1.47)
001.1050.5132.000 Eagle Engraving Inc	commendation bars for uniforms	\$	44.95
001.1050.5344.000 PUSH PEDAL PULL	preventative maintenance and battery	\$	194.00
001.1050.5344.000 PUSH PEDAL PULL	preventative maintenance and battery	\$	45.00
001.1050.5450.000 GREAT WESTERN BANK	First net data & phones	\$	407.99
001.1050.5470.000 Fire Services Training Bureau	NFA executive skills series training	\$	75.00
001.1050.5470.000 GREAT WESTERN BANK	training seminar	\$	20.00
001.1050.5470.000 GREAT WESTERN BANK	Leadership Training and Coaching 2021	\$	7,500.00
001.1050.5565.000 ARNOLD MOTOR SUPPLY LLP	Ladder 175 battery deposit credits	\$	(192.00)
001.1050.5565.000 ARNOLD MOTOR SUPPLY LLP	Fire dept engine brite, degreaser, brake cleaner	\$	89.51
001.1050.5565.000 GREAT WESTERN BANK	distilled water for vehicle batteries	\$	9.90
001.1050.5565.000 GREAT WESTERN BANK	vehicle wheel chalk	\$	19.99
001.1050.5570.000 GREAT WESTERN BANK	lawn mower gas	\$	17.36
001.1050.5600.000 ALEX AIR APPARATUS INC	Fire Dept Class A 5 gallon pails	\$	170.00
001.1050.5600.000 GREAT WESTERN BANK	gas can for lawn mower	\$	41.92
001.1050.5600.000 GREAT WESTERN BANK	LED lights for steam showers at Fire Dept	\$	72.74
001.1050.5600.000 GREAT WESTERN BANK	lawn mower gas	\$	25.53
001.1050.5600.000 GREAT WESTERN BANK	towels for Fire station	\$	89.33
001.1050.5600.000 MENARDS	Fire Dept tool for new fire apparatus	\$	602.22
001.1050.5600.000 STAPLES BUSINESS CREDIT	Fire dept hand soap and Tide	\$	331.93
001.1050.5630.000 GREAT WESTERN BANK	EMS face masks	\$	131.50
001.1050.5630.000 GREAT WESTERN BANK	EMS oxygen tubing	\$	57.40
001.1050.5630.000 GREAT WESTERN BANK	latex gloves for EMS	\$	737.96
001.1050.5718.000 ED M FELD EQUIPMENT CO INC	Fire dept rescue equipment	\$	170.00
001.1050.5718.000 SANDRY FIRE SUPPLY LLC	Fire equipment	\$	58.15
001.1050.5718.000 STAPLES BUSINESS CREDIT	paper cutter	\$	104.99
001.1050.5718.000 Witmer Public Safety Group Inc	Tools for new Fire truck	\$	4,584.86
001.1070.5342.000 Veenstra & Kimms Inc	Engineering services	\$	534.00
001.1070.5450.000 GREAT WESTERN BANK	Housing Dept phones	\$	42.90
001.1070.5565.000 GREAT WESTERN BANK	tire repair	\$	30.00
001.1070.5605.000 EBS Scantracker	typewriter ribbon	\$	52.50
001.1071.5410.000 JENSEN INC	Housing vehicle- repair ambient air temp	\$	575.00
001.1071.5450.000 GREAT WESTERN BANK	Housing Dept phones	\$	56.10
001.1071.5565.000 JENSEN INC	Housing vehicle- repair ambient air temp	\$	40.99
001.1072.5718.000 GREAT WESTERN BANK	cable preparation tool	\$	16.00
001.1072.5718.000 GREAT WESTERN BANK	cordless ratchet	\$	189.99
001.1075.5263.000 DEVIG, TAYLOR	City contract -nuisance mowings	\$	2,790.00
001.1075.5450.000 GREAT WESTERN BANK	Housing Dept phones	\$	48.91
001.1090.5331.000 ANIMAL RESCUE LEAGUE	September 2021	\$	4,333.33
001.1099.5342.000 SERVICEMASTER OF MTOWN INC	PD - Commercial carpet extraction	\$	1,210.05
001.1099.5342.000 STONE SANITATION	Police & Fire Bldg	\$	118.78
001.1099.5450.000 GREAT WESTERN BANK	PD/FD internet	\$	368.19
001.1099.5482.000 WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	517.95
001.1099.5611.000 GREAT WESTERN BANK	Epoxy -PD/FD bldg	\$	122.08
001.2020.5600.000 BILLER PRESS	Parking tickets 5 cases of 5000	\$	1,156.03
001.2080.5481.000 ALLIANT ENERGY	2651 170th St Runway lights	\$	288.69
001.2080.5483.000 Iowa Regional Utilities Association	Airport water usage	\$	154.86
001.2080.5483.000 Iowa Regional Utilities Association	Airport water usage	\$	154.86
001.2080.5600.000 NUTRIEN AG SOLUTIONS INC	Airport round up	\$	195.00
001.2080.5776.000 GREAT WESTERN BANK	Airport conduit for doors	\$	415.66
001.2080.5776.000 GREAT WESTERN BANK	Airport electrical supplies	\$	1.97
001.2090.5220.000 MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$	247.50
001.4010.5342.000 GREAT WESTERN BANK	shredding services on 5-18-2021	\$	48.15
001.4010.5342.000 STONE SANITATION	Library - 105 W Boone St	\$	115.56

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	Library internet	\$	310.09
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$	5,077.94
001.4010.5600.000	GREAT WESTERN BANK	EMPLOYEE NAMETAGS	\$	21.00
001.4010.5600.000	GREAT WESTERN BANK	employee nametags	\$	21.00
001.4010.5600.000	GREAT WESTERN BANK	ink for cash register	\$	5.76
001.4010.5600.000	GREAT WESTERN BANK	batteries for playaway books	\$	14.99
001.4010.5600.000	GREAT WESTERN BANK	book tape	\$	20.76
001.4010.5600.000	GREAT WESTERN BANK	book tape, painting tape	\$	27.94
001.4010.5600.000	GREAT WESTERN BANK	masks, fan, paper products, cleanser	\$	182.19
001.4010.5600.000	GREAT WESTERN BANK	extension cord	\$	68.99
001.4010.5600.000	GREAT WESTERN BANK	Library- T-shirt bags for curbside	\$	67.00
001.4010.5605.000	GREAT WESTERN BANK	office supplies - batteries	\$	16.24
001.4010.5605.000	GREAT WESTERN BANK	office supplies - labels, plastic bags	\$	34.63
001.4010.5605.000	GREAT WESTERN BANK	office supplies - plastic bags	\$	9.95
001.4010.5605.000	GREAT WESTERN BANK	office supplies - tape	\$	8.49
001.4010.5605.000	GREAT WESTERN BANK	ant killer baits, zipper sandwich bags	\$	8.10
001.4010.5605.000	GREAT WESTERN BANK	office supplies - bottled water	\$	6.95
001.4010.5611.000	GREAT WESTERN BANK	Library caf? conduit	\$	49.96
001.4010.5718.000	GREAT WESTERN BANK	headset for rechargeable portable speaker	\$	99.99
001.4010.5718.000	GREAT WESTERN BANK	rechargeable portable speaker	\$	499.99
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Book	\$	11.99
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Book	\$	6.36
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	2.64
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	16.35
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	39.60
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	85.13
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	39.93
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	3.91
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	34.43
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	28.50
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	5.55
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	6.94
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	6.02
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	10.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	15.88
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	14.03
001.4010.5980.000	GREAT WESTERN BANK	refund book returned	\$	(6.02)
001.4010.5980.000	GREAT WESTERN BANK	refund book returned	\$	(5.55)
001.4030.4875.000	MENARDS	Parks dept rebate	\$	(5.83)
001.4030.5132.000	GREAT WESTERN BANK	Clothing Allowance-Lechnir	\$	61.99
001.4030.5280.000	GREAT WESTERN BANK	Annual Membership	\$	510.00
001.4030.5339.000	MCFARLAND CLINIC PC	medical claims paid by city	\$	36.08
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	26.30
001.4030.5342.000	MARSHALL COUNTY LANDFILL	Parks garbage	\$	15.00
001.4030.5342.000	MARSHALL COUNTY LANDFILL	Parks garbage	\$	64.40
001.4030.5342.000	STONE SANITATION	All park barrels	\$	848.58
001.4030.5380.000	AAA SEPTIC SERVICE INC	Portable toilet rentals 8/20-9/19 West End Park	\$	235.00
001.4030.5386.000	HANSEN, STEVE	Softball complex and Aquatic Center lawn care	\$	809.00
001.4030.5386.000	HANSEN, STEVE	Parks contract rip rap	\$	1,100.00
001.4030.5386.000	KIWANIS CLUB PM	August contract Park mowings	\$	825.00
001.4030.5410.000	ARNOLD MOTOR SUPPLY LLP	Parks hydraulic hose and labor	\$	19.60
001.4030.5410.000	GREAT WESTERN BANK	Parks all weather cement	\$	11.99
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$	15.51
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$	18.00
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	\$	39.67
001.4030.5481.000	ALLIANT ENERGY	915 S 4th Ave Anson Park	\$	29.55
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD	\$	25.29
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$	15.24

001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	\$	48.80
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	\$	46.88
001.4030.5481.000	ALLIANT ENERGY	220 N 13th St Rest room	\$	52.35
001.4030.5481.000	ALLIANT ENERGY	N 13th St	\$	135.12
001.4030.5483.000	MARSHALLTOWN WATER WORKS	Center St median flower watering	\$	326.85
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks return 12V battery	\$	(92.28)
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks - spark plug	\$	2.18
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks spark plug	\$	2.18
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks spark plug	\$	2.18
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks spark plug	\$	2.22
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks Valvoline synthetic oil	\$	27.13
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks vehicle 12V battery	\$	113.95
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks hydraulic hose and labor	\$	124.79
001.4030.5565.000	GREAT WESTERN BANK	Tire & tube	\$	130.00
001.4030.5565.000	GREAT WESTERN BANK	Tires & disposal	\$	860.00
001.4030.5565.000	GREAT WESTERN BANK	Tires & disposal	\$	600.00
001.4030.5565.000	THEISENS SUPPLY INC	portable fuel tank hose and nozzle	\$	80.97
001.4030.5570.000	GREAT WESTERN BANK	Fuel	\$	126.10
001.4030.5600.000	GREAT WESTERN BANK	Water, staple gun, staples	\$	23.98
001.4030.5609.000	GREAT WESTERN BANK	Weed treatment supplies	\$	52.99
001.4030.5609.000	GREAT WESTERN BANK	weed treatment supplies	\$	59.98
001.4030.5611.000	GREAT WESTERN BANK	Paint- Parks	\$	93.96
001.4030.5611.000	GREAT WESTERN BANK	Parks restroom toilet parts	\$	20.77
001.4030.5611.000	GREAT WESTERN BANK	repair stool at Reunion Hall	\$	74.24
001.4030.5611.000	GREAT WESTERN BANK	Lumber & socket adapters	\$	667.97
001.4030.5611.000	GREAT WESTERN BANK	Solar Spot Light	\$	22.46
001.4030.5611.000	GREAT WESTERN BANK	Parks - lumber	\$	44.58
001.4030.5611.000	MENARDS	Parks light bulbs, recip blades, wood	\$	120.88
001.4030.5611.000	MENARDS	Parks clear wood protector	\$	143.82
001.4030.5980.000	Lewis, Rachelle	credit adjustment- Parks	\$	20.00
001.4040.5358.000	GALE-HAZEN, Karen A	classes 7/3-8/30/21	\$	675.00
001.4041.5331.000	MCSD	Charges for activity trips-June 16,23,30	\$	498.68
001.4041.5331.000	MCSD	Charges for activity trips-June 16,23,30	\$	498.68
001.4041.5331.000	MCSD	Charges for activity trips 7/7,7/14,7/21,7/28,7/29	\$	778.68
001.4041.5331.000	MCSD	Charges for activity trips 7/7,7/14,7/21,7/28,7/29	\$	778.69
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	55.00
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	576.00
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	3,682.98
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	512.33
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	203.00
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	203.00
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	102.00
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	65.00
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	266.50
001.4041.5357.000	GREAT WESTERN BANK	Admission tickets	\$	630.70
001.4041.5380.000	GREAT WESTERN BANK	Day Camp Activity	\$	347.50
001.4041.5380.000	GREAT WESTERN BANK	Day Camp Activity	\$	695.00
001.4041.5380.000	GREAT WESTERN BANK	Day Camp Activity	\$	595.00
001.4041.5380.000	GREAT WESTERN BANK	Day Camp Activity	\$	400.00
001.4041.5380.000	GREAT WESTERN BANK	Day Camp Activity	\$	395.00
001.4041.5460.000	GREAT WESTERN BANK	Registration-Servsafe conference	\$	160.00
001.4041.5601.000	GREAT WESTERN BANK	Ball sets	\$	55.26
001.4041.5601.000	GREAT WESTERN BANK	Ropes, balls, games	\$	223.43
001.4041.5601.000	GREAT WESTERN BANK	Parks Camp Snacks	\$	6.99
001.4041.5601.000	GREAT WESTERN BANK	Summer Blast Camp Snacks	\$	58.60
001.4041.5601.000	GREAT WESTERN BANK	Six 4-tier shelves	\$	239.88
001.4041.5601.000	GREAT WESTERN BANK	Camp Marshalltown snacks	\$	98.58
001.4041.5601.000	GREAT WESTERN BANK	Camp Marshalltown supplies	\$	302.24
001.4041.5601.000	GREAT WESTERN BANK	Summer Blast Camp Snacks	\$	176.00
001.4041.5601.000	GREAT WESTERN BANK	Camp Marshalltown Food	\$	11.52
001.4041.5601.000	GREAT WESTERN BANK	Summer Blast Camp Snacks	\$	143.66

001.4041.5601.000	HYVEE ACCOUNTS RECEIVABLE	Live wire supplies	\$	47.95
001.4041.5601.000	HYVEE ACCOUNTS RECEIVABLE	Summer blast products	\$	48.47
001.4041.5601.000	HYVEE ACCOUNTS RECEIVABLE	Summer blast	\$	5.99
001.4041.5601.000	HYVEE ACCOUNTS RECEIVABLE	Summerblast	\$	5.99
001.4045.5344.000	Backflow Prevention Services of Iowa	Aquatic Center annual backflow inspections	\$	300.00
001.4045.5470.000	GREAT WESTERN BANK	Pool Operator Course	\$	300.00
001.4045.5481.000	ALLIANT ENERGY	Aquatic Center	\$	5,681.56
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	1,291.09
001.4045.5600.000	GREAT WESTERN BANK	Supplies-storage bins	\$	23.76
001.4045.5611.000	MENARDS	Parks 1Gallon tank sprayer and RV marine fluid	\$	63.79
001.4060.5331.000	FISHER COMMUNITY CENTER	Spetember 2021	\$	8,333.33
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Coliseum monthly service	\$	45.00
001.4065.5450.000	CENTURYLINK	Coliseum Backup Analog Lines	\$	81.10
001.4065.5481.000	ALLIANT ENERGY	Coliseum	\$	7,015.89
001.4065.5482.000	ALLIANT ENERGY	Coliseum	\$	54.37
001.4065.5600.000	GREAT WESTERN BANK	shop vac bags	\$	12.46
001.4065.5600.000	GREAT WESTERN BANK	Floor Tape-coliseum	\$	23.96
001.4065.5718.000	GREAT WESTERN BANK	Shop vac and hose attachment	\$	179.98
001.4065.5718.000	GREAT WESTERN BANK	extension ladder for Coliseum	\$	279.99
001.4066.5613.000	ATLANTIC BOTTLING CO	Coliseum resale products	\$	1,393.74
001.4066.5613.000	ATLANTIC BOTTLING CO	Coliseum resale products	\$	(38.43)
001.4066.5613.000	GREAT WESTERN BANK	Concession resale products	\$	110.42
001.4066.5613.000	GREAT WESTERN BANK	Concession resale products	\$	8.80
001.4066.5613.000	GREAT WESTERN BANK	Concession resale products	\$	166.60
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$	199.92
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$	578.31
001.5010.5342.000	STONE SANITATION	Central Business District	\$	200.00
001.5020.5331.000	MARSHALLTOWN CHAMBER	TIF Econ Dev per Res 2019-318	\$	12,500.00
001.5900.5331.000	MARSHALLTOWN CHAMBER	Tourism & Promo services paid with hotel/motel \$	\$	80,982.70
001.6011.5331.000	GREAT WESTERN BANK	GoToMeeting	\$	14.00
001.6012.5460.000	GREAT WESTERN BANK	2021 Annual Conference	\$	215.00
001.6012.5465.000	GREAT WESTERN BANK	conference hotel room Burlington	\$	298.40
001.6020.5605.000	GREAT WESTERN BANK	parchment security paper	\$	36.79
001.6021.5347.000	TYLER TECHNOLOGIES INC	Court parking maintenance 10/1/21-9/30/22	\$	3,829.75
001.6021.5347.000	TYLER TECHNOLOGIES INC	Brazos eCitation Maintenance 10/1/21-9/30/22	\$	464.41
001.6040.5342.000	ICAP	Defense expense R.S.	\$	784.54
001.6040.5342.000	ICAP	Settlement P.M.	\$	677.75
001.6040.5342.000	LYNCH DALLAS PC	Real Estate	\$	46.50
001.6040.5342.000	LYNCH DALLAS PC	General Matters	\$	15.50
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City hall monthly pest control	\$	60.00
001.6050.5342.000	STONE SANITATION	City Hall	\$	118.78
001.6050.5481.000	ALLIANT ENERGY	24 N Center St Municipal Bldg	\$	250.73
001.6050.5600.000	GREAT WESTERN BANK	Clamps- City hall	\$	16.08
001.6050.5600.000	GREAT WESTERN BANK	weed killer	\$	39.98
001.6051.5481.000	ALLIANT ENERGY	Carnegie Bldg	\$	1,414.72
001.6051.5482.000	ALLIANT ENERGY	Carnegie Bldg	\$	55.28
001.6051.5718.000	GREAT WESTERN BANK	wall clock- City Hall	\$	14.94
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	\$	375.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/Virus email filtering	\$	75.00
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	Block time of hours 50/month	\$	3,165.62
030.5900.5750.000	GREAT WESTERN BANK	magazine holder-for event trailer	\$	29.98
030.5900.5750.000	GREAT WESTERN BANK	portable sidewalk curb sign for events trailer	\$	89.99
030.5900.5750.000	GREAT WESTERN BANK	yard signs for events trailer	\$	27.08
031.6050.5776.000	WOODMAN CONTROLS CO	City Hall BAS system HTML upgrade	\$	4,250.00
032.1050.5718.000	Witmer Public Safety Group Inc	Return new Fire truck axe blade brackets	\$	(185.00)
032.1050.5750.000	AIR CLEANING TECHNOLOGIES, INC	exhaust collectors for new fire trucks	\$	722.20
032.1050.5750.000	Witmer Public Safety Group Inc	Hose Carrier System for new Fire truck	\$	362.17
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	190.35
110.2010.5132.000	THEISENS SUPPLY INC	Street dept work gloves	\$	10.99

110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	Street dept solvent removal service	\$	620.00
110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	Street dept- solvent removal service	\$	411.85
110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	Cold patch asphalt	\$	672.00
110.2010.5342.000 STONE SANITATION	Street Dept	\$	118.78
110.2010.5344.000 KOCH Office Group	Street dept copies contract 5/25-8/24	\$	30.62
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Backup Veaam & Recovery PW	\$	19.40
110.2010.5380.000 MURPHY TRACTOR & EQUIPMENT CO	CWP blade rental 8/17-8/23	\$	400.00
110.2010.5410.000 ARNOLD MOTOR SUPPLY LLP	truck 49 hydraulic hose and labor	\$	24.50
110.2010.5410.000 MCATEE TIRE SALES & SERVICE INC	mower tires and tubes	\$	118.80
110.2010.5410.000 MCATEE TIRE SALES & SERVICE INC	Streets #17 tire and services	\$	229.20
110.2010.5410.000 OHALLORAN INTERNATIONAL, INC.	Street truck #32 shock absorber mounting	\$	388.80
110.2010.5450.000 CENTURYLINK	PW Analog 752-4388	\$	48.66
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system 4/9-5/10/2020	\$	21.80
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system 5/10-6/8/2020	\$	20.11
110.2010.5481.000 ALLIANT ENERGY	recalculation based on bill date Feb-May2020	\$	(4.18)
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system 9/10/20	\$	21.22
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system 8/10/20	\$	21.90
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	21.23
110.2010.5481.000 ALLIANT ENERGY	regional transmission service credit	\$	(43.94)
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	19.13
110.2010.5481.000 ALLIANT ENERGY	outage service credit	\$	(1.97)
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	21.86
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	19.77
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	21.08
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	21.22
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	19.80
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	20.60
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	21.78
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	20.57
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system	\$	22.12
110.2010.5481.000 ALLIANT ENERGY	2107 S Center St irrigation system 8/9/21	\$	19.99
110.2010.5481.000 ALLIANT ENERGY	regional transmission service credit	\$	(30.79)
110.2010.5481.000 ALLIANT ENERGY	1600 S Center St irrigation system	\$	22.15
110.2010.5489.000 ARNOLD MOTOR SUPPLY LLP	disposable gloves	\$	135.98
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	returns-engine mount, solenoid, relays	\$	(224.24)
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street 66 V-belts	\$	(200.96)
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	battery core credit	\$	(24.00)
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	5/pk open barrel parts	\$	11.15
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street #66 v-belt	\$	24.74
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street #66 v-belt	\$	24.89
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street #66 v-belt	\$	25.31
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	starter solenoid	\$	40.04
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street #66 v-belts	\$	50.42
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street #66 v-belts	\$	50.63
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	gates hydraulic fittings	\$	53.04
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	truck 49 hydraulic hose and labor	\$	286.43
110.2010.5565.000 CENTRAL IOWA FARM STORE INC	tractor pins and locks	\$	66.13
110.2010.5565.000 CENTRAL IOWA FARM STORE INC	tractor pins and links	\$	306.26
110.2010.5565.000 CENTRAL IOWA FARM STORE INC	tractor top nuts	\$	48.58
110.2010.5565.000 GREAT WESTERN BANK	vehicle replacement lamp	\$	31.02
110.2010.5565.000 GREAT WESTERN BANK	hydraulic fittings	\$	585.74
110.2010.5565.000 MCATEE TIRE SALES & SERVICE INC	mower tires and tubes	\$	320.00
110.2010.5565.000 MCATEE TIRE SALES & SERVICE INC	Streets #17 tire and services	\$	12.95
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	Reman turbo charger kits	\$	5,896.67
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	Breather and Reman turbo charger kits	\$	(4,527.49)
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	Reman turbo charger kit	\$	455.00
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	Reman turbo charger kits	\$	(2,491.75)
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	oil pan lit, fan drive pulley and restocking fee	\$	(883.13)
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	Street truck #32 shock absorber mounting	\$	66.16
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	12V Delco battery	\$	474.35
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	fuel pump kit	\$	299.24

110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	Street truck #40 breaks and struts	\$	834.08
110.2010.5565.000 OHALLORAN INTERNATIONAL, INC.	tail lights	\$	106.17
110.2010.5565.000 TITAN MACHINERY, INC.	oil collection system assy	\$	31.75
110.2010.5570.000 GREAT WESTERN BANK	gas for mowers	\$	188.18
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	Street dept 2 way housing and wedgelock	\$	2.93
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	Street dept - 2 way housing parts	\$	5.17
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	mini relay 5 pin SPDT	\$	10.77
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	Street dept housing parts	\$	25.42
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	mini relay 5 pin resistor & bracket	\$	26.41
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	Street dept tap threader	\$	29.98
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	Street dept fuses	\$	35.79
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	Street grader blade wiring	\$	40.12
110.2010.5600.000 ARNOLD MOTOR SUPPLY LLP	Street dept housing and wiring	\$	44.98
110.2010.5600.000 CLEMONS INC	vehicle keys	\$	83.34
110.2010.5600.000 MENARDS	gas cans	\$	10.96
110.2010.5600.000 MENARDS	rebate	\$	(14.41)
110.2010.5600.000 MENARDS	rebate	\$	(2.38)
110.2010.5600.000 MENARDS	Street dept grass seed	\$	69.98
110.2010.5600.000 MENARDS	rebate	\$	(5.49)
110.2010.5600.000 THEISENS SUPPLY INC	drawer pulls	\$	28.74
110.2010.5600.000 TRI STATE LOCK SERVICE	padlock and keys	\$	68.00
110.2010.5600.000 TRI STATE LOCK SERVICE	padlock	\$	36.00
110.2010.5600.000 Vajgrt, Roger	propane refill	\$	183.18
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	road stone	\$	794.90
110.2010.5620.000 CESSFORD CONSTRUCTION COMPANY	roadstone	\$	825.12
110.2010.5718.000 GREAT WESTERN BANK	holt saw kit, drill kit, lithium battery	\$	226.93
110.2010.5718.000 SE Jones Industries Inc	prybar	\$	233.50
110.2010.5718.000 SE Jones Industries Inc	video inspection scope gun	\$	340.00
110.2010.5750.000 HAWKEYE TRUCK EQUIPMENT INC	Street dept plow truck -pre-wet system	\$	5,370.00
110.2012.5349.000 CALHOUN-BURNS AND ASSOCIATES, IN	increase bridge inspection	\$	3,584.04
110.2012.5349.000 CALHOUN-BURNS AND ASSOCIATES, IN	2021 Bridge Inspection	\$	480.70
110.2030.5481.000 ALLIANT ENERGY	17 N Center St metered	\$	25.09
110.2030.5481.000 ALLIANT ENERGY	36 E Main St Alley	\$	37.83
110.2030.5481.000 ALLIANT ENERGY	120 E MAIN ST ALLEY	\$	41.70
110.2030.5481.000 ALLIANT ENERGY	MARKET ST BRIDGE LIGHTS	\$	64.03
110.2030.5481.000 ALLIANT ENERGY	6 S 2nd St Alley	\$	39.10
110.2030.5481.000 ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	38.18
110.2030.5481.000 ALLIANT ENERGY	106 S CENTER ST METERED	\$	37.63
110.2030.5481.000 ALLIANT ENERGY	220 E MAIN ST ALLEY	\$	39.48
110.2030.5481.000 ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$	74.35
110.2030.5481.000 ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	39.48
110.2030.5481.000 ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	31.27
110.2030.5481.000 ALLIANT ENERGY	S 1st Ave / Chruch St parking lot	\$	39.64
110.2030.5481.000 ALLIANT ENERGY	S 6TH ST	\$	37.88
110.2030.5481.000 ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	\$	29.69
110.2030.5481.000 ALLIANT ENERGY	MARSHALLTOWN	\$	18,738.03
110.2030.5481.000 ALLIANT ENERGY	N 13th Street lights	\$	123.74
110.2030.5481.000 ALLIANT ENERGY	25 N 13th St	\$	60.10
110.2030.5600.000 GREAT WESTERN BANK	return LED lights	\$	(55.98)
110.2030.5600.000 GREAT WESTERN BANK	electrical tape	\$	21.35
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
110.2040.5342.000 IOWA ONE CALL	Utility underground location services	\$	21.60
110.2040.5342.000 MOBOTREX INC	2021 Monitor testing	\$	4,800.00
110.2040.5481.000 ALLIANT ENERGY	219 Westwood flashing lights	\$	20.74
110.2040.5481.000 ALLIANT ENERGY	E Anson St cnr 4th Ave	\$	20.74
110.2040.5481.000 ALLIANT ENERGY	S CENTER ST CNR BOONE	\$	46.86
110.2040.5481.000 ALLIANT ENERGY	S CENTER ST CNR LINN	\$	38.37
110.2040.5481.000 ALLIANT ENERGY	S 3RD AVE CNR LINN	\$	105.36
110.2040.5481.000 ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	\$	70.97
110.2040.5481.000 ALLIANT ENERGY	W High St & S 6th St	\$	27.52

110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	\$	64.58
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	\$	34.86
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & SOUTH ST	\$	42.61
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	\$	42.25
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	\$	38.02
110.2040.5565.000	ARNOLD MOTOR SUPPLY LLP	Pole cat cylinder	\$	36.56
110.2040.5565.000	ARNOLD MOTOR SUPPLY LLP	Pole cat clutch master cylinder	\$	67.37
110.2040.5565.000	GREAT WESTERN BANK	hydraulic pump solenoids	\$	111.48
110.2040.5600.000	GREAT WESTERN BANK	Traffic controller connectors	\$	19.98
110.2040.5600.000	GREAT WESTERN BANK	batteries-Utility dept	\$	33.25
110.2040.5600.000	GREAT WESTERN BANK	traffic light cable	\$	75.28
110.2040.5600.000	GREAT WESTERN BANK	traffic light repair supplies	\$	10.02
110.2040.5703.000	BDH INFORMATION TECHNOLOGY LLC	Replace Lenovo ThinkPad and keyboard	\$	84.00
110.2040.5718.000	GREAT WESTERN BANK	I-beam level-Utility dept	\$	14.99
110.2040.5718.000	GREAT WESTERN BANK	tape measure and flood light	\$	124.98
110.2040.5718.000	PLUMB SUPPLY	battery light tower	\$	599.00
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veam & Recovery PW	\$	19.40
110.2060.5360.000	GREAT WESTERN BANK	Engineering mail to Jefferson, IA	\$	9.05
110.2060.5450.000	VERIZON WIRELESS	Engineering cell phones	\$	93.71
110.2060.5750.000	PRECISION MIDWEST	New GPS unit approved in CIP budget	\$	34,752.04
121.5040.5230.000	Kendig Keast Collaborative	Zoning Ordinance Rewrite	\$	2,340.00
130.1010.5260.000	A&J BODY SHOP	PD 521 labor and paint	\$	1,410.50
130.2040.5600.000	MOBOTREX INC	ICAP claim for traffic light knocked down	\$	1,500.00
132.4030.5342.000	Bisek Family Enterprises Inc	Concrete stamps for pickleball pocket park	\$	3,425.00
132.5020.5342.000	BLAKE, TOM	211 N 21st St	\$	15,360.00
132.5020.5342.000	Gentry, Susan	411 Bromley St	\$	27,450.00
140.4030.5342.000	SIGN CREATIONS	Sign stand 2'x3'	\$	921.00
140.4030.5450.000	GREAT WESTERN BANK	Parks internet	\$	129.95
142.4030.5344.000	Backflow Prevention Services of Iowa	Sofball complex annual backflow inspection	\$	75.00
142.4030.5410.000	HARTWIG PLUMBING & HEATING INC	Concession stand clean drain and sink	\$	114.00
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	\$	1,058.60
142.4030.5562.000	GREAT WESTERN BANK	Landscape Rake - MSA	\$	93.96
142.4030.5562.000	GREAT WESTERN BANK	fuse for power washer	\$	29.56
151.1010.5718.000	GREAT WESTERN BANK	NIGHT SCOPE	\$	2,134.00
152.1010.5280.000	GREAT WESTERN BANK	GoToMeeting	\$	16.00
152.1010.5464.000	GREAT WESTERN BANK	K9 ATLAS PICKUP 2 employee MEALS	\$	21.05
152.1010.5600.000	GREAT WESTERN BANK	donated hospitality - Police Dept pizzas	\$	21.38
152.1010.5600.000	OFFICE EXPRESS	PD - sanitizer gel, disinfectant wipes	\$	323.04
153.1010.5321.000	GREAT WESTERN BANK	DOG HARNESS FOR K9 ATLAS	\$	239.00
153.1010.5321.000	GREAT WESTERN BANK	DOG COLLAR FOR K9 ATLAS	\$	90.45
153.1010.5321.000	GREAT WESTERN BANK	K9 SUPPLIES	\$	24.36
153.1010.5321.000	GREAT WESTERN BANK	K9 OFFICER SUPPLIES	\$	24.05
153.1010.5570.000	GREAT WESTERN BANK	FUEL FOR K9 ATLAS PICKUP	\$	66.50
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality Police dept	\$	61.00
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality Police dept	\$	13.96
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality Police dept	\$	7.96
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality Police dept	\$	13.64
170.4010.5601.000	GREAT WESTERN BANK	program supply - books	\$	736.00
184.5030.5238.000	Housing & Redev Authority of St Cloud	admin fee90121assistance	\$	42.15
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	\$	73.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	\$	176.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	\$	236.00
184.5030.5242.000	Alcala, Rigoberto	Housing Assistance Payments	\$	181.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	328.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	322.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	300.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	318.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	347.00
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	\$	361.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payments	\$	350.00
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	\$	243.00
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	\$	281.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payments	\$	321.00
184.5030.5242.000 Barnes, Lonnie	Housing Assistance Payments	\$	217.00
184.5030.5242.000 BJ&J LLC	Housing Assistance Payments	\$	254.00
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 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 ASS	Housing Assistance Payments	\$	625.00
184.5030.5242.000 BOULDER COOPERATIVE HOUSING ASS	Housing Assistance Payments	\$	134.00
184.5030.5242.000 BOULDER COOPERATIVE HOUSING ASS	Housing Assistance Payments	\$	194.00
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 INC	Housing Assistance Payments	\$	46.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	58.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	64.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	77.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	96.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	102.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	102.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	112.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	118.00
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	\$	460.00
184.5030.5242.000 D & D RENTALS INC	Housing Assistance Payments	\$	494.00
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	\$	364.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payments	\$	353.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payments	\$	42.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payments	\$	463.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payments	\$	245.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payments	\$	196.00
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	\$	206.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payments	\$	298.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payments	\$	314.00

184.5030.5242.000 Ferneau, Gary	Housing Assistance Payments	\$	585.00
184.5030.5242.000 FRESE PROPERTIES LLC	Housing Assistance Payments	\$	319.00
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 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	\$	137.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	\$	134.00
184.5030.5242.000 Gonzales, Gilbert	Housing Assistance Payments	\$	551.00
184.5030.5242.000 Gorrell, Joseph	Housing Assistance Payments	\$	432.00
184.5030.5242.000 GOSSARD MOBILE HOMES INC	Housing Assistance Payments	\$	284.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	\$	327.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	\$	318.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	\$	297.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	\$	291.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	\$	187.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	\$	175.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payments	\$	516.00
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	\$	328.00
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	\$	131.00
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 GRAY, DENNIS	Housing Assistance Payments	\$	650.00
184.5030.5242.000 GRAY, DENNIS	Housing Assistance Payments	\$	471.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payments	\$	330.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payments	\$	322.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payments	\$	210.00
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	\$	554.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payments	\$	548.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payments	\$	316.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payments	\$	316.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payments	\$	172.00
184.5030.5242.000 HESSENIUS, ROBERT	Housing Assistance Payments	\$	158.00
184.5030.5242.000 HESSENIUS, ROBERT	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	\$	145.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payments	\$	116.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payments	\$	105.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payments	\$	206.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	364.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	350.00
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	\$	167.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	144.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	99.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	89.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	369.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	402.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	439.00
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	\$	228.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	227.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	226.00

184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	180.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	316.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	297.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	294.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	284.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	265.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	261.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	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	\$	171.00
184.5030.5242.000 Ibarra, Samuel	Housing Assistance Payments	\$	143.00
184.5030.5242.000 JBI COOP ASSOCIATION	Housing Assistance Payments	\$	370.00
184.5030.5242.000 JBI COOP ASSOCIATION	Housing Assistance Payments	\$	247.00
184.5030.5242.000 JBI 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	\$	359.00
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	\$	364.00
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	\$	525.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payments	\$	253.00
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 Mansager, Cynthia	Housing Assistance Payments	\$	305.00
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	\$	253.00
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	\$	583.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	233.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	232.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	230.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	211.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	189.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	307.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	204.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	138.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	123.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	95.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	163.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	183.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	168.00

184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	315.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	399.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	337.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	292.00
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	\$	281.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	243.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	446.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	322.00
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	\$	255.00
184.5030.5242.000 OETKER, DEBRA	Housing Assistance Payments	\$	252.00
184.5030.5242.000 OETKER, DEBRA	Housing Assistance Payments	\$	162.00
184.5030.5242.000 Optimal Life Services	Housing Assistance Payments	\$	34.00
184.5030.5242.000 PALISADE HOLDING CO	Housing Assistance Payments	\$	206.00
184.5030.5242.000 Pilot Creek Properties	Housing Assistance Payments	\$	152.00
184.5030.5242.000 Pizano, Sergio	Housing Assistance Payments	\$	498.00
184.5030.5242.000 Premier Iowa City IA LLC	Housing Assistance Payments	\$	164.00
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	\$	228.00
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	\$	305.00
184.5030.5242.000 Premier Iowa City IA LLC	Housing Assistance Payments	\$	309.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payments	\$	691.00
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	\$	548.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payments	\$	536.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payments	\$	494.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payments	\$	431.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payments	\$	243.00
184.5030.5242.000 RD TOLEDO LLP	Housing Assistance Payments	\$	65.00
184.5030.5242.000 RD TOLEDO LLP	Housing Assistance Payments	\$	720.00
184.5030.5242.000 Ream, AJ	Housing Assistance Payments	\$	415.00
184.5030.5242.000 REED, TONY	Housing Assistance Payments	\$	248.00
184.5030.5242.000 REED, TONY	Housing Assistance Payments	\$	320.00
184.5030.5242.000 REED, TONY	Housing Assistance Payments	\$	351.00
184.5030.5242.000 REED, TONY	Housing Assistance Payments	\$	409.00
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 RIVER BIRCH APTS	Housing Assistance Payments	\$	632.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	\$	381.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	\$	660.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	\$	675.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	\$	131.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	\$	204.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payments	\$	361.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	526.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	605.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	621.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	448.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	352.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	175.00
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 Rush, Ryan	Housing Assistance Payments	\$	265.00

184.5030.5242.000 S & E INVESTMENT LLC	Housing Assistance Payments	\$	650.00
184.5030.5242.000 SCHMIDT, Michael T	Housing Assistance Payments	\$	71.00
184.5030.5242.000 SCHMIDT, Michael T	Housing Assistance Payments	\$	27.00
184.5030.5242.000 SCHMIDT, Michael T	Housing Assistance Payments	\$	115.00
184.5030.5242.000 SCOTT, LESLIE	Housing Assistance Payments	\$	434.00
184.5030.5242.000 SESKER, RICK	Housing Assistance Payments	\$	182.00
184.5030.5242.000 SPECHT, GREGORY	Housing Assistance Payments	\$	259.00
184.5030.5242.000 Squire, Bert	Housing Assistance Payments	\$	191.00
184.5030.5242.000 SS & R Properties LLC	Housing Assistance Payments	\$	126.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payments	\$	265.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payments	\$	328.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payments	\$	344.00
184.5030.5242.000 SUNRISE APARTMENTS, INC	Housing Assistance Payments	\$	138.00
184.5030.5242.000 Swift, Scott	Housing Assistance Payments	\$	370.00
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	\$	121.00
184.5030.5242.000 Town Apartments Corporation	Housing Assistance Payments	\$	102.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	\$	298.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	\$	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	\$	31.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	\$	400.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	\$	241.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	\$	48.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payments	\$	97.00
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	\$	295.00
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 Worent Inc	Housing Assistance Payments	\$	345.00
184.5030.5242.000 Worsfold Farm LLC	Housing Assistance Payments	\$	364.00
184.5030.5242.000 Zmolek, Mark	Housing Assistance Payments	\$	250.00
184.5030.5246.000 Aponte, Miguel	Housing Assistance Payments	\$	27.00
184.5030.5246.000 Hutchens, Laura	Housing Assistance Payments	\$	46.00
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 Rodisch, Sara	Housing Assistance Payments	\$	21.00
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 8/29-9/28	\$	48.40
184.5030.5360.000 GREAT WESTERN BANK	POSTAGE	\$	9.95
184.5030.5360.000 GREAT WESTERN BANK	POSTAGE	\$	200.00
184.5030.5450.000 GREAT WESTERN BANK	TELEPHONE	\$	69.20
184.5030.5460.000 GREAT WESTERN BANK	conference registration	\$	150.00
311.2012.5782.000 Martin, Patti A	Purchase 817,819,901 N 5th Ave	\$	110,000.00
311.2012.5782.000 Martin, Patti A	Closing cost taxes 817,819,901 N 5th Ave	\$	(1,145.84)
312.2080.5233.000 CLAPSADDLE GARBER ASSOC INC	APR19001 Airport Hangar Improvements	\$	4,766.15
312.2080.5233.000 CLAPSADDLE GARBER ASSOC INC	APR19002 Airport Terminal paving	\$	9,261.20
340.4030.5233.000 CLAPSADDLE GARBER ASSOC INC	increase	\$	14,960.80
355.1075.5210.000 LYNCH DALLAS PC	Nuisance/ Enforcements	\$	82.86

355.1075.5230.000 LYNCH DALLAS PC	Nuisance/ Enforcements	\$	540.00
355.1075.5250.000 LYNCH DALLAS PC	Nuisance/ Enforcements	\$	570.00
355.1075.5264.000 CONSTRUCT INC	Demolition house @ 5 East Grant St	\$	19,000.00
355.1075.5342.000 LYNCH DALLAS PC	Nuisance/ Enforcements	\$	4,387.00
355.1075.5342.000 LYNCH DALLAS PC	General Matters	\$	79.00
360.2011.5233.000 CLAPSADDLE GARBER ASSOC INC	SDW20002 Sidewalk Gap Year 2	\$	5,830.80
362.2020.5785.000 CONSTRUCT INC	Parking Lot Change Order 1	\$	23,371.16
381.2011.5233.000 CLAPSADDLE GARBER ASSOC INC	TRL19002 12th Ave Shared Use Path Services	\$	2,325.30
381.2011.5342.000 Concrete Professionals	TRL19002 12th Ave Sidewalk	\$	164,957.29
383.4065.5776.000 GREAT WESTERN BANK	Steel End Frame	\$	(32.99)
383.4065.5776.000 GREAT WESTERN BANK	Wire for shelves	\$	416.37
383.4065.5776.000 GREAT WESTERN BANK	Steel End Frames & Floor Tape	\$	521.72
383.4065.5776.000 GREAT WESTERN BANK	Steel racking beams & end frames	\$	342.63
395.2012.5233.000 CLAPSADDLE GARBER ASSOC INC	ECO21001 Unity Point Secondary Access	\$	2,129.50
395.5020.5779.000 Wenthold Excavating LLC	ECO19001 E Merle Hibbs Ext Construction	\$	7,139.90
610.8015.5132.000 GREAT WESTERN BANK	Clothing Allowance WPCP	\$	39.80
610.8015.5132.000 GREAT WESTERN BANK	Clothing Allowance	\$	179.95
610.8015.5220.000 MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$	7,995.43
610.8015.5339.000 MCFARLAND CLINIC PC	medical claims paid by city	\$	72.16
610.8015.5342.000 Hansen, Jay	June, July, August 2021 Cleaning services	\$	1,701.00
610.8015.5342.000 STONE SANITATION	Waste Plant	\$	118.78
610.8015.5344.000 Controlled Access	LiftMaster monthly Capx/Suscription	\$	39.50
610.8015.5344.000 XEROX CORPORATION	July 2021 Xerox & Copies	\$	35.65
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	Backup Veeam & recovery WPCP	\$	19.40
610.8015.5351.000 WRH Inc	WPC20001 Final Clarifier Rehab	\$	159,431.72
610.8015.5360.000 GREAT WESTERN BANK	STAMPS, SHIP SAMPLE KEYSTONE	\$	86.40
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	August 2021 lawn mowing service	\$	375.00
610.8015.5410.000 ENGINEERED EQUIPMENT SOLUTIONS I	repair SBR actuator decant valve -spare	\$	1,885.96
610.8015.5410.000 GREAT WESTERN BANK	RANGER, SKIDLOADER TIRE REPAIRS	\$	31.19
610.8015.5410.000 IOWA PUMP WORKS, INC.	SBR plant waterpump #1 rebuild	\$	3,264.20
610.8015.5450.000 CENTURYLINK	WPCP Backup Analog 752-9779	\$	81.10
610.8015.5450.000 GREAT WESTERN BANK	AUGUST 2021 MEDIACOM ONLINE	\$	75.00
610.8015.5460.000 GREAT WESTERN BANK	WASTEWATER BASICS CLASS-OPTR	\$	625.00
610.8015.5482.000 ALLIANT ENERGY	recalculated based on bill date	\$	(1,462.23)
610.8015.5482.000 ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$	1,746.95
610.8015.5565.000 GREAT WESTERN BANK	VEHICLE OIL	\$	107.16
610.8015.5600.000 C H MCGUINNESS CO INC	Boilers #2 & #3 air filters	\$	629.19
610.8015.5600.000 CORE & MAIN LP	Flexible couplings & spacers	\$	1,074.81
610.8015.5600.000 CROP RITE INC	WPCP lawn supplies- GrazonNext	\$	800.00
610.8015.5600.000 GRAYMONT WESTERN LIME INC	Bulk lime 21.40 ton	\$	5,029.00
610.8015.5600.000 GREAT WESTERN BANK	UPS FOR SCADA	\$	219.99
610.8015.5600.000 GREAT WESTERN BANK	CLAMPS, TERMINAL	\$	3.97
610.8015.5600.000 GREAT WESTERN BANK	couplers	\$	24.87
610.8015.5600.000 GREAT WESTERN BANK	HONDA GENERATOR OIL	\$	8.44
610.8015.5600.000 GREAT WESTERN BANK	CHEMICAL RESISTANT GLOVES	\$	8.96
610.8015.5600.000 GREAT WESTERN BANK	ROUND MOTOR START CAPACITOR	\$	10.71
610.8015.5600.000 GREAT WESTERN BANK	SAFETY RELIEF VALVE	\$	50.74
610.8015.5600.000 GREAT WESTERN BANK	V-BELTS	\$	20.38
610.8015.5600.000 GREAT WESTERN BANK	V-BELTS	\$	49.92
610.8015.5600.000 GREAT WESTERN BANK	WPCP WEED EATER SUPPLIES	\$	14.50
610.8015.5600.000 GREAT WESTERN BANK	PRUNERS	\$	39.96
610.8015.5600.000 GREAT WESTERN BANK	SUPPLIES FOR EXHAUST EFFL BLDG	\$	100.22
610.8015.5600.000 GREAT WESTERN BANK	V-BELT	\$	14.08
610.8015.5600.000 GREAT WESTERN BANK	WHEEL, PUMP, CLEANER	\$	70.97
610.8015.5600.000 GREAT WESTERN BANK	WPCP MOWER SUPPLIES	\$	19.33
610.8015.5600.000 Nebraska Air Filter Inc	MAU air filters	\$	441.86
610.8015.5600.000 NUTRIEN AG SOLUTIONS INC	Stand by generator oil	\$	321.00
610.8015.5603.000 GREAT WESTERN BANK	WPCP LAB SUPPLIES	\$	76.24
610.8015.5603.000 GREAT WESTERN BANK	WPCP LAB SUPPLIES	\$	596.13
610.8015.5603.000 KEYSTONE LAB INC	WPCP laby analysis - Dig. #3	\$	64.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	360.06

610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	342.50
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	329.35
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	113.82
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	46.75
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	747.98
610.8015.5603.000 PERKIN ELMER HEALTH SCIENCES INC	WPCP lab supplies -graphite tubes	\$	770.00
610.8015.5718.000 HUPP ELECTRIC MOTOR INC	cooling tower/ compressor replacement fan motor	\$	1,836.00
610.8015.5718.000 VAN METER INC	sludge pumping SCADA input module replacement	\$	5,254.31
610.8015.5750.000 IOWA PUMP WORKS, INC.	biosolids sludge loading pump #1 rebuild	\$	5,804.41
610.8015.5980.000 Bunn, Sami	Sewer refund 2021- pool, outside faucet	\$	38.50
610.8015.5980.000 Fricke, Carl	Sewer refund 2021-pool	\$	78.23
610.8015.5980.000 Guevara, Ana	Sewer refund 2021-outside faucet	\$	194.04
610.8015.5980.000 Miller, Gordon	Sewer refund 2021- pool	\$	39.27
610.8015.5980.000 Villeda-Martinez, Catrino	Sewer refund 2021- pool	\$	38.41
610.8016.5230.000 IOWA ONE CALL	Sewer underground location services	\$	168.36
610.8016.5342.000 Hansen, Jay	June, July, August 2021 Cleaning services	\$	90.00
610.8016.5347.000 CentralSquare Technologies LLC	Public Admin consulting services 7/25/21-	\$	432.00
610.8016.5481.000 ALLIANT ENERGY	S 2nd St cnr Player	\$	264.59
610.8016.5481.000 ALLIANT ENERGY	N 22nd St	\$	107.48
610.8016.5600.000 CONCRETE INC	S 12th & Lakefield Dr -concrete box outs	\$	213.75
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	27.89
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	100.35
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	27.89
690.8050.5132.000 GREAT WESTERN BANK	Transit employee boots	\$	175.50
690.8050.5331.000 Region 6 Resource Partners	July Para transit billing	\$	2,104.05
690.8050.5339.000 MCFARLAND CLINIC PC	medical claims paid by city	\$	36.08
690.8050.5342.000 GREAT WESTERN BANK	GPS monthly service	\$	252.00
690.8050.5410.000 PREMIER OFFICE EQUIPMENT	Copier - yellow streaks - repaired	\$	110.00
690.8050.5450.000 CENTURYLINK	PW Analog 752-4388	\$	32.44
690.8050.5565.000 ARNOLD MOTOR SUPPLY LLP	Transit seperator filters	\$	47.10
690.8050.5565.000 GILLIG LLC	Transit surge tank	\$	304.55
690.8050.5565.000 GILLIG LLC	Transit #121 front air springs/ shock absorbers	\$	879.84
690.8050.5565.000 NAPA AUTO PARTS	Transit hose clamp	\$	48.18
690.8050.5565.000 NAPA AUTO PARTS	Transit toggle switch	\$	11.45
690.8050.5600.000 GREAT WESTERN BANK	glue and tape	\$	10.89
690.8050.5600.000 MENARDS	COVID antibacterial wipes for Transit QTY 12	\$	23.88
690.8050.5600.000 MENARDS	COVID masks for Transit Qty 10	\$	89.90
690.8050.5600.000 MENARDS	Transit rebates	\$	(1.12)
690.8050.5605.000 PREMIER OFFICE EQUIPMENT	Copier - yellow streaks - repaired	\$	165.91
740.8065.5220.000 MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$	70.00
740.8065.5220.000 MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$	241.80
740.8065.5220.000 MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$	372.75
740.8065.5230.000 IOWA ONE CALL	Sewer underground location services	\$	112.24
740.8065.5280.000 ISWEP	Membership Education program 7/2021-6/2022	\$	4,390.00
740.8065.5342.000 Avery, Lars	Spring 2021 pond treatments	\$	5,490.00
740.8065.5342.000 CONSTRUCT INC	SMW21001 Derecho Stream Channel Clearing	\$	59,940.25
740.8065.5342.000 Hansen, Jay	June, July, August 2021 Cleaning services	\$	60.00
740.8065.5347.000 CentralSquare Technologies LLC	Public Admin consulting services 7/25/21-	\$	288.00
740.8065.5600.000 CONCRETE INC	Storm sewer failure- 404 Dennis Dr street repair	\$	1,421.42
740.8065.5600.000 MENARDS	curb foam boards	\$	22.78
740.8067.5342.000 WOODRUFF CONSTRUCTION, LLC	SMW20001 Riverview Park Wall & Paving	\$	27,259.30
741.8065.5342.000 VIETH CONSTRUCTION CORPORATION	SMW17001 Construction	\$	537,262.43
750.8070.5344.000 Controlled Access	LiftMaster monthly Capx/Suscription	\$	39.50
750.8070.5450.000 Marco Holdings LLC	Compost phone replacement	\$	71.32
760.8080.5251.000 IOWA DEPT OF INSPECTIONS & APPEAL	renewal applicatoin for food service	\$	150.00
760.8080.5608.000 GREAT WESTERN BANK	Concession resale products	\$	106.74
760.8080.5608.000 GREAT WESTERN BANK	Concession resale products	\$	147.84
760.8080.5608.000 GREAT WESTERN BANK	Concession resale products	\$	451.80
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale product	\$	11.90
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale products	\$	17.39
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale products	\$	11.90

760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale products	\$	13.92
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale products	\$	23.52
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale products	\$	76.77
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	aquatic center resale products	\$	49.70
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aqualtic center resale products	\$	158.13
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale product	\$	16.81
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale product	\$	5.97
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale products	\$	3.14
760.8080.5608.000	HYVEE ACCOUNTS RECEIVABLE	Aquatic center resale products	\$	4.78
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	AQ resale products	\$	484.01
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	AQ resale products	\$	371.30
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	AQ resale products	\$	404.32
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	AQ return resale product	\$	(60.88)
881.1010.5339.000	Cripps, Lynn	medication reimbursement	\$	16.30
881.1010.5339.000	Occupational Medicine Plus PC	Pre-employment physical and or immunizations	\$	179.00
881.1050.5230.000	BERNIE LOWE & ASSOC Inc	paid medical claim admin fees	\$	12.12
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	paid medical claims	\$	355.52
881.1050.5339.000	Occupational Medicine Plus PC	Pre-employment physical and or immunizations	\$	294.00
884.6021.4875.000	Health Partners	Health claims and loss/credits 8/05-8/11	\$	(421.09)
884.7010.5230.000	BERNIE LOWE & ASSOCIATES, INC	Consulting fee July 2021	\$	416.38
884.7010.5230.000	TOTAL ADMINISTRATIVE SERVICE COR	Compliance fee assessment	\$	250.00
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	September insurance premium	\$	6,667.85
884.7010.5339.000	Health Partners	Dental claims 8/05-8/11	\$	2,893.10
884.7010.5339.000	Health Partners	Health claims and loss/credits 8/05-8/11	\$	47,753.89
886.2010.5339.000	MCFARLAND CLINIC PC	medical claims paid by city	\$	108.24
910.1010.5114.000	GOODING, BETTY	September 2021	\$	876.61
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	28,208.94
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	14,074.98
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	12,339.00
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	5,855.96
999.1102.000	TREASURER STATE OF IOWA	rounding	\$	0.04
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	27,080.28
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	4,566.58
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	8,629.26
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,142.88
999.1111.000	IMWCA	installment 3:7	\$	7,788.00
999.1121.000	American Education Services	PR WITHHOLDING	\$	64.41
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	423.86
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	313.84
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	461.53
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$	152.31
999.1125.000	FIDELITY SECURITY LIFE INSURANCE C	VISION INSURANCE	\$	337.06
999.1125.000	FIDELITY SECURITY LIFE INSURANCE C	VISION INSURANCE	\$	106.87
999.1128.000	TOTAL ADMINISTRATIVE SERVICE COR	ROUNDING	\$	(0.21)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE COR	ADJ	\$	(1.64)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE COR	FLEX HEALTH BENEFITS	\$	5,190.84
999.1128.000	TOTAL ADMINISTRATIVE SERVICE COR	FLEX HEALTH BENEFITS	\$	757.48
999.1129.000	TOTAL ADMINISTRATIVE SERVICE COR	FLEX DEP CARE BENEFITS	\$	1,337.07
999.1129.000	TOTAL ADMINISTRATIVE SERVICE COR	FLEX DEP CARE BENEFITS	\$	341.66
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	673.52
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	\$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	2,108.32
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	2,772.73
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
Payroll	Payroll	Payroll #18	\$ 309,789.35
TOTAL			\$ 2,155,391.59

BUILDING REPORT FOR THE MONTH OF AUGUST 2021

MARSHALLTOWN
IOWA

MARSHALLTOWN

— IOWA —

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25721	Michelle Burgess	122 East Main Street	Alter Building					\$2,000	\$69
25722	David Carpenter	802 North 4th Street	New Shed				\$4,000		\$97
25723	Kelly Arends (storm)	3102 W. Lincolnway	Alter Dwelling			\$29,000			\$432
25724	Hughes Property, LLC (storm)	1615 South 12th St.	Demolish Dwelling						\$25
25725	El Wayne, Inc.	412 South 6th Street	Alter Dwelling			\$9,000			\$167
25726	Harold Lee	3202 S. 12th St. #31	Alter Garage				\$2,000		\$69
25727	Randy Hinders	510 Bromley Ststreet	Alter Dwelling			\$4,000			\$97
25728	Marshalltown YMCA-YWCA	705 South Center St.	Alter Building					\$39,000	\$532
25729	Jonathan Davis	5 East Grant Street	Demolish Dwelling						Fee Waived
25730	Sergio Ramirez	204 North 5th Street	Alter Dwelling			\$9,000			\$167
25731	Ronald Brestel	2220 Stratford Lane	Alter Dwelling			\$74,000			\$812
25732	Miguel Chavez (storm)	807 East State Streect	Demolish Garage						\$25
25733	Miguel Chavez (storm)	807 East State Streect	New Garage				\$13,000		\$223
25734	1015 South 10th Avenue, LLC	1015 S. 10th Avenue	Demolish Garage						\$25
25735	1015 South 10th Avenue, LLC	1015 S. 10th Avenue	New Garage				\$11,000		\$195
25736	James Sears	1317 E. Nevada Street	New Garage				\$11,000		\$195
25737	Eugenio Garza	118 North 1st Avenue	Alter Dwelling			\$14,000			\$237
25738	Irene Ortiz (storm)	505 North 2nd Avenue	Demolish Garage						\$25
25739	Irene Ortiz (storm)	505 North 2nd Avenue	New Garage				\$14,000		\$237
			TOTALS:	\$0		\$139,000	\$55,000	\$41,000	\$3,629
			TOTAL IMPROVEMENT AMOUNT: \$235,000						
				Units	Permits	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	0	0	6	6	2	5

Building Division Improvement Value & Fee Summary - Aug. 2021

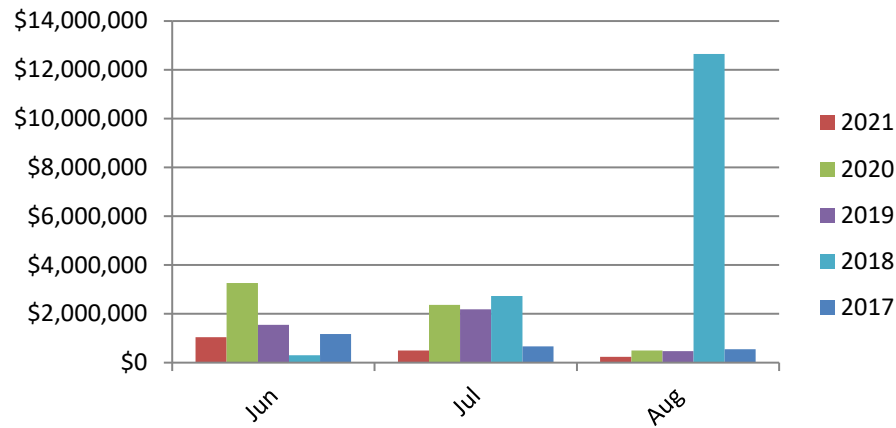
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2021	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000	\$1,049,000	\$495,000	\$235,000					\$69,571,000
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000	\$3,260,000	\$2,367,000	\$501,000					\$14,616,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000	\$1,546,000	\$2,188,000	\$471,000					\$15,463,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000	\$306,000	\$2,725,000	\$12,653,000					\$22,036,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000	\$671,000	\$547,000					\$19,844,000

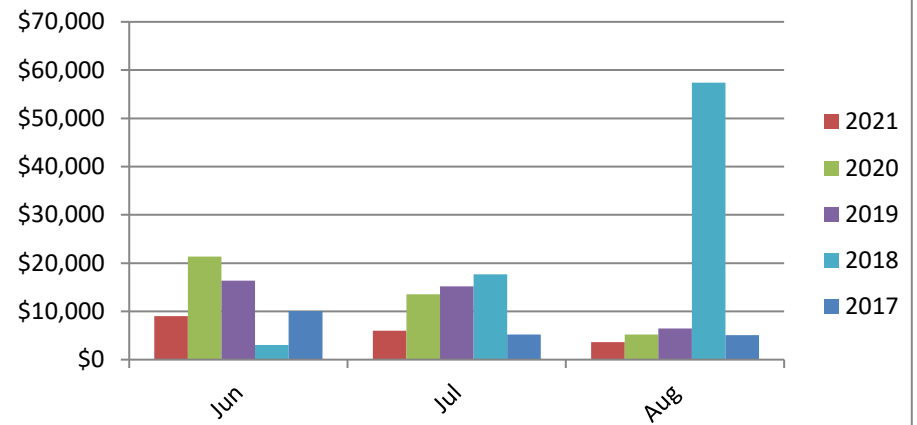
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2021	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361	\$8,998	\$6,020	\$3,629					\$374,782
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090	\$21,363	\$13,575	\$5,219					\$97,039
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308	\$16,389	\$15,200	\$6,479					\$111,139
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589	\$3,038	\$17,654	\$57,378					\$120,651
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075					\$110,554

Total Improvement Value Comparison



Total Fees Received Comparison





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Walmart Inc.

NAME OF BUSINESS(DBA)

Wal-Mart Supercenter #581

BUSINESS

(641) 753-7846

ADDRESS OF PREMISES

2802 S Center St

CITY

Marshalltown

COUNTY

Marshall

ZIP

50158

MAILING ADDRESS

702 SW 8th St. Dept. 8916

CITY

Bentonville

STATE

Arkansas

ZIP

72716-0500

Contact Person

NAME

Jacey Windel

PHONE

(479) 696-2873

EMAIL

complic@wal-mart.com

License Information

LICENSE NUMBER

LE0001100

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

TENTATIVE EFFECTIVE DATE

Sep 1, 2021

TENTATIVE EXPIRATION DATE

Aug 31, 2022

SUB-PERMITTS/PRIVILEGES

Class E Liquor License, Class C Beer Permit, Class B Wine Permit, Sunday Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Carl Doug McMillon	Bentonville	Arkansas	72712	President & CEO	0.00	Yes
Matthew Allen	Rogers	Arkansas	72758	Assistant Treasurer	0.00	Yes
John Scudder	Bentonville	Arkansas	72712	SVP & CECO	0.00	Yes
David Reading	Rogers	Arkansas	72758	Assistant Secretary	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

**RESOLUTION APPROVING AGREEMENT BY AND BETWEEN THE CITY OF
MARSHALLTOWN, IOWA, AND MARSHALLTOWN FOOTBALL LEAGUE FOR
THE LEASE OF THE PROPERTY DESCRIBED**

WHEREAS, there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Football League, Marshalltown, Iowa, for a term of three (3) years from and after the 1st day of January 2022, and up to the 31st day of December 2024, for the use and occupancy by lessees of following described property for the purpose of providing recreational football programs to the youth of this community; and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. This Council hereby approves the attached Agreement with the Marshalltown Football League of Marshalltown, Iowa, for a three (3) year period beginning January 1, 2022, and ending at noon on the 31st day of December 2024, the right and occupancy of:

A tract of land described as commencing at the Northwest Corner of Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa, thence Northeasterly 37.7 feet along the North line of said Lot 1, thence South 20.0 feet to the point of beginning, thence East 320.0 feet, thence South 250.0 feet, thence West 95.0 feet, thence South 190 feet, thence West 250.0 feet, thence North 140.0 feet, thence North 24 degrees 27' East 60.2 feet, thence North 245.0 feet to the point of beginning, containing 2.91 acres, all in Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa.

Section 2. A copy of said Agreement is attached hereto and made part of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after the passage provided by law.

Passed this 13th day of September 2021, and signed this _____ day of September 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**LEASE AGREEMENT BETWEEN CITY OF MARSHALLTOWN AND
MARSHALLTOWN FOOTBALL LEAGUE**

This lease made and entered into as of this ____ day of _____ 2021, by and between the City of Marshalltown, Iowa, (Lessor) and Marshalltown Football League, a nonprofit corporation organized under the laws of the State of Iowa, (Lessee).

WITNESSETH:

The Lessor, in consideration of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter set out, does hereby lease to the Lessee the following described real estate situated in the City of Marshalltown, Marshall County, Iowa, to-wit:

A tract of land described as commencing at the Northwest Corner of Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa, thence Northeasterly 37.7 feet along the North line of said Lot 1, thence South 20.0 feet to the point of beginning, thence East 320.0 feet, thence South 250.0 feet, thence West 95.0 feet, thence South 190 feet, thence West 250.0 feet, thence North 140.0 feet, thence North 24 degrees 27" East 60.2 feet, thence North 245.0 feet to the point of beginning, containing 2.91 acres, all in Lot 1 of the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 34, T. 84 N., R. 18 W. of the 5th P.M., Marshall County, Iowa.

The term of this Lease Agreement shall be from the 1st day of January, 2022, to the 31st day of December 31, 2024, for the consideration of Three (\$3.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

The Lessee will promptly pay for the public utilities rendered or furnished to the leased premises during the term of this Lease for lighting, heat, gas, electricity and telephone. All such utilities shall be in the name of the Lessee.

Lessee shall maintain the grounds and its own improvements including the proper mowing, trimming and building upkeep and maintain the grounds in a park-like appearance all at Lessee's expense.

It is further understood by and between the parties hereto that Lessee has installed at its expense facilities and equipment for three separate football fields. Lessee shall maintain these improvements at Lessee's expense.

Any improvements which Lessee makes to the leased premises shall be paid for by Lessee and will not become a financial obligation of Lessor. At the termination of this Lease, or an extension thereof, Lessee shall restore the property to as near its original condition as possible.

In the event Lessee does not remove its improvements within a ninety-day period, all such improvements shall become the sole and absolute property of Lessor, or Lessor at its option may remove the improvements, and the cost of which shall be paid by the Lessee.

Lessee shall obtain prior written approval from Lessor before the construction/installation of any proposed improvements.

In the event the Lessee fails to pay the rent required under the terms of this Lease for a period of thirty days after having received written notice of nonpayment of said rent, it shall be lawful at the option of the Lessor to declare this Lease terminated and enter into the leased premises either with or without process of law and expel the Lessee or any person occupying the premises and to repossess the leased premises.

The conditions, covenants and agreements of this Lease are binding on the parties to this Lease and their respective successors and assigns. Lessee shall not sell, assign, transfer or convey any rights granted in this lease without the express written consent of Lessor.

Any failure of Lessor or Lessee to exercise any of their rights under the terms of this Lease on any one occasion shall not be construed as a waiver thereof on any subsequent occasion.

At any time during the term of this Lease, either party may request the other to meet and discuss any problems which may arise. Both parties will in good faith meet and attempt to resolve said problems. Any of the terms of this Lease notwithstanding, the Lessee shall fully cooperate with Lessor for special events scheduled by Lessor that may require the use of the demised premises for Lessor's purposes in the nature of softball or baseball team warm-up and batting practice during scheduled softball or baseball tournaments. However, in no event shall any vehicles be allowed to be parked upon, or traverse, the football fields and no use of the demised premises by Lessor as contemplated by this paragraph shall occur between August 31st and November 1st of each calendar year. The Lessor shall notify Lessee at Lessor's earliest opportunity of the date or dates of the special event. During said date or dates, this Lease shall be suspended and of no force and effect. The special events will not cause damage or destruction to the property or football field turf of Lessee and if any such damages occur, Lessor shall be obligated to reimburse Lessee for the repair or remedy of any such damages within six months of the occurrence or discovery thereof.

Lessee shall use the premises only for its football program and will not violate any Federal, State or municipal law, statute, ordinance, rule or provision.

Lessor shall have complete access to the area for utility or general maintenance of its property. Lessees shall at no time sub-lease said property without prior written consent of Lessor.

Lessee will maintain liability insurance coverage on the leased premises, naming the City as an additional insured. Coverage shall be not less than \$500,000.00 per person and \$1,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor.

It is further understood that the Lessee shall be required to pay the real estate taxes, if any, on the leased premises during the time of this Lease.

Lessee shall hold Lessor harmless and indemnify Lessor from any claims made for personal injury or property damage by anyone engaged in any activity upon the leased premises, regardless of whether a spectator, volunteer, laborer, or other non-participants.

Lessee shall be granted ingress and egress to South 6th Street, except for normal maintenance and improvement of the access area. Lessor shall endeavor to do its maintenance and improvement

at such times as the premises are not being used by Lessee. The parking areas located to the east of the leased premises, owned by Lessor, are parking areas, which shall be permitted to be used by patrons of the Lessee. This right of use shall be non-exclusive and shall be in common with all other users of the area. It is understood that the parking area to the west is presently leased to Marshalltown Little League and Lessee's right to use said parking area is subject to the Lease to Marshalltown Little League.

Lessee shall provide to the Parks and Recreation Department current MFL Commission members names, addresses and telephone numbers, as well as any changes therein (work and home). The MFL Field Director shall also provide his/her telephone numbers (work and home) to the Parks and Recreation Department.

The Lessee shall provide to the Parks and Recreation Department a yearly schedule of events and the Parks and Recreation Department will inform the MFL Commission of any softball tournament, leagues, or events the Parks and Recreation Department will hold during the months of August 31 to November 1 at the softball complex.

Both parties shall work cooperatively to benefit both respective programs when additional facilities are required. MFL will allow the Parks and Recreation Department use of the fields for their adult flag football league on Saturdays in September and October.

The placement of any entrance signs, the size and location must be approved by the Parks and Recreation Director before placement. Any entrance sign(s) must be maintained by MFL and kept in a condition that is acceptable to the Parks and Recreation Director.

None of the covenants, terms or conditions of this Lease to be kept and performed by Lessee or Lessor shall in any manner be altered, waived, changed or abandoned except by a written instrument duly signed by both parties and not otherwise consent to any acquiescence in any breach of this Lease shall not constitute a waiver of any other or later breach of the same or any other covenant, agreement or condition thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSOR:

CITY OF MARSHALLTOWN, IOWA

LESSEE:

MARSHALLTOWN FOOTBALL LEAGUE,
MARSHALLTOWN, IOWA

Joel TS Greer, Mayor

BY:

President

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING AN AGREEMENT FOR USE OF CITY PARKING LOT
AND MAINTENANCE OF DUMPSTER ENCLOSURE WITH THE
CHIEF TREMONT CORPORATION**

WHEREAS, the City of Marshalltown recently reconstructed the public parking lot located at South 1st Street and West Church Street; and

WHEREAS, part of the reconstruction project involved the addition of a dumpster enclosure to provide screening for existing uses; and

WHEREAS, the Chief Tremont Corporation had utilized the parking lot for the storage of dumpsters and grease disposal bins prior to the reconstruction and desire to continue the usage within the newly constructed dumpster enclosure;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement for the use of the City parking lot and the maintenance of the dumpster enclosure is hereby approved.

Passed this 13th day of September, 2021, and signed this ____ day of September, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**AGREEMENT FOR USE OF CITY PARKING LOT
AND MAINTENANCE OF DUMPSTER ENCLOSURE**

This Agreement is between the City of Marshalltown (hereinafter City) and Chief Tremont Corporation.

WHEREAS, the City is the Owner of a parking lot which is located on Lots 7, 8, and 9, in Block 15, Town of Marshall, Marshall County, Iowa, and

WHEREAS, said lot is for use by the public for parking in accordance with the parking rules and regulations of the City, and

WHEREAS, Chief Tremont Corporation is the Owner/Operator of a restaurant or restaurants and has tenants on its property located North of the parking lot on Lots 4 and 5, in Block 15, Town of Marshall, Marshall County, Iowa, and

WHEREAS, Chief Tremont Corporation desires to place a trash receptacle or receptacles on said parking lot, and

WHEREAS, City has recently incurred a substantial expense to improve and make the parking lot more aesthetically pleasing to the citizens of Marshalltown, and requires that any trash receptacles on said parking lot shall be placed in a dumpster enclosure in order to enhance the aesthetics, and

WHEREAS, a dumpster enclosure has been constructed and has been placed on the North 50 feet of Lot 8, in Block 15, in the parking lot, in order to carry out the City's aesthetic desires, the general location of said dumpster enclosure is shown on the attached aerial view of said lot, and

WHEREAS, Chief Tremont Corporation desires to use said dumpster enclosure for trash receptacle storage.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The City shall rent the dumpster enclosure located on the parking lot to Chief Tremont Corporation for a fee of \$1.00 per year.
2. Chief Tremont Corporation shall be allowed to store its trash receptacles in the dumpster enclosure during the term of this agreement.
3. Chief Tremont Corporation shall provide any and all maintenance, cleaning or painting required to maintain the dumpster enclosure in an aesthetically pleasing condition.

4. This lease shall be for an initial term of one year and will be subject to automatic renewal for additional one-year terms unless cancelled by the parties as provided herein.
5. Either party may cancel this agreement on 30 days notice in writing, to be delivered to the other party at the address shown below.
6. This agreement shall take effect upon approval by the City Council of Marshalltown, Iowa.

CITY OF MARSHALLTOWN, IOWA

CHIEF TREMONT CORPORATION

By: _____
Joel Greer, Mayor

By: _____
_____, President

ATTEST:

By: _____
Alicia Hunter, City Clerk

Address: 24 North Center Street
Marshalltown, IA 50158

Address: 22 West Main Street
Marshalltown, IA 50158

**RESOLUTION APPROVING ENGINEERING SERVICES AMENDMENT #4 FOR
THE IOWA RIVER TRAIL PHASE 3 PROJECT #TRL17001
AN INCREASE OF \$8,064.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Clapsaddle Garber Associates, Inc., for the engineering services for the Iowa River Trail Phase 3 Improvements Project #TRL17001; and

WHEREAS, an increase is requested to complete the project.

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

Section 1. That the engineering services amendment #4 for the Iowa River Trail Phase 3 Improvements Project, in the increased amount of \$8064.00 is hereby accepted and approved.

Passed this 13th day of September 2021, and signed this _____ day of September, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**Letter Amendment (#4)
To the Standard Agreement for
Engineering Services
Between
The City of Marshalltown, Iowa (Owner)
and
Clapsaddle-Garber Associates, Inc., Marshalltown, IA (the Engineer)**

**Project: Iowa River Trail – Phase 3 Project
Marshalltown, Iowa
City PN TRL17001
CGA PN 1670.06**

Specific Scope of Engineering Services to be provided under this Letter Amendment and hereby added to Attachment A (Standard Agreement Scope of Services):

Task 19.0 – Phase 1 Archaeological Survey – Access Route for Bridges #3 - #5

- a. Perform a Phase 1 Archaeological Survey consistent with the Association of Iowa Archaeologist's Guidelines for the access route for bridges #3 - #5 (approximately 7,700 feet of off-road access lane(s).)

Compensation to be provided under this Letter Amendment and hereby added to Attachment B (Standard Agreement Compensation):

- G. For the Services described in the Letter Amendment Attachment A, Tasks 19.0, fees shall not exceed the following:

Task 19.0	\$ 8,064
Total	\$ 8,064

The final fee shall be based on the actual expenses incurred and number hours spent working on the project multiplied by that employees' hourly rates.

Please note the above task is intended to be completed solely by a Subconsultant (Calhoun-Burns and Associates [CBA]) in coordination with their subconsultants, Emmons & Olivier Resources, Inc – Iowa [EOR], and Bear Creek Archeology, Inc [BCA]).

Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer. Engineer shall prepare and submit final payment requests to the Owner, clearly marked FINAL.

Project Schedule (Additional Information hereby added to Attachment E):

Task 19.0 is anticipated to be completed in Fall 2021.

The following documents are referenced:

Original Agreement, Dated 06/26/17

Amendment #1, Dated 07/23/18

Amendment #2, Dated 05/14/19

Amendment #3, Dated 03/22/21

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Letter Amendment to the *STANDARD AGREEMENT FOR ENGINEERING SERVICES* on this _____ day of _____, 2021.

Authorization to Proceed:

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By _____



Adam C. Daters, P.E.

Associate Vice President

OWNER:

The City of Marshalltown

By: _____

Title: _____

**RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 3 TO THE
AGREEMENT WITH BOLTON AND MENK FOR PROFESSIONAL SERVICES FOR
THE EDGEWOOD EXTENSION FOR \$48,500**

WHEREAS, the City of Marshalltown has an existing agreement with Bolton and Menk for professional services including preliminary platting and surveying for the Edgewood Extension project approved on August 12, 2019, with Resolution 2019-204; and

WHEREAS, the City of Marshalltown approved Supplemental Agreement No. 1 on Resolution 2020-005 on January 13, 2020, for the survey, project design and bidding aspects of the Edgewood Extension project; and

WHEREAS, The City of Marshalltown approved Supplemental Agreement No. 2 on Resolution 2020-286 on October 12, 2020, for additional design and stormwater modeling and construction related services; and

WHEREAS, the need for additional stormwater capacity is requiring additional surveying, design and construction oversight; and

WHEREAS, Bolton and Menk has provided a third supplement to the initial agreement to complete the additional services required to get the Edgewood Extension out to bid and fully constructed; and

WHEREAS, the City of Marshalltown had included all engineering-related services as part of the local contribution for the project in the EDA and RISE grant applications, with funding coming from the Capital Project designated portion of Local Option Sales Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached supplement to the agreement for professional services with Bolton and Menk is hereby approved and the Mayor is directed to execute the agreement.

Passed this 13th day of September, 2021, and signed this ____ day of September, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

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

August 31, 2021

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

RE: Amendment to Agreement for Engineering Services
Edgewood Extension
Project No.: A13.119531

Dear Jessica,

We are pleased to submit this amendment to our scope of services to the contact dated August 12, 2019 for your consideration. The proposed amendment provides additional engineering for the Edgewood extension project for the larger regional stormwater expanded area and necessary adjustments/reconfiguration of the compost facility.

With the expanded stormwater needs based on the final hydraulic design the proposed amendment includes additional topographic survey, expanded design and construction services for the additional regional storm water needs. The following changes and revised scope of service items are including the attached amendment to the original agreement.

- Additional topographic Survey
- Design of larger regional storm water system.
- Construction Administration

Sincerely,

Bolton & Menk, Inc.

Greg Broussard
Principal Engineer

**CITY OF MARSHALLTOWN
SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES
EDGEWOOD EXTENSION
A13.119531**

WHEREAS, on August 12, 2019, the City of Marshalltown, Iowa, hereinafter referred to as the "City", and Bolton & Menk, Inc., 1519 Baltimore Dr, Ames, IA 50010, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (hereinafter "Agreement"), in connection with the Edgewood Extension project.; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 3 for professional services with the Consultant for the expanded regional storm water management including survey, design and construction services.

NOW, THEREFORE, IT IS MUTUALLY AGREED, that the Agreement for Professional Services, is amended as follows:

TASK 1 – SURVEY

- Expand Survey area to include additional land for larger regional stormwater management ponds and adjusting compost facility layout.

TASK 5 – DESIGN

Expanding design services to including the following items.

- Design of expanded regional stormwater ponds
- Reconfiguration of compost area including coordination with the City.
- Addition of new hard surface area for compost comprised of either cement or asphalt treated surface
- Coordination with parks and rec on potential relocation of disc golf course holes.
- Coordination with utility companies as needed for expanded area.

TASK 8: CONSTRUCTION SERVICES

Expand on existing construction services based on additional construction area and expanded project timeline.

Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the regional storm water construction period will add the following time to the project.

1 (one) months in year 2022 One (1) full-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 160 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 160 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort

COMPENSATION

The additional compensation to be added as part of this amendment shall be as follows.

- Task 1, Survey - \$5,300
- Task 5, Design – \$20,500
- Task 8, Construction Services – \$20,000

Total additional fee for engineer and hydraulic modeling - **\$45,800**

BE IT FURTHER AGREED, that all other terms and conditions of the original August 12, 2019 Agreement shall remain in full effect except as modified by this Supplemental Agreement No. 3

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of this ____ day of _____, 20__.

CITY OF MARSHALLTOWN, IOWA

BOLTON & MENK, INC.



Greg Broussard, PE
Principal in Charge

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS
PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF OF
A 2006 INTERNATIONAL DUMP TRUCK, 2005 INTERNATIONAL
DUMP TRUCK AND 1999 CHEVROLET DUMP TRUCK**

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

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

WHEREAS, this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and.

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

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

Asset ID	Description
6419	2006 International Dump Truck w/ plow & spreader, 1HTWAAAR86J306718
6264	2005 International Dump Truck w/ plow & spreader, 1HTWAAAR05J151371
4488	1999 Chevrolet Dump Truck w/ plow & spreader, 1GBP7H1C7XJ100400

Section 2. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Passed this 13th day of September, 2021, and signed this _____ day of September, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION ORDERING CONSTRUCTION OF THE ADA SIDEWALK REPAIRS
PROJECT SWD20001, 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 ADA Sidewalk Repairs Project No. SWD20001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No SWD20001, 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 ADA Sidewalk Repairs Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. SWD20001, 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 an ADA Sidewalk Repairs 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 September 27, 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 October 5, 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 October 11, 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 13th day of September, 2021, and signed this ____ day of September, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



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

2020 ADA SIDEWALK REPAIRS

PROJECT NO. SDW20001

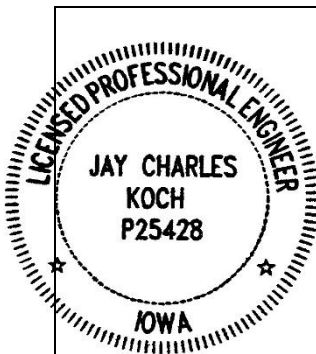
PREPARED BY:

PUBLIC WORKS/ENGINEERING DEPARTMENT

CITY OF MARSHALLTOWN

24 N. CENTER STREET

MARSHALLTOWN, IOWA 50158



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

Signature: Jay C. Koch

Date: 08/25/2021

Name: Jay C. Koch, P. E.

Iowa Reg. No. P25428

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: ALL

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PART I – BIDDING AND CONTRACT DOCUMENTS

OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
2020 ADA SIDEWALK REPAIR
PROJECT NO. SDW20001**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2020 ADA SIDEWALK REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 27th day of September 2021 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. SDW20001, the 2020 ADA Sidewalk Repair is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 5th day of October 2021 for the construction of the 2020 ADA Sidewalk Repair as described in the plans and specifications for Project No. SDW20001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 11th day of October 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 2020 ADA Sidewalk Repair in Marshalltown, Iowa as shown in the plans and specifications for Project No. SDW20001 the 2020 ADA Sidewalk Repair.

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

BASE BID - ADA SIDEWALK REPAIRS

Item No.	SUDAS Ref.	Description	Quantity	Unit
1	2010-108-E-0	Excavation, Class 13	145.0	CY
2	2010-108-G-0	Subgrade Preparation	1,078.0	SY
3	2010-108-I-0	Subbase, Modified	1,078.0	SY
4	7010-108-A-0	Pavement, PCC, 7" (Fillet)	169.7	SY
5	7010-108-E-0	Curb and Gutter, 30" W x 6" D	225.5	LF
6	7030-108-A-0	Removal of Sidewalk	715.2	SY
7	7030-108-E-0	Sidewalk, PCC, 6"	262.6	SY
8	7030-108-E-0	Sidewalk, PCC, 4"	583.4	SY
9	7030-108-G-0	Detectable Warning	248.0	SF
10	7040-108-H-0	Pavement Removal	169.7	SY
11	7040-108-I-0	Curb and Gutter Removal	225.5	LF
12	8030-108-A-0	Temporary Traffic Control	1.0	LS
13	9010-108-B-0	Seeding, Fertilizing, and Hydraulic Mulching	220.0	SY
14	9040-108-A-1	SWPPP Preparation	1.0	LS

BASE BID - ADA SIDEWALK REPAIRS

Item No.	SUDAS Ref.	Description	Quantity	Unit
15	9040-108-A-2	SWPPP Management	1.0	LS
16	11,020-108-A	Mobilization	1.0	LS
17	11,050-108-A-0	Concrete Washout	1.0	LS

All work is to be done in strict compliance with the Plans and Specifications for said Project No. SDW20001 as proposed by the City Engineer.

Obtaining the Bidding Documents

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

A deposit of \$150.00 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

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

Instructions to Bidders.

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

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 13th day of September 2021.

Owner: City of Marshalltown

By: Alecia 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 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or

other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
- 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.

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

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

and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *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.

5.04 *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.

5.05 *Other Work at the Site*

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

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

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

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **See Article 23.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

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

Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

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

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 When requested by Owner, he apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days of the request.
- 11.02 Such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price..

- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to

sign. The state of formation of the firm and the official address of the firm must be shown.

- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

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

13.02 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on

account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include ~~one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form, and other required documents.~~ The ~~unbound copy of the Bid Form~~ is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

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

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.

2020 ADA Sidewalk Repair

Project No. SDW20001

ARTICLE 1—OWNER AND BIDDER

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

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

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

BASE BID - ADA SIDEWALK REPAIRS					
Sect. No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
2010-108-E-0	Excavation, Class 13	145.0	CY	\$	\$
2010-108-G-0	Subgrade Preparation	1,078.0	SY	\$	\$
2010-108-I-0	Subbase, Modified	1,078.0	SY	\$	\$
7010-108-A-0	Pavement, PCC, 7" (Filletts)	169.7	SY	\$	\$
7010-108-E-0	Curb and Gutter, 30" W x 6" D	225.5	LF	\$	\$

BASE BID - ADA SIDEWALK REPAIRS					
Sect. No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
7030-108-A-0	Removal of Sidewalk	715.2	SY	\$	\$
7030-108-E-0	Sidewalk, PCC, 6"	262.6	SY	\$	\$
7030-108-E-0	Sidewalk, PCC, 4"	583.4	SY	\$	\$
7030-108-G-0	Detectable Warning	248.0	SF	\$	\$
7040-108-H-0	Pavement Removal	169.7	SY	\$	\$
7040-108-I-0	Curb and Gutter Removal	225.5	LF	\$	\$
8030-108-A-0	Temporary Traffic Control	1.0	LS	\$	\$
9010-108-B-0	Seeding, Fertilizing, and Hydraulic Mulching	220.0	SY	\$	\$
9040-108-A-1	SWPPP Preparation	1.0	LS	\$	\$
9040-108-A-2	SWPPP Management	1.0	LS	\$	\$
11,020-108-A	Mobilization	1.0	LS	\$	\$
11,050-108-A-0	Concrete Washout	1.0	LS	\$	\$
	Total of All Unit Price Bid Items				\$

3.02 Bidder acknowledges that:

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

ARTICLE 4—Time of Completion

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

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

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

5.03 Receipt of Addenda

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

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

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

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

6.02 Bidder's Certifications

A. The Bidder certifies the following:

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

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

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

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): 2020 ADA Sidewalk Repair Proj. No. SDW20001 Bid Due Date: October 5, 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 . _____ (<i>Signature</i>)	Attest . _____ (<i>Signature</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business's organizational structure:

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

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

ARTICLE 4—SAFETY

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

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

ARTICLE 5—CONSTRUCTION EXPERIENCE

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

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

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

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

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

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

Location and Description of Work	Owner	Contract Amount	Date Completed

5.04 Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed

ARTICLE 6—CONSTRUCTION EXPERIENCE CERTIFICATION

6.01 This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

BIDDER STATUS FORM

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

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

City, State, Zip: _____

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

City, State, Zip: _____

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

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

To be completed by non-resident bidders

Part C

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

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

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

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

Worksheet: Authorization to Transact Business

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

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

CONTRACT DOCUMENTS

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NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: SDW20001

Engineer: City of Marshalltown

Engineer's Project No.:

Project: 2020 ADA Sidewalk Repair

Contract Name:

Bidder:

Bidder's Address:

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

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

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

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

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

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

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

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

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

Owner: **City of Marshalltown, Iowa**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2020 ADA Sidewalk Repair, Project No. SDW20001.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Removal and replacement of sidewalk, curb ramps, curbing, and miscellaneous work to correct ADA sidewalk issues.

ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained City of Marshalltown's Engineering Department ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by [insert "Engineer" if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].

ARTICLE 4 – CONTRACT TIMES

4.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

- A. The Work will be substantially complete on or before **May 15, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 15, 2022**.

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 \$150.00 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 \$150.00 for each day that expires after such time until the Work is completed and ready for final payment.
- D. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- E. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 – **CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. 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 **21** sheets with each sheet bearing the following general title: **2020 ADA SIDEWALK REPAIR PROJECT**.
 7. Addenda (numbers [number] to [number], 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 carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that

have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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

8.02 Contractor's Certifications

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

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

8.03 Standard General Conditions

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

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

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

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

24 N Center St.

Marshalltown, IA

24 N Center St.

Designated Representative:

Name:

Justin Nickel

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N Center St.

Marshalltown, IA

50158

Phone: 641-754-5734

Email: jnickel@marshalltown-ia.gov

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 2020 ADA Sidewalk Repair Proj. No. SDW20001] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): 2020 ADA Sidewalk Repair Proj. No. SDW20001 Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i>	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

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

16.1.1. The name of the Claimant;

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

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

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

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

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

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

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

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): 2020 ADA Sidewalk Repair Proj. No. SDW20001 Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until five (5) years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i>	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

NOTICE TO PROCEED

Owner: City of Marshalltown Owner's Project No.: SDW20001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2020 ADA Sidewalk Repair
Contract Name: Base Bid
Effective Date of Contract:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on 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 **May 15, 2022**, and the date by which readiness for final payment must be achieved is **June 15, 2022**

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

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

Owner: City of Marshalltown
By (signature):
Name (printed): 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, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

6.02 *Insurance—General Provisions*

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

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

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

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

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

6.03 *Contractor's Insurance*

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

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

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

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

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

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

7.06 Substitutes

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

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

1. *Shop Drawings*

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

2. *Samples*

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

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

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

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

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

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

7.17 Contractor's General Warranty and Guarantee

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

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

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

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

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

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

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner’s Responsibilities*

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

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

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

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

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

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

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

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

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 Claims

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

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

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

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

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

D. Contractor's Fee

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

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

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 *Progress Payments*

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

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

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

C. Review of Applications

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

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

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

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

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

15.02 *Contractor's Warranty of Title*

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

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

15.03 *Substantial Completion*

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

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

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

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

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

16.03 *Owner May Terminate for Convenience*

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

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

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

2.02 Copies of Documents

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

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

2.06 *Electronic Transmittals*

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

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

1. Basic Requirements

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

2. System Infrastructure for Electronic Document Exchange

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

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

C. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from

third parties), using the software formats required in this section of the EDP.

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

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

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications,

undocumented intermediate revisions, and other devices that may affect subsequent reuse.

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 Reporting and Resolving Discrepancies

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

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

6) Drawings

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

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

5. Weather-Related Delays

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 85 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as

“abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

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

5.03 Subsurface and Physical Conditions

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

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
Not Applicable		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: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
Not Applicable		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: **[If there are no**

such reports, so indicate in the table]

Report Title	Date of Report	Technical Data
Not Applicable		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: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
Not Applicable		None

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

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

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

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **four (4) years** after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15 percent** of the final Contract Price. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General

Conditions.

6.02 Insurance—General Provisions

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

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

6.03 Contractor's Insurance

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

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

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

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations

by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of

railroad property).

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

H. Commercial General Liability—Minimum Policy Limits

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

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

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

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

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

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

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

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

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

- N. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing

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

[Union Pacific Railroad Protective Liability Insurance](#)

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

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

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

- P. *Other Required Insurance*: None

6.04 Builder’s Risk and Other Property Insurance

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

A. Installation Floater

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

accepted by Owner.

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

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

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

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

7.07 Concerning Subcontractors and Suppliers

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

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

7.10 Taxes

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

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Iowa and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

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

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

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

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

13.01 Cost of the Work

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

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

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

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

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

E. Adjustments in Unit Price

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

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

No Supplementary Conditions in this Article.

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

15.01 Progress Payments

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

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

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

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

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

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially

exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

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

15.03 Substantial Completion

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

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

15.06 Final Payment

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

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

15.08 Correction Period

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

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

17.02 Attorneys' Fees

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

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

ARTICLE 19—FEDERAL REQUIREMENTS

SC-19.01 Add Article 19 titled "FEDERAL REQUIREMENTS"

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

19.01 Conflict of Interest

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

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

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.

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

19.03 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
 - 1. Wetlands –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 - 2. Floodplains –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 - 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the State Historic Preservation Office (SHPO).
 - 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the U.S. Fish and Wildlife Service.
 - 5. Mitigation Measures – The following environmental mitigation measures are required on this Project: **None**.

EXHIBIT A— SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

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

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

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

ADDITIONAL FORMS

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: SDW20001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2020 ADA Sidewalk Repair
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.: SDW20001
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2020 ADA Sidewalk Repair
Contract Name:
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable. 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 observation of the Contractor's Work 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.

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

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

Engineer

By (*signature*):

Name (*printed*):

Title:

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CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	City of Marshalltown	Owner's Project No.:	SDW20001
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2020 ADA Sidewalk Repair		
Contract:			

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

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

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____
Signature: _____ **Date:** _____

Recommended by Engineer

By: _____
Title: _____
Date: _____

Approved by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

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Contractor's Application for Payment

Owner:	City of Marshalltown
Engineer:	
Contractor:	
Project:	2020 ADA Sidewalk Repair
Contract:	

Owner's Project No.:	SDW20001
Engineer's Project No.:	
Contractor's Project No.:	

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

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

Change Orders

Contractor's Application for Payment

Owner's Project No.:	SDW20001
Engineer's Project No.:	
Contractor's Project No.:	

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

Project Totals	\$	\$	\$	\$	\$	\$
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Contractor's Application for Payment

Owner:	City of Marshalltown
Engineer:	
Contractor:	
Project:	2020 ADA Sidewalk Repair
Contract:	

Owner's Project No.: SDW20001

Engineer's Project No.: _____

Contractor's Project No.: _____

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

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

Contractor's Application for Payment

Owner:	City of Marshalltown
Engineer:	
Contractor:	
Project:	2020 ADA Sidewalk Repair
Contract:	

Owner's Project No.: SDW20001

Engineer's Project No.: _____

Contractor's Project No.: _____

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

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

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	SDW20001
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	2020 ADA Sidewalk Repair		
Contract:			

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

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CHANGE ORDER NO.: [#]

Owner: City of Marshalltown
 Engineer:
 Contractor:
 Project: 2020 ADA Sidewalk Repair
 Contract Name:
 Date Issued:

Owner's Project No.: SDW20001
 Engineer's Project No.:
 Contractor's Project No.:

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.: SDW20001
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: 2020 ADA Sidewalk Repair
Contract Name:
Date Issued: Effective Date of Field Order:

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

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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PART II – MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS TO AMEND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS)

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

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

(DELETE) SECTION 1010 – DEFINITIONS (SUDAS)

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

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

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

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

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

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

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

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

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

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

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

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

(ADD) EJCDC C 451 QUALIFICATIONS STATEMENT.

(ADD) EJCDC C 510 NOTICE OF AWARD.

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

(ADD) EJCDC C 550 NOTICE TO PROCEED.

(ADD) EJCDC C 610 PERFORMANCE BOND.

(ADD) EJCDC C-615 PAYMENT BOND.

(ADD) EJCDC C 612 WARRANTY BOND.

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

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

(ADD) EJCDC C 625 CERTIFICATE OF SUBSTANTIAL COMPLETION.

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

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

(ADD) EJCDC C 940 WORK CHANGE DIRECTIVE.

(ADD) EJCDC C 941 CHANGE ORDER.

(ADD) EJCDC C 942 FIELD ORDER.

SECTION01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

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

1.02 DEFINITIONS

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

1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS

- A. The detailed specifications arrangement is based upon the 2014 CSI and SUDAS Standard Specification format and incorporates the following Divisions:
 - 1. Division 1 - General Requirements
 - 2. Division 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 – Zach Maxfield
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

PART 1 - GENERAL

1.01 GENERAL

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 MEASUREMENT

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

3.02 APPLICATION FOR PAYMENT

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

3.03 PAYMENT

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

1. Modifications: NONE

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

3.04 PAYMENTS TO BE WITHHELD

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

A. Modifications: NONE

3.05 PAYMENT ITEMS

Payment items shall be as listed on the Proposal Form.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

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

END OF SECTION

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SECTION 01 31 13 - COORDINATION (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

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions and Supplementary Conditions shall apply to the Work covered in this Section.
- B. Related requirements specified elsewhere:
 - 1. Coordination: Section 01 31 13

1.02 SCOPE

The intent of this Section is to provide a general description of the project meetings required of the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. All meetings shall be coordinated among the respective Contractors, Owner, Engineer and governmental agencies.
- B. The individual requesting the meeting shall contact the persons to be in attendance in writing providing the following:
 - 1. Date, time and place of the meeting
 - 2. Purpose of the meeting
 - 3. Names of people invited to the meeting
 - 4. Additional information as necessary

3.02 PRECONSTRUCTION CONFERENCE

- A. The Engineer will arrange and schedule a pre-construction conference with the representatives of the contractors, subcontractors, together with representatives of all agencies and utilities that will be involved with the proposed Work in order to assure an efficient and workable method of scheduling the project.
- B. General topics to be covered are as follows:
 - 1. Contract and Legal Documents and Specifications
 - 2. Drawings
 - 3. General construction requirements
 - 4. Coordination of different contractors
 - 5. Pay request procedure
 - 6. Shop drawing submittal
 - 7. Project observation and testing

8. Coordination with affected governmental agencies and utility companies.

3.03 PROGRESS MEETINGS

Routine progress meetings will be scheduled on a basis and time to be selected by mutual agreement between the Owner, the Contractors, the Engineer, and affected governmental agencies. These meetings shall be to discuss the progress and the planning of the Work of the various parties. This meeting shall be under the direction of the Engineer and shall be attended by representatives of the various contractors and subcontractors whose Work may be in progress at the time or whose presence may be required for any purpose. Contractors shall be represented at these meetings as appropriate to assist in the necessary project scheduling and discussion of related problems. Scheduling of required attendance shall meet with the approval of the Engineer.

3.04 JOB SITE ADMINISTRATION

- A. All job site administration will be handled by the Owner and Engineer.
- B. All review of payrolls, compliance reports and compliance requirements of the Federal agencies involved shall be administered by and are the responsibility of the Owner.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Progress meetings and administration are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Progress meetings and administration are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions as supplemented herein, shall apply to the work covered in this Section.

1.02 SCOPE

This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.

PART 2 - PRODUCTS

2.01 SHOP DRAWINGS

The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:

- A. Additional information as specified in the individual technical specifications.
- B. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
- C. Minimum drawing size shall be 8-1/2" x 11".

2.02 PRODUCT DATA

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information, which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.

2.03 SAMPLES

All samples submitted for review shall be identified by reference to section number and shall provide all information as required by the General Conditions of the Contract Documents.

PART 3 - EXECUTION

3.01 SHOP DRAWING AND PRODUCT DATA

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions:
- B. Shop drawings may be submitted in digital PDF format for review by the Engineer. Shop drawings will be returned digitally.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. All resubmittals of shop drawings shall be in accordance with 3.01 A through D.

3.02 SAMPLES

- A. Submit in accordance with the requirements of the General Conditions a minimum of four (4) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than two (2) samples of material to be returned, additional samples shall be submitted.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

Shop drawings, product data and samples are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

Shop drawings, product data and samples are considered incidental Work with no separate payment to be made.

END OF SECTION

SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions apply to the Work specified in this Section.
- B. The provisions of the Storm Water Discharge Permit normally issued by the Iowa Department of Natural Resources (IDNR) to the Marshalltown, Iowa under General Permit No. 2 shall apply to all portions of the work.
- C. The provisions of the Temporary Dewatering Permit (if required) normally issued by the IDNR to the Contractor under General Permit 9 (GP9) covers dewatering discharges to surface waters of the state and to the ground surface. Contractor may need to file a notice of intent.
- 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

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. The Owner/Engineer will provide field testing of concrete materials. All other testing will be the responsibility of the Contractor.
- B. The Contractor shall employ and arrange for, at his expense, the services of an approved independent testing laboratory, satisfactory to the Owner and Engineer, to perform the tests or inspections utilizing recognized standard procedures and criteria.
- C. The Contractor shall submit reports and certificates of all inspections and tests in triplicate to the Engineer. The reports and certificates shall become the property of the Owner.
- D. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- E. Any additional tests necessary beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

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

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

3.03 FIELD TESTS

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

4.02 BASIS OF PAYMENT

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

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

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

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

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): _____

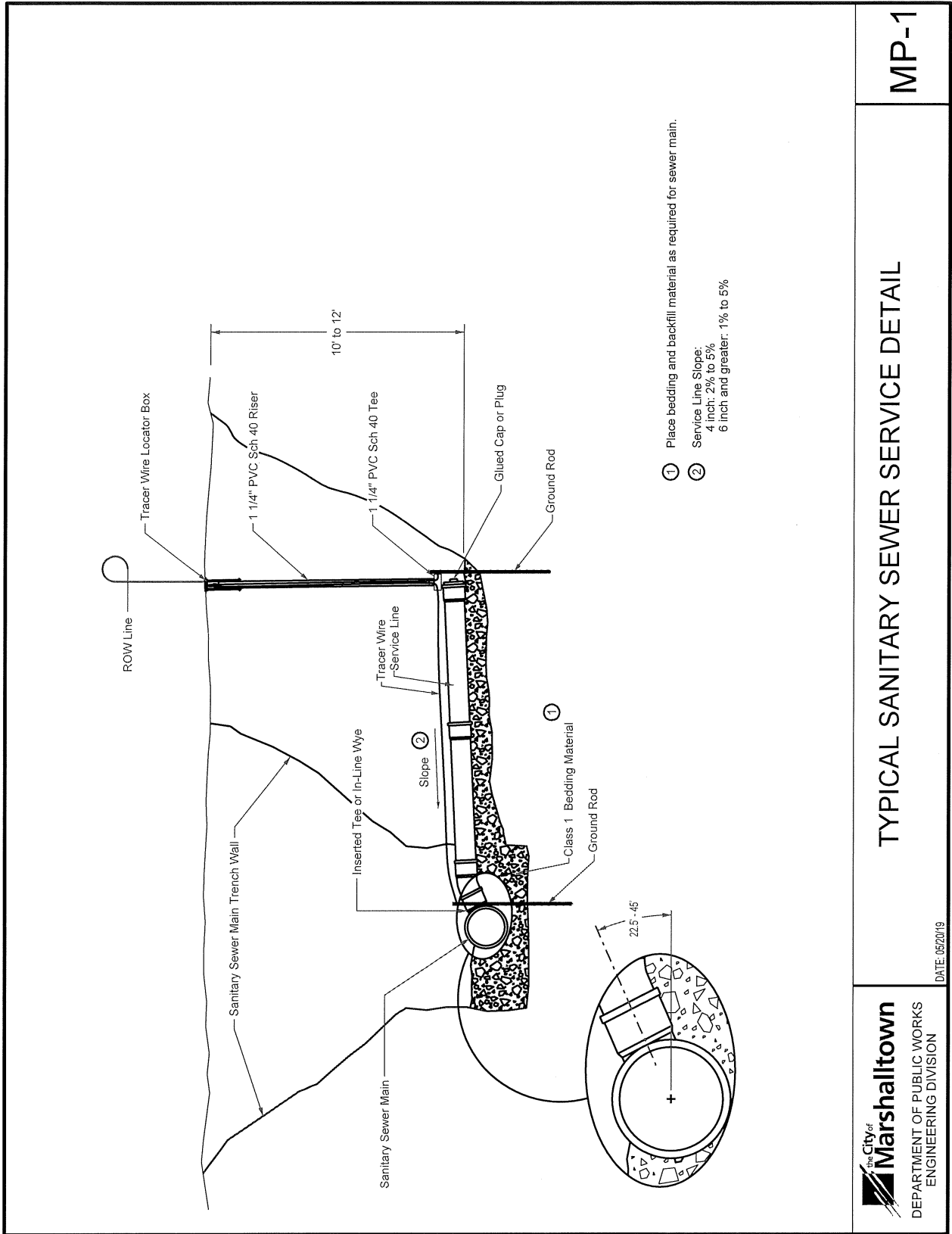
Depth at Main (feet): _____ Depth at Property Line (feet): _____

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

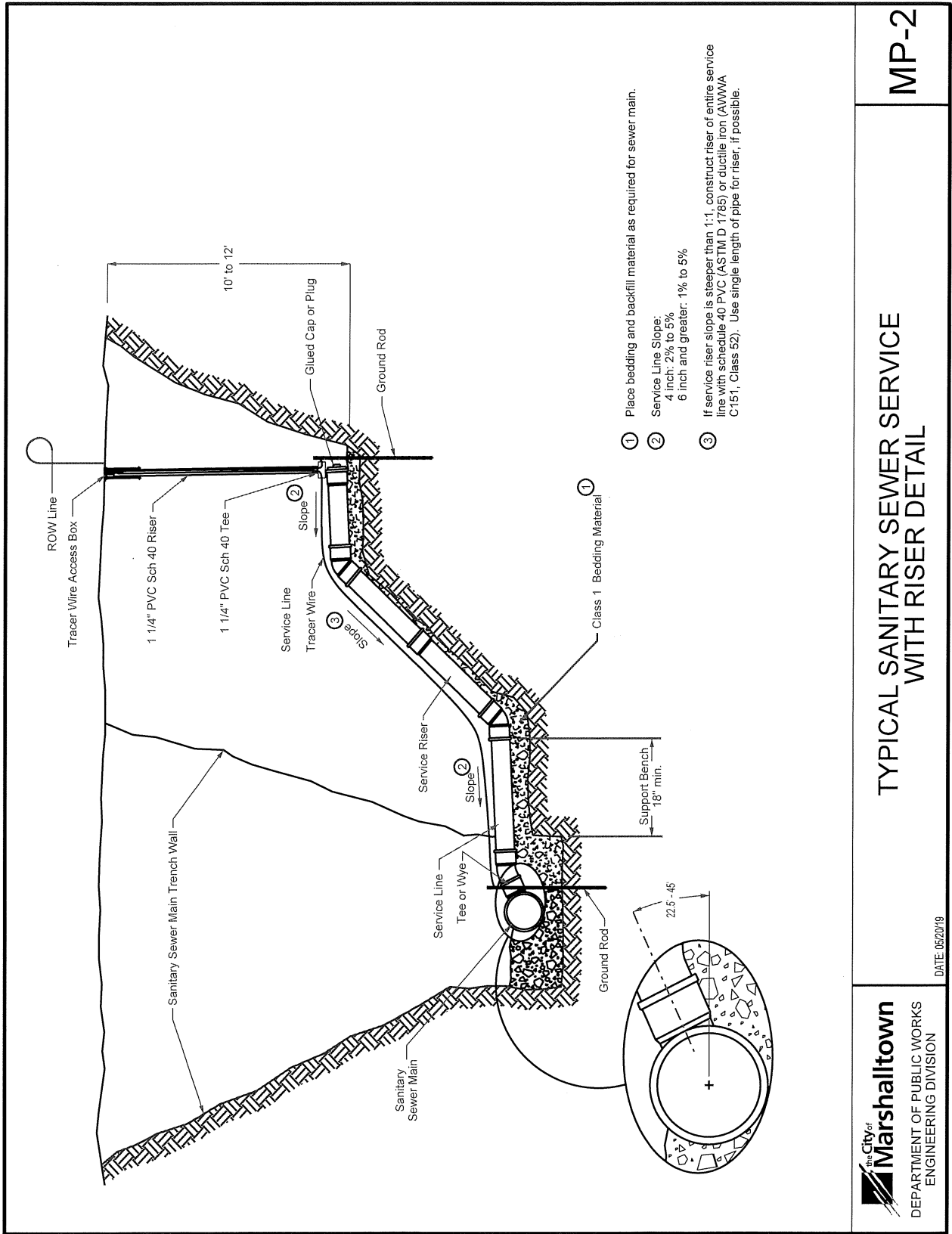


MP-1

TYPICAL SANITARY SEWER SERVICE DETAIL

City of Marshalltown
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

DATE: 05/20/19

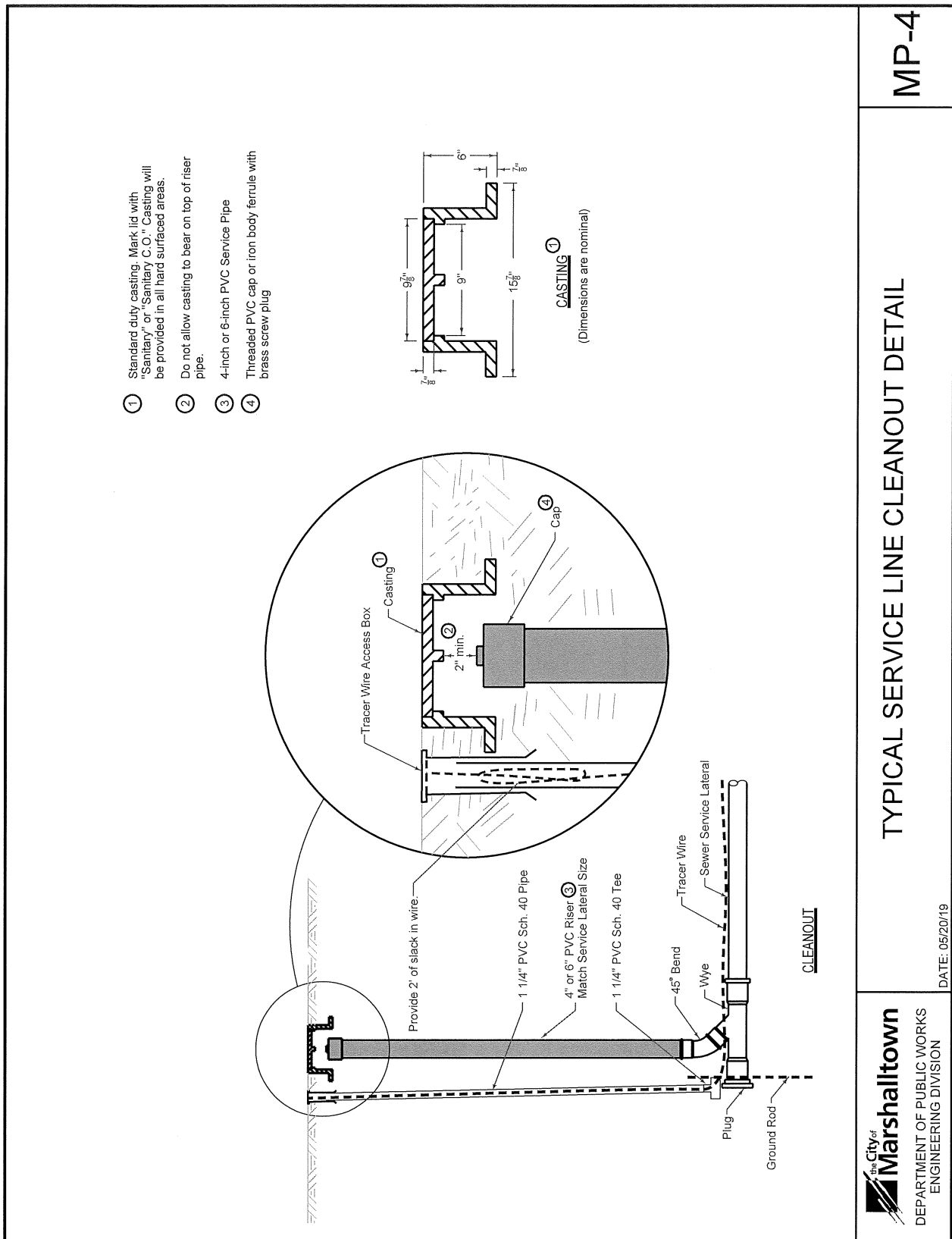


MP-2

TYPICAL SANITARY SEWER SERVICE
WITH RISER DETAIL

DATE: 05/20/19

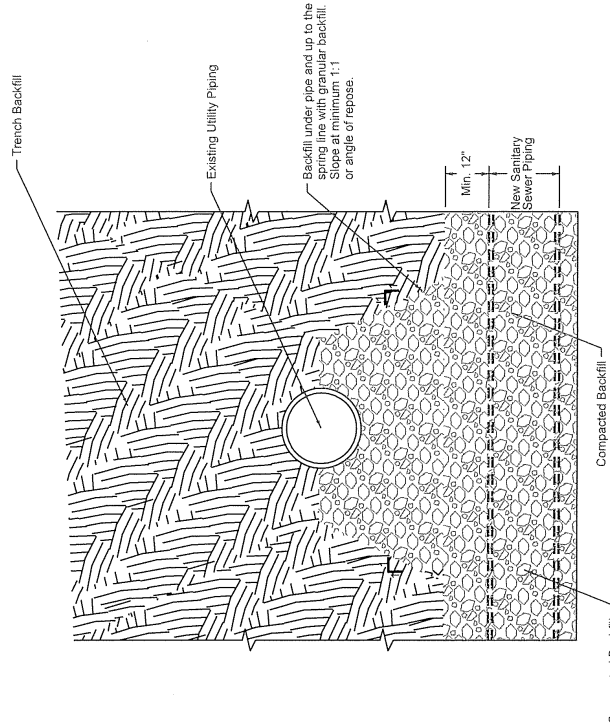
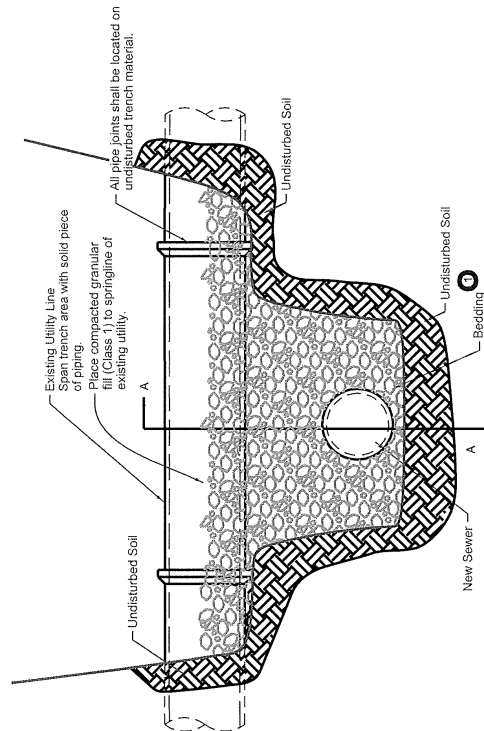
The City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION



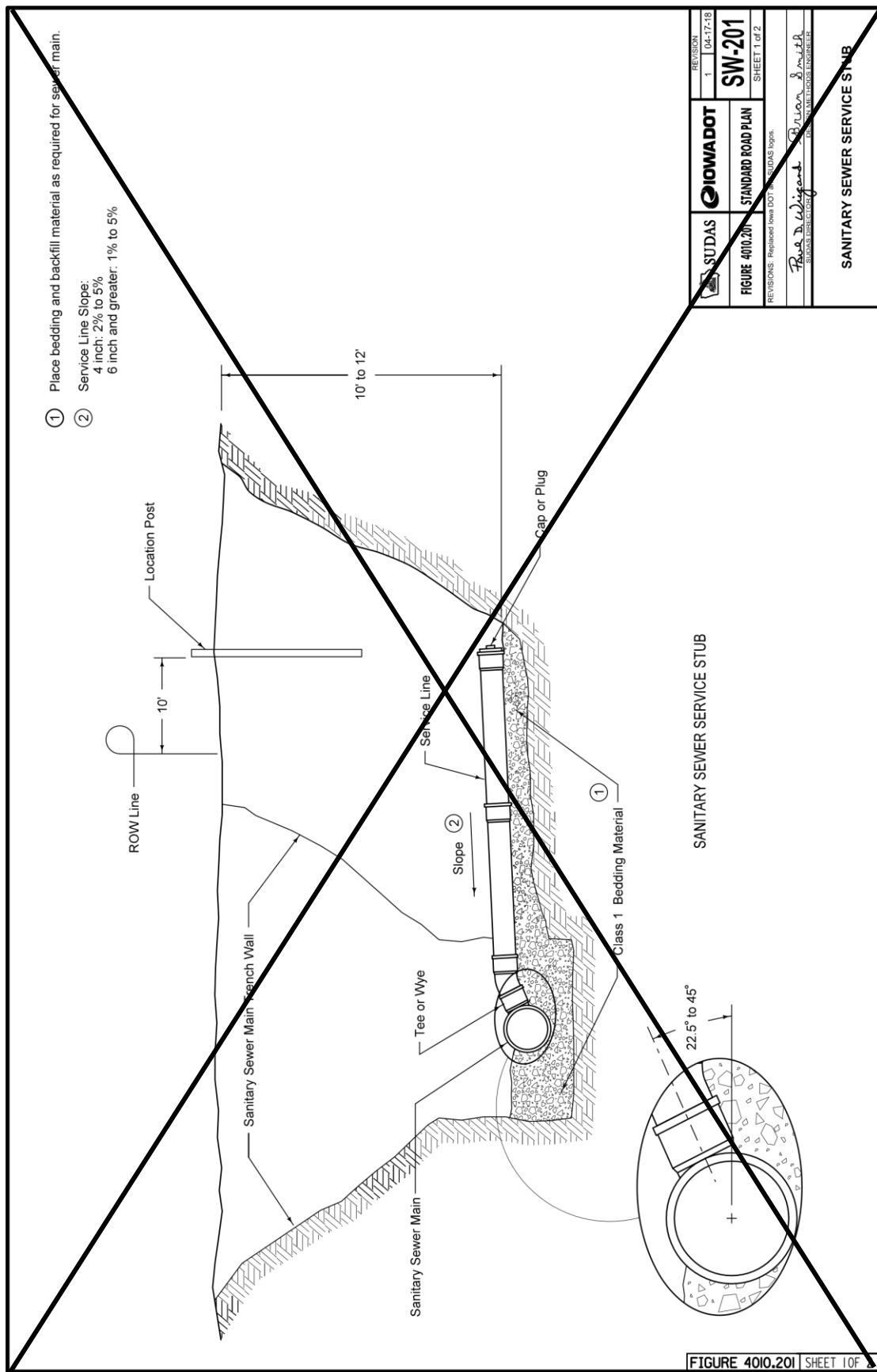
The Contractor may, at their option, use flowable mortar to support the existing utility line (sewer lines, water lines, gas lines, etc.) in place of the compacted backfill. Flowable fill will be placed in same configuration as granular backfill or as directed by the Engineer.

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.

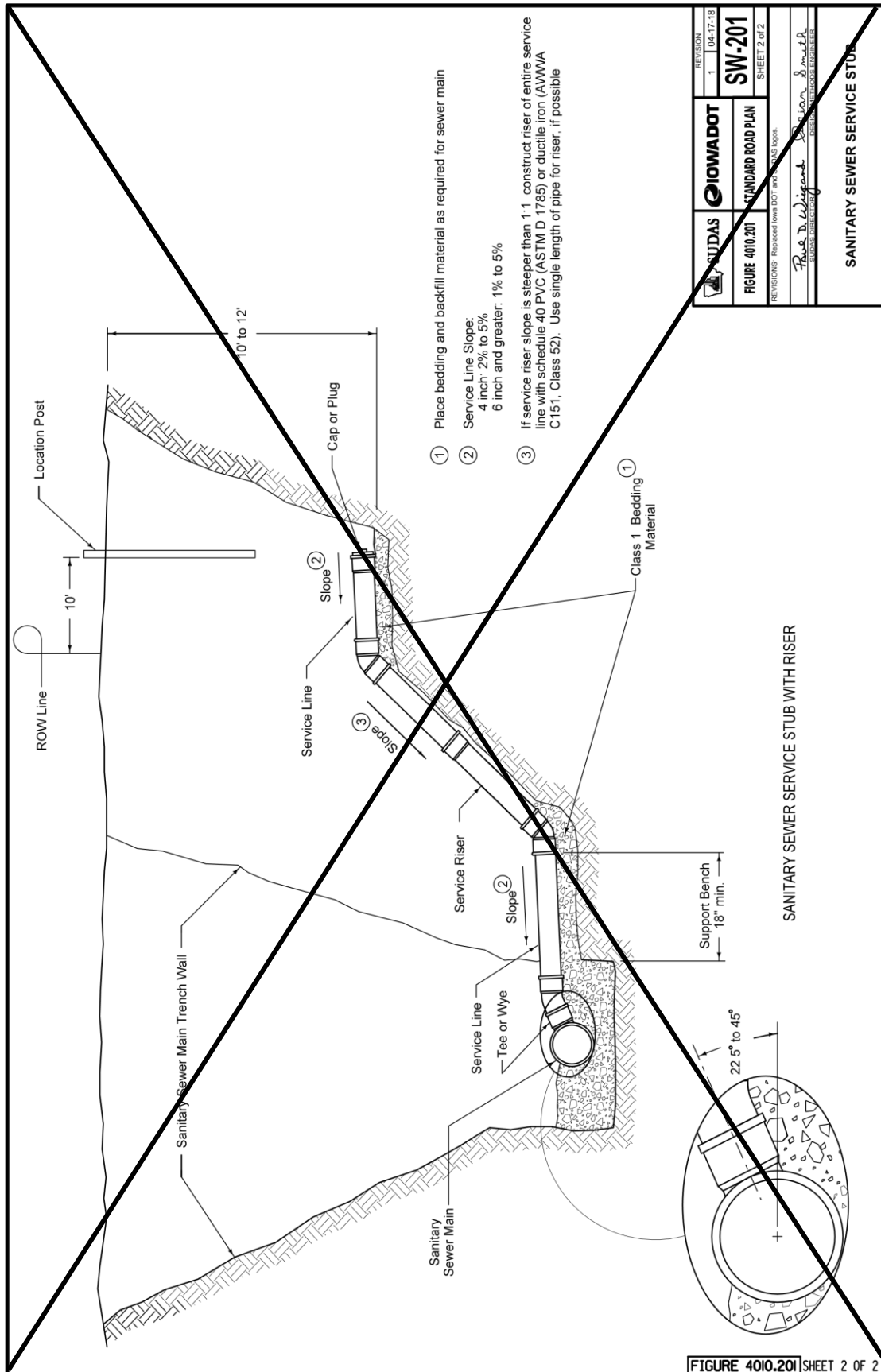


SECTION A-A

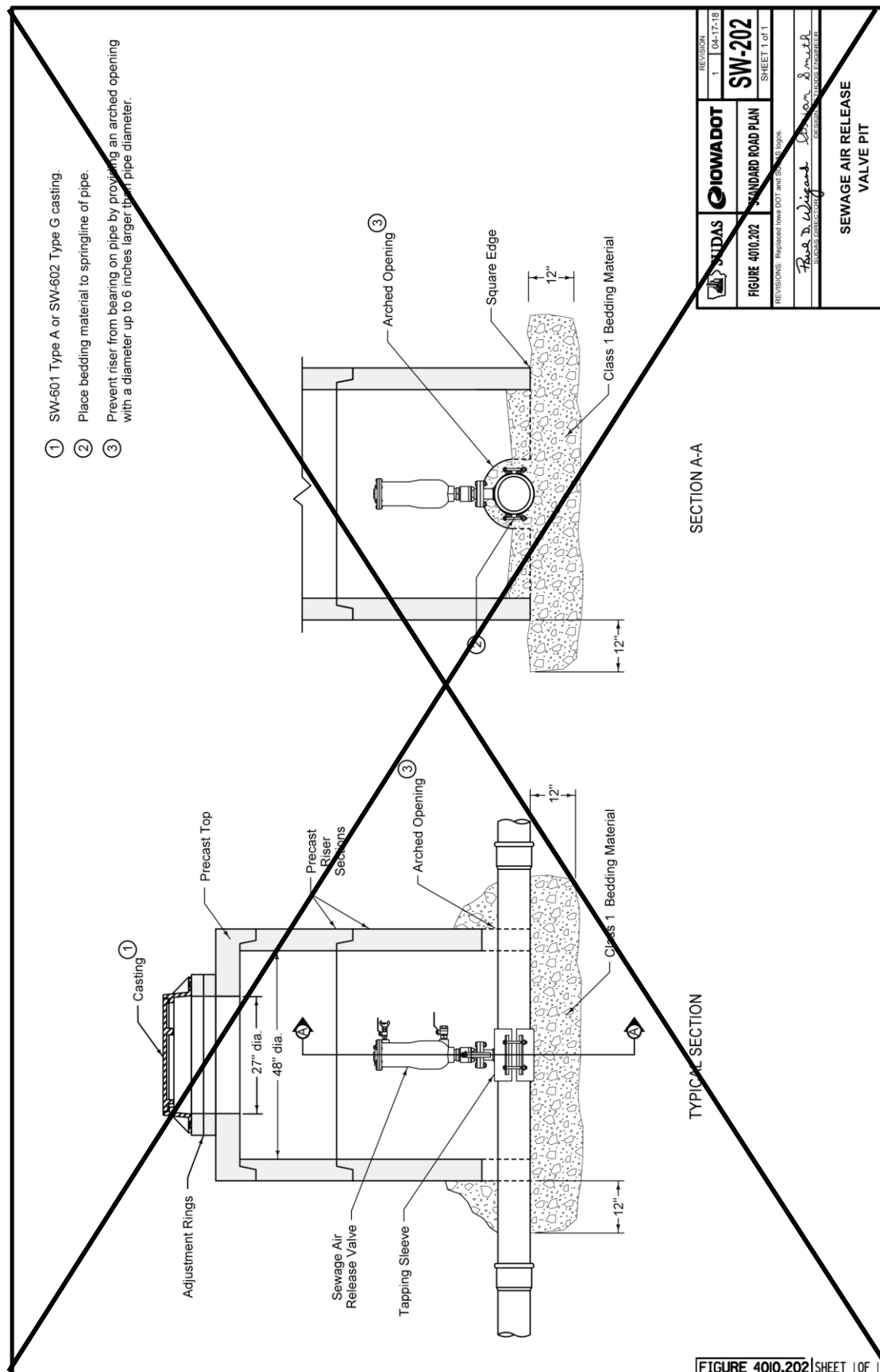


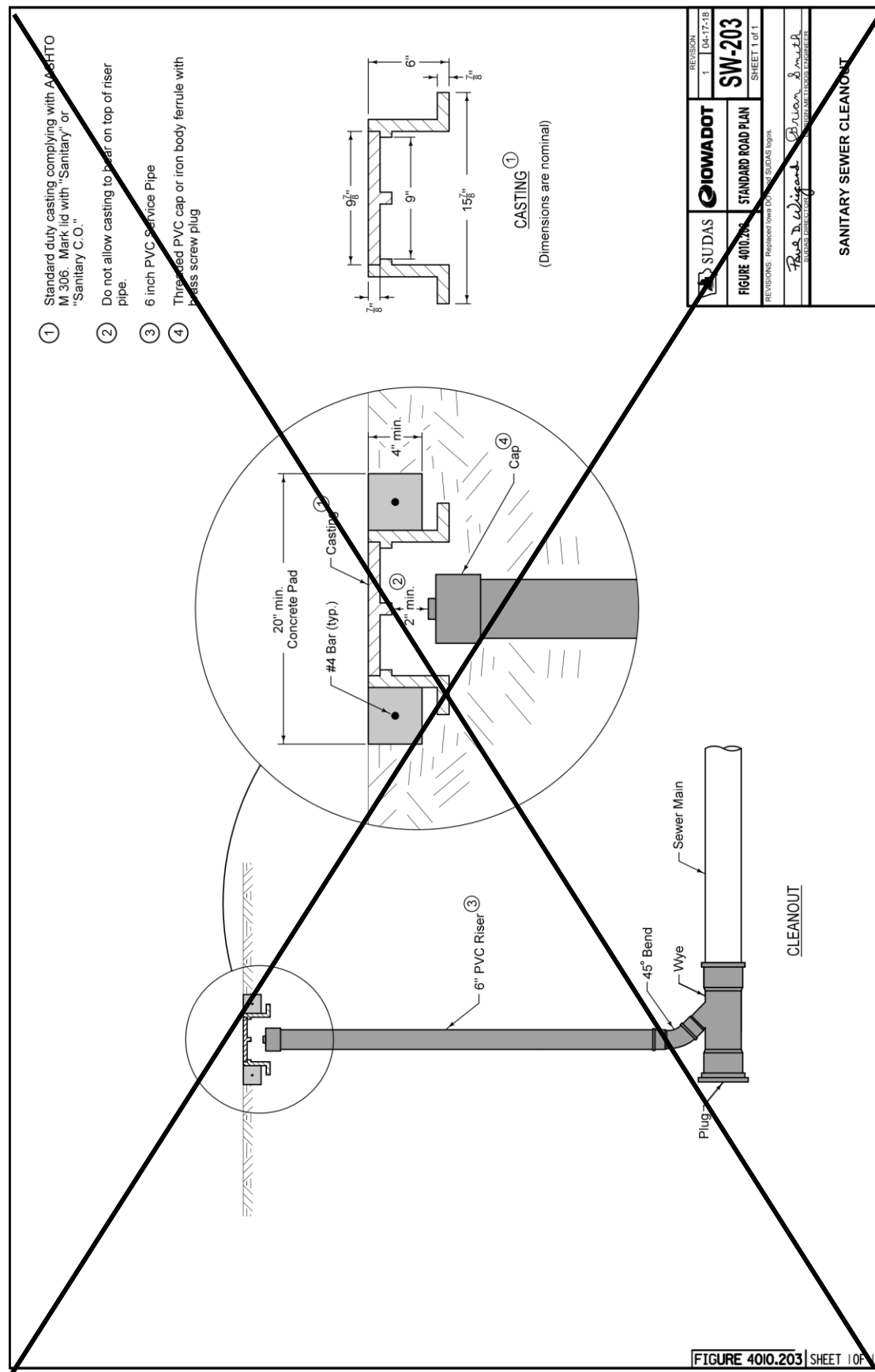
	SUDAS	IOWA DOT	REVISION	
			1	04-17-18
FIGURE 4010.201		STANDARD ROAD PLAN	SW-201	
REVISIONS: Replaced Iowa DOT and SUDAS logos.				
Rae D. Wiegand		R. Allen Smith		
SUDAS DESIGNER		SUDAS CHECKER		

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
Prepared by: <i>Bob D. Wiegand</i>	Checked by: <i>Sharon Smith</i>	
Drawn by: <i>Sharon Smith</i>	Reviewed by: <i>Sharon Smith</i>	
SANITARY SEWER SERVICE STUB		





SECTION 04020 - STORM SEWERS

PART 1 - GENERAL

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

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

3.02 PIPE INSTALLATION

A. General:

8. (ADD) All lift holes in the pipe shall be filled with concrete.
9. (ADD) Protect utilities crossing the sewer main trench.

B. Trenched:

7. (ADD) No more than 300-feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.07 CONFLICTS

A. Horizontal Separation of Gravity Sewers from Water Mains:

2. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of Section (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. However, provide a linear separation of at least 2 feet.

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

1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. and

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following detail.

1. MR-5 Typical Street Utility Section Detail

SECTION 4030 - PIPE CULVERTS

PART 1 – GENERAL

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

PART 2 - PRODUCTS

2.01 PIPE CULVERTS

B. Entrance Pipe Culverts: The following pipe culvert types described in Section 4020 may be used within right-of-way as entrance pipe culverts:

5. Corrugated Metal Pipe (CMP). (ADD) Use of this pipe material requires specific approval by the Engineer.
6. Spiral Rib Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
7. Coated Corrugated Metal Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
8. Corrugated Metal Arch Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.

C. Structural Plate Culverts: Structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

6. (ADD) Use of this pipe material requires specific approval by the Engineer.

D. Aluminum Structural Plate Culverts: Aluminum structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

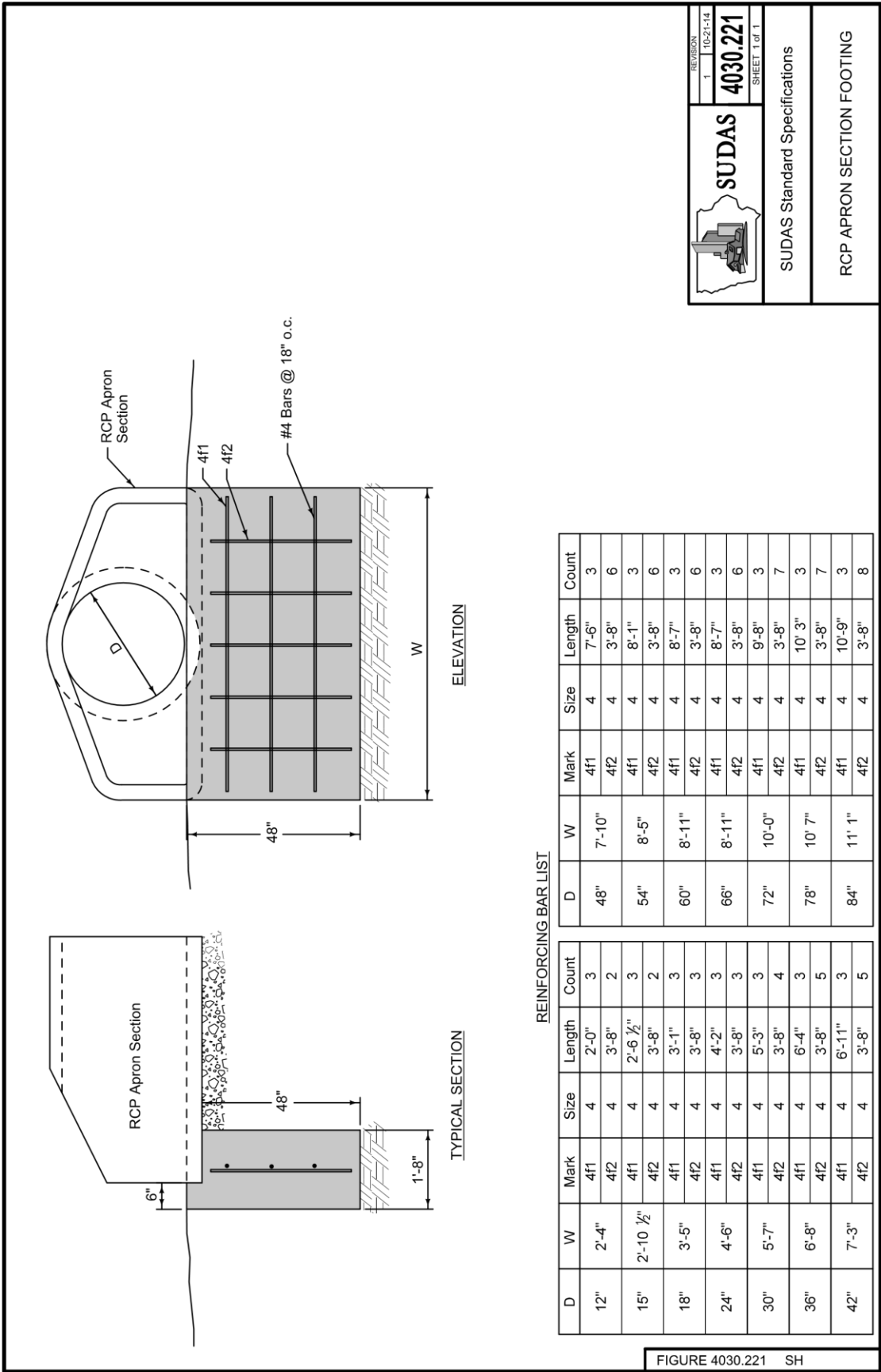
9. (ADD) Use of this pipe material requires specific approval by the Engineer.

PART 3 - EXECUTION

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

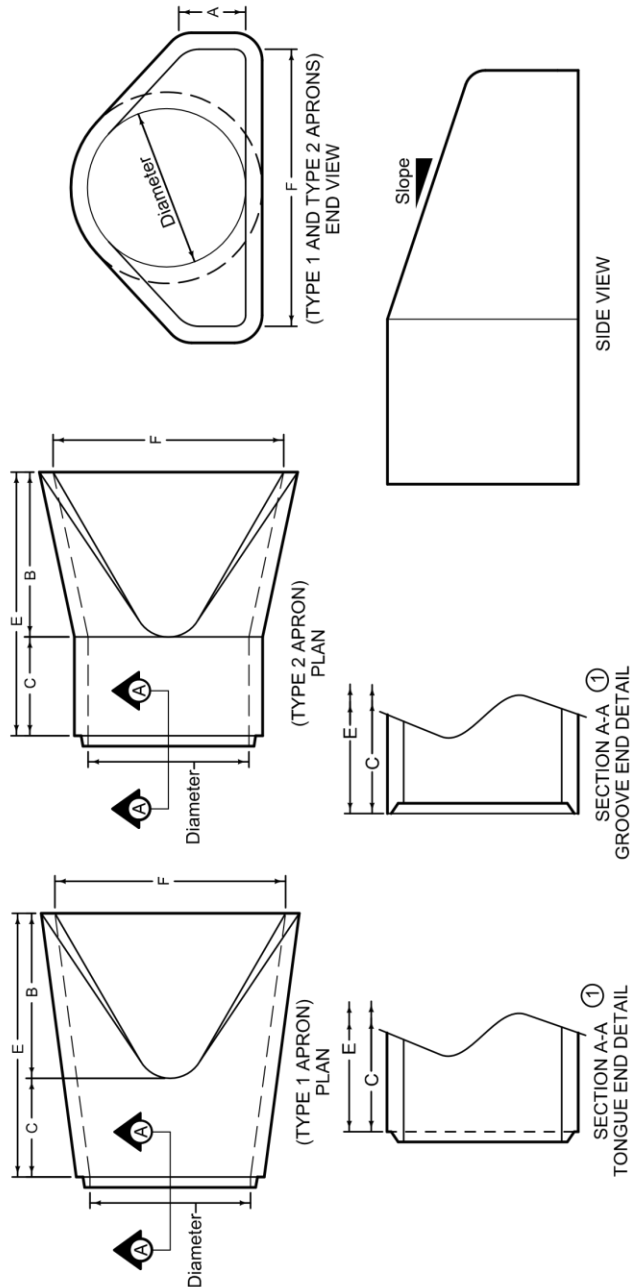
Add the following details:

- A. DR-121 Connected Pipe Joints
- B. DR-203 Metal Pipe Aprons and Beveled Ends
- C. DR-211 Metal Safety Slope Apron 6:1 Slope
- D. DR-212 Beveled Pipe and Guard



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'-1 $\frac{1}{2}$ "
24"	2.5:1	9 $\frac{1}{2}$ "	3'-7 $\frac{1}{2}$ "	2'-6"	6'-1 $\frac{1}{2}$ "
27"	2.5:1	10 $\frac{1}{2}$ "	4'-1"	2'-0"	6'-1 $\frac{1}{2}$ "
30"	2.5:1	12"	4'-6"	1'-7 $\frac{1}{2}$ "	6'-1 $\frac{1}{2}$ "
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'-1 $\frac{1}{2}$ "
24"	2.5:1	9 $\frac{1}{2}$ "	3'-7 $\frac{1}{2}$ "	2'-6"	6'-1 $\frac{1}{2}$ "
27"	2.5:1	10 $\frac{1}{2}$ "	4'-1"	2'-0"	6'-1 $\frac{1}{2}$ "
30"	2.5:1	12"	4'-6"	1'-7 $\frac{1}{2}$ "	6'-1 $\frac{1}{2}$ "
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	24 $\frac{1}{2}$ "	5'-5"	2'-7"	8'-0"
60"	1.4:1	24 $\frac{1}{2}$ "	5'-0"	3'-0"	8'-0"
66"	1.7:1	30"	6'-0"	2'-3"	8'-3"
72"	1.4:1	24"	6'-6"	1'-9"	8'-3"
78"	1.8:1	36"	7'-6"	1'-9"	9'-3"
84"	1.5:1	23 $\frac{1}{2}$ "	7'-6 $\frac{1}{2}$ "	1'-9"	9'-3 $\frac{1}{2}$ "

FIGURE 4030.222



4030.222

REVISION
New 10-18-16

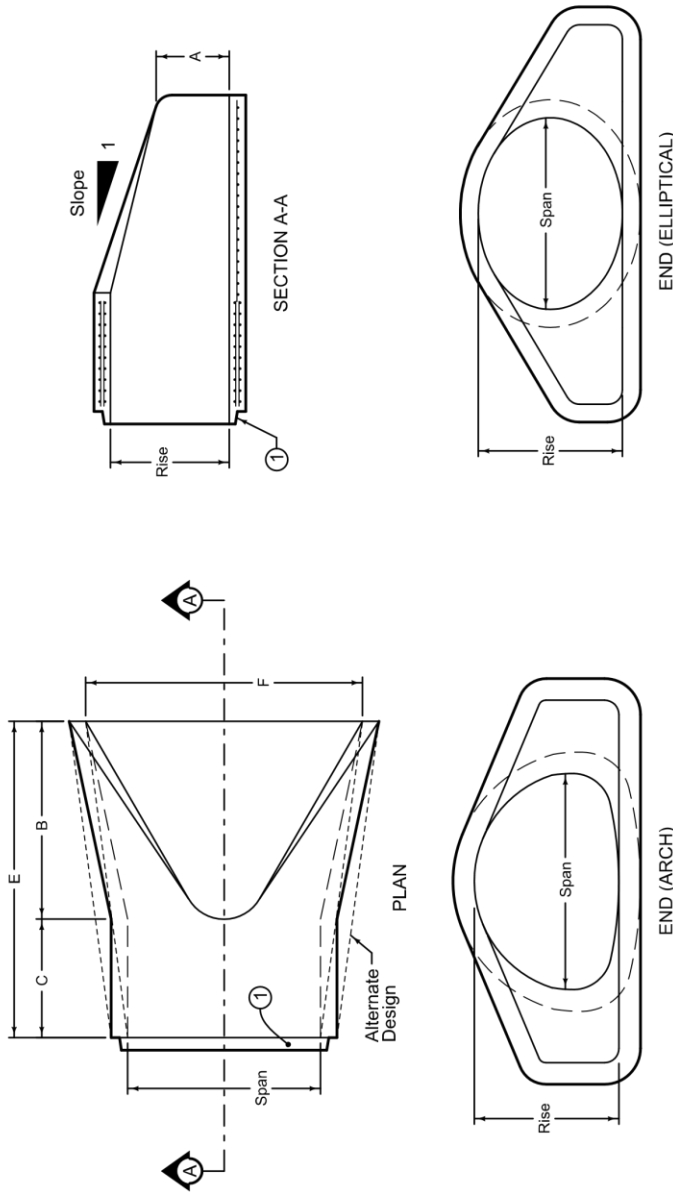
SHEET 1 of 1

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



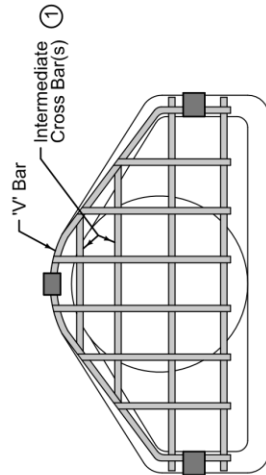
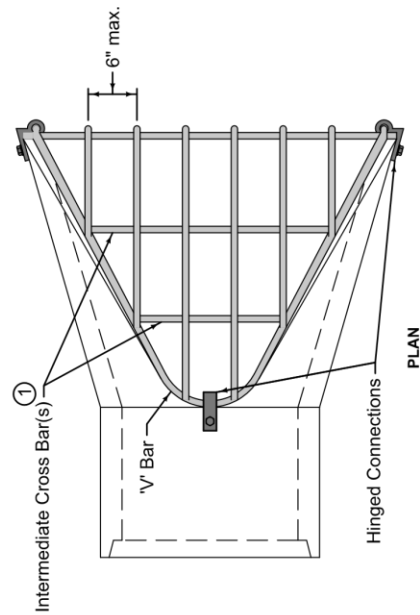
REVISION
New 10-18-16
4030.223

SHEET 1 of 1

SUDAS Standard Specifications

ARCH AND ELLIPTICAL
CONCRETE PIPE APRONS

FIGURE 4030.223



FRONT

PROFILE

	BAR SIZES			
	PIPE SIZE (DIA. or EQUIV.)	HOLE DIA. REQD.	BOLT DIA.	BAR SIZE
ROUND	12" - 24"	$\frac{3}{8}$ "	$\frac{5}{8}$ "	$\frac{3}{4}$ "
	27" - 48"	$\frac{7}{8}$ "	$\frac{3}{4}$ "	1"
	54" - 90"	1 $\frac{1}{2}$ "	1"	1 $\frac{1}{2}$ "
ARCH	up to 24" eq.	$\frac{3}{8}$ "	$\frac{5}{8}$ "	$\frac{3}{4}$ "
	30" to 48"	$\frac{7}{8}$ "	$\frac{3}{4}$ "	1"
	54" to 72"	1 $\frac{1}{2}$ "	1"	1 $\frac{1}{2}$ "
ELLIPTICAL	up to 24" eq.	$\frac{3}{8}$ "	$\frac{5}{8}$ "	$\frac{3}{4}$ "
	30" to 48"	$\frac{7}{8}$ "	$\frac{3}{4}$ "	1"
	54" to 60"	1 $\frac{1}{2}$ "	1"	1 $\frac{1}{2}$ "
BOLT LENGTH = PIPE WALL THICKNESS + 2 $\frac{1}{2}$ "				

ROUND		ARCH		ELLIPTICAL	
PIPE SIZE	H	EQUIVALENT DIAMETER	H	EQUIVALENT DIAMETER	H
12"	2½"	18" to 24"	4"	18"	3"
15"	3"	30" to 36"	5"	24"	4"
18" - 24"	4"	42" to 54"	6"	30" to 36"	5"
27" - 36"	5"	60" to 72"	7"	42" to 54"	6"
42" - 54"	6"			60"	7"
60" - 72"	7"				
78" - 90"	8"				

FIGURE 4030.224

Provide guard dimensions to fit with type of apron provided. Ensure "V" Bar completely rests on apron.

- ① 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

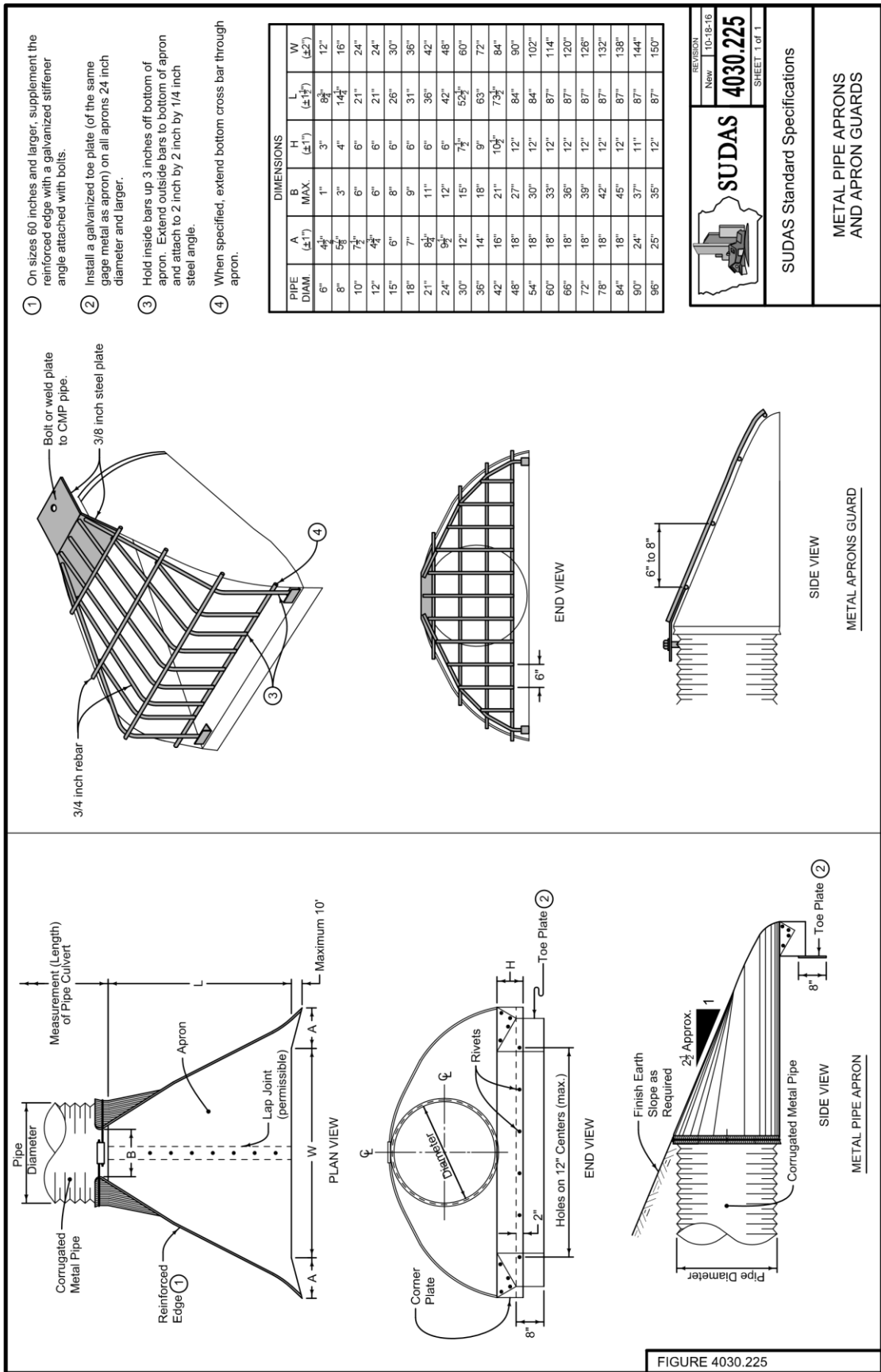
4030.224

REVISION: New 10-18-16

SHEET 1 of 1

SUDAS Standard Specifications

CONCRETE PIPE APRON GUARD



PIPE DIAM.	DIMENSIONS				
	A (±1")	B MAX.	H (±1")	L (±1")	W
6"	4 1/2"	1"	3"	8 1/2"	12"
8"	5 1/2"	3"	4"	14 1/2"	16"
10"	7 1/2"	6"	6"	21"	24"
12"	9 1/2"	6"	6"	21"	24"
15"	12"	8"	6"	26"	30"
18"	15"	9"	6"	31"	36"
21"	18"	11"	6"	36"	42"
24"	21"	12"	6"	42"	48"
30"	27"	15"	7 1/2"	52 1/2"	60"
36"	33"	18"	9"	63"	72"
42"	39"	21"	10 1/2"	73 1/2"	84"
48"	45"	24"	12"	84"	96"
54"	51"	27"	12"	84"	102"
60"	57"	30"	12"	87"	114"
66"	63"	33"	12"	87"	120"
72"	69"	36"	12"	87"	126"
78"	75"	39"	12"	87"	132"
84"	81"	42"	12"	87"	138"
90"	87"	45"	12"	87"	144"
96"	93"	48"	12"	87"	150"

REVISION

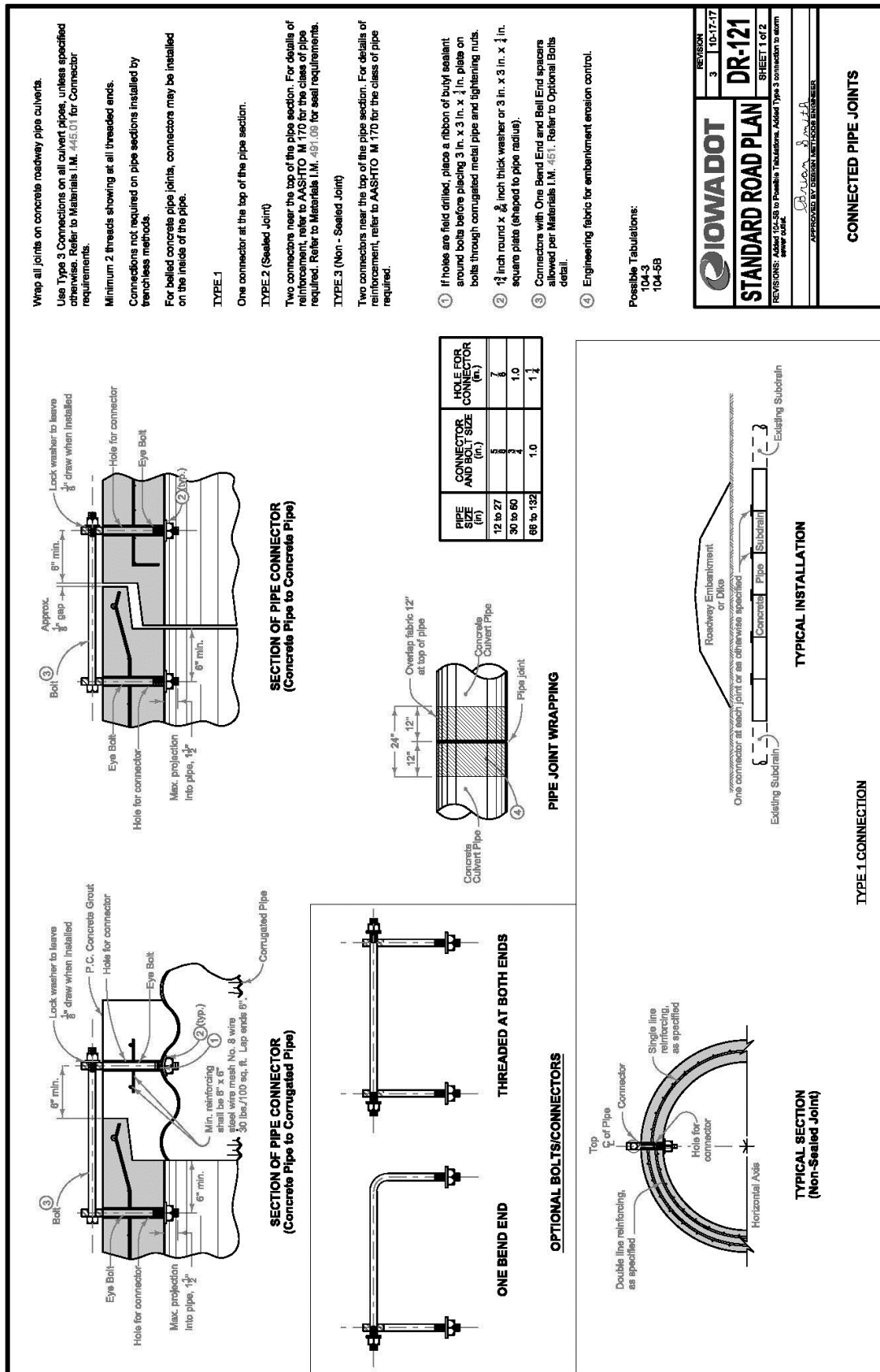
4030.225

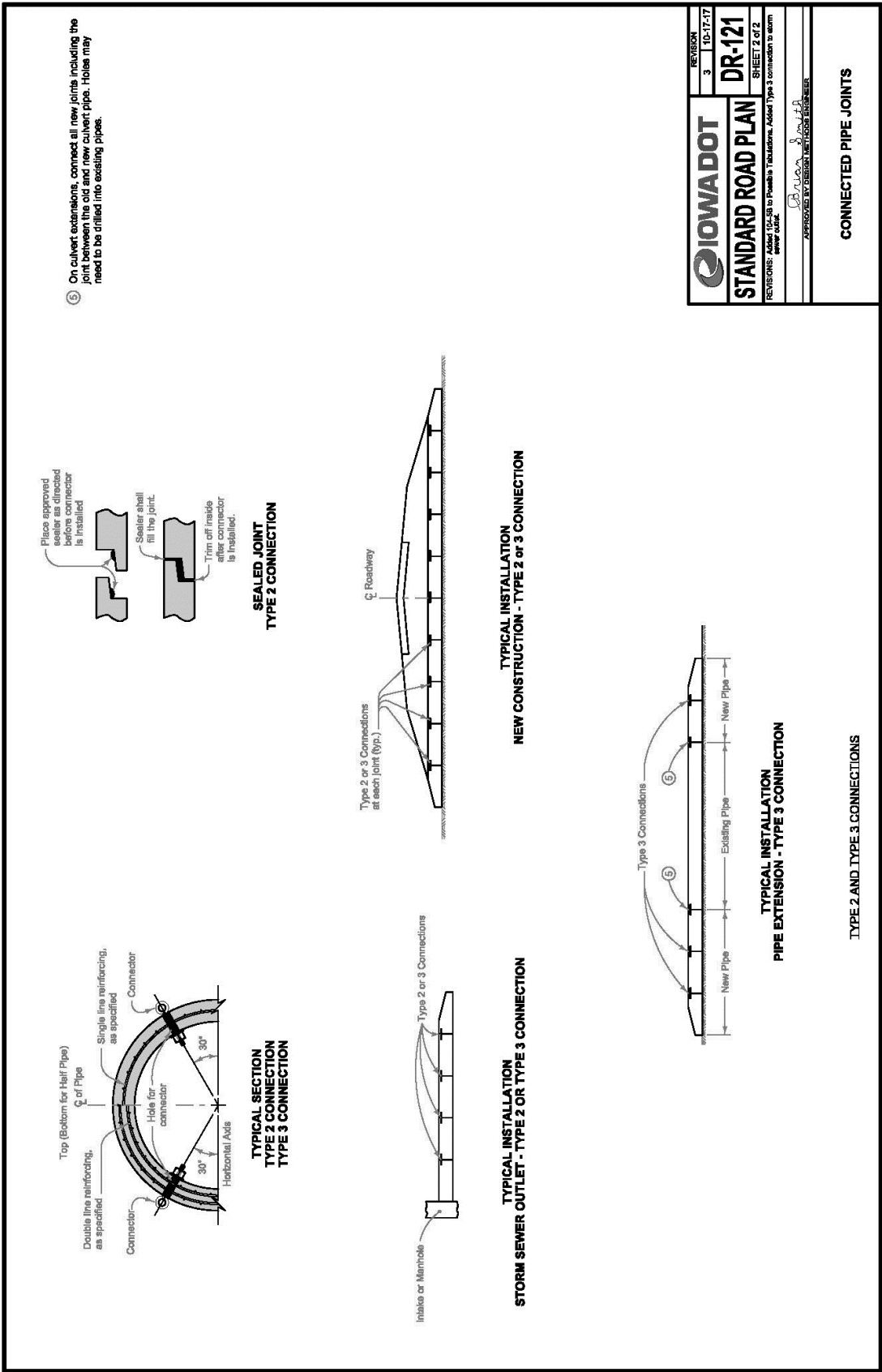
10-18-16

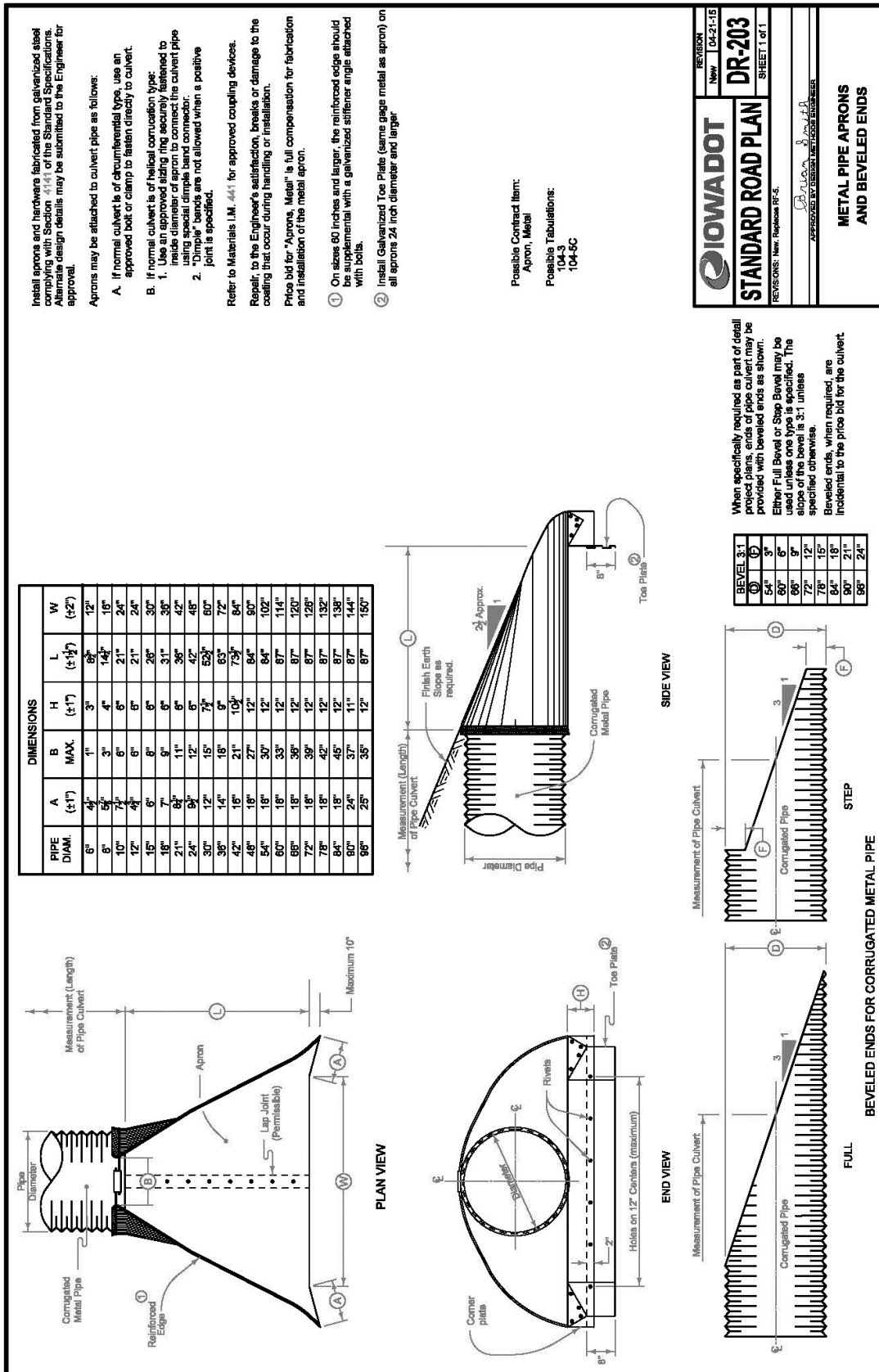
SHEET 1 of 1

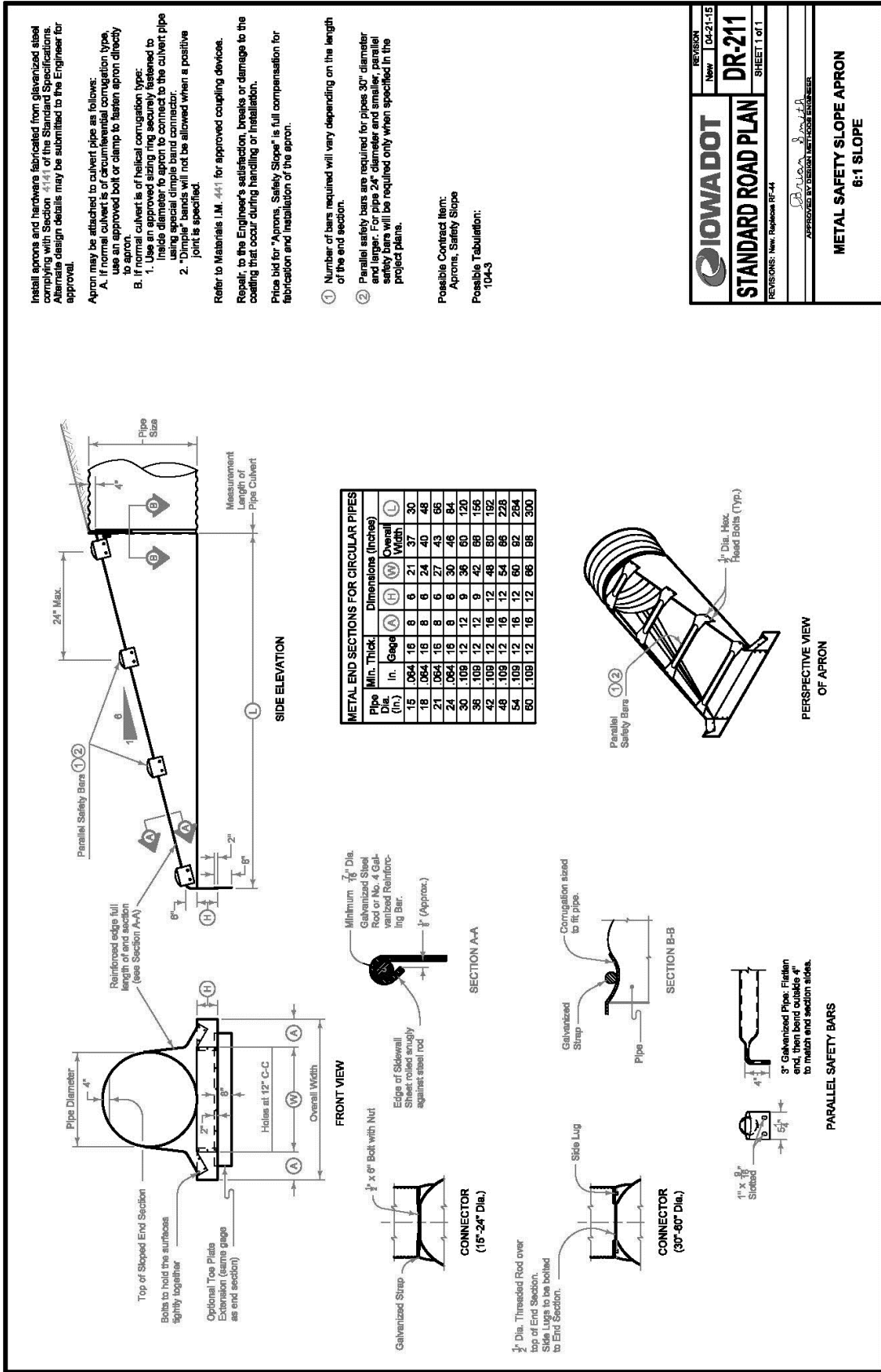
SUDAS Standard Specifications

METAL PIPE APRONS
AND APRON GUARDS









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



IOWADOT

REVISION
New 04-21-15

DR-212

SHEET 1 of 1

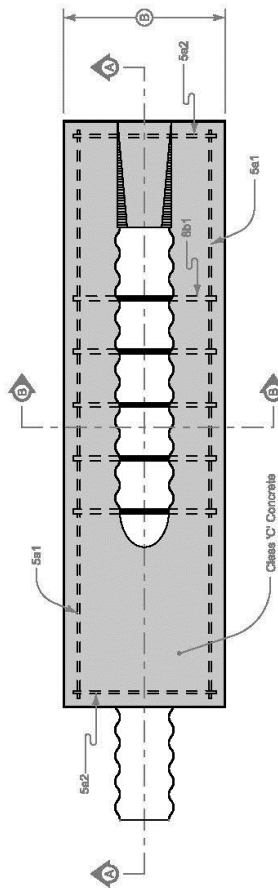
STANDARD ROAD PLAN

REVISIONS: New, Replace RE-27.

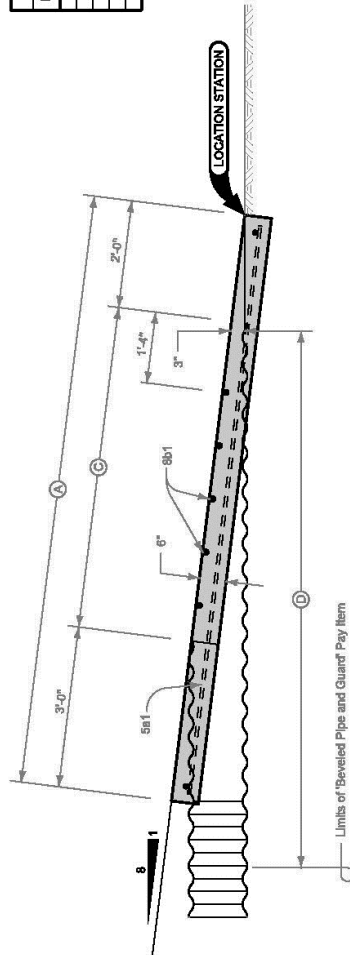

 APPROVED BY DESIGN TECHNICIAN ENGINEER

BEVELED PIPE AND GUARD

PIPE SIZE	(A)	(B)	(C)	(D)
12"	11'-0"	3'-0"	8'-0"	10'-0"
18"	13'-2"	3'-2"	8'-2"	12'-0"
18"	13'-4"	3'-4"	10'-4"	14'-0"
24"	17'-6"	3'-6"	12'-6"	18'-0"
24"	19'-6"	4'-0"	14'-6"	18'-0"

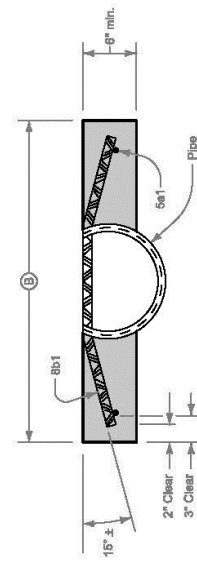


PLAN



REINFORCING BAR LIST						TOTAL WEIGHT	
PIPE SIZE	BAR	LOCATION	SHAPE	COUNT	LENGTH	LIN. FT.	WEIGHT
12"	5a1	Base	—	2	10'-0"	21.4	22.3
	5a2	Base	—	2	2'-0"	5.4	5.8
	8b1	Base	—	5	2'-10"	14.2	37.9
18"	5a1	Base	—	2	12'-10"	28.7	28.8
	5a2	Base	—	2	2'-11"	5.9	6.2
	8b1	Base	—	7	3'-1"	21.6	57.7
18"	5a1	Base	—	2	15'-0"	30.0	31.3
	5a2	Base	—	2	3'-0"	6.4	6.7
	8b1	Base	—	9	3'-4"	30.0	80.1
21"	5a1	Base	—	2	17'-2"	34.4	35.9
	5a2	Base	—	2	3'-0"	6.9	7.2
	8b1	Base	—	11	3'-7"	39.5	106.5
24"	5a1	Base	—	2	19'-4"	38.7	40.4
	5a2	Base	—	2	3'-0"	7.4	7.7
	8b1	Base	—	13	3'-10"	48.9	133.2

SECTION A-A



SECTION B-B

SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.01 SUBDRAINS

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

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

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

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.

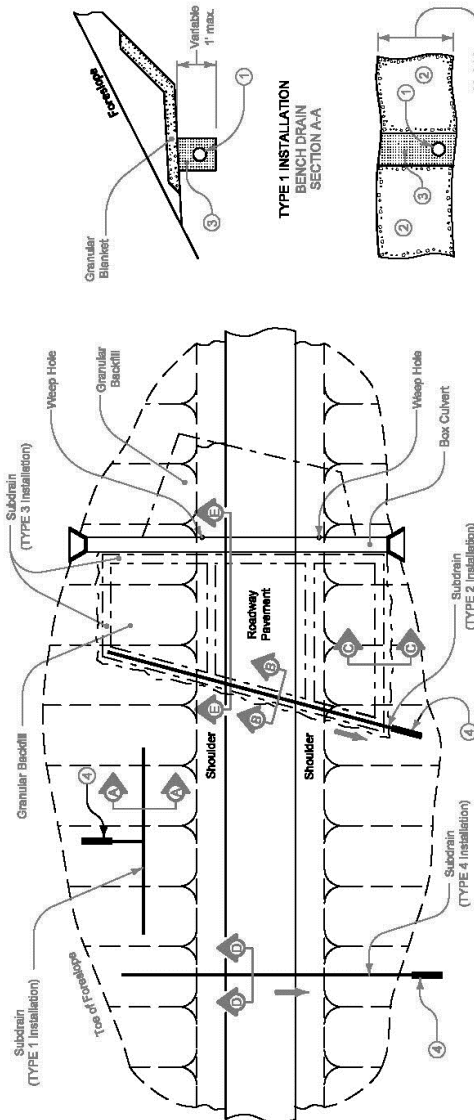
- ① Perforated Subdrain (Polyethylene Corrugated Tubing).
- ② Granular Material for Blanket (Uncompacted).
- ③ Porous Backfill (Uncompacted).
- ④ For Subdrain outlet construction details, see DR-305 and DR-306.
- ⑤ 10 inches for 4 inch subdrain; 12 inches for 6 inch subdrain.

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)	

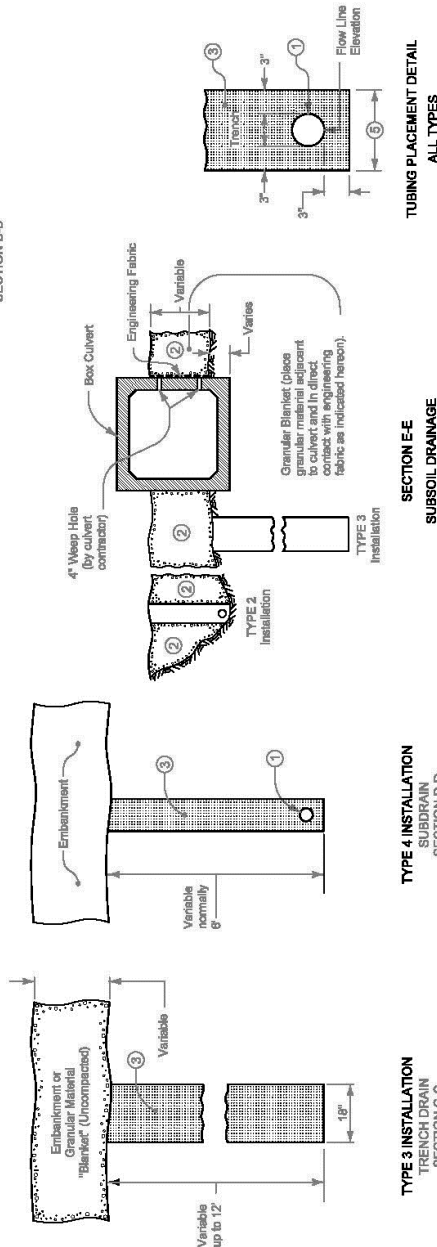


TYPE 1 INSTALLATION
BENCH DRAIN
SECTION A-A

TYPE 2 INSTALLATION
SUBDRAIN
SECTION B-B

TYPE 3 INSTALLATION
TRENCH DRAIN
SECTION C-C

TYPE 4 INSTALLATION
SUBDRAIN
SECTION D-D

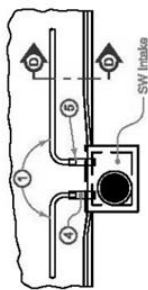


TUBING PLACEMENT DETAIL
ALL TYPES

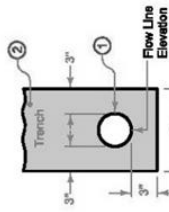
SECTION E-E
SUBSOIL DRAINAGE

TYPE 4 INSTALLATION
SUBDRAIN
SECTION D-D

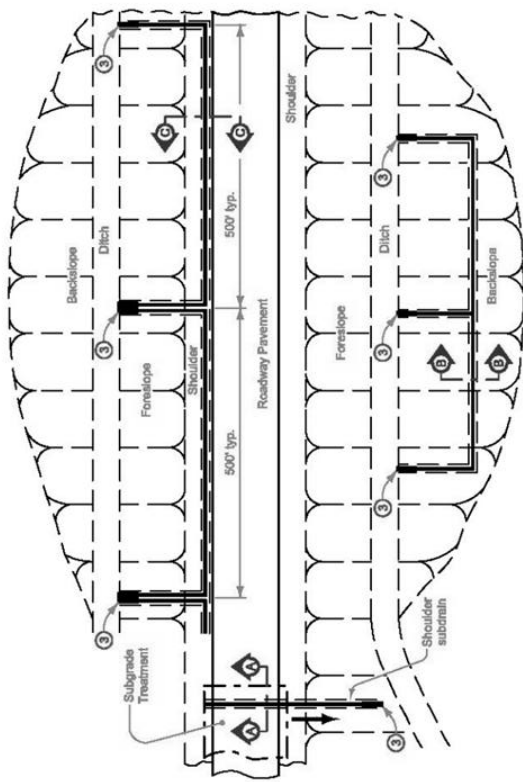
TYPE 3 INSTALLATION
TRENCH DRAIN
SECTION C-C



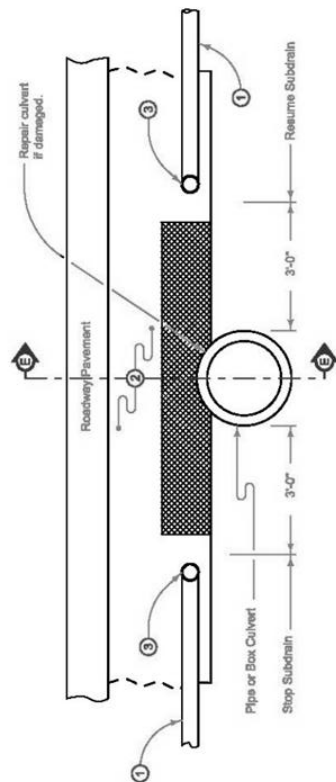
INTAKE OUTLET



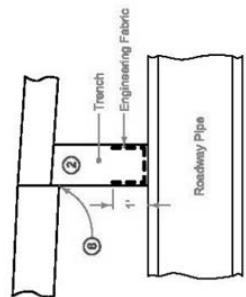
TUBING PLACEMENT
ALL TYPES



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.

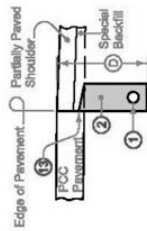
- ⑧ 10 inches for 4 inch subdrain, 12 inches for 6 inch subdrain.

Possible Contract Items:
Subdrain, Longitudinal, (Backslope)
Subdrain, Longitudinal, (Shoulder)
Subdrain Outlet (DR-303)
Subdrain Outlet (DR-306)

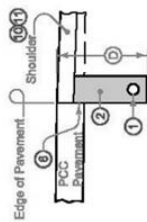
Possible Tabulation:
104-9

	REVISION	3	10-17-17
	DR-303		
STANDARD ROAD PLAN		SHEET 1 of 2	
REVISIONS: Reference to the DR-303 have been changed to the DR-306.			
APPROVED BY DESIGN:			
SUBDRAINS (LONGITUDINAL)			

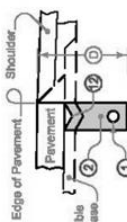
- 1 Perforated Subdrain (Corrugated Polyethylene Tubing).
- 2 Porous Backfill for Subdrain (compacted).
- 3 Place porous backfill in direct contact with a minimum of 2 inches of pavement and continuous to shoulder material as per note 11 or 12.
- 4 Install subdrain as cut proceeds.
- 5 On existing Granular 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.



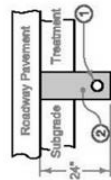
**TYPE 7B INSTALLATION
SECTION C-C**



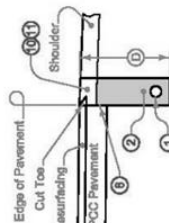
**TYPE 7A INSTALLATION
SECTION C-C**



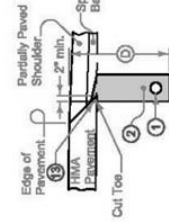
**TYPE 6 INSTALLATION
SECTION C-C
For Drain Placement Prior to
Subbase or Pavement Placement**



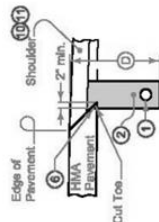
**TYPE 5 INSTALLATION
SECTION A-A
Subgrade Treatment Subdrain**



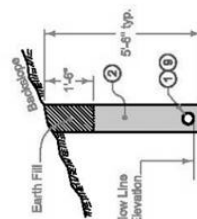
**TYPE 9 INSTALLATION
SECTION C-C
Composite Pavement
with Existing Shoulder**



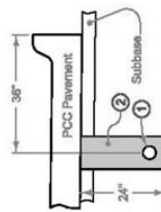
**TYPE 8B INSTALLATION
SECTION C-C**



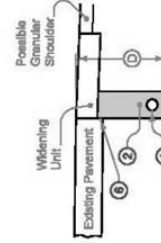
**TYPE 8A INSTALLATION
SECTION C-C**



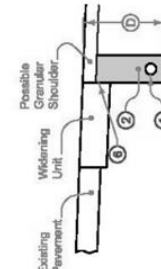
**TYPE 11 INSTALLATION
SECTION B-B
Backslope**



**TYPE 12 INSTALLATION
SECTION D-D**

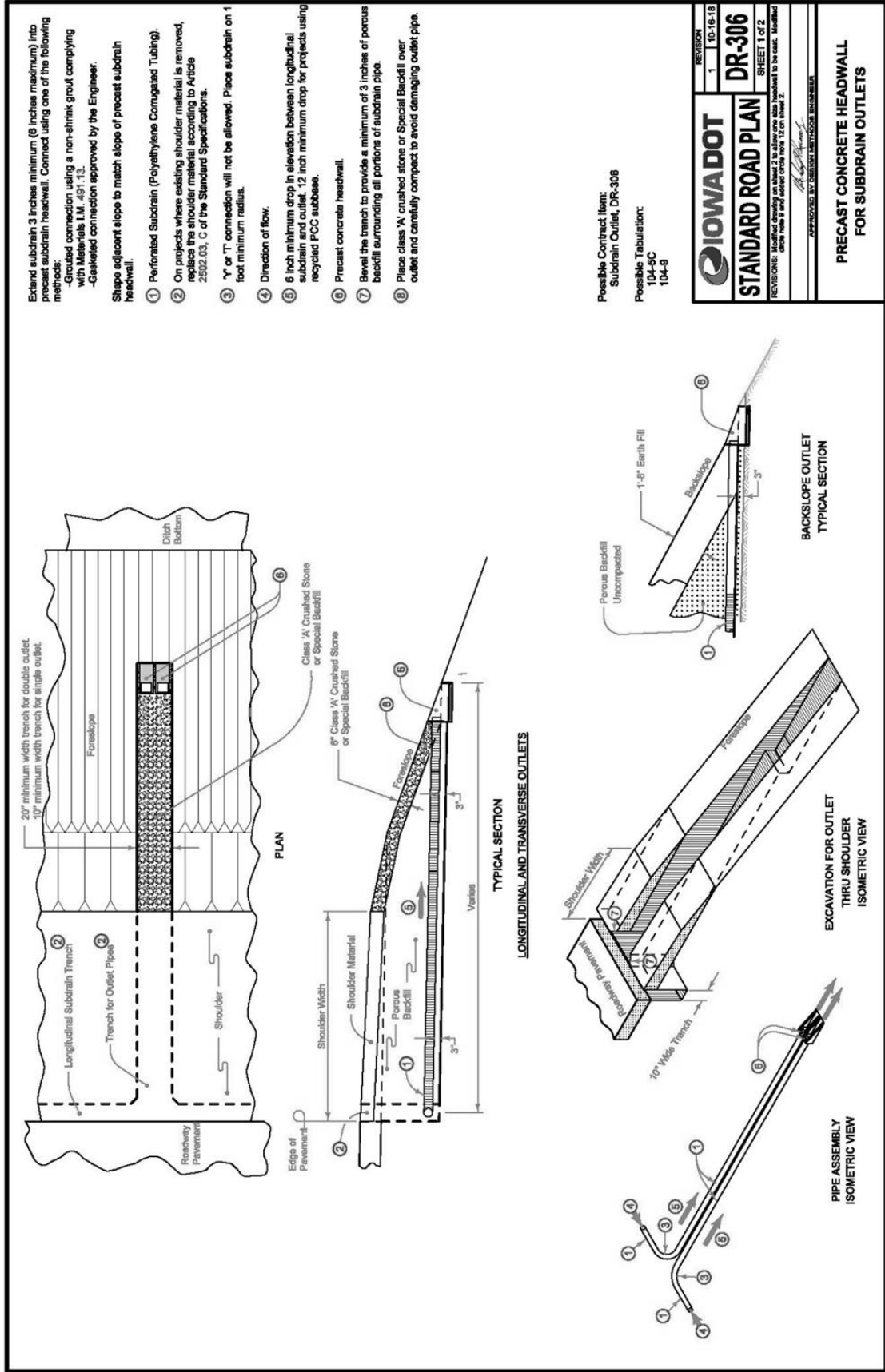


**TYPE 13 INSTALLATION
SECTION C-C
For New Widening Unit if
Thinner than Existing Pavement**



**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 DISTRICT ENGINEER			
SUBDRAINS (LONGITUDINAL)			

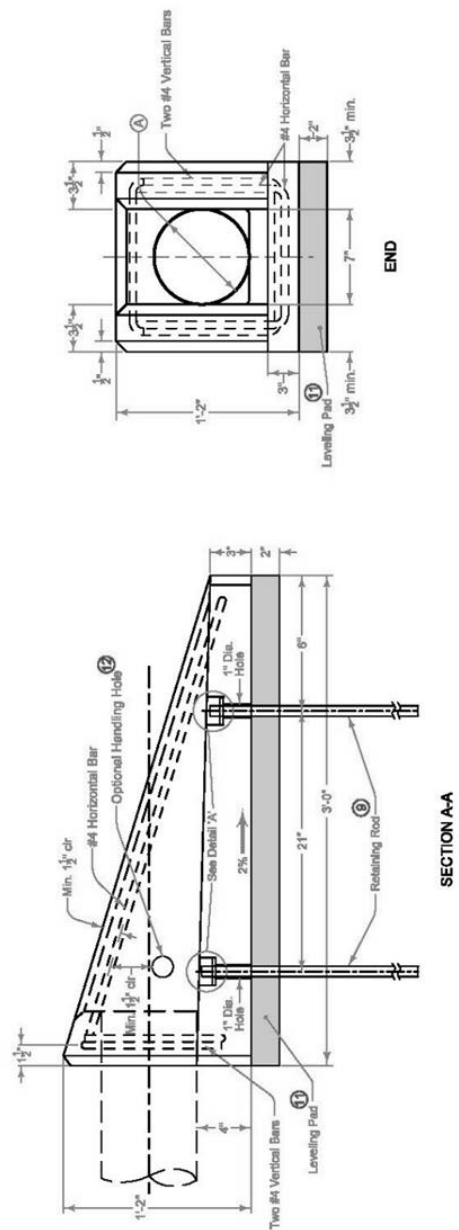


The technical drawings illustrate the dimensions and components of a retaining rod:

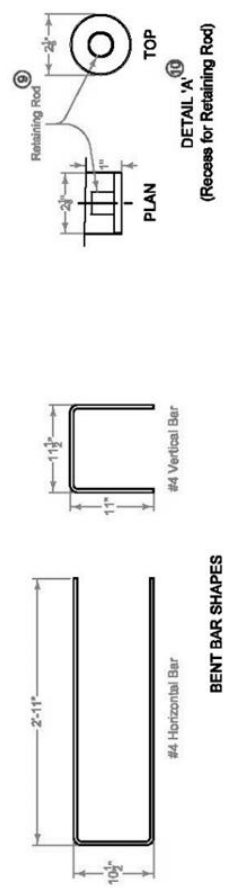
- TOP View:** Shows a circular cross-section with a central hole. The hole has a diameter of $\frac{1}{8}$ " and is labeled "Drilled Hole". The outer diameter of the rod is 2". A dimension of $\frac{3}{4}$ " is shown from the center to the edge, and a dimension of $\frac{1}{4}$ " is shown from the center to the hole edge. The label "TOP" is at the bottom.
- ELEVATION View:** Shows the rod in profile. The total length is 5". The rod has a diameter of $\frac{3}{4}$ " and is labeled "Retaining Rod". The end view shows a hole with a diameter of $\frac{1}{8}$ ". The label "ELEVATION" is at the bottom.
- PLAN View:** Shows the rod in perspective. The rod is labeled "Retaining Rod". The end view shows a hole with a diameter of $\frac{1}{8}$ ". The rod is surrounded by "Two #4 Vertical Bars" and "Two #4 Horizontal Bars". The label "PLAN" is at the bottom.

- ⑥ ASTM A36 Steel galvanized according to ASTM A123 or ASTM F2320 after shop welding is complete.
- ⑦ After installing mainring rod, fill recess with bituminous material complying with ASTM C990 to prevent moisture infiltration.
- ⑧ Granular material complying with Section 4133 of the Standard Specifications.
- ⑨ Maximum diameter 2 inches. Fill hole with soil light plug after placing headwall and before placing backfill.

DIMENSION	4" DIA PIPE	6" DIA PIPE
	5"	7"



SECTION A-A



BENT BAR SHAPES

(Recess for Retaining Rod)

 IOWA DOT	REVISION	
	1	10-16-10
DR-306		
SHEET 2 of 2		
REVISIONS: Modified drawing on sheet 2 to allow for ability to connect to the main. Subdrain shall now be a solid circular pipe 1' to sheet 2.		
		
AUTHORIZED BY DESIGN ENGINEER: [Signature]		
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)

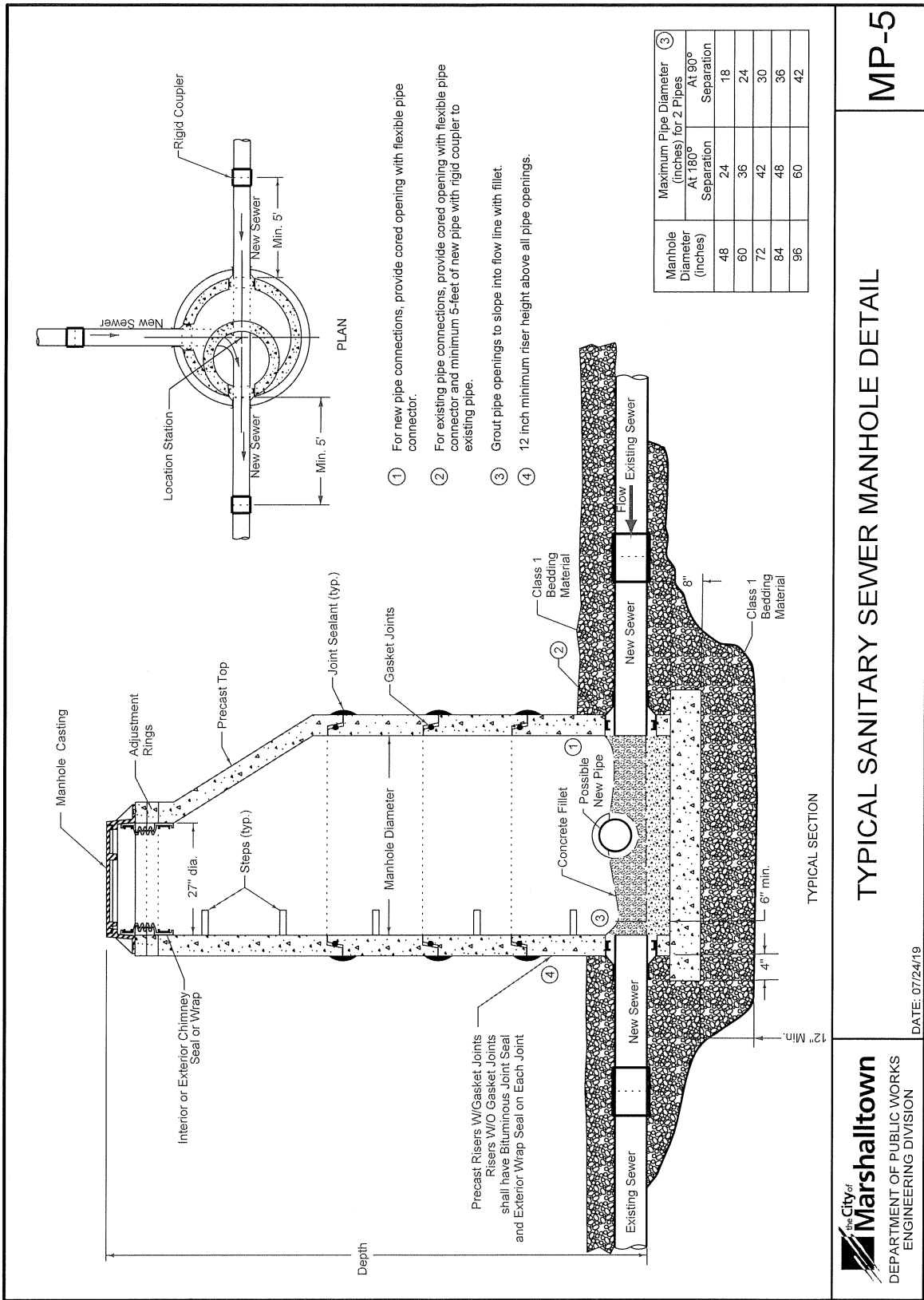
LOW PRESSURE/VACUUM TESTING OF SANITARY MANHOLES

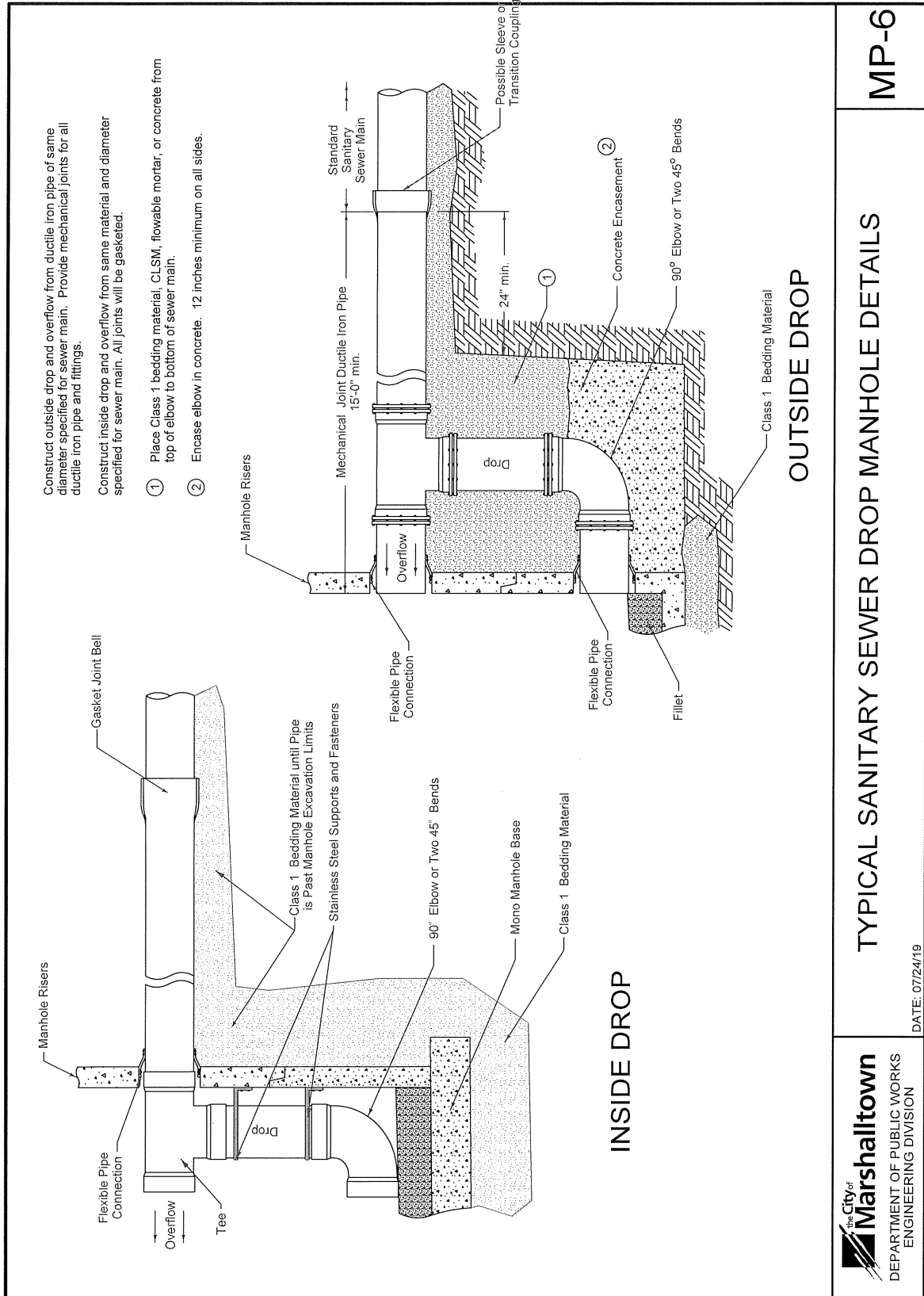
PROJECT NAME: _____

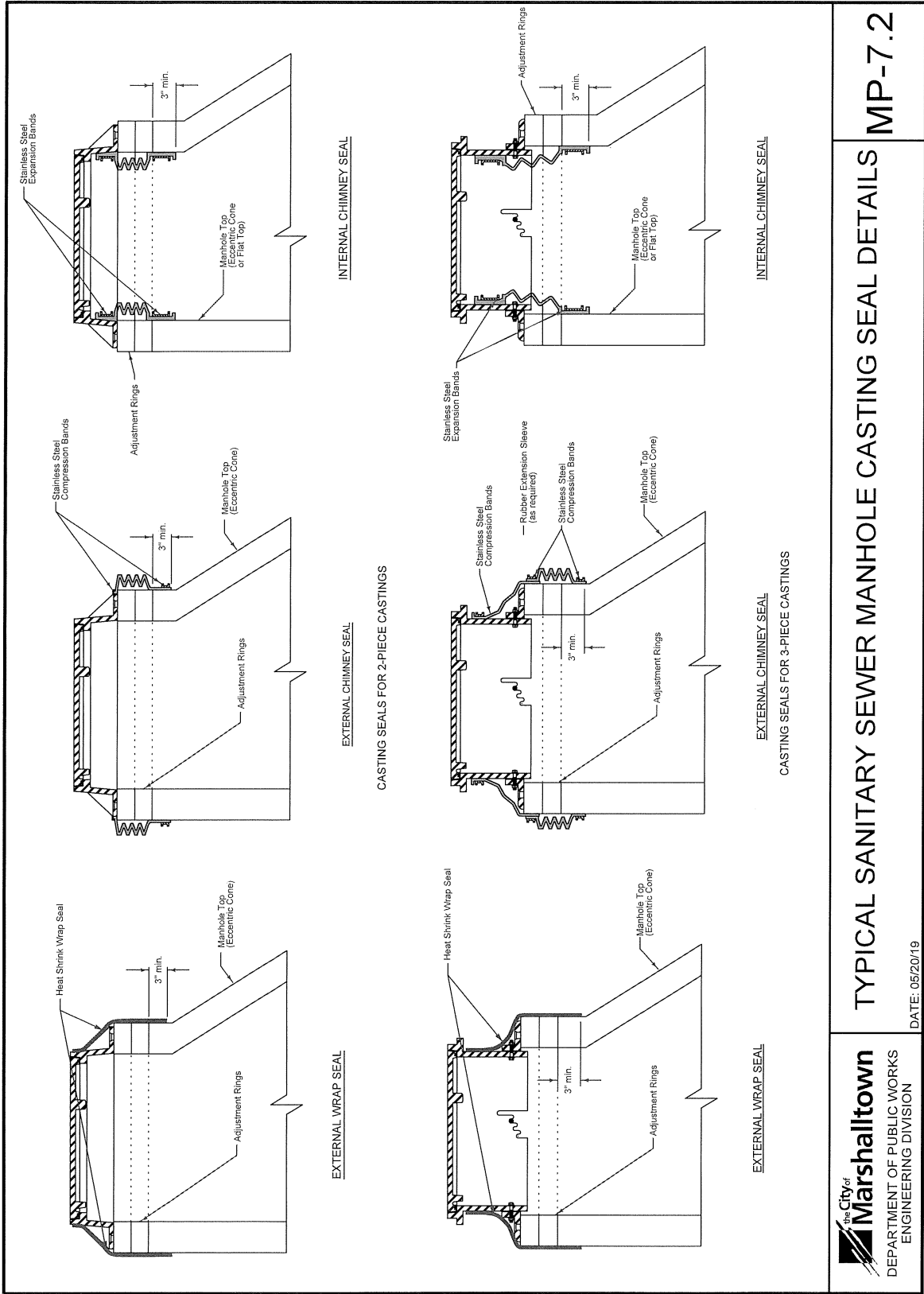
LOCATION: _____

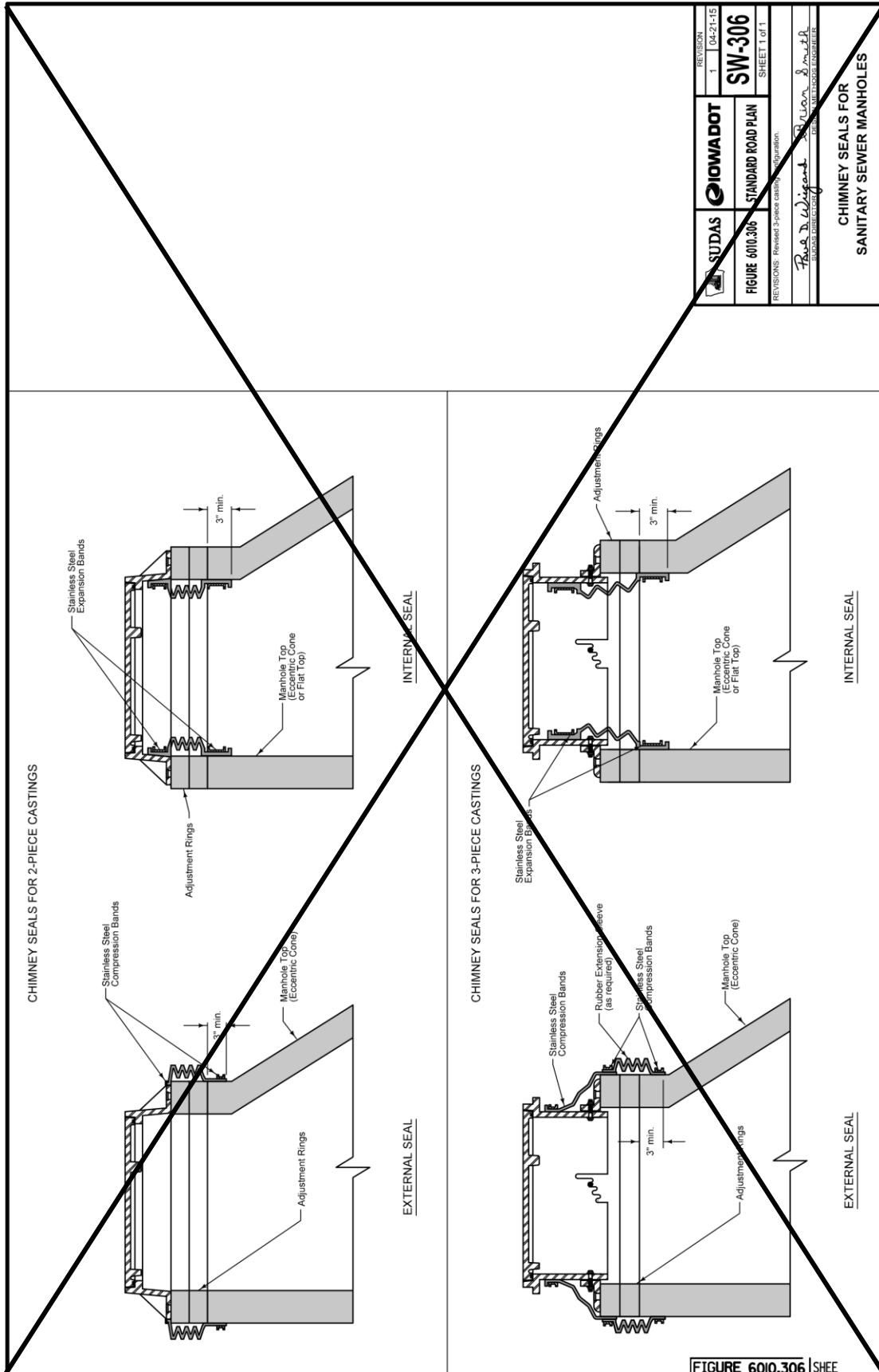
CONTRACTOR: _____

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 _____ _____ _____	<i>TEST INFORMATION:</i> Low Pressure Method: Initial Pressure: _____ psi Starting Test Pressure: _____ psi Ending Test Pressure: _____ psi Test Duration: _____ Sec(s) CONCLUSION: Complies: Yes _____ No _____ <i>Vacuum Method</i> 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 _____ _____ _____	<i>TEST INFORMATION:</i> Low Pressure Method: Initial Pressure: _____ psi Starting Test Pressure: _____ psi Ending Test Pressure: _____ psi Test Duration: _____ Sec(s) CONCLUSION: Complies: Yes _____ No _____ <i>Vacuum Method</i> 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 _____ _____ _____	<i>TEST INFORMATION:</i> Low Pressure Method: Initial Pressure: _____ psi Starting Test Pressure: _____ psi Ending Test Pressure: _____ psi Test Duration: _____ Sec(s) CONCLUSION: Complies: Yes _____ No _____ <i>Vacuum Method</i> 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: _____ Project Representative	Results reviewed and affirmed by: _____ Project Engineer City of Marshalltown, Iowa

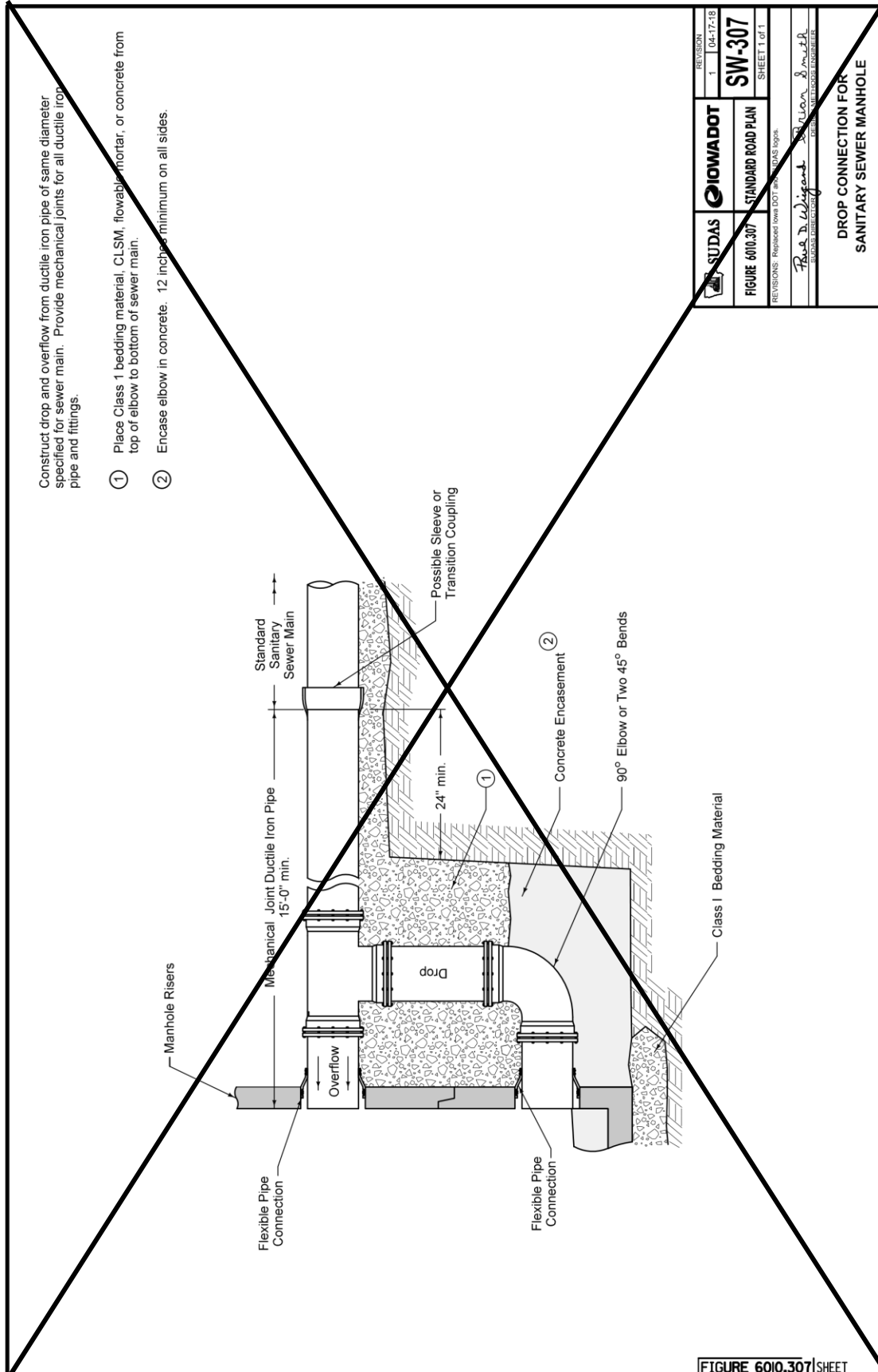




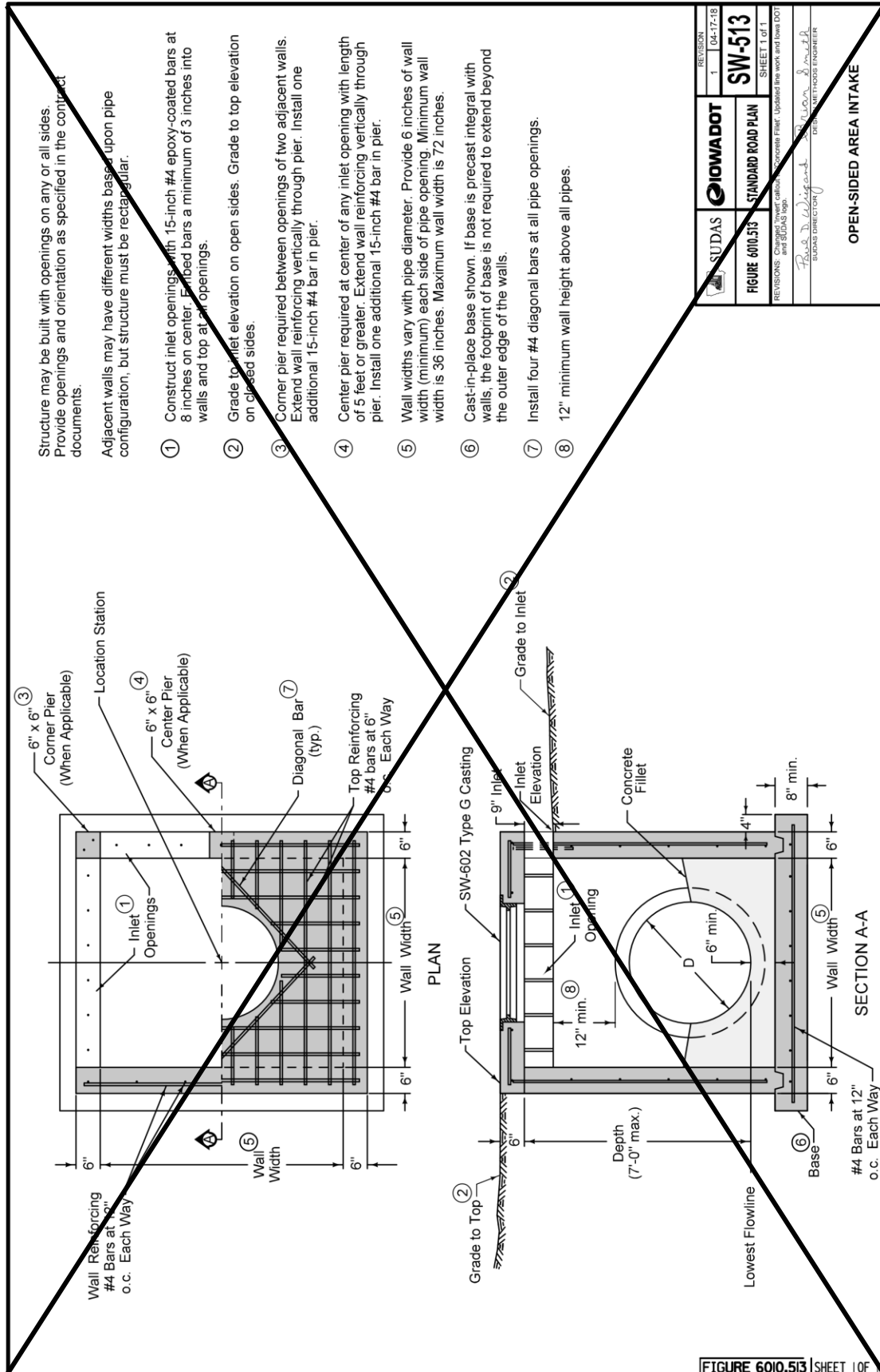




		REVISION	
		1 04-21-15	
FIGURE 6010.306		SW-306	
STANDARD ROAD PLAN		SHEET 1 of 1	
REVISIONS: Revised 3-piece casting configuration.			
<i>Brad Wingard</i>			
PROJECT MANAGER			
PROJECT ENGINEER			
CHIMNEY SEALS FOR SANITARY SEWER MANHOLES			



REVISIONS	1	04-12-18
FIGURE 6010.307	IOWA DOT	SW-307
STANDARD ROAD PLAN		
REVISIONS: Replaced Iowa DOT # 6010.307		
<i>Red Wing</i>	<i>Sharon Smith</i>	
DESIGN ENGINEER	DESIGN ENGINEER	
DROP CONNECTION FOR SANITARY SEWER MANHOLE		



SECTIONS 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

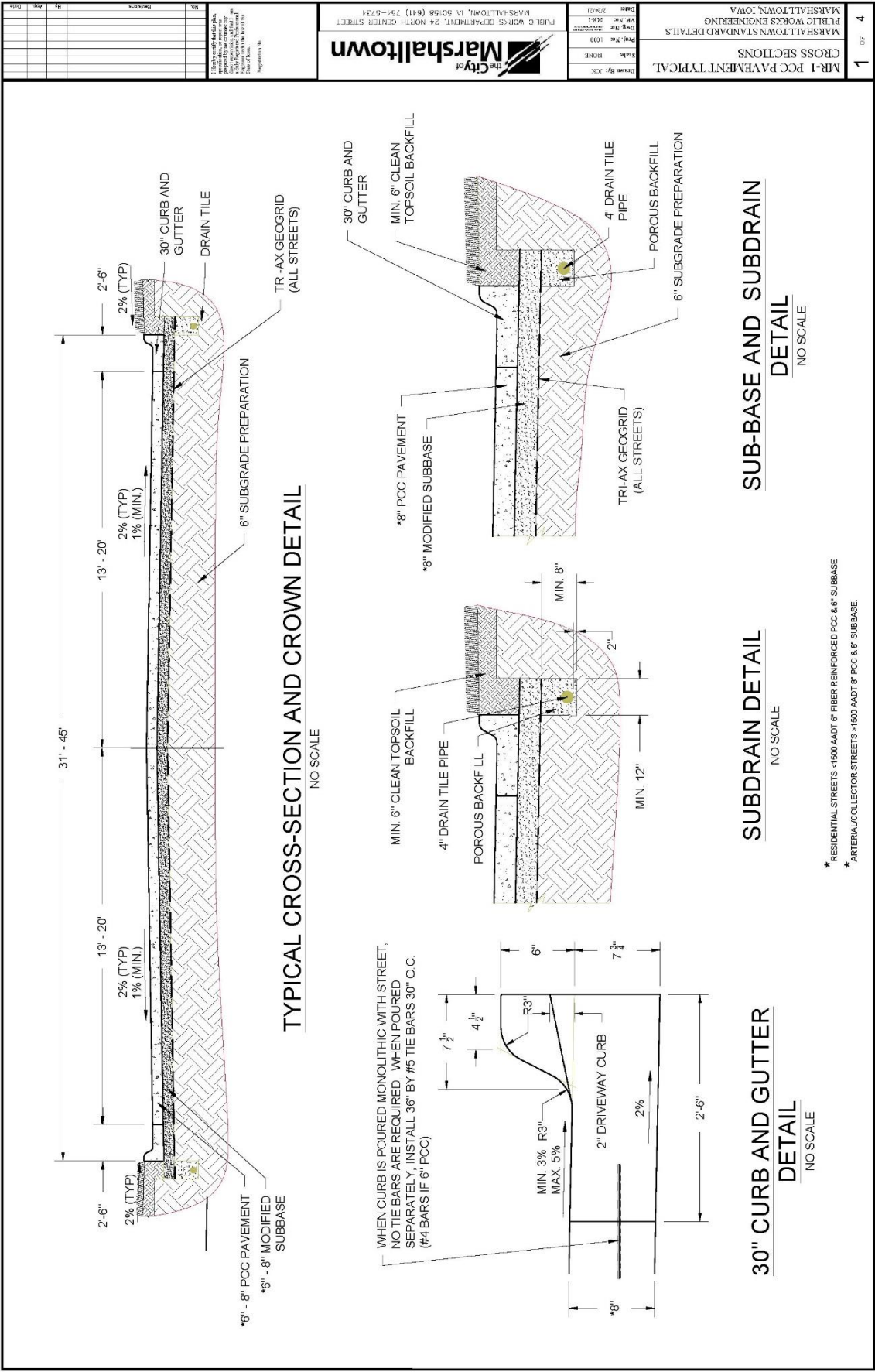
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for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

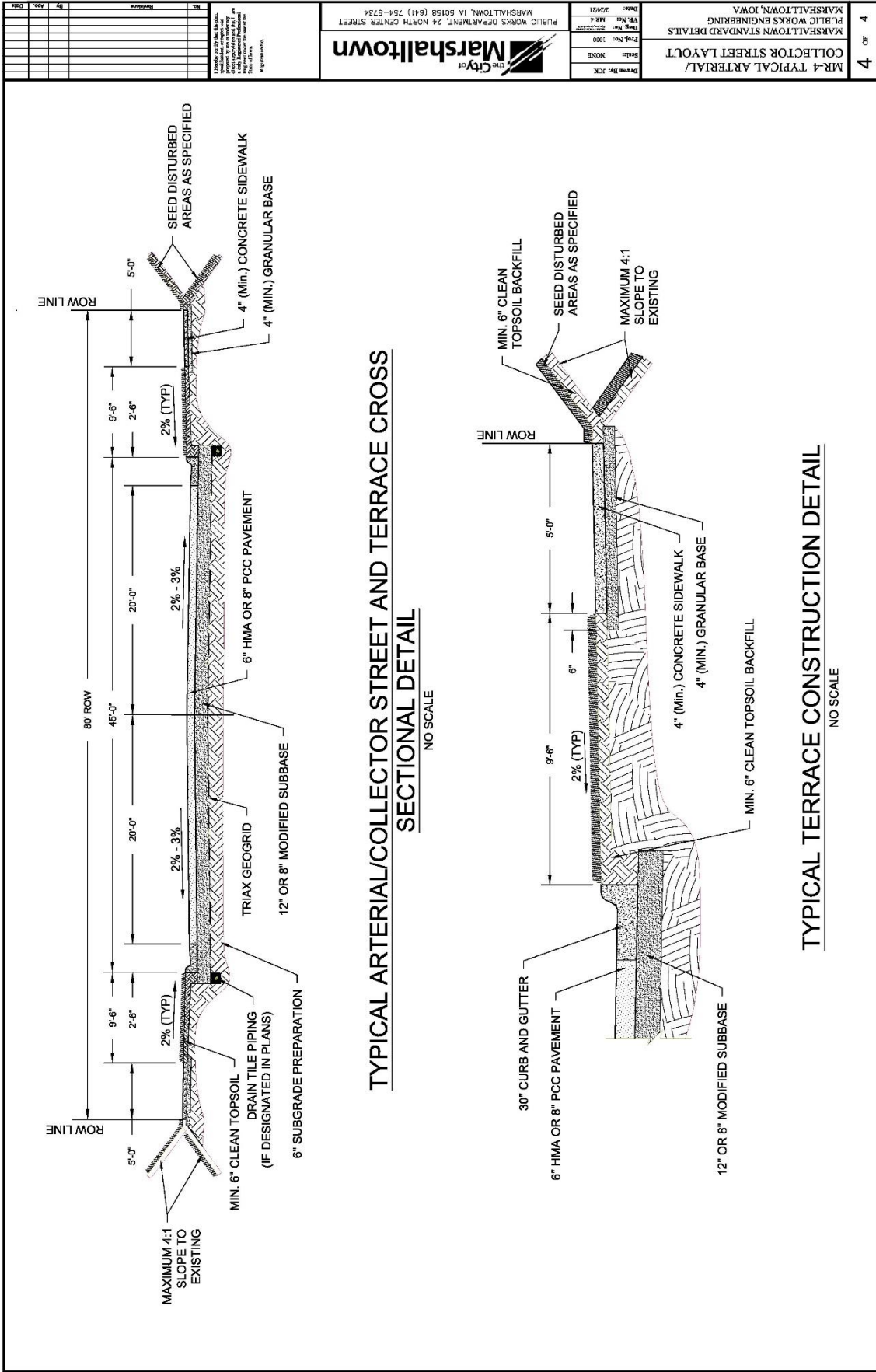
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

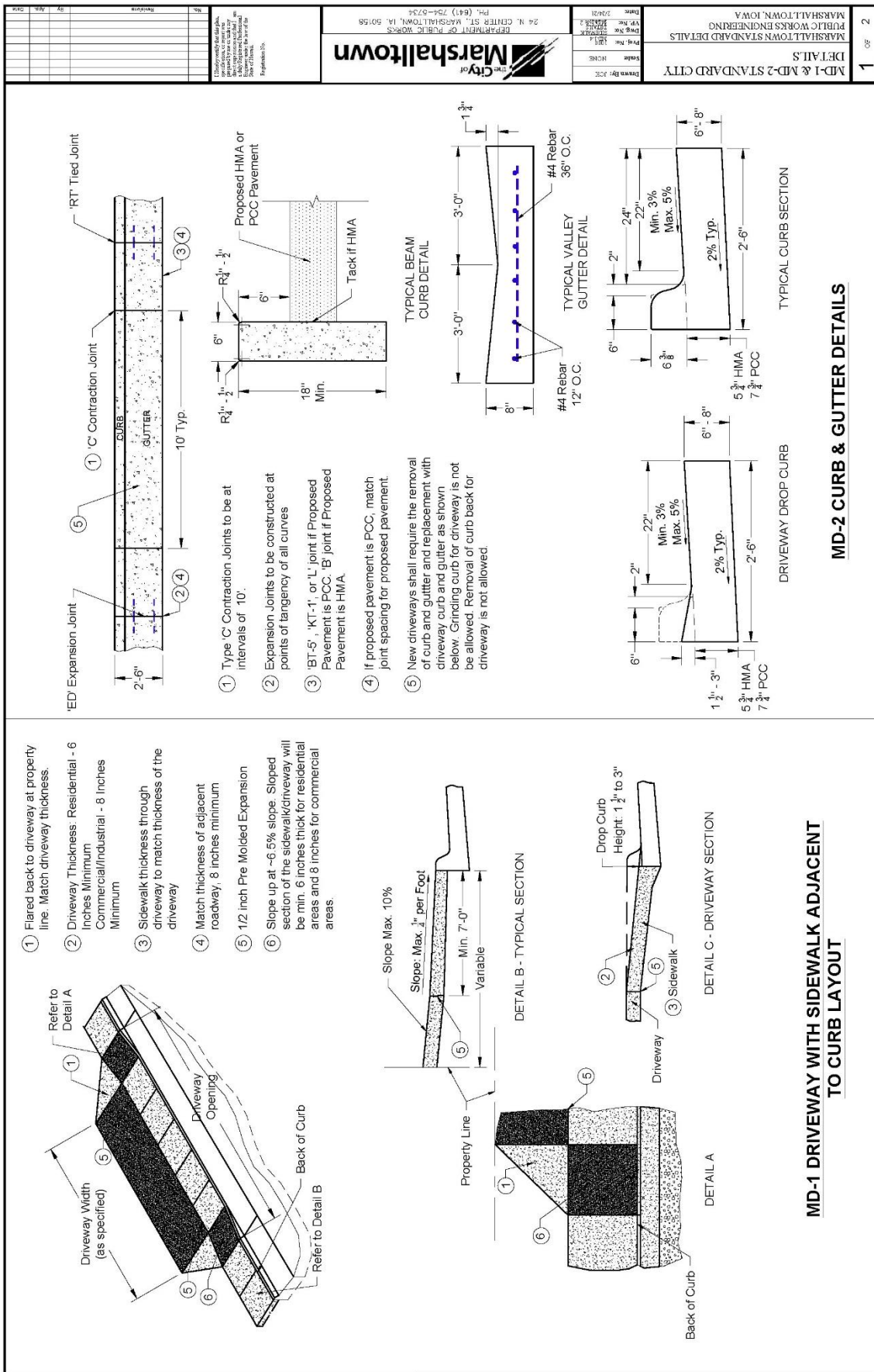
A. Added the following details:

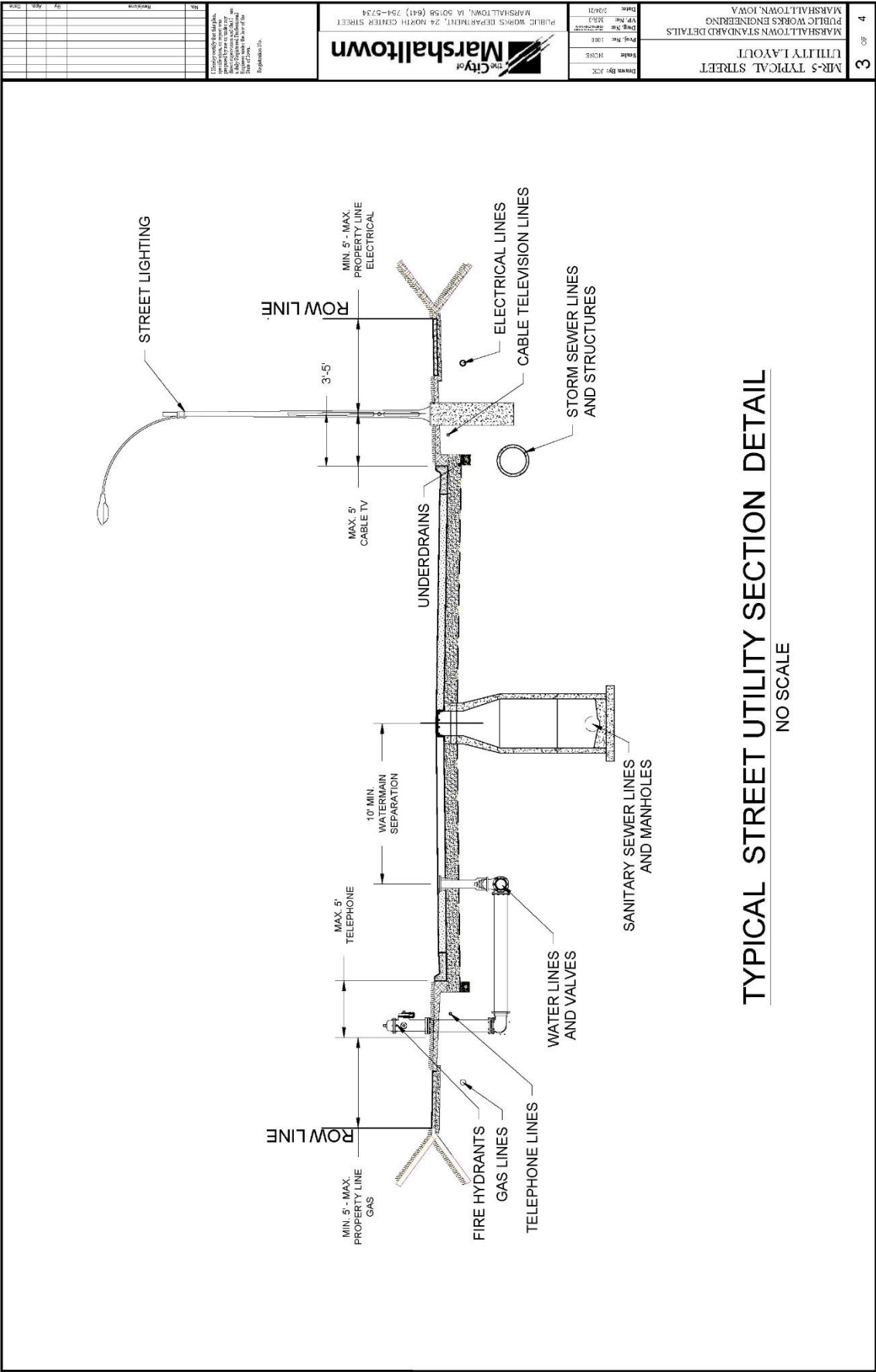
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail











3 of 4	MR-5 TYPICAL STREET UTILITY LAYOUT MARSHALLTOWN STANDARD DETAILS PUBLIC WORKS ENGINEERING MARSHALLTOWN, IOWA	Drawn By: JSC Scale: NONE Proj. No: 1002 Date: 2/20/21	 PUBLIC WORKS DEPARTMENT, 24 NORTH CENTER STREET MARSHALLTOWN, IA 50108 (641) 724-5234 Marshalltown	No. _____ Revision _____ Date _____
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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

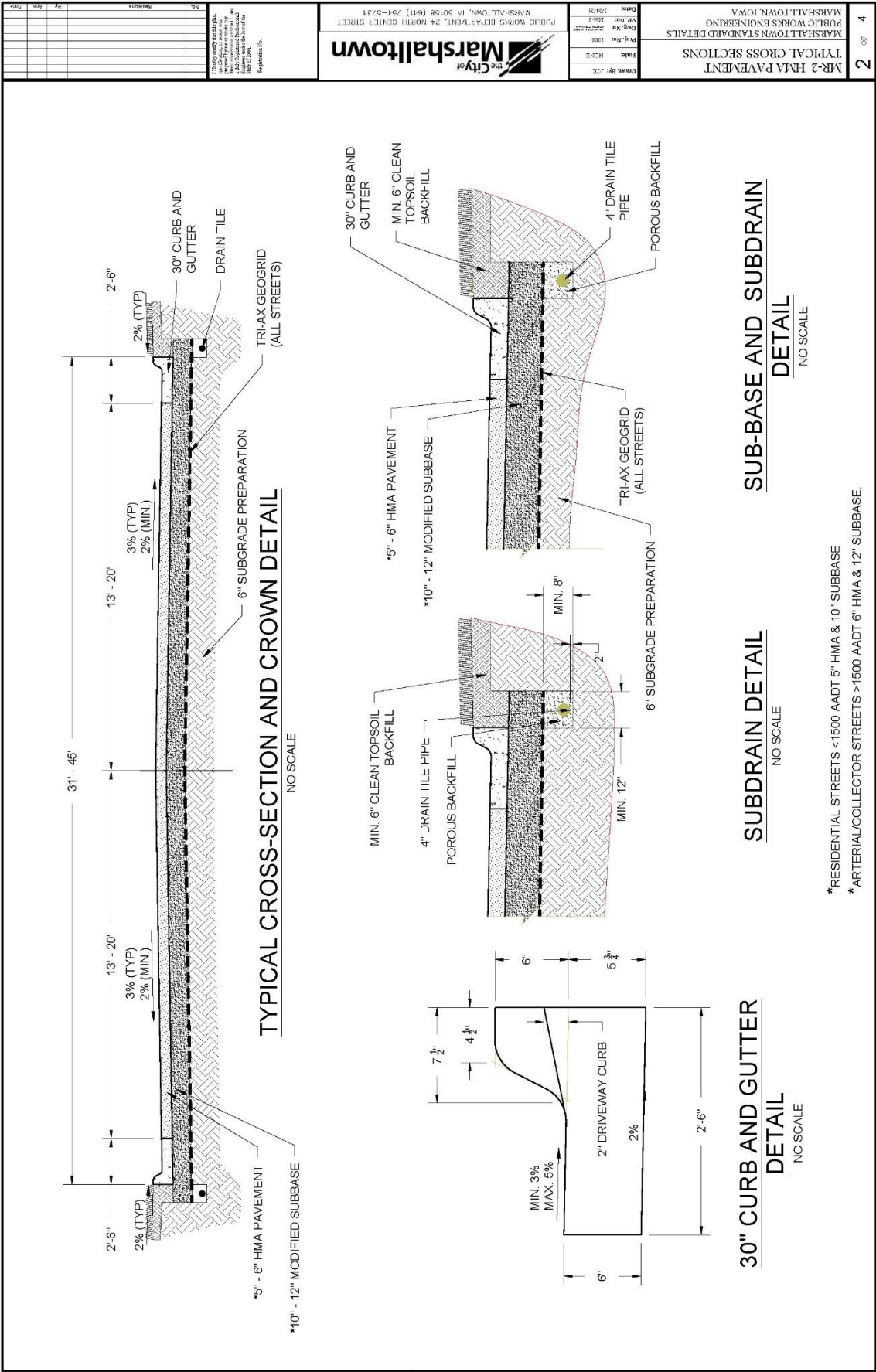
1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

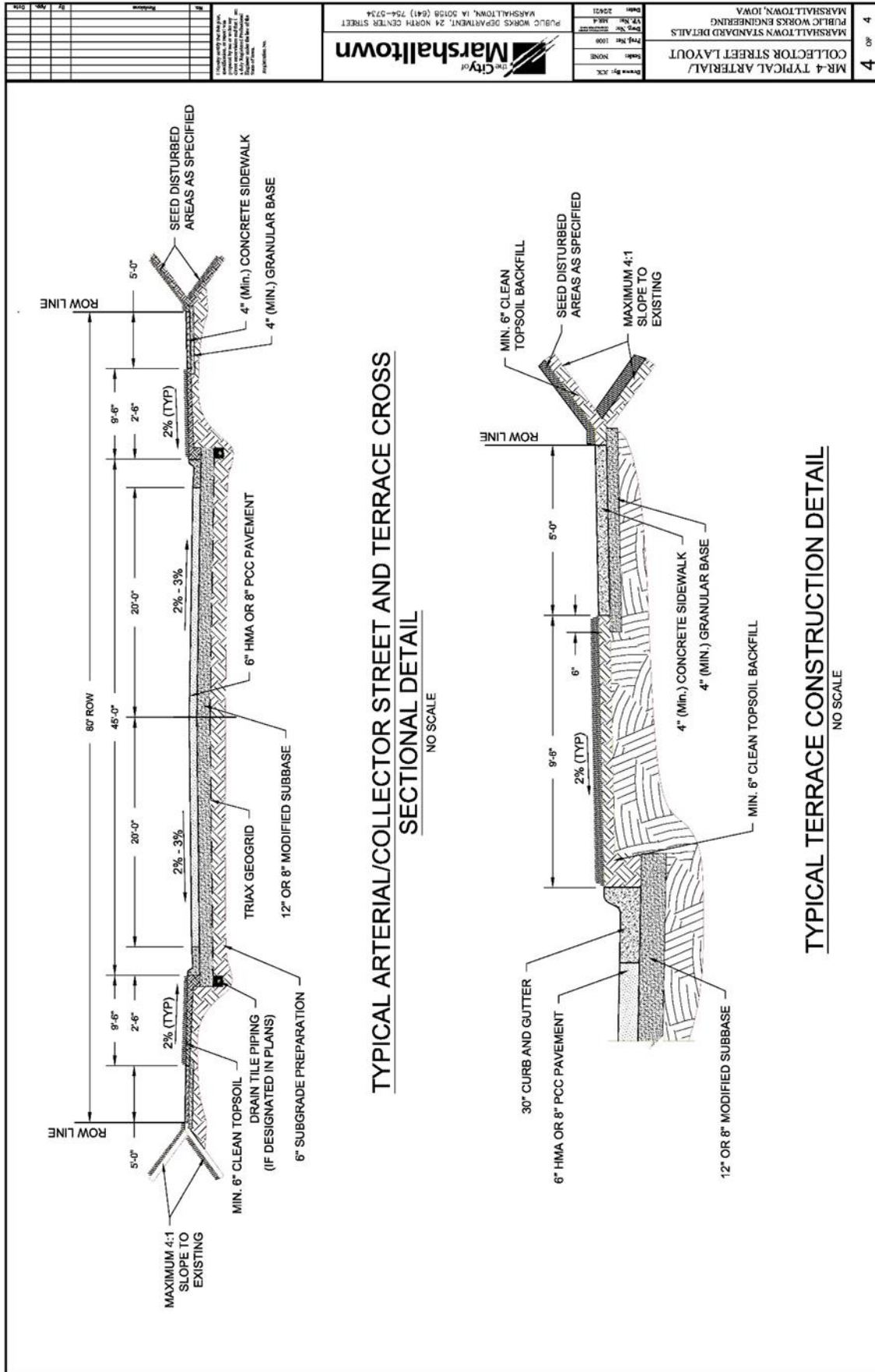
PART 3 - EXECUTION

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





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.

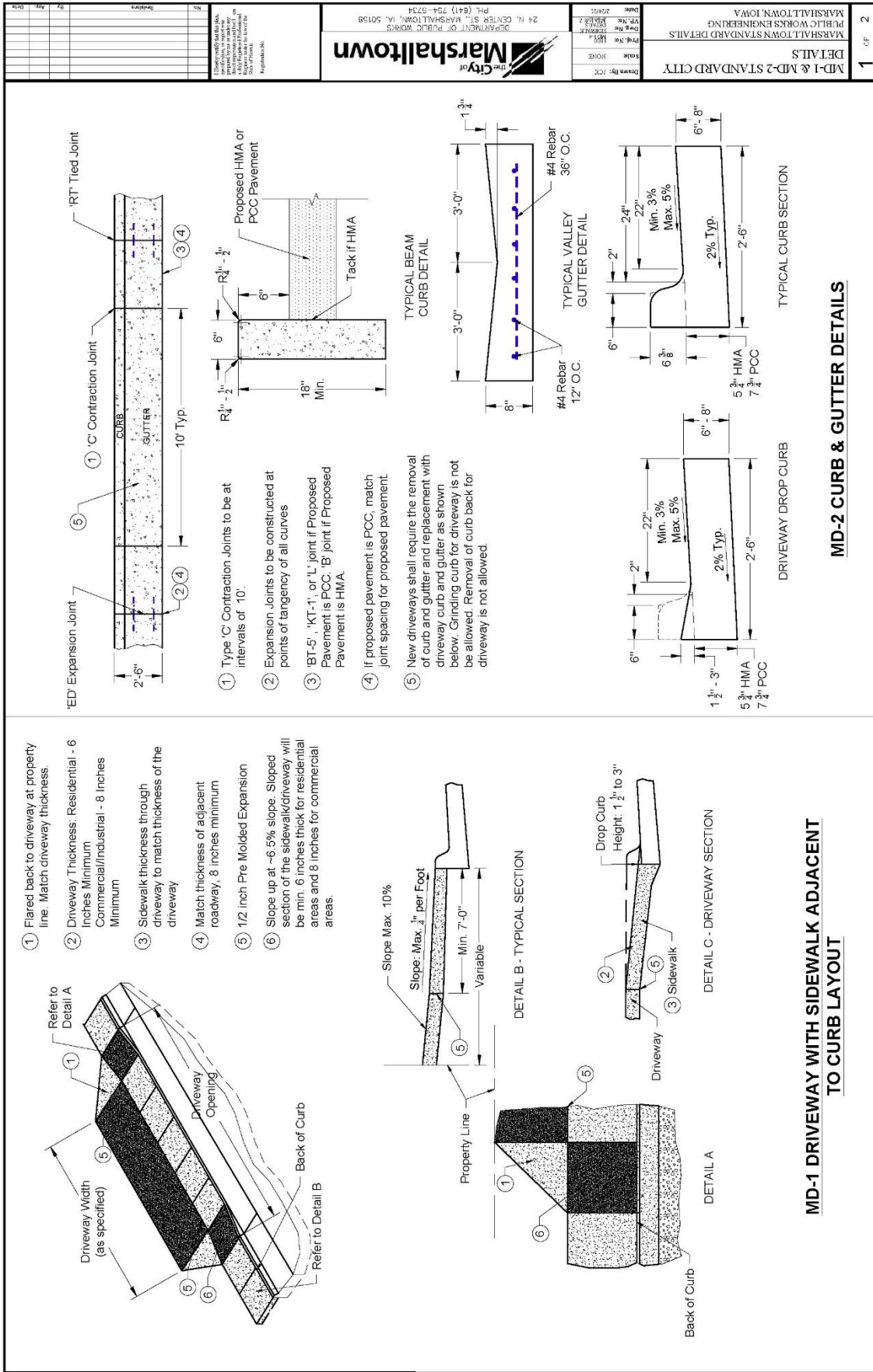
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

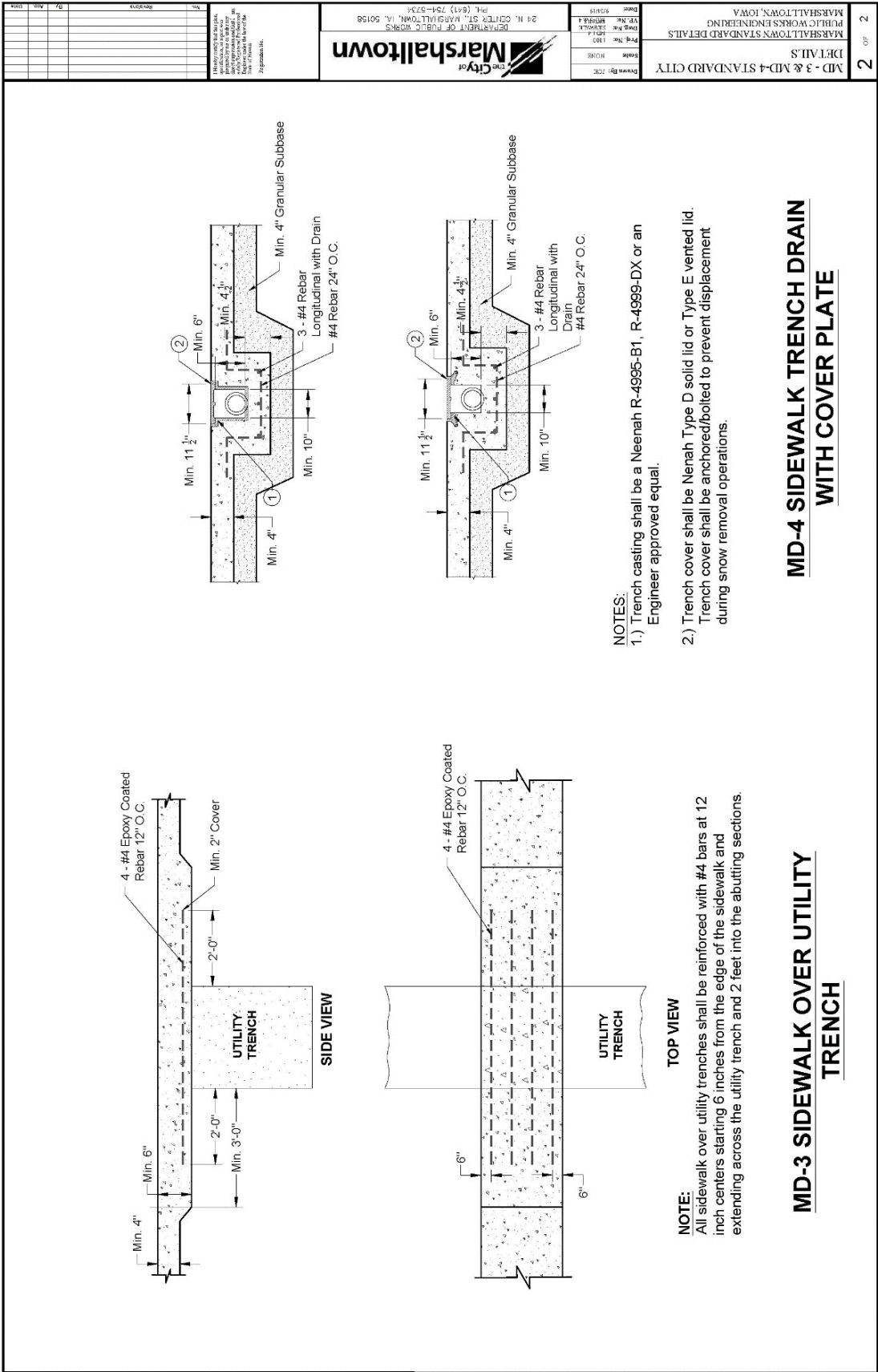
Comply with Section 7010, 3.03 and MD-2.

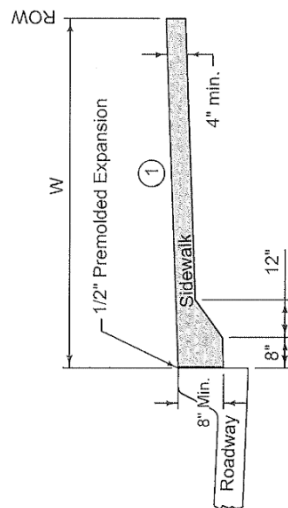
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- 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.

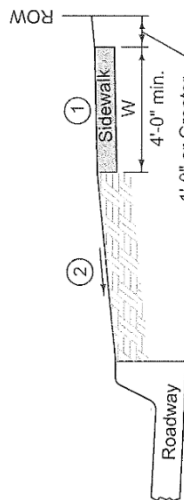
4. Figure 7030.201 – Revised Class A sidewalk layout and added premolded expansion material.
5. Figure 7030.202 – Removed Detail 1 and Revised Detail 2.
6. Figure 7030.206 – Change sidewalk/ramp width to 5'-0" min. Changed curb side sidewalk to min. 7'-0" width.
7. Figure 7030.207 – Added detail for 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".



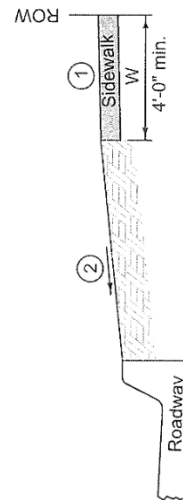




CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



CLASS B SIDEWALK



CLASS C SIDEWALK

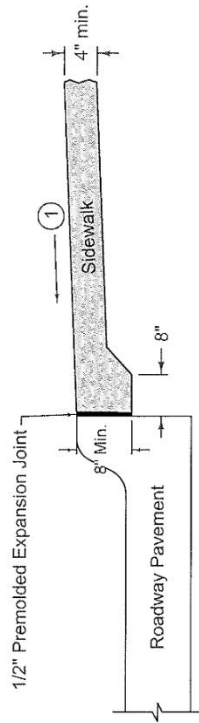
- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
 - ② Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.
If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.
- Special grade may be specified in the contract documents.

W = Sidewalk width as specified in the contract documents.

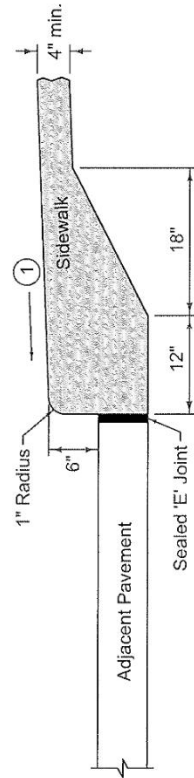
FIGURE 7030.201R	STANDARD ROAD PLAN	REVISION
		2 10-20-15
7030.201		
SHEET 1 of 1		
REVISIONS: Revised Class A sidewalk layout and added permeable expansion material (City of Marshalltown)		
		CLASSES OF SIDEWALKS

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%.



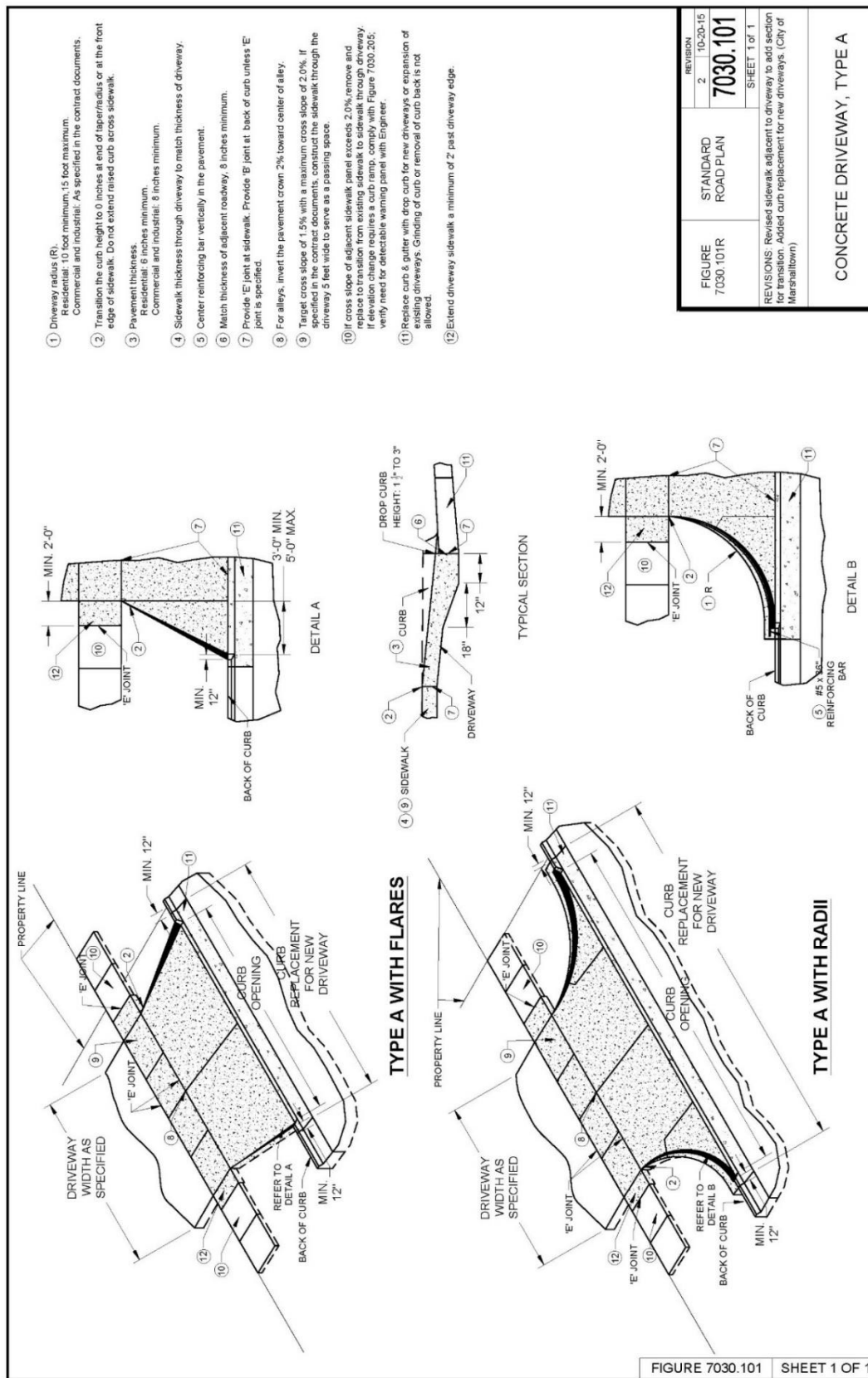
DETAIL 2

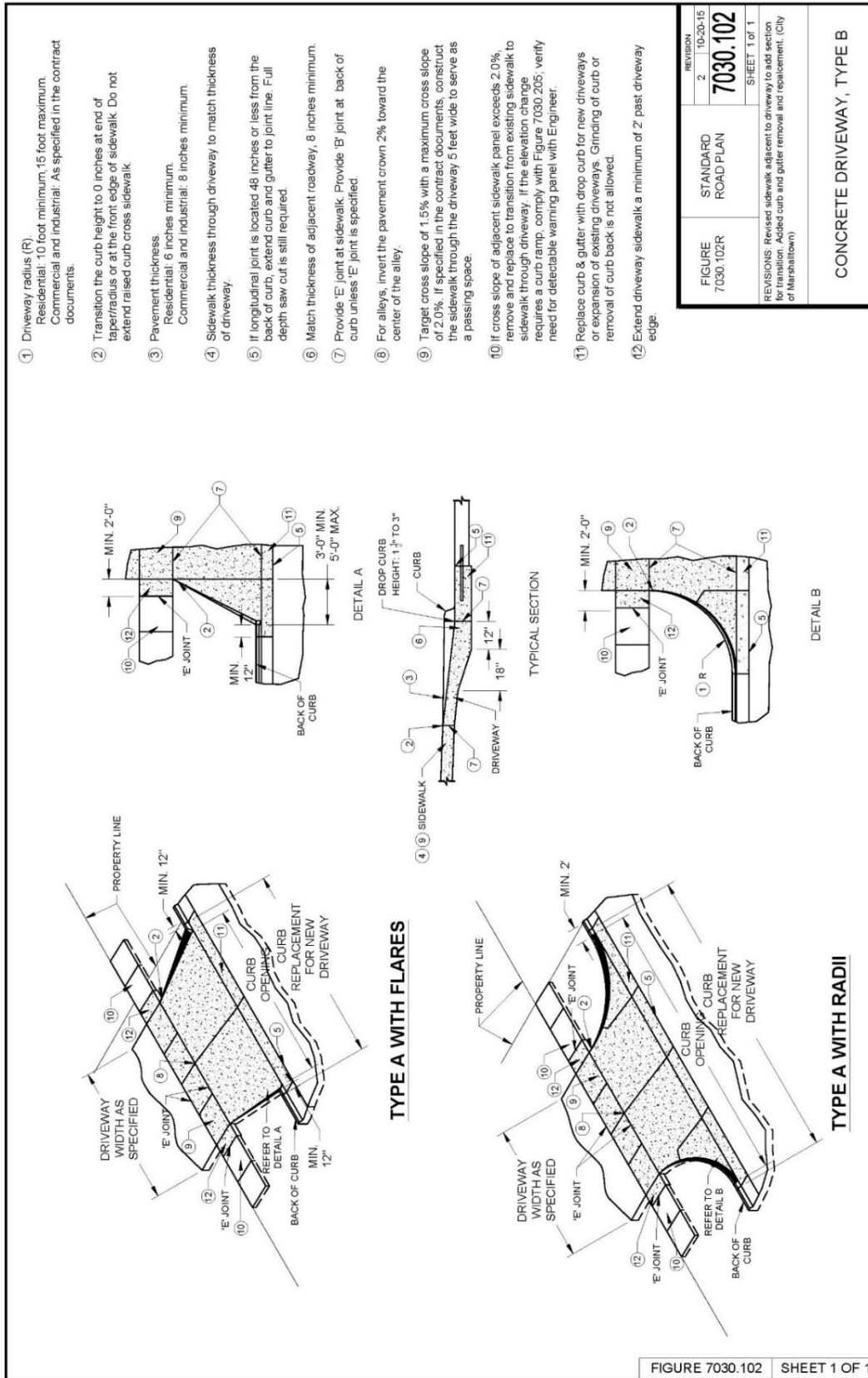


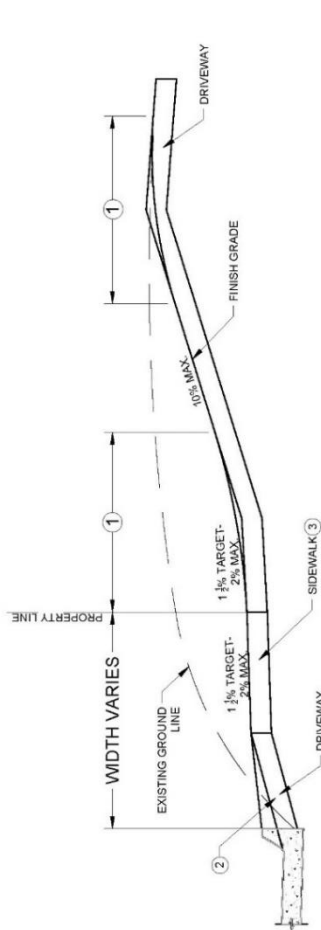
DETAIL 3

FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION
		3 10-20-15
		7030.202
		SHEET 1 of 1
REVISIONS: Removed Detail 1, Revised Detail 2. (City of Marshalltown)		

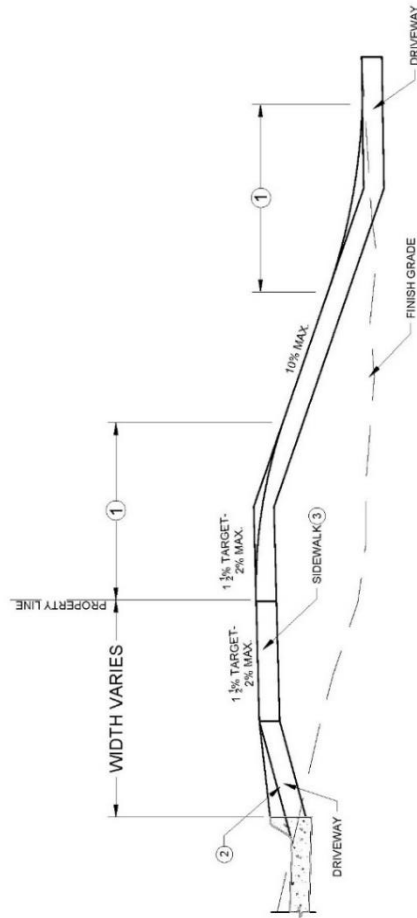
CURB DETAILS FOR
CLASS A SIDEWALK







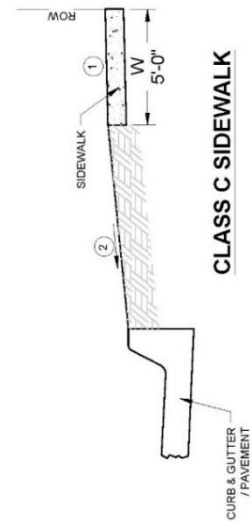
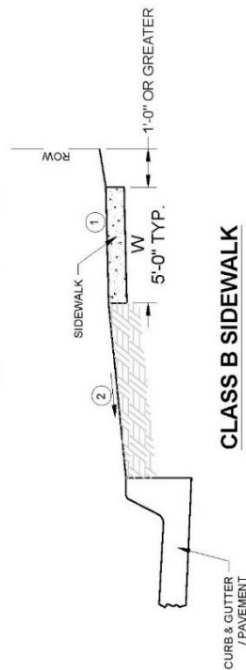
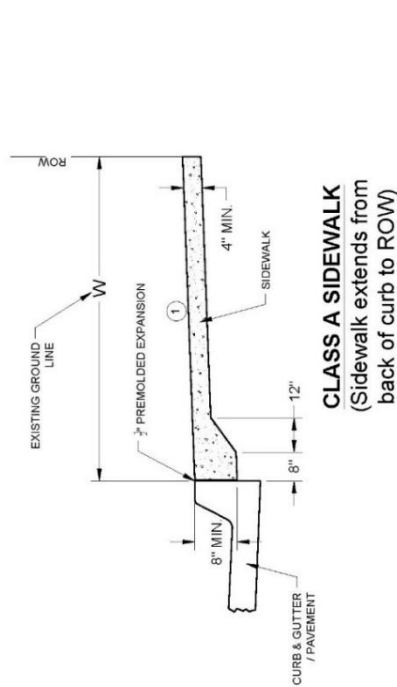
TYPICAL CUT SECTION



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				



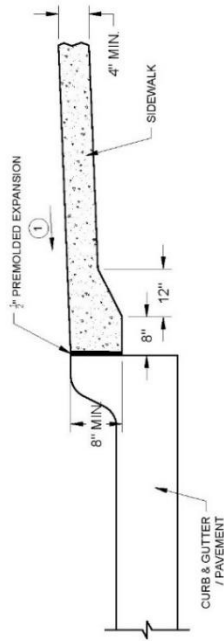
- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
- ② Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.
If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.
Special grade may be specified in the contract documents.
W = Sidewalk width as specified in the contract documents.

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

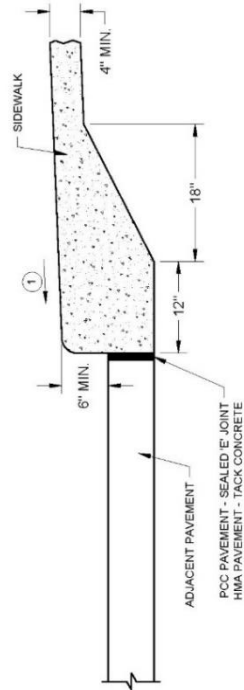
FIGURE 7030.201 SHEET 1 OF 1

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%

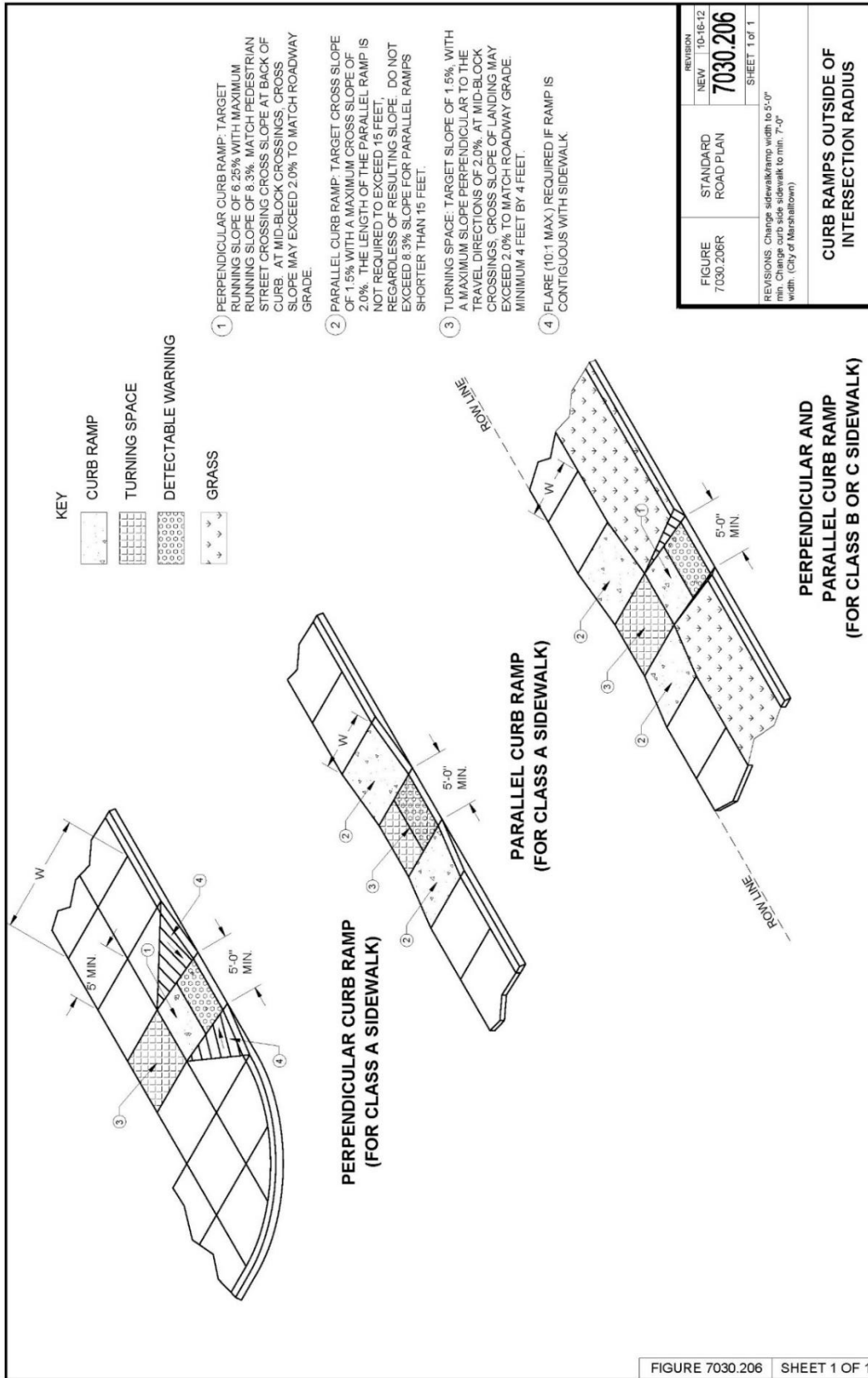


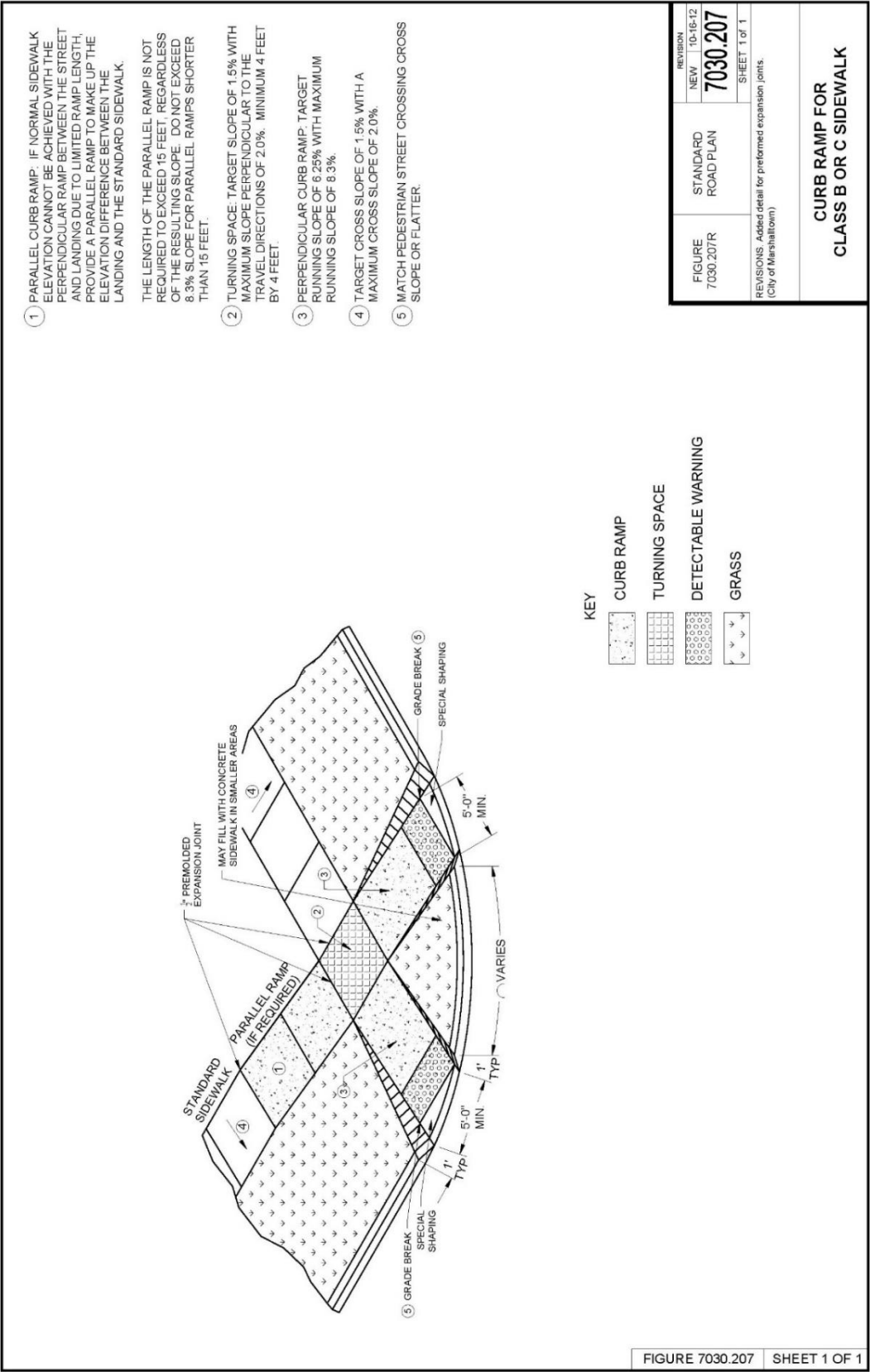
DETAIL 2

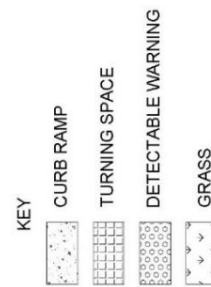


DETAIL 3

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			



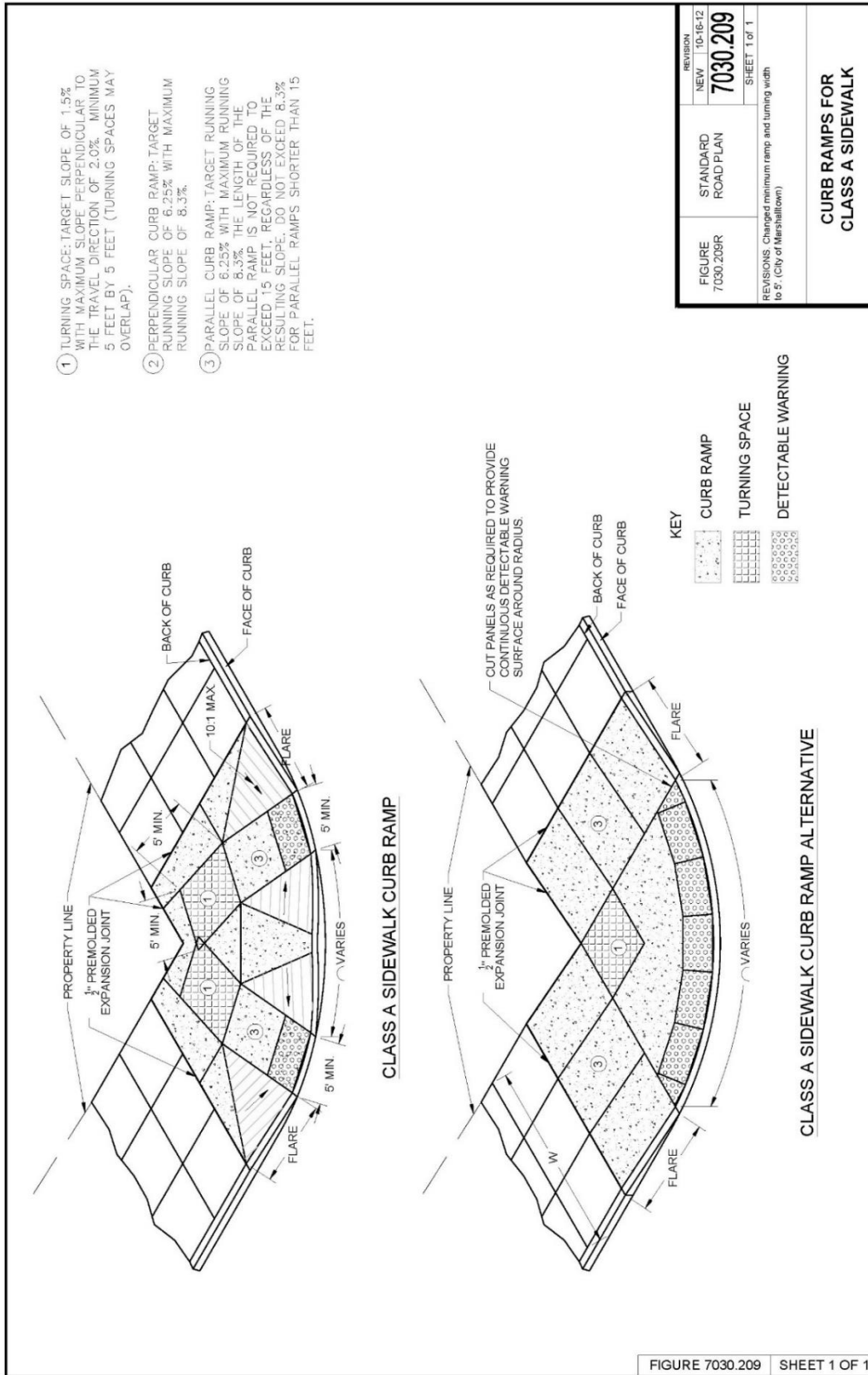




- ① PARALLEL CURB RAMP: IF NORMAL SIDEWALK ELEVATION CANNOT BE ACHIEVED WITH THE PERPENDICULAR RAMP BETWEEN THE STREET AND LANDING DUE TO LIMITED RAMP LENGTH, PROVIDE A PARALLEL RAMP TO MAKE UP THE ELEVATION DIFFERENCE BETWEEN THE LANDING AND THE STANDARD SIDEWALK.
- ② TURNING SPACE: TARGET SLOPE OF 1.5% WITH MAXIMUM SLOPE PERPENDICULAR TO THE DIRECTION OF TRAVEL OF 2.0% MINIMUM 5 FEET BY 5 FEET.
- ③ TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%.

FIGURE 7030.208R	STANDARD ROAD PLAN	REVISION NEW 10-16-12	7030.208
REVISIONS: Added detail for preformed expansion joints. (City of Marshalltown)		SHEET 1 of 1	

FIGURE 7030.208	SHEET 1 OF 1
-----------------	--------------



- TURNING SPACE: TARGET SLOPE OF 1.5% WITH MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTION OF 2.0%. MINIMUM 5 FEET BY 5 FEET (TURNING SPACES MAY OVERLAP).
- PERPENDICULAR CURB RAMP: TARGET RUNNING SLOPE OF 6.25% WITH MAXIMUM RUNNING SLOPE OF 8.3%.
- PARALLEL CURB RAMP: TARGET RUNNING SLOPE OF 6.25% WITH MAXIMUM RUNNING SLOPE OF 8.3%. THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF THE RESULTING SLOPE. DO NOT EXCEED 8.3% FOR PARALLEL RAMP SHORTER THAN 15 FEET.

FIGURE	STANDARD	REVISION
7030.209R	ROAD PLAN	NEW 10-16-12
7030.209		SHEET 1 of 1
REVISIONS: Changed minimum ramp and turning width to 5' (City of Marshalltown)		

CURB RAMPS 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

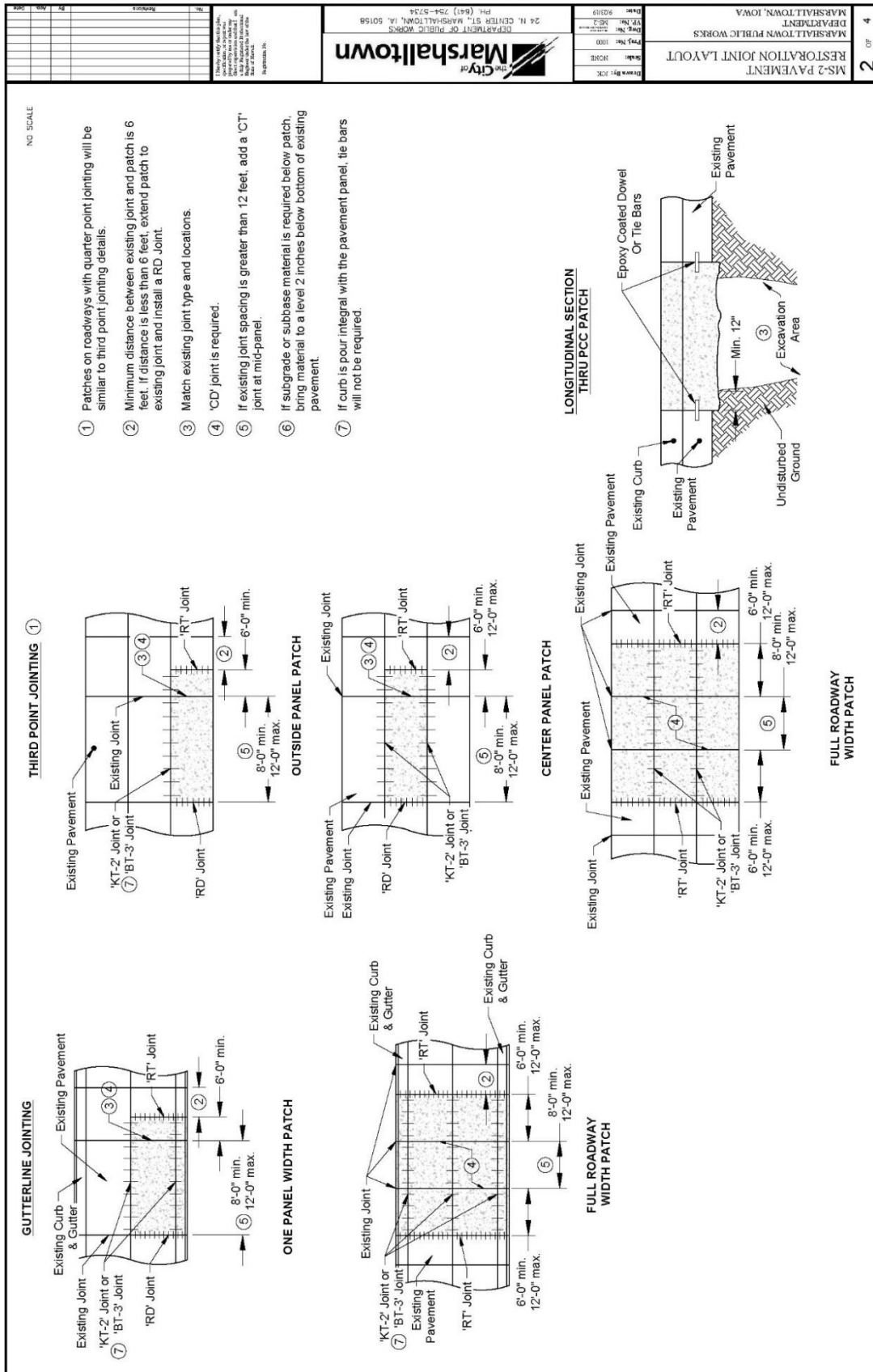
B. MS-3 Manhole Boxout Details

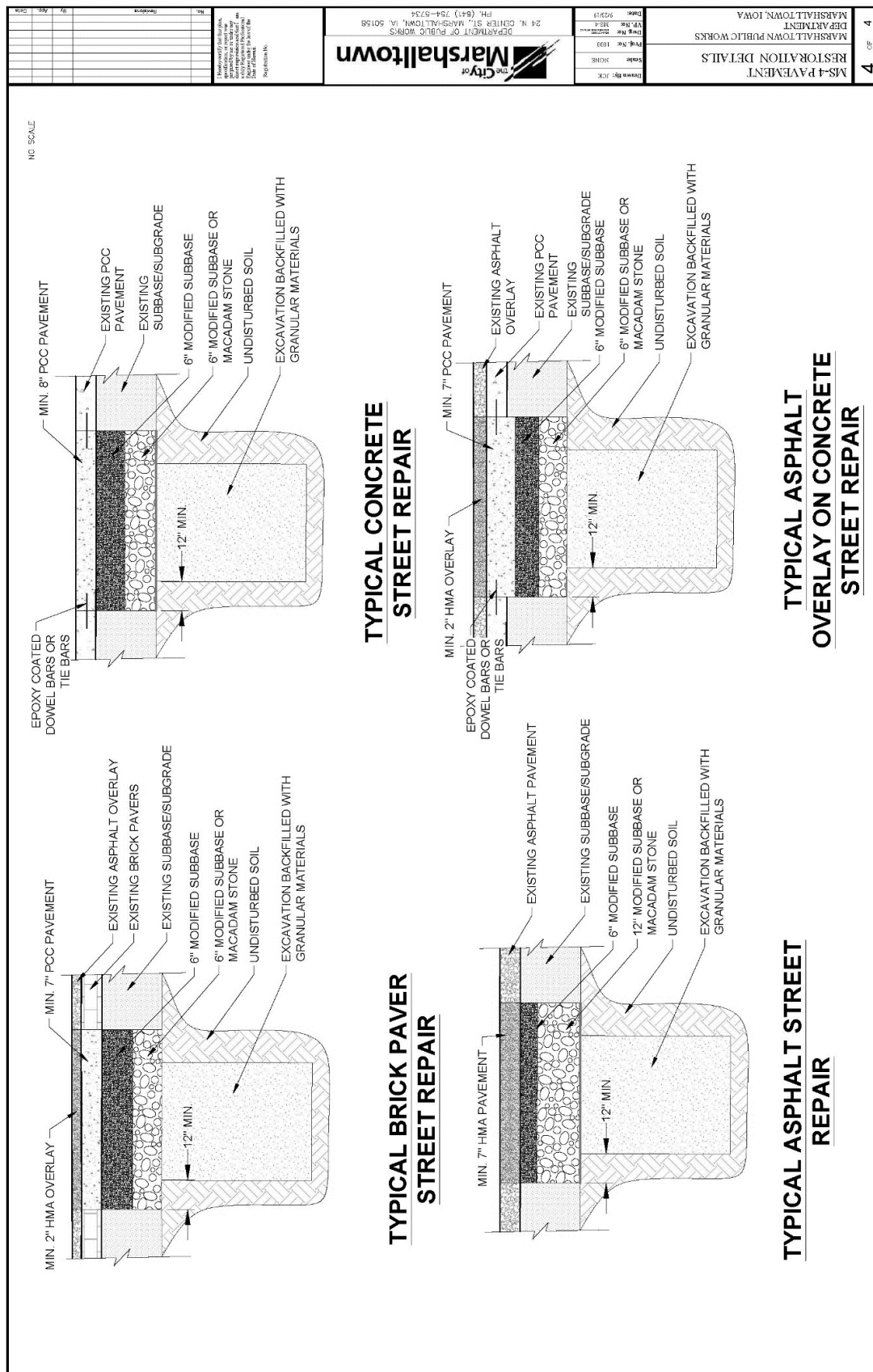
C. MS-4 Pavement Restoration Details

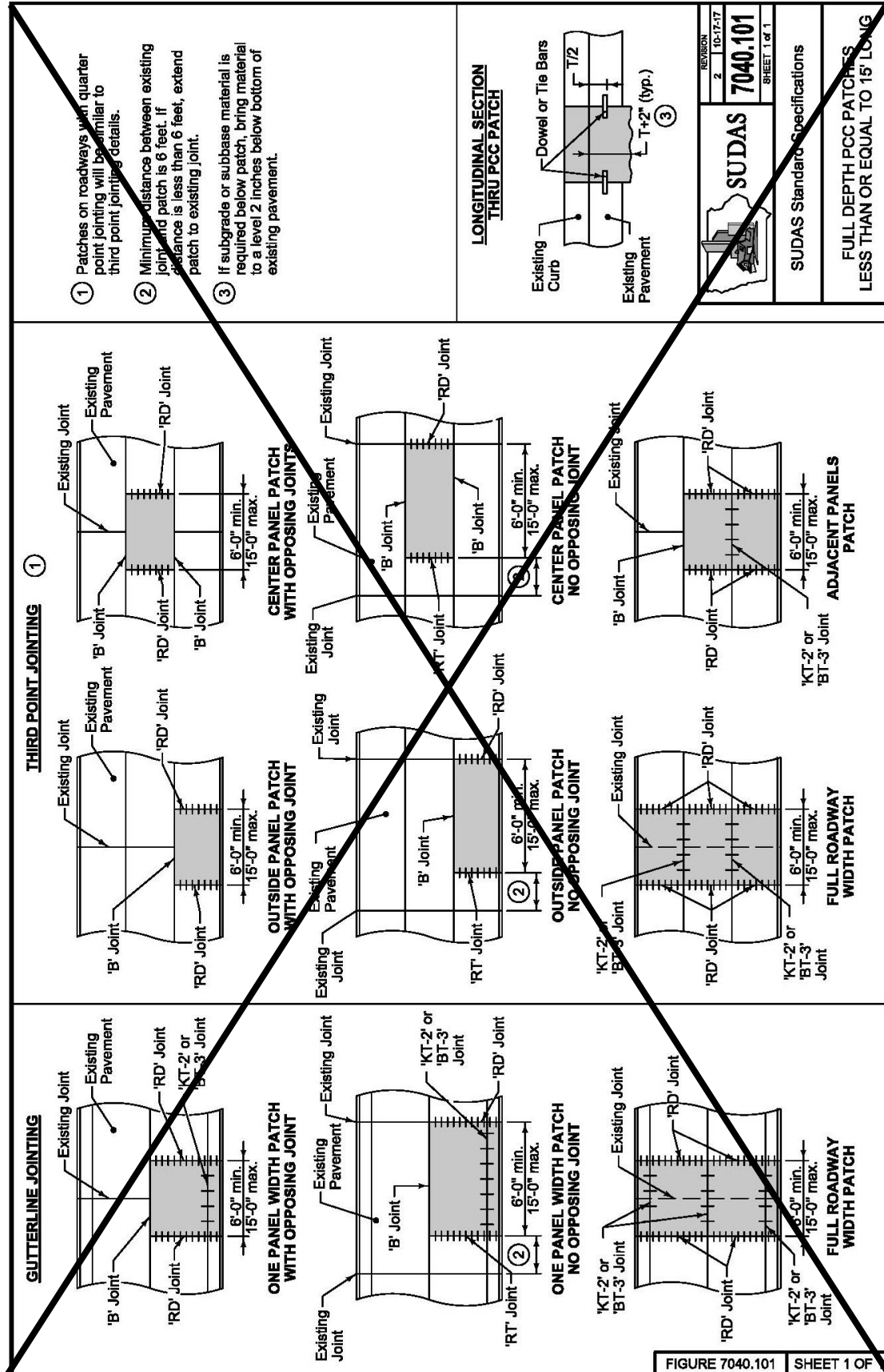
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

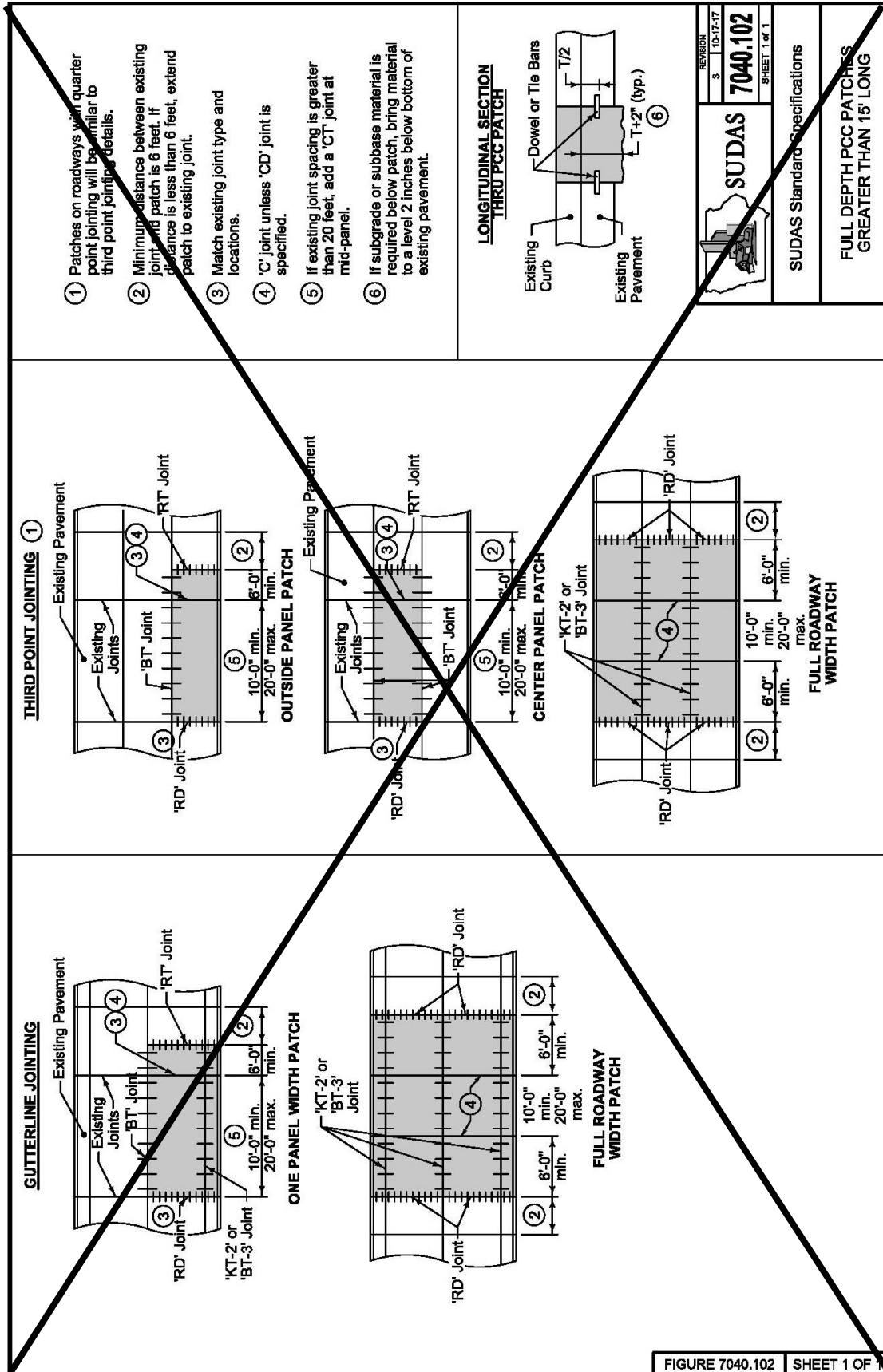
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

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









SECTION 7050 - ASPHALT STABILIZATION

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

B. Fixture Adjustment: Comply with Section 6010 (ADD) and 6020 for adjustment of manholes and intakes and (DELETE) ~~Section 5020~~ (ADD) Marshalltown Water Works Requirements for adjustment of water valves and fire hydrants.

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

A. Bituminous Seal Coat by Area:

3. Includes: Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; (ADD) sweeping; fog seal; and final clean up.

C. (ADD) Bituminous Material Fog Seal: Unless the Engineer directs otherwise, use asphalt emulsion grade CQS-1, CQS-1H, CSS-1, or SS-1.

1. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
2. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
3. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface.

PART 3 - EXECUTION

3.01 EQUIPMENT

C. Brooms: A power-driven (DELETE) ~~rotary or~~ pick-up broom is required for cleaning surfaces before the bitumen is applied (ADD) , in between applications, and after final application.

3.06 TWO COURSE SEAL COATS

B. Second Course Construction:

4. (ADD) Complete rolling operations as specified in 3.05.
5. (ADD) After a minimum of 24 hours, lightly broom surface with power sweeper to remove excess aggregate. All aggregate shall be removed with a vacuum machine.

3.08 (ADD) BITUMINOUS FOG SEAL

- A. A bituminous fog seal shall be applied to all sealed streets after completion of the final seal coat layer.
- B. Immediately prior to placing the emulsion, clean the entire pavement surface. Use scrapers, compressed air, or other approved methods.
- C. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface. The application rate may be reduced if directed by the Engineer. For excessive application rates, the Engineer may require a light coat of sand. The Engineer may require brooming of ponded areas prior to placing traffic on the pavement.

SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL

PART 1 - GENERAL

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

SECTION 7080 - PERMEABLE INTERLOCKING PAVERS

PART 1 - GENERAL

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

SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING

PART 1 - GENERAL

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

SECTION 7091 - FULL DEPTH RECLAMATION

PART 1 - GENERAL

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

DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

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

1.07 SPECIAL REQUIREMENTS

B. (ADD) Coordinate all design and construction work with the City of Marshalltown’s Public Works Electrical Superintendent.

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

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

1.06 SCHEDULING AND CONFLICTS

B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

3.02 CONSTRUCTION

C. **Painted Pavement Markings:**

5. (ADD) Coordinate all painted pavement markings with Marshalltown’s Public Works Street Department. Paint markings shall be calibrated to the City’s standard marking spacing and widths.

SECTION 8030 - TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

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

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DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

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

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:
 - a. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.
2. Fertilizing:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of fertilizer.
 - b. Payment: Payment will be at unit price per acre (ADD) or square yards of fertilizer.
3. Mulching:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of mulch.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

PART 2 - PRODUCTS

2.02 SEED MIXTURES AND SEEDING DATES

- A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. (ADD) Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

PART 3 - EXECUTION

3.05 HYDRAULIC SEEDING

A. **Seed Application, Fertilizing, and Mulching:**

8. Hydromulching (ADD) is required (DELETE) ~~may be done~~ over conventional seeding and/or fertilizing, (ADD) unless straw mulch is (DELETE) if approved by the Engineer.

SECTION 9020 - SODDING

PART 1 - GENERAL

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

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

(DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications, as well as the following:

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown’s Code of Ordinances, Chapter 58 – Vegetation. A list of prohibited trees and recommended trees is provided in Table 1 at the end of this section.
- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

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

PART 3 - EXECUTION

3.06 PLANTING

A. Bare Root Plants: (ADD) Not allowed without written approval of the City Engineer.

Table 1 - Tree List for Planting on Terrace or Other Public Right-of-Way

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angnstifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple – Autumn Blaze Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars

- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quercus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)
- Red Bud (*Cercis Canadensis*)

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.13 RIP RAP (Figures 9040.110 and 9040.111)

B. (ADD) Contractor shall construct an anchor trench along the toe of the slope prior to placement of riprap. Anchor trench shall be 2' deep, 4' wide, and extend along the entire length of slope.

SECTION 9050 - GABIONS AND REVET MATTRESSES

PART 1 - GENERAL

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

SECTION 9060 - CHAIN LINK FENCE

PART 1 - GENERAL

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

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 - GENERAL

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

PART 3 - EXECUTION

3.02 INSTALLATION

B. Modular Block Retaining Wall:

3. Tieback Reinforcement Installation: Install tieback reinforcement (ADD) every 24” of elevation. Geogrid shall conform to the manufacturer’s requirements and be installed according to the manufacturer’s requirements.

3.03 (ADD) NOTES ADDED TO FIGURES

- A. SUDAS 9070.101 - Tie backs will be required for each 2-feet of vertical wall elevation constructed.
- B. SUDAS 9070.102 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.
- C. SUDAS 9070.103 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.

SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - General Conditions and Supplementary Conditions and Part II Technical Specifications Division 1”

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 - GENERAL

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

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 - GENERAL

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

DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 - GENERAL

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

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DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 - GENERAL

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

SECTION 11,020 – MOBILIZATION

PART 1 - GENERAL

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

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 - GENERAL

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

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 - GENERAL

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

SECTION 11,050 - CONCRETE WASHOUT

PART 1 - GENERAL

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

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LEGEND

POWER POLE
LIGHT POLE
TELEPHONE PEDESTAL
PROPERTY PIN
CONC. MONUMENT
I.D.O.T. R.O.W. RAIL
MANHOLE
FIRE HYDRANT
SIGN
GAS VALVE
WATER VALVE
TRAFFIC SIGNAL
TREE
BUSH
FENCE
CULVERT
CENTERLINE
CONC. CURB & GUTTER

2020 ADA SIDEWALK REPAIR PROJECT

CITY OF MARSHALLTOWN

PROJECT NO - SDW20001

THE MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS TO AMEND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.



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

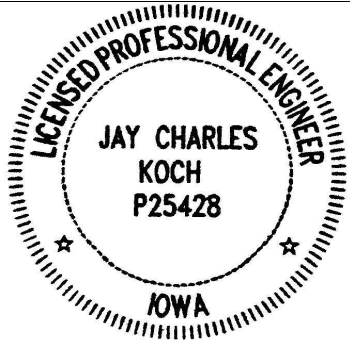
WATER: MARSHALLTOWN WATER WORKS
CONTACT: ZACH MAXFIELD
PHONE: (641) 753-7913

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

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



INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	PLAN NOTES AND ESTIMATED QUANTITIES
3	LOCATION MAP
4	LOCATION MAP - 2
5	SITE 1, EAST SOUTH ST.
6	SITE 2, EAST ANSON ST.
7	SITE 3, MAY STREET
8	SITE 4, W. MAIN ST TO W. BOONE ST.
9	SITE 5, NORTH 3RD AVE.
10	SITE 6, WEST STATE ST.
11	SITE 7, SOUTH 3RD AVE. VIADUCT
12	SITE 8, SOUTH CENTER ST. VIADUCT
13	SITE 9, SOUTH 3RD/6TH ST. VIADUCT
14	SITE 10, EAST NEVADA ST.
15	SITE 11, EAST MAIN ST.
16	SITE 12, CROSS COUNTRY ESTATES, KESTER'S ROAD
17	SITE 13, CROSS COUNTRY ESTATES, S. 7TH AVE.
18	SITE 14, CROSS COUNTRY ESTATES, JOAN'S TERRACE
19-21	TYPICAL DETAILS



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 08/25/2021
My registration expires December 31st, 2022
Sheet covered by this seal : ALL

Drawn By: JCK
CHK By: JCK
Proj. No: SDW20001
Dwg. No: SDW2001
VP. No: COVER
Date: 8/25/21

COVER SHEET

2020 ADA SIDEWALK REPAIR PROJECT
MARSHALLTOWN, IOWA

1 OF 21

DATE
BY
APP.
REVISIONS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of Iowa.
Registration No. P25428

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

CONSTRUCTION NOTES:

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

PROJECT NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPACTION TESTING IN ACCORDANCE WITH SECTION 2010 OF THE STANDARD SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION STAKING IN ACCORDANCE WITH SECTION 11,010 OF THE STANDARD SPECIFICATIONS AND SHALL COMPLY WITH IOWA CODE 355 AND IOWA ADMINISTRATIVE CODE SECTION 193C FOR THE REPLACEMENT OF ALL DISTURBED MONUMENTS WITHIN THE PROJECT AREA.
3. THE CITY OF MARSHALLTOWN WILL PROVIDE FIELD TESTING OF CONCRETE MATERIALS.
4. CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
5. ALL DISTURBED AREAS SHALL BE SEEDED AND HYDRAULICALLY MULCHED (DEPENDING ON DATE) UPON COMPLETION OF GRADING.

UTILITY COORDINATION NOTES:

1. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.

2. THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES TO REMAIN WITHIN THE PROJECT SITE.
3. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
4. IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF IDNR NPDES GENERAL PERMITS #2.
2. CONTRACTOR SHALL MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY.
3. STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. IN AREAS THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IMMEDIATELY IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE DEPARTMENT. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE NECESSITATES THAT IT REMAIN DISTURBED.
4. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
5. MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE TO PRECIPITATION AND STORM WATER. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE THE EXPOSURE TO PRECIPITATION AND TO STORM WATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK OF STORM WATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE)
6. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
7. CONCRETE WASHOUTS SHALL BE PROVIDED ON SITE.
8. QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. UNLESS EROSION IS EVIDENT OR OTHER CONDITIONS WARRANT THEM, REGULAR INSPECTIONS ARE NOT REQUIRED ON AREAS THAT HAVE BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION.
9. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.
10. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.
11. BASED ON THE RESULTS OF THE INSPECTION, POLLUTION PREVENTION MEASURES SHALL BE REVISED AT THE CONSTRUCTION SITE AS APPROPRIATE AS SOON AS PRACTICABLE AFTER THE INSPECTION AND TO THE PLAN AS SOON AS PRACTICABLE AFTER THE INSPECTION BUT IN NO CASE MORE THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION. IF THE PERMITTEE DETERMINES THAT MAKING THESE CHANGES AT THE CONSTRUCTION SITE OR TO THE PLAN LESS THAN 72 HOURS AFTER THE INSPECTION IS IMPRACTICABLE, THE PERMITTEE SHALL DOCUMENT IN THE PLAN WHY IT IS IMPRACTICABLE AND INDICATE AN ESTIMATED DATE BY WHICH THE CHANGES WILL BE MADE.
12. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE

IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

PAVING NOTES:

1. PAVING SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 7 OF THE SPECIFICATIONS.
2. THE CONTRACTOR SHALL SUBMIT INFORMATION TO THE ENGINEER FOR APPROVAL IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS:
 - A. PCC PAVING MIX DESIGN
3. CONCRETE WASHOUT WILL ONLY BE CERTIFIED FOR PAYMENT IF A WASHOUT BOX IS PROVIDED ON SITE FOR TRUCKS TO WASH INTO. WASHING OUT TRUCKS ON-SITE, WITHOUT BOX IS NOT ALLOWED. TRUCKS MAY RETURN TO PLANT FOR WASH-OUT, HOWEVER, NO PAYMENT WILL BE MADE.
4. GRANULAR SUBBASE SHALL BE PLACED UNDER ALL CONCRETE SURFACES. DEPTHS OF PLACEMENT ARE AS FOLLOWS:
 - a. PCC SIDEWALK - 4 INCHES
 - b. PCC CURB AND GUTTER - 6 INCHES
 - c. PCC FILLET - 6 INCHES

GRADING NOTES:

1. ALL GRADING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 2 OF THE SPECIFICATIONS
2. THE CONTRACTOR SHALL SHAPE GRADED AREAS TO MAINTAIN SURFACE DRAINAGE AT ALL TIMES.
3. THE CONTRACTOR SHALL BACKFILL AS SOON AS POSSIBLE UPON COMPLETION OF PAVING.
4. CONTRACTOR SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE EXTENT PRACTICABLE.

BASE BID - ADA SIDEWALK REPAIRS				
Item No.	SUDAS Ref.	Description	Quantity	Unit
1	2010-108-E-0	Excavation, Class 13	145.0	CY
2	2010-108-G-0	Subgrade Preparation	1,078.0	SY
3	2010-108-I-0	Subbase, Modified	1,078.0	SY
4	7010-108-A-0	Pavement, PCC, 7" (Filletts)	169.7	SY
5	7010-108-E-0	Curb and Gutter, 30" W x 6" D	225.5	LF
6	7030-108-A-0	Removal of Sidewalk	715.2	SY
7	7030-108-E-0	Sidewalk, PCC, 6"	262.6	SY
8	7030-108-E-0	Sidewalk, PCC, 4"	583.4	SY
9	7030-108-G-0	Detectable Warning	248.0	SF
10	7040-108-H-0	Pavement Removal	169.7	SY
11	7040-108-I-0	Curb and Gutter Removal	225.5	LF
12	8030-108-A-0	Temporary Traffic Control	1.0	LS
13	9010-108-B-0	Seeding, Fertilizing, and Hydraulic Mulching	220.0	SY
14	9040-108-A-1	SWPPP Preparation	1.0	LS
15	9040-108-A-2	SWPPP Management	1.0	LS
16	11,020-108-A	Mobilization	1.0	LS
17	11,050-108-A-0	Concrete Washout	1.0	LS

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

Registration No. P25428



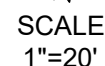
MARSHALLTOWN
MORE THAN EVER

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

Drawn By: JCK
Chk' By: JCK
Proj. No: SDW20001
Dwg. No: SDW20001
VP No: NOTES
Date: 8/25/21

PLAN NOTES AND ESTIMATE OF QUANTITIES

**2020 ADA SIDEWALK REPAIR PROJECT
MARSHALLTOWN, IOWA**



REMOVE AND DISPOSE
17.2 SY PCC SIDEWALK
8.5 SY PCC RAMP
15 LF CURB AND GUTTER

- FURNISH AND INSTALL
 - 18.0 SY X 4" PCC SIDEWALK
 - 6.2 SY X 6" PCC RAMP
 - 15 LF PCC CURB AND GUTTER
 - 9 SY SEED, FERTILIZER AND MULCH

- REMOVE AND DISPOSE
- 18.0 SY PCC SIDEWALK
- 6.2 SY PCC RAMP
- 15 LF PCC CURB AND GUTTER

MAY ST.

ANSON CREEK

FURNISH AND INSTALL
6.4 SY X 4" PCC SIDEWALK
- 2 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE 6.4 SY PCC SIDEWALK

– FURNISH AND INSTALL
11.8 SY X 4" PCC SIDEWALK
4 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
11.8 SY PCC SIDEWALK

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

Drawn By:	JCK
Chk' By:	JCK
Proj. No:	SDW20001
Dwg. No:	SDW20001
V/P. No:	SITE 3 MAY
Date:	8/25/21

SITE 3, E. MAY ST.
2020 ADA SIDEWALK REPAIR PROJECT
MARSHALL TOWN, IOWA



SCALE
1"=30'

REMOVE AND DISPOSE
10 LF PCC CURB AND GUTTER
1.9 CY - CLASS 13 EXCAVATION

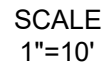
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**MARSHALLTOWN
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DEPARTMENT OF PUBLIC WORKS
224 N. CENTER ST., MARSHALLTOWN, IA. 50158
PH. (641) 754-5734

Drawn By:	JCK
Chk' By:	JCK
Proj. No:	SDW20001
Dwg. No:	SDW20001
VP. No:	SITE 4 MAIN-BOONE
Date:	8/25/21

SITE 4, MAIN ST TO BOONE ST
2020 ADA SIDEWALK REPAIR PROJECT
MARSHALLTOWN, IOWA



REMOVE AND DISPOSE
4.0 SY PCC SIDEWALK

S. 3RD AVE.

W. BRANCH ANSON CREEK

REMOVE AND DISPOSE
3.9 SY PCC SIDEWALK

— REMOVE AND DISPOSE
4.6 SY PCC SIDEWALK

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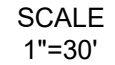
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Chk' By:	JCK
Proj. No:	SDW20001
Dwg. No:	SDW20001
VP. No:	SITE 5 N 3RD AVE
Date:	8/25/21

SITE 3, S. 3RD AVE.	2020 ADA SIDEWALK REPAIR PROJECT MARSHALL TOWN, IOWA
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– REMOVE AND DISPOSE
25.3 SY PCC SIDEWALK

— REMOVE AND DISPOSE
9.4 SY PCC SIDEWALK

E. NEVADA ST.

– REMOVE AND DISPOSE
18.0 SY PCC SIDEWALK

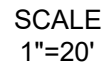
REMOVE AND DISPOSE
39.6 SY PCC SIDEWALK

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Proj. No: SDW20001
Dwg. No: SDW20001 VP. No: SITE 10 E NEVADA ST
Date: 8/25/21

14 OF 21



KESTERS RD.

BENJAMIN DR.

FURNISH AND INSTALL
25.5 SY X 6" PCC FILLET
13.3 SY X 6" PCC SIDEWALK
10 SF DETECTABLE WARNING PANELS
10 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
25.5 SY PCC FILLET
16.8 SY PCC SIDEWALK

FURNISH AND INSTALL
25.3 SY X 6" PCC FILLET
19.7 SY X 6" PCC SIDEWALK
20 SF DETECTABLE WARNING PANELS
6 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
25.3 SY PCC FILLET
17.6 SY PCC SIDEWALK

FURNISH AND INSTALL
8.0 SY X 6" PCC SIDEWALK
10 LF PCC CURB AND GUTTER
10 SF DETECTABLE WARNING PANELS
6 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
6.7 SY PCC SIDEWALK
10 LF PCC CURB AND G

FURNISH AND INSTALL
4.6 SY X 6" PCC FILLET
6 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
4.6 SY PCC FILLET
5.4 SY PCC SIDEWALK

S. 7TH AVE.

KESTERS RD.

FURNISH AND INSTALL
7.5 LF PCC CURB AND GUTTER
7.4 SY X 6" PCC SIDEWALK
10 SF DETECTABLE WARNING PANELS
2 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
7.5 LF PCC CURB AND GUTTER
6.1 SY PCC SIDEWALK

FURNISH AND INSTALL
17.8 SY X 6" PCC FILLET
18.5 SY X 6" PCC SIDEWALK
20 SF DETECTABLE WARNING PANELS
6 SY SEED, FERTILIZER AND MULCH

— REMOVE AND DISPOSE
17.8 SY PCC FILLET
— 17.0 SY PCC SIDEWALK

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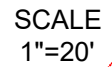
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Registration No. P25428



Chk' By:	JCK
Proj. No:	SDW20001
Dwg. No:	SDW20001
VP. No:	SITE 12 CROSS COUNTRY ESTATES 1
Date:	8/25/21

SITE 12, CROSS COUNTRY
ESTATES, KESTER'S ROAD
2020 ADA SIDEWALK REPAIR PROJECT
MARSHALL TOWN, IOWA



REMOVE AND DISPOSE
10 LF PCC CURB AND GUTTER

S. 7TH AVE.

FURNISH AND INSTALL
22.0 SY X 6" PCC FILLET
2 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
22.0 SY PCC FILLET

JOAN TERR.

FURNISH AND INSTALL
19.9 SY X 6" PCC SIDEWALK
39.8 SY PCC FILLET
20 SF DETECTABLE WARNING PANELS
6 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
17.7 SY PCC SIDEWALK
39.8 SY PCC FILLET

FURNISH AND INSTALL
9 LF PCC CURB AND GUTTER
7.4 SY X 6" PCC SIDEWALK
10 SF DETECTABLE WARNING PANELS
2 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
9 LF PCC CURB AND GUTTER

~~S. 7TH AVE.~~

TRAVIS DR.

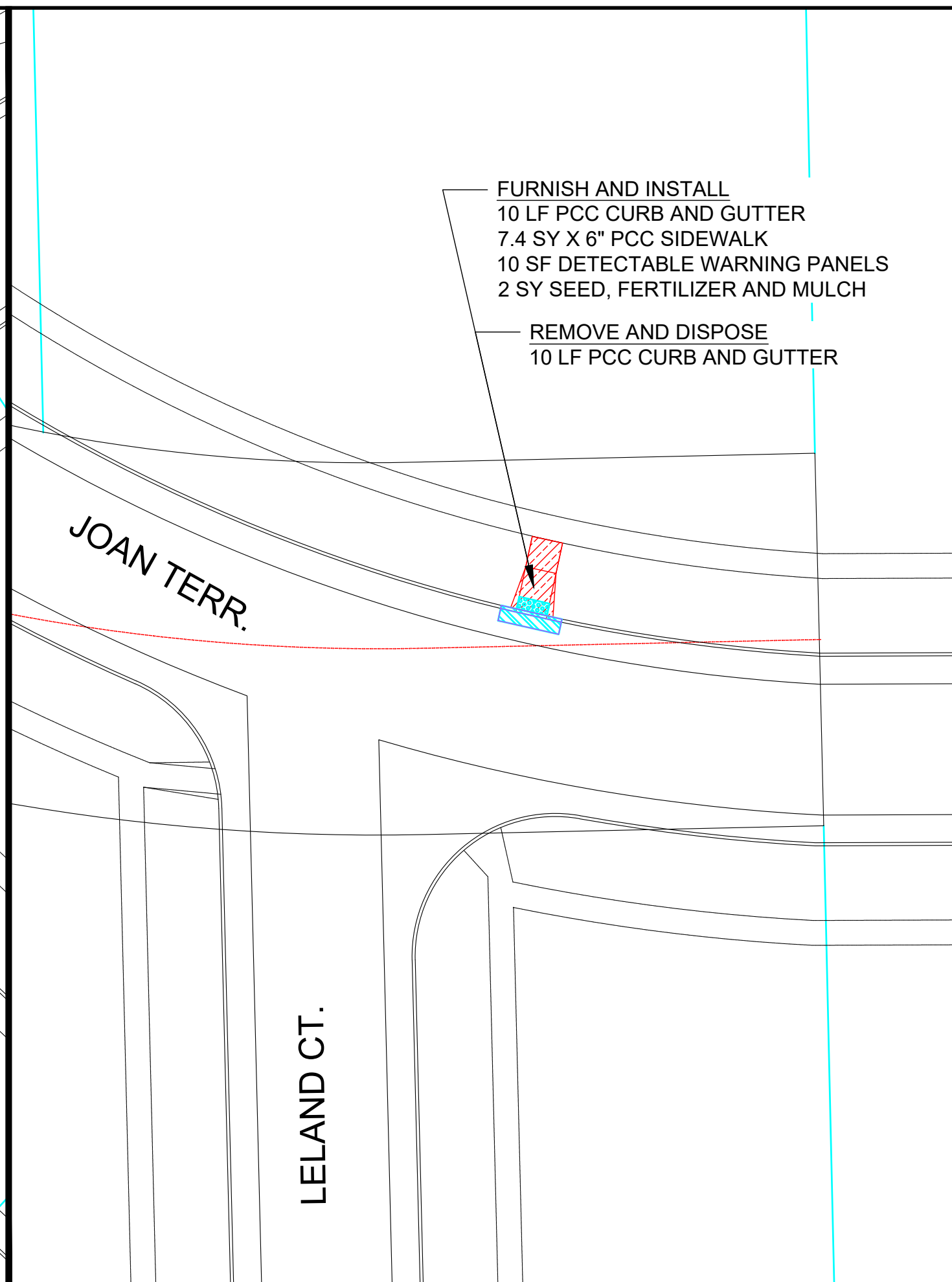
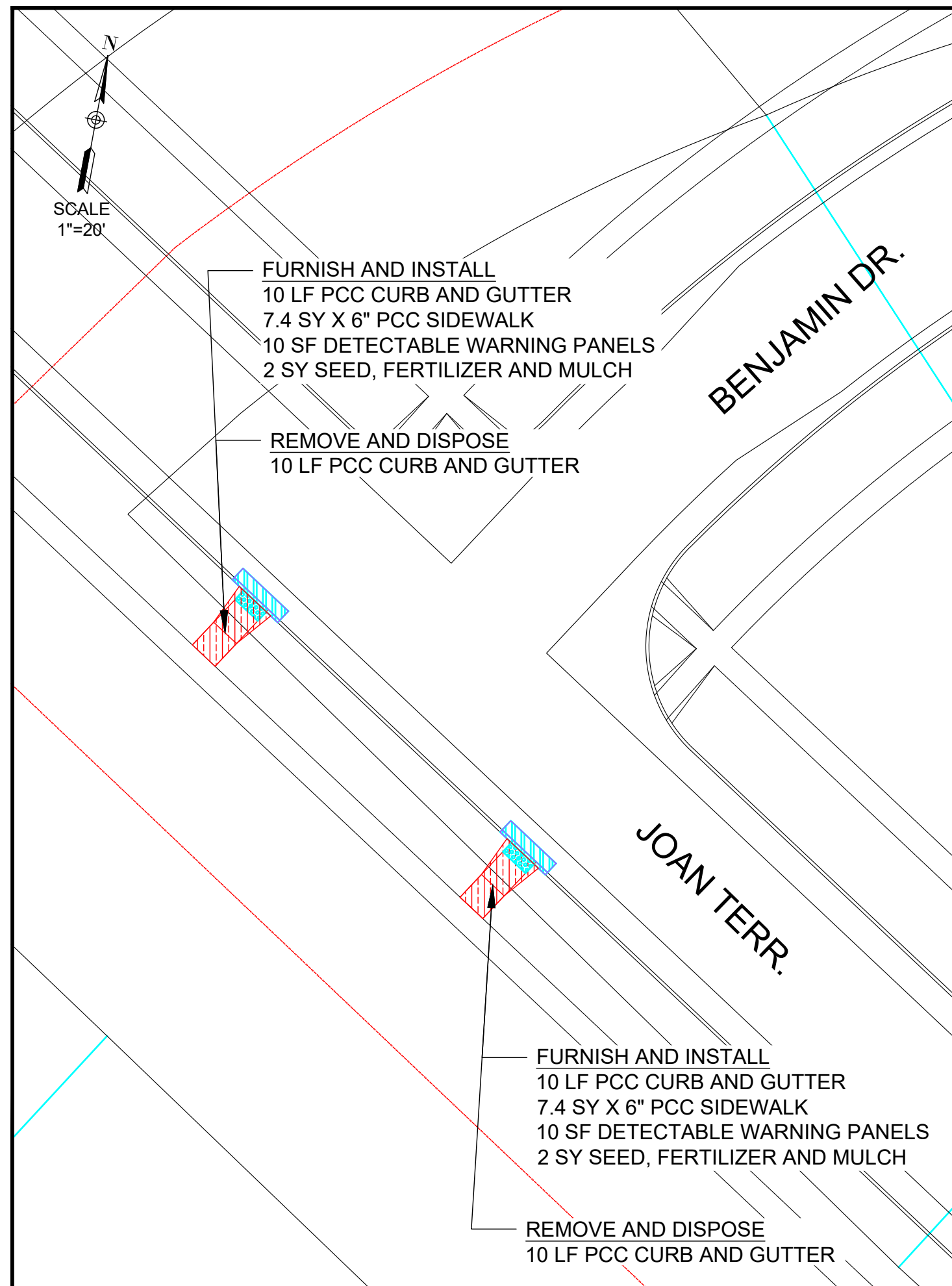
FURNISH AND INSTALL
34.7 SY X 6" PCC FILLET
19.7 SY X 6" PCC SIDEWALK
20 SF DETECTABLE WARNING PANELS
6 SY SEED, FERTILIZER AND MULCH

REMOVE AND DISPOSE
34.7 SY PCC FILLET
4.4 SY PCC SIDEWALK

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

Chk' By:	JCK
Proj. No:	SDW20001
Dwg. No:	SDW20001
VP. No:	SITE 13 CROSS COUNTRY ESTATES 2
Date:	8/25/21

SITE 13, CROSS COUNTRY
ESTATES, S. 7TH AVENUE
2020 ADA SIDEWALK REPAIR PROJECT
MARSHALLTOWN, IOWA

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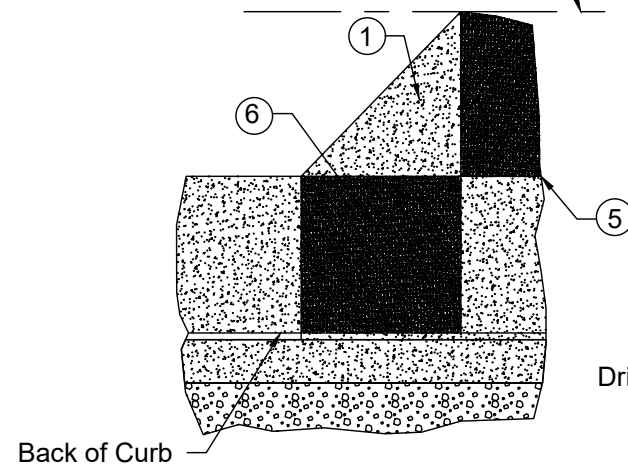
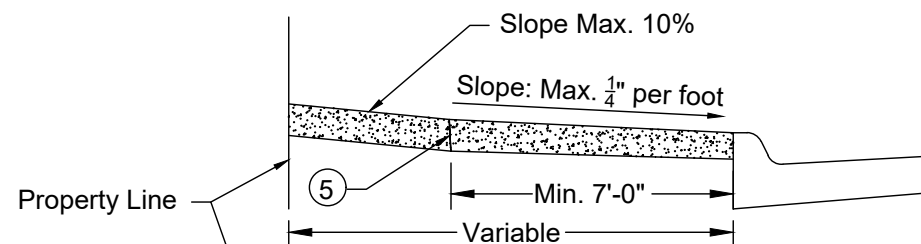
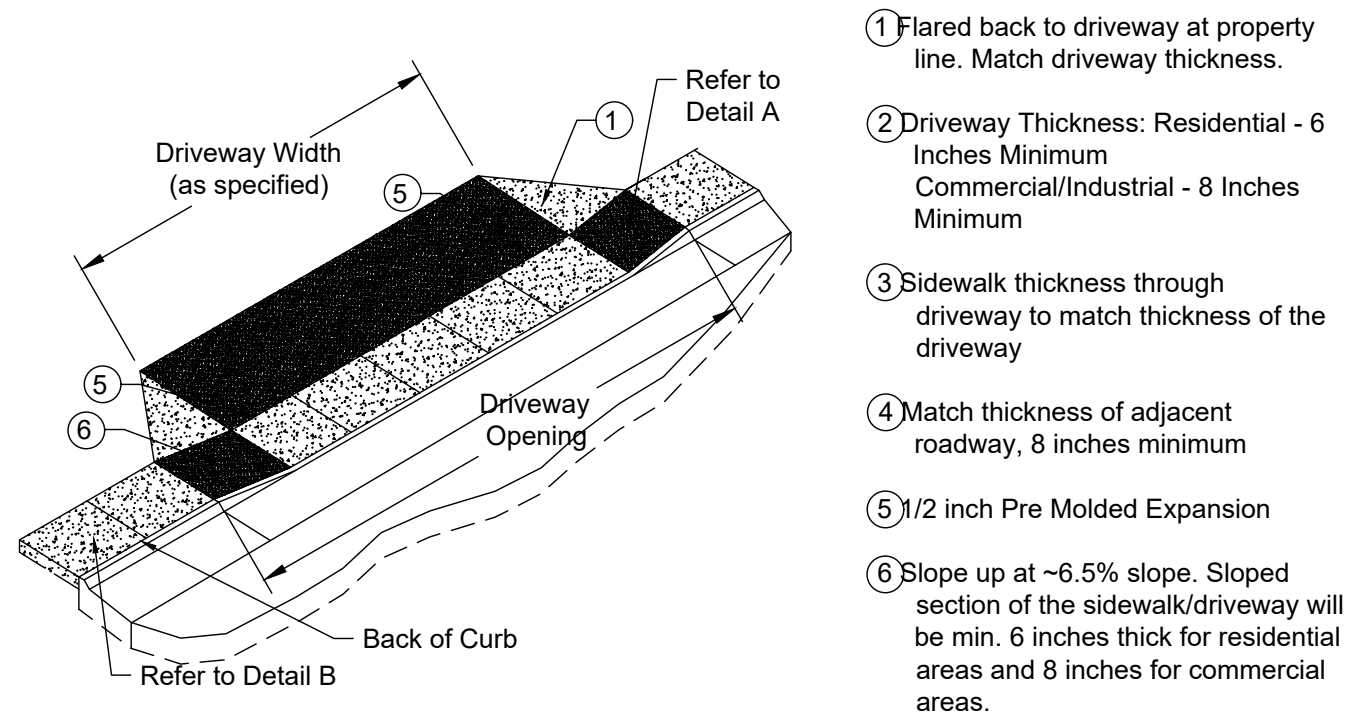
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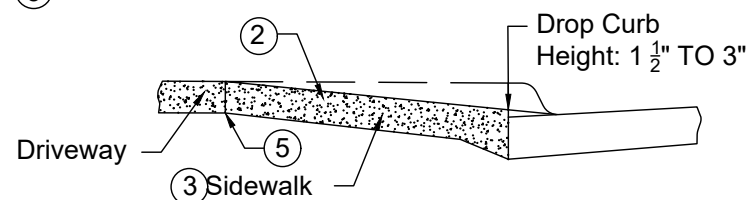
Drawn By: JCK
Chk' By: JCK
Proj. No: SDW20001
Dwg. No: SDW20001
I/P. No: SITE 14 CROSS COUNTRY ESTATES 3
Date: 8/25/21

SITE 14, CROSS COUNTRY
ESTATES, JOAN TERRACE
2020 ADA SIDEWALK REPAIR PROJECT
MARSHALLTOWN, IOWA



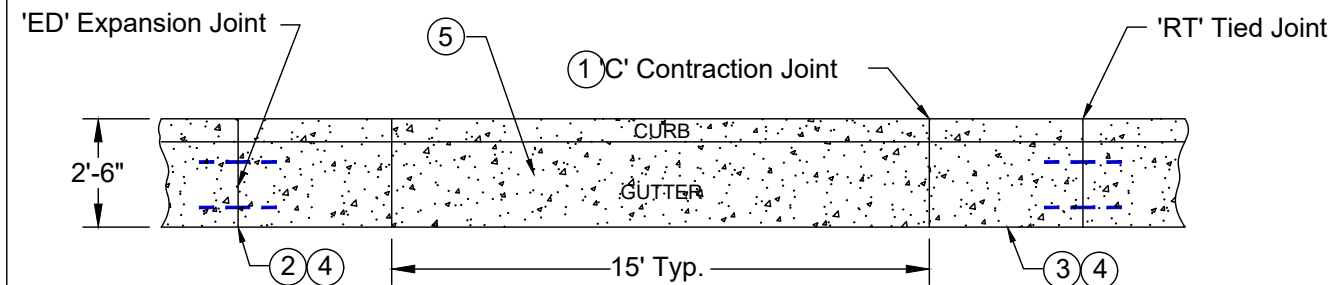
DETAIL A

DETAIL B - TYPICAL SECTION

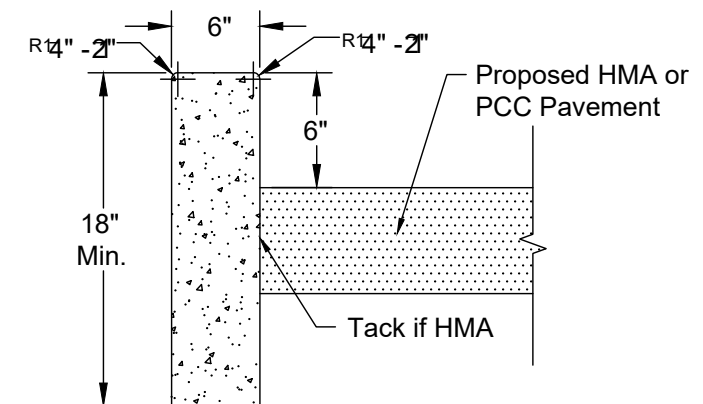


DETAIL C - DRIVEWAY SECTION

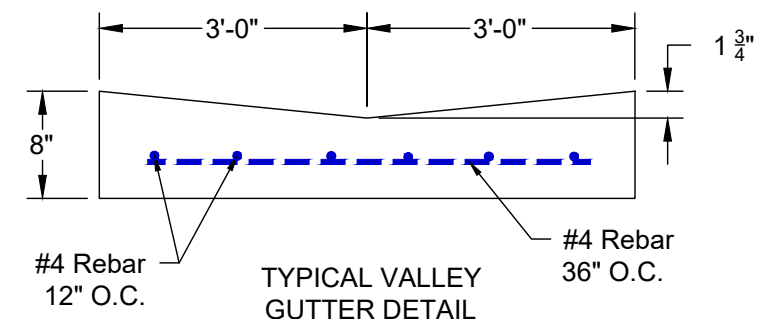
MD-1 DRIVEWAY WITH SIDEWALK ADJACENT TO CURB LAYOUT



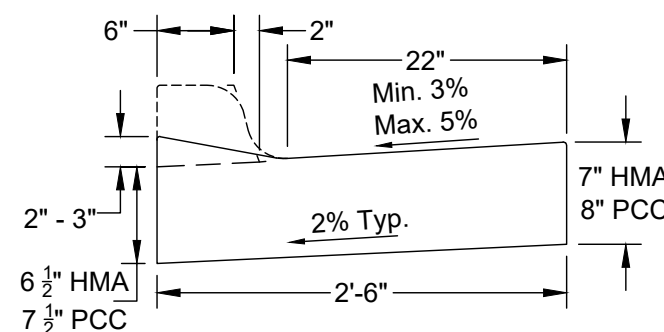
- 1 Type 'C' Contraction Joints to be at intervals of 15'
- 2 Expansion Joints to be constructed at points of tangency of all curves
- 3 BT-5', 'KT-1', or 'L' joint if Proposed Pavement is PCC. 'B' joint if Proposed Pavement is HMA.
- 4 If proposed pavement is PCC, match joint spacing for proposed pavement.
- 5 New driveways shall require the removal of curb and gutter and replacement with driveway curb and gutter as shown below. Grinding curb for driveway is not be allowed. Removal of curb back for driveway is not allowed.



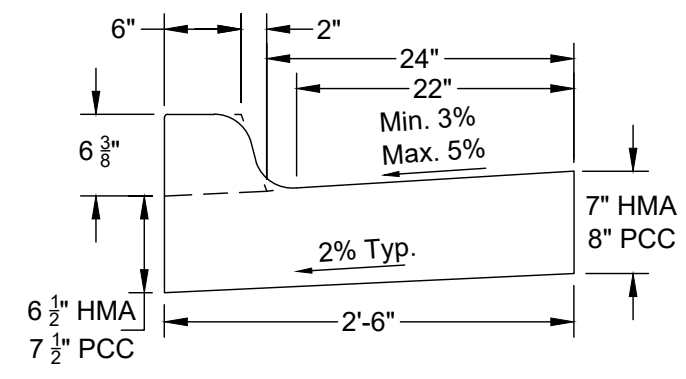
TYPICAL BEAM CURB DETAIL



TYPICAL VALLEY GUTTER DETAIL



DRIVEWAY DROP CURB



TYPICAL CURB SECTION

MD-2 CURB & GUTTER DETAILS

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Registration No. P25428

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

Drawn By: JCK
Chk By: JCK
Proj. No: SDW20001
Dwg. No: SDW20001
VP. No: DETAILS
Date: 8/25/21

TYPICAL DETAILS

2020 ADA SIDEWALK REPAIR PROJECT
MARSHALLTOWN, IOWA

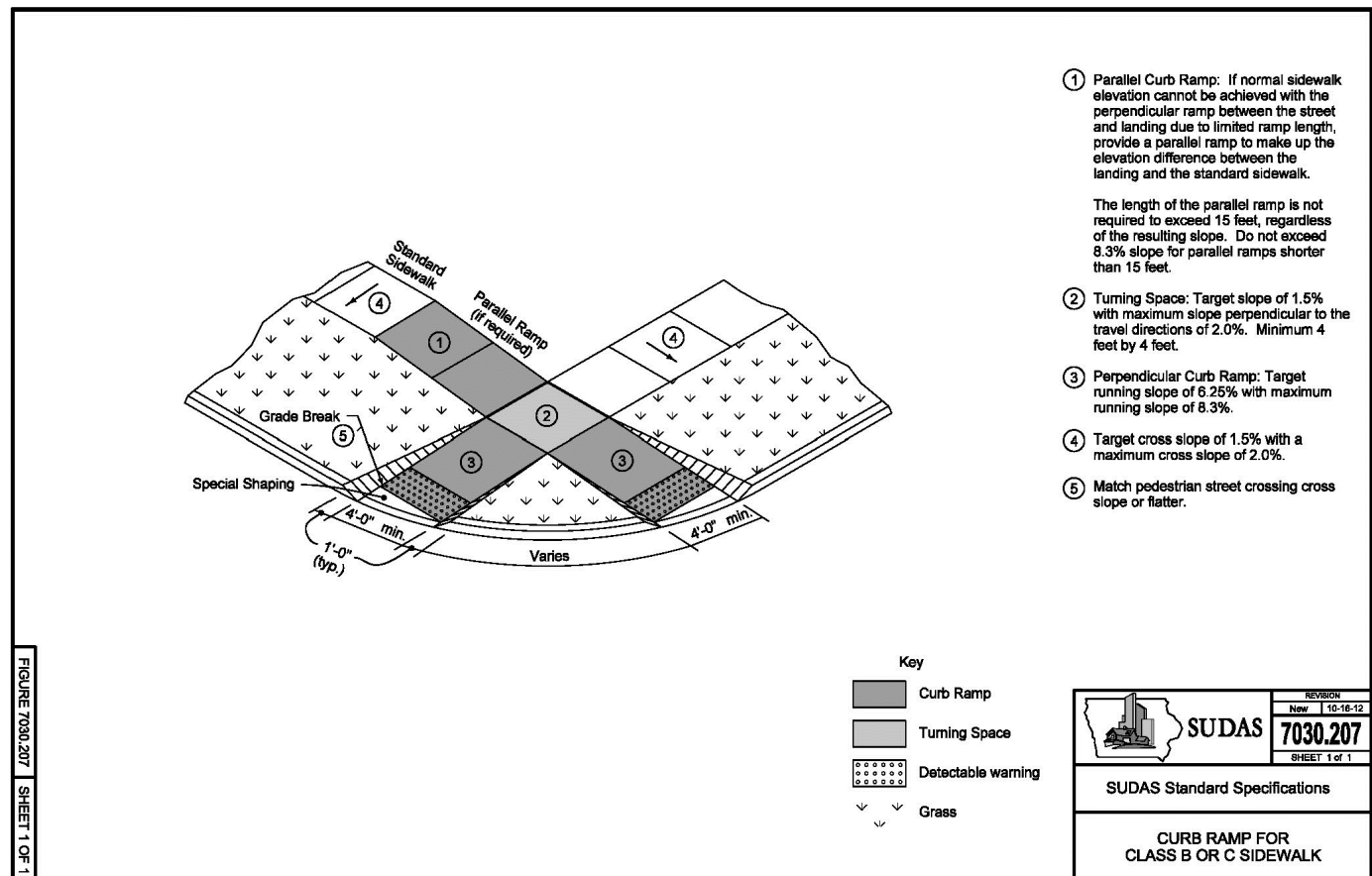
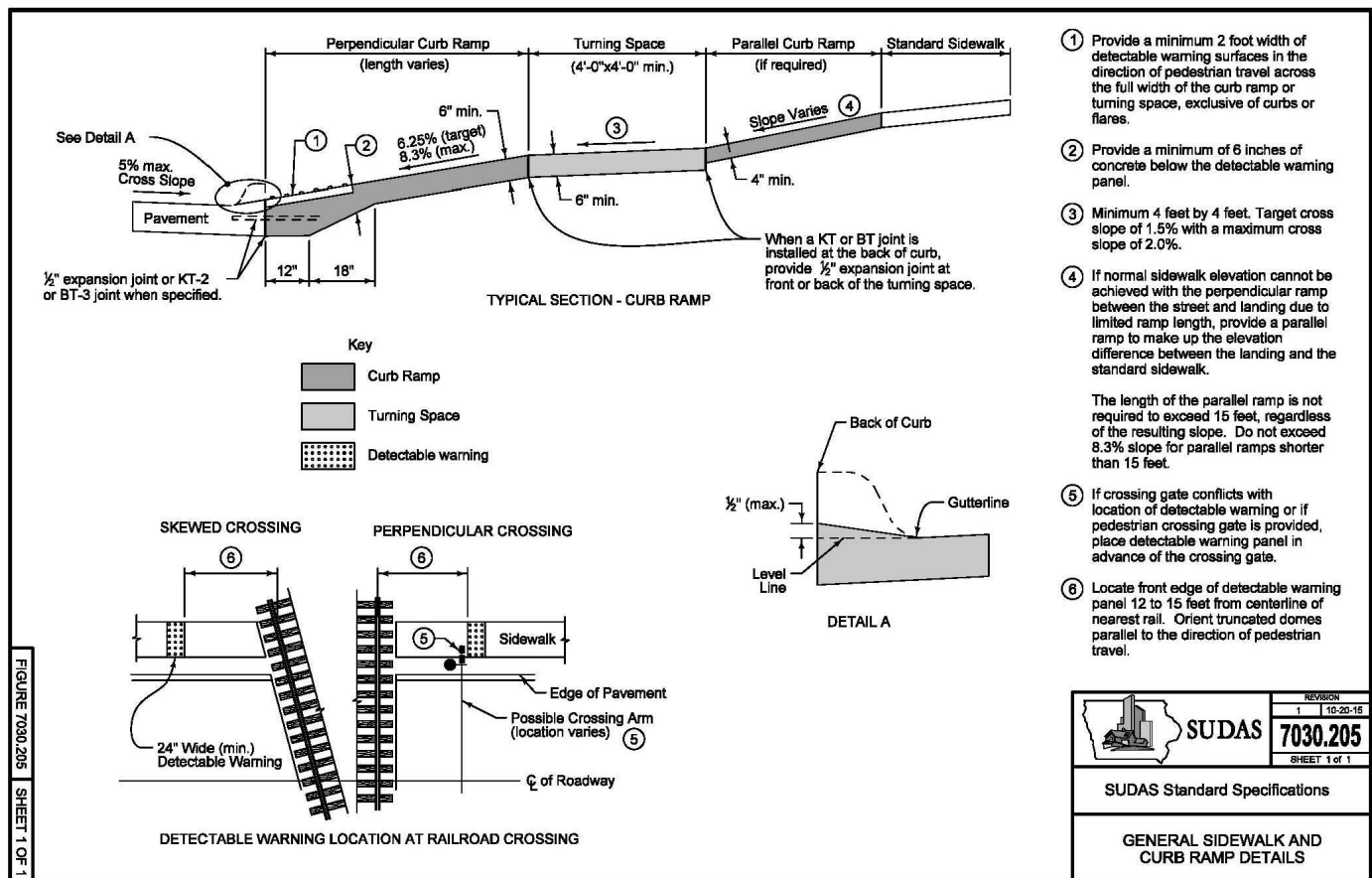
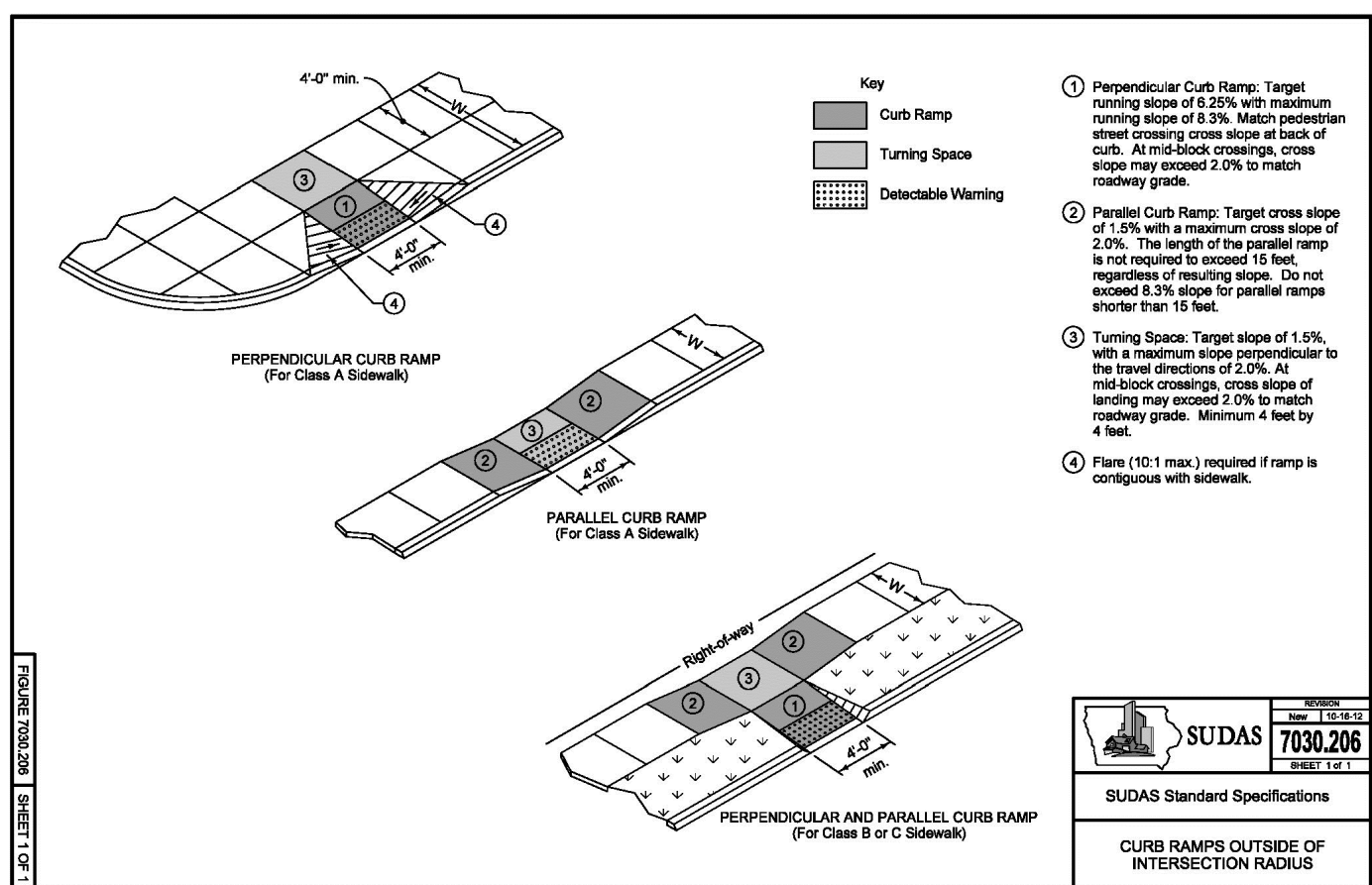
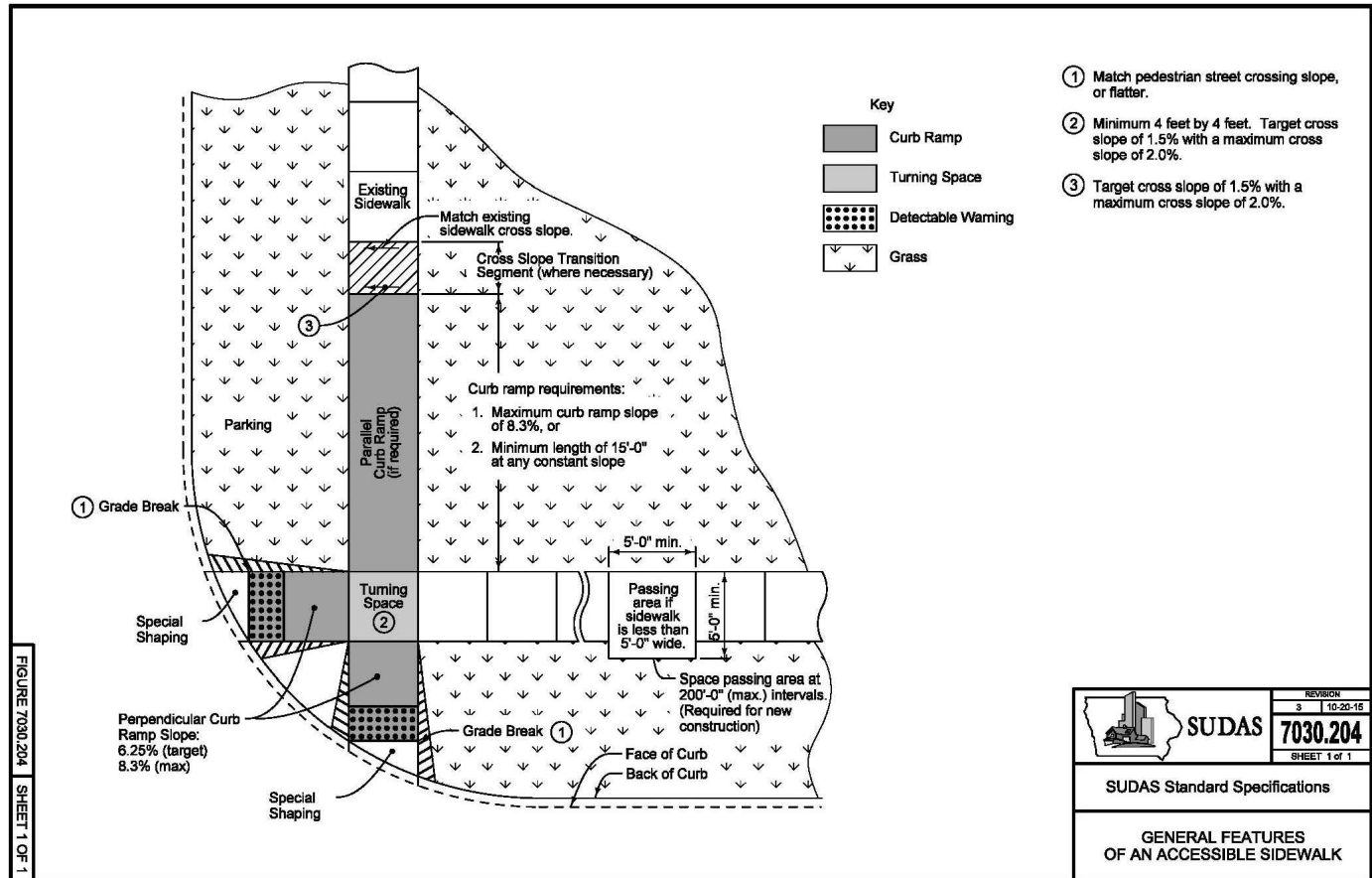


FIGURE 7030.208 SHEET 1 OF 1



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

DEPARTMENT OF PUBLIC WORKS

April 13, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 2020 ADA Sidewalk Repair, Project No. SDW20001.

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

Recommendation: Staff recommends approving the Resolution ordering construction of the 2020 ADA Sidewalk Repair.

Background: Construction includes replacement of deteriorated concrete sidewalk in areas owned and maintained by the City of Marshalltown. Work will include replacement of sidewalk, ADA ramps and other miscellaneous work.

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

Attachment: None

cc: Jessica Kinser, City Administrator

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



OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
2020 ADA SIDEWALK REPAIR
PROJECT NO. SDW20001**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 2020 ADA SIDEWALK REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 27th day of September 2021 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. SDW20001, the 2020 ADA Sidewalk Repair is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 5th day of October 2021 for the construction of the 2020 ADA Sidewalk Repair as described in the plans and specifications for Project No. SDW20001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 11th day of October 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 2020 ADA Sidewalk Repair in Marshalltown, Iowa as shown in the plans and specifications for Project No. SDW20001 the 2020 ADA Sidewalk Repair.

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

BASE BID - ADA SIDEWALK REPAIRS

Item No.	SUDAS Ref.	Description	Quantity	Unit
1	2010-108-E-0	Excavation, Class 13	145.0	CY
2	2010-108-G-0	Subgrade Preparation	1,078.0	SY
3	2010-108-I-0	Subbase, Modified	1,078.0	SY
4	7010-108-A-0	Pavement, PCC, 7" (Filletts)	169.7	SY
5	7010-108-E-0	Curb and Gutter, 30" W x 6" D	225.5	LF
6	7030-108-A-0	Removal of Sidewalk	715.2	SY
7	7030-108-E-0	Sidewalk, PCC, 6"	262.6	SY
8	7030-108-E-0	Sidewalk, PCC, 4"	583.4	SY
9	7030-108-G-0	Detectable Warning	248.0	SF
10	7040-108-H-0	Pavement Removal	169.7	SY
11	7040-108-I-0	Curb and Gutter Removal	225.5	LF
12	8030-108-A-0	Temporary Traffic Control	1.0	LS

BASE BID - ADA SIDEWALK REPAIRS

Item No.	SUDAS Ref.	Description	Quantity	Unit
13	9010-108-B-0	Seeding, Fertilizing, and Hydraulic Mulching	220.0	SY
14	9040-108-A-1	SWPPP Preparation	1.0	LS
15	9040-108-A-2	SWPPP Management	1.0	LS
16	11,020-108-A	Mobilization	1.0	LS
17	11,050-108-A-0	Concrete Washout	1.0	LS

All work is to be done in strict compliance with the Plans and Specifications for said Project No. SDW20001 as proposed by the City Engineer.

Obtaining the Bidding Documents

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

A deposit of \$150.00 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

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

Instructions to Bidders.

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

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

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 13th day of September 2021.

Owner: City of Marshalltown

By: Alecia Hunter

Title: City Clerk

MINUTES TO SET DATE FOR
HEARINGS ON PROPOSALS TO ENTER
INTO A GENERAL OBLIGATION LOAN
AGREEMENTS

422742-45

Marshalltown, Iowa

September 13, 2021

The City Council of the City of Marshalltown, Iowa, met on September 13, 2021, at 5:30 p.m., at the City Hall Chambers, 10 W State St, Marshalltown, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2021-238

Resolution setting date for public hearing and additional action on proposals to enter into general obligation loan agreements and to borrow money thereunder in a principal amount not to exceed \$9,600,000

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa proposes to enter into a General Obligation Corporate Purpose Loan Agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,400,000 for the purpose of purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system and storm water drainage improvements; (2) acquiring and installing street lighting, signage and signalization; and (3) undertaking nuisance abatement and/or acquisition, demolition and restoration of dangerous and dilapidated properties (collectively the “Essential Purpose Projects”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a loan agreement (the “General Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking parking lot improvements at the municipal softball complex (the “General Purpose Project” and, together with the Essential Purpose Projects, the “Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This City Council shall meet on September 27, 2021, at the City Council Chambers, 10 W State St, Marshalltown, Iowa, at 5:30 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,400,000

(GENERAL OBLIGATION)

The City Council of the City of Marshalltown, Iowa (the “City”), will meet on September 27, 2021, at the City Hall Chambers, 10 W State St, Marshalltown, Iowa, at 5:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$9,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system and storm water drainage improvements; (2) acquiring and installing street lighting, signage and signalization; and (3) undertaking nuisance abatement and/or acquisition, demolition and restoration of dangerous and dilapidated properties.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$200,000

(GENERAL OBLIGATION)

The City Council of the City of Marshalltown, Iowa (the “City”), will meet on September 27, 2021, at the City Council Chambers, 10 W State St, Marshalltown, Iowa, at 5:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$200,000 for the purpose of paying the costs, to that extent, of undertaking parking lot improvements at the municipal softball complex.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 284.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Alicia Hunter
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$9,600,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for such Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 13, 2021.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into certain loan agreements, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned City Clerk, do hereby certify that the City of Marshalltown is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Administrator
_____, City Clerk
_____, Finance Director
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the date indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

(Attach here the publisher's original affidavits with the clipping of the notices, as published.)

September 7, 2021

Via Email

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: General Obligation Corporate Purpose Loan Agreement
Our File No. 422742-45

Dear Alicia:

We have prepared and attach proceedings to be used at the September 13th City Council meeting to enable the City Council to set September 27th as the date for a hearings on the General Obligation Corporate Purpose Loan Agreements (the “Loan Agreements”).

The documents attached include the following items:

1. Minutes of the City Council meeting, followed by the resolution fixing the date, time and place for the hearings. The forms of notice of hearing are set out in Sections 2 and 3 of the resolution. Please print extra copies of the notices for delivery to the publisher. Please insert the time of each hearing in both the resolution and the respective notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization Certificate.
4. Publication Certificate with respect to publication of the notices, to which must be attached the publisher’s affidavits of publication with the clippings of the notices as published.

The notice of the proposal to borrow for the Essential Purpose Loan Agreement must be published at least once, not less than **four (4) and not more than twenty (20) days** before the September 27, 2021 meeting date set for the hearing, in a legal newspaper which has a general circulation in Marshalltown. **The last date on which this notice can be effectively published is September 23, 2021.**

The notice of the proposal to borrow for the General Purpose Loan Agreement must be published at least once, not less than **ten (10) and not more than twenty (20) days** before the September 27, 2021 meeting date set for the hearing, in a legal newspaper which has a general circulation in Marshalltown. **The last date on which this notice can be effectively published is September 17, 2021.**

Page 2

Please email a copy of the published notices to lemke.susan@dorsey.com as soon as each appears in the newspaper.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings. If you have any questions, please contact Cheryl Ritter, Erin Regan or me.

Best regards,

John Danos

Attachments

cc: Diana Steiner
Jessica Kinser
Speer Financial, Inc.

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: September 7, 2021
RE: 2021 GO Bond Process

Policy Issue: Council is required to hold a public hearing before proceeding with the issuance of any bonds

Recommendation: To approve the resolution as proposed setting the public hearing

Background: The City Council gave staff direction to move forward with proceedings for borrowing \$9.6 million for projects. After legal counsel reviewed, one project, the MSA Parking Lot project at \$200,000, is considered general corporate purpose for borrowing purposes. The remaining \$9.4 million for the first phase of the Center Street Viaduct, Street Improvements, Phase 1/State Street of the Downtown Implementation Plan, and the replenishing of the D&D funds is all considered essential corporate purpose. Two public hearings will be held on the 27th of September.

The remaining schedule for the issuance of the debt is included as an attachment.

Budget Impact: TBD; interest only for June 2022 payment with principal and interest to begin December 1, 2022.

Attachment: Bond issuance timeline

City Council

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



CITY OF MARSHALLTOWN, IOWA
BOND ISSUANCE TIMELINE
\$9,600,000 General Obligation Corporate Purpose Bonds, Series 2021

September 13, 2021	SET DATE OF PUBLIC HEARING – NTE \$9,600,000 Resolution provided by Bond Counsel
September 27, 2021	HOLD PUBLIC HEARING Resolution provided by Bond Counsel
October 25, 2021	APPROVE THE PRELIMINARY OFFICIAL STATEMENT Resolution provided by Bond Counsel
Week of October 25	RATINGS CALL Participants Needed: Finance Director/City Administrator
November 8, 2021	BOND SALE AND AWARD Resolution provided by Bond Counsel (Speer plans to attend this meeting)
November 22, 2021	AUTHORIZING/ISSUANCE PROCEEDINGS Resolution provided by Bond Counsel
December 14, 2021	BOND CLOSING Day that City will receive Bond Proceeds (No meeting required)

**RESOLUTION ADOPTING A REVISED COUNCIL MANUAL FOR THE
CITY OF MARSHALLTOWN**

WHEREAS, the City Council of the City of Marshalltown has the authority to set out rules and procedures governing the City Council operations of meetings and other functions; and

WHEREAS, the Council Manual was originally adopted in January 1996 and was amended in October 2017; and

WHEREAS, as stated in the Council Manual, a review of the document should occur every two years; and

WHEREAS, a review in 2021 has identified multiple changes to occur to assist in creating a better acknowledgement and understanding of the Council rules and procedures, as well as to eliminate conflicts within the document;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the 2021 revised Council Manual is hereby adopted.

Passed this 13th day of September, 2021, and signed this ____ day of September, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Council Manual

Rules and Procedures

Adopted October 9, 2017

Amended September 13, 2021

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AUTHORITY

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.

The Iowa Open Meetings Law, Chapter 21 of the Code of Iowa, is the governing law of public meetings held by the City of Marshalltown. Direct references to the law are not made throughout the document but are noted as the authority being followed. Chapter 22 of the Code of Iowa is the Iowa Open Records Law, which is also a governing law of public records of the City of Marshalltown.

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 Council member 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 Council member 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 the majority rule of those present and voting.

Following any adverse ruling on a point of order, any Council member may move to appeal the decision of the presiding officer and, in so doing, state the appropriate action which the Council member 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

These rules may be temporarily suspended by a vote of two-thirds of all Council members, or the unanimous consent of all the Council members present if fewer than five are present.

Temporary Suspension.

These rules may be temporarily suspended by the unanimous consent of all the Council members present, or by a vote of two-thirds of all the Council members. 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 a majority vote of all Council members 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, if 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 Council member 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 Council member 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 Council members 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 Council members shall deal with the administrative agencies of the City through the City Administrator.

MAYOR'S DUTIES**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 Council member, 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 Council member 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 Council member desiring to speak shall be first recognized by the Mayor unless requested to be recognized or seconding a motion. Council members 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 Council members 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.

Veto Authority.

While the Mayor does not get to vote on matters before the City Council, the Mayor does have the authority to veto a resolution, ordinance or amendment to an ordinance within 14 days after the Council passes it. The mayor must give the council a written explanation of the reasons for the veto at the time of the veto. The Mayor cannot veto a simple motion. Within 30 days after the veto, the council may re-pass the resolution, ordinance or amendment with a two-thirds vote of the Council.

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.

Department heads or other designated employees of the City shall attend those Council meetings where an item on the agenda may require some departmental explanation, 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 meetings 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.

The City Council meeting agenda and pertinent packet information shall be posted on the City's website, www.marshalltown-ia.gov. The Mayor and Council members 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 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.

The regular Council meetings will be held the second and fourth Mondays of every month. Meetings will commence at 5:30 p.m., unless the Council directs otherwise. When the regular meeting date is a holiday, the meeting will be held at 5:30 p.m. on the following day or at such other time .

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 Council member. 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 Council member 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 unless waived by the Mayor or City Administrator.

Budget Process.

Annually, the City Council works with staff to review and adopt a budget for the next fiscal year. The budget process typically requires meetings outside of the regular City Council meetings to cover the different funds and topics necessary. The Finance Director will work with the Mayor and Council to bring forth a budget calendar near the end of each calendar year to ensure open communication about meetings outside the regular meeting times.

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 Council members or all of the Council members 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. The 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 ACCESS AND PARTICIPATION

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, Council members, City staff and members of the public to maintain common courtesy and decorum throughout any meeting. The Mayor, Council members, City staff, and members of the public should speak one at a time in a civil and courteous manner to be heard by all persons in attendance.

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.

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. 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.

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 not be a

method for the public to participate if City Council Chambers are open to the public with no restrictions.

In addition to attending the meeting in person, the public can access a live stream of the City Council meetings by going to <https://www.marshalltown-ia.gov/731/City-Council-Meetings>. The archive of past Council meetings available on YouTube is also available on this webpage.

Rules of 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 brief as 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 as a whole and not to any Council member 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.
- 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 Council members in a discussion, except as permitted by the Mayor.
- h) 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. Council members may, in their individual discretion, make themselves available to persons attending the meeting before or after the City Council meeting.

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 Council member. 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 Council members of the same.

Agenda and Agenda Packet Preparation.

The Mayor, City Administrator, and City Clerk are responsible for the preparation of the agenda and packet. Council members 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.

Council members should, whenever possible, avoid using Council meeting time as a fact-finding exercise. Council members are instead encouraged to consult with the City Administrator ahead of the meeting to clarify any packet materials that 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.

Agendas for public meetings shall be posted at City Hall – 24 North Center Street ADA entrance. Individuals signing up for notifications on www.marshalltown-ia.gov will be notified as soon as an agenda is posted. Elected officials, city staff and the public will need to access the agenda on the City's website, as paper copies are no longer distributed.

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.

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 may or will likely occur if action is not taken immediately.

ORDER OF BUSINESS

The order of business shall be as contained in the agenda. The order of business may also be changed by a majority vote of Council members 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, COUNCIL MEMBERS, CITY ADMINISTRATOR AND PRESENTATIONS. Informational, explanatory, or educational comments by the Mayor, Council members and City Administrator that 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 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. Council members or the Mayor may remove any item on the consent agenda for individual discussion, or to abstain from a vote because of a potential conflict of interest, or to register a vote against the item, by notifying, before the meeting, the City Administrator or Mayor of the removal and the reason for it. No second shall be required to remove an item and 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. Council members 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 procedural 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 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. 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.

- 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 three-fourths (3/4) of all Council members (i.e., not just those Council members 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 address an ordinance, upon the same conditions as provided under public comments.

An ordinance that 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 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 the placement of the item on a subsequent meeting agenda through the usual process described in the “Agenda Preparation” section of these rules.
- k) **PUBLIC COMMENT.** Members of the general public may, during the allotted timeframe on the meeting agenda, make comments on any item that 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 the Council as a whole. The presiding officer and Council members shall not engage in discussion or debate on items raised by members of the public. No action may be taken on items raised in public comments.

- l) **ADJOURNMENT.** When the City Council has finished its business, the Mayor may declare the meeting adjourned.

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 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 Council member 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. Council members may then discuss and take action on the proposal following the hearing if notice of such action is stated on the meeting agenda.

OTHER MEETING PROCEDURES

Individual Electronic Participation.

An absent Council member may participate electronically in any City Council meeting by speaker phone or other device, provided the comments of the Council member are plainly audible to the public. This could include an electronic meeting service if requested by a Council member. With advance notice, staff members and select consultants may be available via phone or an electronic meeting service.

Quorum.

A quorum is necessary for the conduct of business. A majority of the Council members 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 motions, resolutions, and ordinances and entered into the official minutes of the City Council. The name of the Council member making the motion shall be recorded in the minutes, along with the “Ayes” and “Nays.” The outcome of a vote on a motion shall be announced by the Mayor and recorded by the Clerk.

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 to ensure all Council members understand its meaning and intent. In such cases, Council members should be asked to amend their motions by friendly amendment.

Majority Vote Required.

Unless otherwise provided by State Code, an affirmative vote of at least four (4) Council members shall be necessary to pass an ordinance or resolution. When any vote is called, each Council member shall respond: “yes,” “no” or “abstain.” An “abstain” vote of a Council member is a “no” vote, unless the Council member 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 Council member. For example, if two Council members 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.

Making a Motion.

When a Council member wishes to propose an idea for discussion and possible action, the Council member must make a motion. In order to make a motion, these steps must be taken:

1. The Council member asks to be recognized by the presiding officer.
2. After being recognized, the Council member makes the motion (“I move...”).
3. Another Council member seconds the motion.
4. The presiding officer states the motion and asks for discussion.
5. When there has been sufficient discussion, the presiding officer will close the debate (“Are you ready for the question?” or “Is there any further discussion?”).

If no one requests to make additional comments, the presiding officer puts the question to vote. 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 4), the Council member 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, Council members must avoid combining multiple proposals in the same motion. If a Council member prefers to see proposals divided and voted upon separately, the Council member 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 Council members.

Debate Procedures and Rules.

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.** Council members 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 Council member present when a question is stated from the presiding officer shall vote thereon, unless the Council member 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 Council member may have the same divided, and the item(s) considered separately.

TYPES OF MOTIONS

Please see the Table of Motions on page 23 for more information as to whether the motion is debatable, amendable, and the vote required. Specific State laws require the passage of motions, resolutions and ordinances greater than that of a simple majority. 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 Council member may make the motion, if properly recognized.

Main Motion.

The main motion is to put forward a decision for consideration. Example: “I move that we create a five-member committee to plan the annual fundraiser.” This is the most common motion used in a Council meeting to conduct business and bring forth items on the agenda for consideration.

Subsidiary Motions.

The following are considered subsidiary motions, which can be utilized by the City Council in handling the main motion.

- a) **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.
- b) **To amend an amendment.** Seeks to modify an amendment. Example: “I move we amend the amended motion to have an eight-member committee.” A motion to amend an amendment requires a second and cannot be amended further.
- c) **To postpone to a date certain or indefinitely.** Proposes delay in further discussion of the matter under consideration until a specific, stated time at which the item will be debated further or indefinitely. Example: “I move we postpone further discussion of this item until our first regular meeting in October.” This motion is not debatable except the date certain.
- d) **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. This motion is not debatable.

- e) To take from the table. Considers bringing forth a tabled motion for further discussion or action. Example: “I move to remove item X from the table.” This cannot be debated or amended. Once a majority vote in favor, the original tabled item can be acted upon.
- f) 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 Council member makes such a motion, the Council member 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 Council members 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.
- g) 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.
- h) To Refer to Committee. This motion directs that the item under consideration be sent to a committee for further analysis and recommendations. More information about committees can be found on page 20.

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 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.

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.

Motions 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 Council members, in the interest of efficiently and effectively using time. Generally, a Council member will not be interrupted by other Council members, but may be under the following circumstances:

- a) To Object to Consideration. 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. Normally, such a motion is unnecessary, because the objectionable item is usually tabled or defeated. However, when Council members do not wish there to be any consideration of an item, such a motion is in order.
- b) To Request a Point of 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.
- c) To Raise a Point of Order. The proper statement by a Council member 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.
- d) To Appeal. If the Mayor makes a ruling with which a Council member disagrees, that Council member may appeal the ruling of the Mayor to the Parliamentarian. This motion is not debatable.
- e) To Call for Orders of the Day. This is another way of saying, "Let's return to the agenda." If a Council member believes the Council has drifted from the agenda, such a motion may be made. It does not require a second or a vote. 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.
- f) 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.
- g) 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.

- h) 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. This would occur outside of the adjournment in the Order of Business, which is called for by the Mayor.

REQUIRED PUBLICATIONS

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 the Times Republican within fifteen (15) days of the Council meeting, as required by the Iowa Code. Additions and corrections to the minutes may be made only in public meetings, with the approval of the Council, and not by the private request of individual Council members.

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, Council members present, action taken, the results of each vote taken, and information sufficient to indicate the vote of each Council member 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. A copy of all such minutes must be filed with the City Clerk's office. 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.

In addition to the publication of the minutes, all ordinances, public hearing or other notices will be published in the Times Republican.

CREATION 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. 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. 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.

Any special or ad-hoc committee will be formally approved by the City Council. Special committees shall report their findings and recommendations in writing. 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.

The abolishment or modification of a board or commission shall be done in accordance with applicable State law or City Code.

Steering committees are sometimes used by City staff members to provide broader viewpoints on specific projects or plans. A steering committee is not considered a special committee of the City Council unless the Council takes such actions to form it as a special committee. Steering committee members will be determined in consultation with the Mayor and City staff. Membership of a steering committee ceases to exist when a plan or project is brought to fruition.

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 Council member while the Council is in session must be made through the City Clerk. Other rules include the following:

- a) Council members shall not address the meeting until recognized by the presiding officer.
- b) When two or more Council members request to be recognized at once, the presiding officer shall recognize and name the Council member who is to speak first.
- c) No Council member shall be recognized to speak twice on the same matter until every Council member desiring to comment on the matter has spoken.
- d) The Mayor, Council members, City Administrator, and City 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) Any person called to order by the presiding officer shall immediately desist in the objectionable behavior.

- f) 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) 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 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.

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 9	Yes	No	2/3 Council or unanimous of all present
To change the order of business	Page 11	Yes	Yes	Majority of Council Members present
To approve a resolution	Page 12	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	¾ of all Council Members
To amend	Page 17	Yes	Yes	Majority of all Council Members
To amend an amendment	Page 17	Yes	No	Majority of all Council Members
To postpone to a date certain	Page 17	Yes	Yes	Majority of all Council Members
To lay on the table	Page 17	No	No	Majority of all Council Members
To take from the table	Page 17	No	No	Majority of all Council Members
To end debate (previous question)	Page 18	No	No	2/3 of all Council Members
To limit debate	Page 18	No	Yes	2/3 of all Council Members
To refer to a committee	Page 18	No	Yes	Majority of all Council Members
To reconsider	Page 18	No	No	2/3 of all Council Members
To object to consideration	Page 19	No	Yes	2/3 of all Council Members
To request a point of privilege	Page 19	No	No	Mayor
To raise a point of order	Page 19	No	No	Mayor
To appeal	Page 19	No	No	Parliamentarian
To call for orders of the day	Page 19	No	No	Mayor
To recess	Page 19	No	Yes	Majority of all Council Members
To fix a time for adjournment	Page 19	No	Yes	Majority of all Council Members
To adjourn (prior to adjournment on agenda)	Page 19	No	Yes	Majority of all Council Members

RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HEALTHY HOMES PRODUCTION GRANT

WHEREAS HUD has announced funding availability for the Healthy Homes Production Grant Program; and

WHEREAS the City is an eligible applicant with a proven track record of successfully implementing Federal funding from the HUD; and

WHEREAS the City has successfully administered HUD Lead Based Paint Reduction Grants which have included healthy homes interventions; and

WHEREAS said Program can award up to \$2 million in funding for projects with an encouraged 10% matching contribution proposed to be met through in-kind and owner matching contributions; 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 HUD Healthy Homes Production Grant application in an amount not to exceed \$2 million with up to 10% in-kind 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 13th day of September 2021 and signed this ____ day of September 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: September 13, 2021 Meeting

RE: HUD Healthy Homes Production Grant Program

Policy Issue: The U.S. Department of Housing and Urban Development (HUD) has announced funding availability for the Healthy Homes Production Grant Program for healthy homes interventions. Staff is requesting approval to apply for funding under this program.

Background: The City of Marshalltown has been administering HUD Lead Based Paint Reduction Grants since 2003 which has included healthy homes funding with multiple projects. Healthy homes interventions address common items such as mold, radon, water leaks, electrical hazards, trip and fall hazards and lead based paint hazards. This program is not limited to households with children in the home.

Recommendation: Staff recommends applying for the HUD Healthy Homes Production Grant Program. The application is due September 21, 2021.

Budget Impact: We may apply for 100% of funding however competitive applications will have a 10% matching contribution. The maximum award is \$2 million. Matching contributions are anticipated to be in-kind and provided by property owners as a matching contribution to the 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 USE OF COUNCIL-DESIGNATED
LOCAL OPTION SALES TAX FOR THE DEVELOPMENT A
MASTER PLAN FOR RIVERVIEW PARK**

WHEREAS, Riverview Park was one of the many City properties damaged by the August 2020 derecho, resulting in the loss of hundreds of trees; and

WHEREAS, the landscape of Riverview Park is forever changed from what it was, which can be seen as an opportunity for providing a high quality recreational and natural space for all to enjoy; and

WHEREAS, a master plan will be a necessary document for applying for grants to assist in the funding of Riverview Park improvements; and

WHEREAS, Bolton and Menk, who prepared the Parks and Recreation Master Plan for the City of Marshalltown, has proposed a fee of \$29,500 to prepare a Master Plan for Riverview Park;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that \$29,500 is approved in Council-designated Local Option Sales Tax funds for the Riverview Park Master Plan and the Mayor directed to execute the attached agreement.

Passed this 13th day of September, 2021, and signed this _____ day of September, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Real People. Real Solutions.

309 E 5th Street
Suite 202
Des Moines, IA 50309-1981

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

May 18, 2021

Jessica Kinser – City Administrator
City of Marshalltown
24 N. Center Street
Marshalltown, IA 50158

RE: Riverview Park Concept Master Plan

Dear Jessica:

Bolton & Menk, Inc. is pleased to submit the following proposal to provide concept design services for the Riverview Park Master Plan as summarized herein.

PROJECT APPROACH

You can be assured the Bolton & Menk, Inc. team will provide outstanding creative and technical deliverables for concepts in a timely and cost-effective manner.

In order to ensure a positive project result that meets the City's requirements, we have developed a project approach that is rooted in three primary goals:

- + Provide creative and appropriate solutions focused on Marshalltown's specific needs.
- + Maximize value and cost effectiveness through sustainable design.
- + Explore and enhance the cultural, natural and recreational resources of Riverview Park.

With impacts of both the tornado and derecho, the damage and devastation to this great park can be seen from one end to the other. While the loss of so much of the park's tree canopy is unfortunate, an opportunity to reimagine the open space that is now created, is presented.

There is an incredible history in Riverview Park, dating back over 100 years. Over the course of time, the amenities, attractions, use and function have changed significantly. Now with the change caused by natural events, our goal is to determine how to celebrate the cultural history of the park and improve how this space functions to better serve the needs of the community.

Based on preliminary conversations with City staff, we understand the following amenities are to be considered in the site plan alternatives:

- + Consideration of existing structures (shelters, buildings, restrooms, etc.) for repair or replacement. This will be based on a visual assessment of the existing buildings and discussions/direction from City staff. *If an in-depth architectural review of the structural integrity*

and/or mechanical/electrical systems is warranted, an Architect will need to be obtained as an additional service.

- + Layout, circulation/function, and amenities of existing campground.
- + Location and sizing of stormwater management features. The sizing and determination of the stormwater management needs were prepared as part of an earlier planning study. We will evaluate the outcomes of that study and develop ideas for how these features can become amenities to the park design and possibly reduce the overall impact on the park.
- + Evaluation of location, use and functionality of existing recreation amenities including: dog park, playground, sand volleyball, basketball, tennis, disc golf.
- + Consideration of a community event space and performance stage/structure.

This document provides the details regarding our approach to how the transformation of Riverview Park can be achieved.

In general, the following scope will result in two distinct concept alternatives, followed by the development of one preferred concept plan that may include elements from either of the two initial concepts. Our team will provide a preliminary cost opinion with phasing for implementing the proposed improvements. We will accompany the plan with supporting graphics for the preferred concept to be used by the City in fundraising and public outreach.

PRELIMINARY DESIGN SCOPE OF SERVICES

TASK 1: PROJECT ROLLOUT

Description:

- + Review and confirm the scope and deliverables
- + Understand project needs and programming priorities
- + Drone footage for updated aerial and mapping of existing park features and tree canopy
- + Collect data, prepare base mapping, and interpret the site constraints

Upon notice to proceed, we will complete an analysis of the site using publicly available GIS data, existing aerial photography and other relevant data provided by the City to prepare a base map suitable for use in concept development. If available in an accessible format, we will layer in data of the locations of removed/damaged trees to identify which trees have been removed and how to preserve the remaining canopy while exploring newly open spaced of the park. Included in this task will be collecting new drone footage of entire park.

Deliverables:

- + Kickoff meeting notes
- + Project boundary base map and updated aerial imagery of the park
- + Stormwater management impact diagram
- + Site analysis diagram
- + Projected project timeline
- + Park program outline

Note: Boundaries and utilities will be approximate for the work completed as a part of this scope.

TASK 2: PRELIMINARY SITE CONCEPT DEVELOPMENT

Our team will develop two (2) site concepts with varying amenities to be presented to City staff for discussion and consideration. Concept plan materials will include one (1) color rendered plan graphic on 24-inch by 36-inch presentation board, for each concept.

Subtask 2.1 Preliminary Site Concept Alternatives

- + Develop two (2) preliminary site concepts
 - o Varying amenity options
 - o Expanded opportunities within the park
 - o Pedestrian and vehicular circulation considerations
 - o Parking considerations
 - o Utility requirements
- + Define programming priorities per concept

Subtask 2.2 Present Alternatives

- + Facilitate a stakeholder meeting with park users, campground attendants, recreation programming staff, etc. to evaluate concept alternatives and discuss how best to facilitate the needs of park / amenity users.
- + Meet with City staff to present concept alternatives.
 - o Discuss preferred components and amenities establishing direction for the development of one (1) preferred concept plan.

Deliverables:

- + Two (2) 2D concept design plan graphics on 24"x36" presentation boards
- + Presentation materials
- + Meeting minutes / follow-up summary

TASK 3: PREFERRED CONCEPT PLAN

Upon evaluation of the preliminary concept alternatives, our team will review comments provided by City staff and stakeholders, finalize programming, and prepare a preferred concept plan for Riverview Park. To accompany the concept plan, we will prepare a construction cost estimate and phasing plan for the proposed improvements. The final step in our process will be to present this information to City Council for review and adoption.

Subtask 3.1 Preferred Concept Plan Graphics

- + Compile information from City staff
- + Review preferred program elements
- + Develop one (1) 2D preferred concept plan
- + Prepare four (4) supporting perspective graphics to convey design intent of significant amenities included in the site plan; it is intended that the supporting graphics will be used in the fundraising and communication process

Subtask 3.2 Preliminary Cost Opinion

- + Develop one (1) preliminary cost opinion for the preferred concept plan

Subtask 3.3 Present Preferred Concept Plan

- + Attend one (1) City Council meeting to present one (1) preferred concept plan and the corresponding preliminary cost opinion for approval

Deliverables:

- + Deliver one (1) 2D preferred concept plan graphic on 24"x36" presentation board
- + Deliver four (4) supporting graphics as necessary to convey design intent
- + Deliver one (1) preliminary cost opinion
- + Attend one (1) City Council meeting to obtain approval of the preferred concept plan

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-3 shall not be considered part of the Basic Services and may be authorized by the City as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project.

Additional services may consist of the following:

- + Site Survey of boundary and topography
- + Stormwater calculations and management design
- + Design development or construction documentation services
- + Additional revisions and meetings beyond tasks 1-3
- + Architectural evaluation or design of structures
- + Structural engineering
- + Civil engineering services for utilities and grading

FEE AND TERMS OF PROPOSAL

COMPENSATION

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an hourly not to exceed an estimated fee of **\$29,500** unless prior approval is received. This proposal is subject to the attached "Terms of Proposal".

We appreciate this opportunity and look forward to showcasing our capabilities to expand the opportunities for Riverview Park.

Sincerely,

BOLTON & MENK, INC.



Casey Byers, PLA
Project Manager



Jim Harbaugh, PLA
Principal

Accepted: _____

Date: _____

(Hearing & Issuance - Revenue)

422742-44

Marshalltown, Iowa

September 13, 2021

A meeting of the City Council of the City of Marshalltown, Iowa, was held on September 13, 2021, at 5:30 p.m., at the City Council Chambers, in the City.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into an amended Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. ____

Resolution authorizing and approving an amended Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$3,646,000 Sewer Revenue Improvement and Refunding Bonds, Series 2021A

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$3,700,000 Sewer Revenue Bonds, Series 2013, dated June 18, 2013 (the “Series 2013 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$5,065,000 Sewer Revenue Refunding Bond, Series 2020, dated January 8, 2020 (the “Series 2020 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$4,335,000 Sewer Revenue Refunding Bonds, Series 2021, dated April 1, 2021 (the “Series 2021 Bond”), a portion of which remain outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2013 Bonds, the Series 2020 Bond and the Series 2021 Bonds (hereinafter collectively referred to as the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2019 Bond Resolution”), the City has heretofore issued its \$3,500,000 Sewer Revenue Bond, SRF Series 2019, dated July 19, 2019 (the “Series 2019 Bond”) to the Iowa Finance Authority (the “Lender”), a portion of which remains outstanding; and

WHEREAS, pursuant to the Series 2019 Bond Resolution, the City reserved the right to call the Series 2019 Bond for early redemption, subject to the conditions set forth in the Series 2019 Bond Resolution; and

WHEREAS, the City will undertake the construction of a certain water resource restoration project (the “Project”); and

WHEREAS, the Lender has agreed to provide financing for the Project by refinancing the Series 2019 Bond, increasing its principal amount and decreasing the interest rate thereon; and

WHEREAS, pursuant to Section 384.24A of the Code of Iowa, the City has heretofore proposed to contract indebtedness and enter into a certain amended Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,790,000, for the purpose of paying the cost, to that extent: of (1) current refunding the Series 2019 Bond, and (2) constructing the Project, and has published notice of the proposed action and has held a hearing thereon on September 13, 2021; and

WHEREAS, it is now necessary to authorize the issuance of Sewer Revenue Improvement and Refunding Bonds, Series 2021A (the “Bonds”), authorize the calling of the Series 2019 Bond, and approve an amendment (the “Amendment”) to the Sewer Revenue Loan and Disbursement Agreement between the City and the Lender, dated July 19, 2019 (the “Original Agreement”);

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The City Clerk, as Registrar and Paying Agent for the Series 2019 Bond, is hereby authorized and directed to take all action necessary to call the Series 2019 Bond for early redemption on September 24, 2021.

Section 2. The Lender shall provide for a loan (the “Loan”) to the City in the amount of \$3,646,000, for the purposes as set forth in the preamble hereof. The terms of the Loan shall be as set forth herein and in the Original Agreement, (the Original Agreement as amended by the Amendment shall hereinafter be referred to as the “Agreement”). The Original Agreement and the Amendment shall be in substantially the forms as have been placed on file with the City.

The Mayor and City Clerk are hereby authorized and directed to sign the Amendment on behalf of the City, and the Amendment is hereby approved.

Section 3. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$3,646,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 0.86% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds, at the request of the Lender, shall be initially issued as a single Bond in the denomination of \$3,646,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bonds and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 4. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"),

and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SEWER REVENUE IMPROVEMENT AND REFUNDING BOND, SERIES 2021A

No. R-1 \$3,646,000

RATE	MATURITY DATE	BOND DATE
0.86%	June 1, 2040	September 24, 2021

The City of Marshalltown (the “City”), in Marshall County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided on the maturity date of this Bond, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

THREE MILLION SIX HUNDRED FORTY-SIX THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2021, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2022, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2040. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, as amended, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of

the cost of (1) current refunding the City's outstanding Sewer Revenue Bond, SRF Series 2019, dated July 19, 2019; and (2) constructing a certain water resource restoration project (the "Project").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Sewer Revenue Bonds, Series 2013, dated June 18, 2013; Sewer Revenue Refunding Bond, Series 2020, dated January 8, 2020; Sewer Revenue Refunding Bonds, Series 2021, dated April 1, 2021; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by

law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF MARSHALLTOWN, IOWA

By (Do Not Sign) _____
Mayor

Attest:

(Do Not Sign) _____
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign) _____
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Date</u> <u>June 1</u>	Amount	<u>Date</u> <u>June 1</u>	Amount
2022	\$175,000	2032	\$194,000
2023	\$175,000	2033	\$196,000
2024	\$176,000	2034	\$198,000
2025	\$179,000	2035	\$200,000
2026	\$181,000	2036	\$202,000
2027	\$183,000	2037	\$205,000
2028	\$185,000	2038	\$207,000
2029	\$187,000	2039	\$209,000
2030	\$190,000	2040	\$212,000
2031	\$192,000		

Section 6. The Loan Proceeds shall be held by the Lender and disbursed for costs of (1) current refunding the Series 2019 Bond; and (2) constructing the Project. The City shall keep a detailed and segregated accounting of the expenditure of the Loan Proceeds.

Section 7. So long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) for the next fiscal year, and to leave a balance of net revenues (the “Net Revenues”) equal to at least 120% of the amount of annual payments of principal and interest on all of the Bonds, the Outstanding Bonds and any Parity Obligations outstanding from time to time, as the same become due, and to maintain a reasonable reserve for the payment of such principal and interest, as hereinafter provided. From and after the date on which the Outstanding Bonds have been paid (or the payment thereof provided for) and are no longer outstanding, the coverage percentage in the preceding sentence shall be reduced from 120% to 110%.

Section 8. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 9. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Sewer Revenue Fund (“Sewer Revenue Fund”) created under the Outstanding Bond Resolutions. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolutions, be used to pay the principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 10. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein

referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolutions, and paid into the Sinking Fund shall be not less than as follows:

On October 1, 2021 and November 1, 2021, an amount equal to 1/2 of the installment of interest coming due on December 1, 2021, and thereafter, commencing on December 1, 2021, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on October 1, 2021 and continuing to and including May 1, 2022, an amount equal to 1/8th of the installment of principal coming due on June 1, 2022, and thereafter, commencing on June 1, 2022, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 11. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund

whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolutions and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 12. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 13. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 14. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations, the Outstanding Bond Resolutions and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 15. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of the Bonds, the Outstanding Bonds or any Parity Obligations, it being the intention that there shall be no priority among the Bonds, the Outstanding Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby covenants and agrees that so long as the

Bonds, the Outstanding Bonds or any Parity Obligations are outstanding and unpaid, no bonds or other obligations payable from the Net Revenues of the Utility will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Bonds, the Outstanding Bonds or any Parity Obligations then outstanding; provided, however, that the City reserves the right and privilege of issuing Parity Obligations in order to pay the cost of improvements and extensions to the Utility or for refunding any bonds or obligations payable from the Net Revenues of the Utility, but only if the officially reported Net Revenues of the Utility for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 120% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding, for the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

The amount of Gross Revenues of the Utility may be adjusted for the purpose of the foregoing computations by an independent consulting engineer or financial consultant not a regular employee of the City, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund the Bonds, the Outstanding Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Bonds, the Outstanding Bonds or Parity Obligations being refunded will be redeemed within three (3) months of the date of such refunding, and the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of the Bonds, the Outstanding Bonds or Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

From and after the payment in-full of the Outstanding Bonds, the provisions of the Outstanding Bond Resolutions with respect to the issuance of Parity Obligations shall no longer apply, and the City may issue Parity Obligations without meeting the test set forth therein.

Section 16. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 17. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the

Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bonds and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 18. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

For the sole purpose of qualifying the Bonds as “qualified tax exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, the City finds that \$3,356,000 (the “Deemed Designated Portion”) of the principal amount of the Bonds is “deemed designated” as “qualified tax exempt obligations” (and does not count against the City’s \$10,000,000 limit for calendar year 2021) because (i) the Deemed Designated Portion is being issued to refund a like principal amount of the Series 2019 Bond; (ii) the Bonds have a maturity date (June 1, 2040) which is not later than the date (July 19, 2049) which is 30 years after the date (July 19, 2019) on which the Series 2019 Bond was issued; (iii) the Series 2019 Bond was issued as a qualified tax-exempt obligation; and (iv) the average maturity date of the Bonds is not later than the average maturity date of the Series 2019 Bond being refunded with the proceeds thereof.

In addition, the City hereby designates the remaining principal amount of the Bonds (\$290,000) as “qualified tax exempt obligations”, and the City represents that the reasonably anticipated amount of “tax exempt obligations” which will be issued by the City during the current calendar year [other than the Deemed Designated Portion and other tax exempt obligations also qualifying for “deemed designated status” or otherwise not taken into account under Section 265(b)] will not exceed \$10,000,000.

Section 19. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 20. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 21. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 13, 2021.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain amended Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and the issuance of \$3,646,000 Sewer Revenue Improvement and Refunding Bonds (the “Bonds”) of said City evidencing the City’s obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the “Utility”), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City’s outstanding Sewer Revenue Bonds, Series 2013, dated June 18, 2013; Sewer Revenue Refunding Bond, Series 2020, dated January 8, 2020; Sewer Revenue Refunding Bonds, Series 2021, dated April 1, 2021; and the current issue of \$3,646,000 Sewer Revenue Improvement and Refunding Bonds of the City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

September 9, 2021

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: Marshalltown, Iowa
Sewer Revenue Improvement and Refunding Bond, Series 2021A
File No. 422742-44

Dear Alicia:

We have prepared and attach proceedings to be used at the September 13, 2021 City Council meeting to enable the Council to hold the public hearing and adopt the resolution (the “Resolution”) approving the Amendment to the SRF Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and providing for the issuance of the Sewer Revenue Improvement and Refunding Bond, Series 2021A (the “Bond”).

The proceedings attached include the following items:

1. Minutes of the September 13, 2021 meeting reflecting the hearing and providing for the adoption of the Resolution. The form of Bond, Treasurer’s Certificate and Assignment are included as part of the Resolution but need not be completed or executed as they are adopted only as to form.
2. Certificate attesting to the transcript.
3. Establishment and non-litigation certificate with respect to the Sewer Utility.

Also attached please find the Amendment for execution by you and the Mayor. Please print the Amendment, and have it executed as indicated. After the Amendment has been signed, please return it to us so that we can have it signed on behalf of the Iowa Finance Authority, after which we will furnish you with a fully executed copy for the City’s records.

In addition, we have prepared and attach the Bond. Please have the Bond signed as indicated, and return it to us so that we can deliver it to the lender at the time of closing. Please note that the Bond must be signed by the City Clerk, the City Treasurer and the Mayor.

Finally, we have attached the Closing Certificate for execution by you and the Mayor. Please review the Certificate for any inaccuracies and return the executed Certificate to our office.

Please call Emily Hammond or me if you have any questions.

Best regards,

John P. Danos

Attachments

cc: Diana Steiner
Jessica Kinser
Tracy Scebold
Tony Toigo
Maggie Burger

UNITED STATES OF AMERICA
STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SEWER REVENUE IMPROVEMENT AND REFUNDING BOND, SERIES 2021A

No. R-1

\$3,646,000

RATE	MATURITY DATE	BOND DATE
0.86%	June 1, 2040	September 24, 2021

The City of Marshalltown (the "City"), in Marshall County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

THREE MILLION SIX HUNDRED FORTY-SIX THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2021, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2022, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2040. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, as amended, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of (1) current refunding the City's outstanding Sewer Revenue Bond, SRF Series 2019, dated July 19, 2019; and (2) constructing a certain water resource restoration project (the "Project").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Sewer Revenue Bonds, Series 2013, dated June 18, 2013; Sewer Revenue Refunding Bond, Series 2020, dated January 8, 2020; Sewer Revenue Refunding Bonds, Series 2021, dated April 1, 2021; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY SS: CITY TREASURER'S CERTIFICATE
CITY OF MARSHALLTOWN

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	

				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

PRINCIPAL PAYMENT SCHEDULE

<u>Date</u> <u>June 1</u>	<u>Amount</u>	<u>Date</u> <u>June 1</u>	<u>Amount</u>
2022	\$175,000	2032	\$194,000
2023	\$175,000	2033	\$196,000
2024	\$176,000	2034	\$198,000
2025	\$179,000	2035	\$200,000
2026	\$181,000	2036	\$202,000
2027	\$183,000	2037	\$205,000
2028	\$185,000	2038	\$207,000
2029	\$187,000	2039	\$209,000
2030	\$190,000	2040	\$212,000
2031	\$192,000		

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Marshalltown, Iowa (the “City”), do hereby certify as of September 24, 2021 (the “Dated Date”), that we are now and were at the time of the execution of the City’s \$3,646,000 Sewer Revenue Improvement and Refunding Bond, Series 2021A (the “Series 2021A Bond”), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on September 13, 2021 (the “Resolution”), and a certain Loan and Disbursement Agreement, as amended (the “Agreement”), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the “Lender”), the Series 2021A Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$3,646,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolution and the Agreement.

The Series 2021A Bond has been executed by the Mayor and City Clerk; the certificate on the back of the Series 2021A Bond has been executed by the City Treasurer; and the Series 2021A Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2021A Bond is being issued to evidence the City’s obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of (1) current refunding the City’s outstanding Sewer Revenue Bond, SRF Series 2019, dated July 19, 2019 (the “Outstanding Bond”); and (2) constructing a certain water resource restoration project (the “Project”).

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2021A Bond or in any way concerning the validity of the Series 2021A Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2021A Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2021A Bond has been repealed or rescinded.

We further certify that no appeal of the decision of the City to enter into the Agreement and to issue the Series 2021A Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility, except for the City’s outstanding Sewer Revenue Bonds, Series 2013, dated June 18, 2013; Sewer Revenue Refunding Bond, Series 2020, dated January 8, 2020; and Sewer Revenue Refunding Bonds, Series 2021, dated April 1, 2021.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Series 2021A Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The net sales proceeds of the Series 2021A Bond are \$3,646,000 (the “Net Sales Proceeds”), the same being the Issue Price thereof.
2. The estimated sources and used of funds in connection with the Series 2021A Bond are as follows:

<u>SOURCES</u>	
Par amount of Bonds	\$3,646,000
	\$3,646,000
<u>USES</u>	
Project Fund	\$290,000
Current Refunding of Outstanding Bond	\$3,356,000
	\$3,646,000

- a. \$3,356,000 of the Net Sales Proceeds will be used for the redemption of the Outstanding Bond within 90 days of the date hereof, and, until so applied, will be invested by the City without restriction as to yield.
 - b. \$290,000 of the Net Sales Proceeds will be deposited in a Project Fund, used to pay the costs of the Project and spent and invested in accordance with Paragraph 4 below.
3. All of the original and investment proceeds of the Outstanding Bond have been expended for the purposes for which they were issued.
4. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the “Three Year Temporary Period”), the following three tests being reasonably expected to be satisfied by the City:
 - a. Time Test : The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g. engineers or contractors);

(i) which are not subject to contingencies directly or indirectly within the City's control;

(ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;

b. Expenditure Test : At least 85% of Net Sales Proceeds will be applied to the payment of Total Project Costs within the Three Year Temporary Period; and

c. Due Diligence Test : Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of Total Project Costs will proceed with due diligence.

5. The Series 2021A Bond is payable from the Net Revenues of the Utility which will be collected in a Sinking Fund and applied to the payment of interest on the Series 2021A Bond on each June 1 and December 1 and principal of the Series 2021A Bond on each June 1 (the 12-month period ending on each June 1 being herein referred to as a "Bond Year"); the Sinking Fund is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; the Sinking Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Series 2021A Bond for the immediately preceding Bond Year; amounts on deposit in the Sinking Fund will be invested by the City without restriction as to yield for a period of 13 months after their date of deposit.

6. The City Council adopted a resolution on April 9, 2018, declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the "Intent Resolution").

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Series 2021A Bond; (ii) costs aggregating an amount not in excess of the lesser of \$100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Series 2021A Bond; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project is placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will seek reimbursement of prior expenditures already paid by the City from the proceeds of the Series 2021A Bond in the amount of \$_____, such amounts having been expended to pay the costs of the Project.

7. Not more than 50% of the Net Sales Proceeds will be invested in nonpurpose investments [as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as

amended (the “Code”)] having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

8. The proceeds of the Series 2021A Bond will be advanced by the Lender from time to time to pay or reimburse the City for costs of the Project. Accordingly, the City does not expect to invest the proceeds of the Series 2021A Bond prior to payment or reimbursement of the costs of the Project, and therefore no arbitrage earnings are expected to be realized.

If the City does invest the proceeds of the Series 2021A Bond prior to the payment or reimbursement of the costs of the Project, the City covenants and agrees to invest the proceeds of the Series 2021A Bond in investments purchased at fair market value in a manner that satisfies the safe harbors provided by the Internal Revenue Service, Iowa law governing investments by the City and the City’s investment policy. Additionally, if the City does not spend the Series 2021A Bond proceeds in accordance with the time periods set forth in the next paragraph (or another applicable rebate exception), rebate payments to the United States regarding investment proceeds may be required to be made by the City.

The City expects to spend the Net Sales Proceeds (along with any investment earnings on such proceeds) by no later than March 24, 2023. Accordingly, the City reasonably expects that the Net Sales Proceeds will be fully spent for costs of the Project within the time periods set forth in the 18 Month Exception described below:

18 Month Exception: The 18 Month Exception set forth in Section 1.148-7(d) of the United States Treasury Regulations (the “Regulations”) applies to the Net Sales Proceeds. Accordingly, if all Net Sales Proceeds of the Series 2021A Bond are expended at least as quickly as 15% within 6 months from the date of issuance of the Series 2021A Bond, 60% within 12 months and 100% within 18 months, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any. If the City exercises due diligence to complete the Project and an amount not exceeding the lesser of 3% of the Net Sales Proceeds of the Series 2021A Bond allocated to the Project (\$8,700) or \$250,000 remains unspent as of the end of the eighteenth month, the City will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to 5% of the Net Sales Proceeds (\$14,500) as of the end of the 18-month period may be allocated to expenditures within 30 months of the Dated Date.

We certify that the City will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Series 2021A Bond, including the requirement to invest the proceeds of the Series 2021A Bond (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The City acknowledges that if it fails to spend the proceeds of the Series 2021A Bond (along with the investment earnings thereon) within the time periods set forth in the 18 Month Exception (or another applicable rebate exception), the City may have a rebate liability to the United States pursuant to Section 148 of the Code. The City shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

9. The City shall make a final allocation of the proceeds of the Series 2021A Bond to capital expenditures not later than 18 months after the in-service date of the Project and in any event not later than five years and 60 days after the issuance of the Series 2021A Bond or not later than 60 days after retirement of the Series 2021A Bond.

10. The weighted average maturity of the Series 2021A Bond does not exceed the reasonably expected economic life of the Project.

11. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Series 2021A Bond to be an “arbitrage bond” under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

12. The City confirms that for the sole purpose of qualifying the Series 2021A Bond as a “qualified tax-exempt obligation” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, the City finds that \$3,356,000 (the “Deemed Designated Portion”) of the Outstanding Bond is “deemed designated” as a “qualified tax-exempt obligation” (and does not count against the City’s \$10,000,000 limit for calendar year 2021) because (i) the Deemed Designated Portion is being used to refund a like principal amount of the Outstanding Bond, (ii) the Series 2021A Bond has a maturity date (June 1, 2040) which is not later than the date which is 30 years after the date on which the Outstanding Bond was first issued, (iii) the Outstanding Bond was issued as a qualified tax-exempt obligation, (iv) the average maturity date of the Series 2021A Bond is not later than the average maturity date of the Outstanding Bond being refunded with the proceeds thereof, and (v) the total principal amount of the Series 2021A Bond does not exceed \$10,000,000.

The City hereby designates the remaining principal amount of the Series 2021A Bond (\$290,000) as a “qualified tax-exempt obligation” and represents that the reasonably anticipated amount of “tax-exempt obligations” which will be issued by the City during the current calendar year (other than the Deemed Designated Portion and other tax exempt obligations also qualifying for “deemed designated status”) will not exceed \$10,000,000.

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IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF MARSHALLTOWN, IOWA

Mayor

Attest:

City Clerk

FIRST AMENDMENT TO
LOAN AND DISBURSEMENT AGREEMENT
\$3,646,000 SEWER REVENUE IMPROVEMENT AND REFUNDING BONDS

CITY OF MARSHALLTOWN, IOWA

This First Amendment to Loan and Disbursement Agreement (the “Amendment”) is made and entered into as of September 24, 2021, by and between the City of Marshalltown, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”), and amends that certain Loan and Disbursement Agreement dated July 19, 2019, by and between the Issuer and the Participant (the “Original Agreement”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources, is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the “Program”) established in Iowa Code Sections 455B.291 through 455B.299; and

WHEREAS, pursuant to the Original Agreement, the Issuer provided a loan (the “Loan”) to the Participant for the purpose of financing the costs of improvements and extensions to the Municipal Sanitary Sewer System; and

WHEREAS, the Participant will construct a certain water resource restoration project, and the Issuer has agreed to provide financing for such project by increasing the principal amount of and decreasing the interest rate on the Loan; and

WHEREAS, the Participant has entered into a Water Resource Restoration Sponsored Project Performance Agreement (the “Performance Agreement”) with Iowa Department of Natural Resources, and agency of the State of Iowa (the “Department”) to ensure that the Project (as defined in the Performance Agreement) is constructed in accordance with the applicable design checklist and plans and specifications as approved by the Department;

NOW, THEREFORE, the parties agree as follows:

Section 1. Each reference to the amount of the Loan in the Original Agreement, and the associated Sewer Revenue Bonds, shall be amended to reflect a principal amount of \$3,646,000 and a Rate (as defined in the Original Agreement) of 0.86%

Section 2. The Issuer hereby consents to the amendment of the Resolution (as defined in the Original Agreement) by the Participant in order to reflect the increased principal amount of the Loan and the reduction of the interest rate thereon.

Section 3. The Participant hereby confirms compliance with the Performance Agreement and agrees the Issuer may enforce and raise the interest rate of the Loan to the initial rate of interest to ensure compliance by the Participant with the Performance Agreement and in accordance with the Original Agreement.

Section 4. Except as otherwise provided in this Amendment, the provisions of the Original Agreement, as heretofore amended, are hereby ratified, approved and confirmed and incorporated herein.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Estimated - Amortization Schedule

City of Marshalltown
Sewer Revenue Bond
CS-1920840-01 & WRR17016



Loan summary

Loan Closing Date	Jul 19, 2019
Final Maturity Date	Jun 1, 2040
Loan Period in Years	20
Annual Interest Rate	0.86%
Total Interest	\$ 384,958.09
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 102,777.38
Total Loan Costs	\$ 505,235.47

Eff 6/1/21

Estimated Draw Schedule

Initiation Fee -	Jul 19, 2019	17,500.00
P & D Payoff -	Jul 19, 2019	-
Draws Thru -	Dec 18, 2020	3,228,818.26
Draw -	May 28, 2021	249,843.88
Draw -	Jul 30, 2021	3,837.86
SP Init Fee	Sep 24, 2021	1,450.00
SP Draw	Sep 24, 2021	288,550.00
Total Loaned Amount		3,790,000.00

4,277,735.47

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2019	495,348.20		1,783.30	254.76	2,038.06		495,348.20
Jun 1, 2020	1,345,003.19		8,653.81	1,236.26	9,890.07	11,928.13	1,345,003.19
Dec 1, 2020	3,078,127.40		23,045.83	3,292.26	26,338.09		3,078,127.40
Jun 1, 2021	3,246,318.26	144,000.00	28,266.29	4,038.04	176,304.33	202,642.42	3,102,318.26
Dec 1, 2021	3,646,000.00		14,907.46	4,333.56	19,241.02		3,646,000.00
Jun 1, 2022	3,646,000.00	175,000.00	15,677.80	4,557.50	195,235.30	214,476.32	3,471,000.00
Dec 1, 2022	3,471,000.00		14,925.30	4,338.75	19,264.05		3,471,000.00
Jun 1, 2023	3,471,000.00	175,000.00	14,925.30	4,338.75	194,264.05	213,528.10	3,296,000.00
Dec 1, 2023	3,296,000.00		14,172.80	4,120.00	18,292.80		3,296,000.00
Jun 1, 2024	3,296,000.00	176,000.00	14,172.80	4,120.00	194,292.80	212,585.60	3,120,000.00
Dec 1, 2024	3,120,000.00		13,416.00	3,900.00	17,316.00		3,120,000.00
Jun 1, 2025	3,120,000.00	179,000.00	13,416.00	3,900.00	196,316.00	213,632.00	2,941,000.00
Dec 1, 2025	2,941,000.00		12,646.30	3,676.25	16,322.55		2,941,000.00
Jun 1, 2026	2,941,000.00	181,000.00	12,646.30	3,676.25	197,322.55	213,645.10	2,760,000.00
Dec 1, 2026	2,760,000.00		11,868.00	3,450.00	15,318.00		2,760,000.00
Jun 1, 2027	2,760,000.00	183,000.00	11,868.00	3,450.00	198,318.00	213,636.00	2,577,000.00
Dec 1, 2027	2,577,000.00		11,081.10	3,221.25	14,302.35		2,577,000.00
Jun 1, 2028	2,577,000.00	185,000.00	11,081.10	3,221.25	199,302.35	213,604.70	2,392,000.00
Dec 1, 2028	2,392,000.00		10,285.60	2,990.00	13,275.60		2,392,000.00
Jun 1, 2029	2,392,000.00	187,000.00	10,285.60	2,990.00	200,275.60	213,551.20	2,205,000.00
Dec 1, 2029	2,205,000.00		9,481.50	2,756.25	12,237.75		2,205,000.00
Jun 1, 2030	2,205,000.00	190,000.00	9,481.50	2,756.25	202,237.75	214,475.50	2,015,000.00
Dec 1, 2030	2,015,000.00		8,664.50	2,518.75	11,183.25		2,015,000.00
Jun 1, 2031	2,015,000.00	192,000.00	8,664.50	2,518.75	203,183.25	214,366.50	1,823,000.00
Dec 1, 2031	1,823,000.00		7,838.90	2,278.75	10,117.65		1,823,000.00
Jun 1, 2032	1,823,000.00	194,000.00	7,838.90	2,278.75	204,117.65	214,235.30	1,629,000.00
Dec 1, 2032	1,629,000.00		7,004.70	2,036.25	9,040.95		1,629,000.00
Jun 1, 2033	1,629,000.00	196,000.00	7,004.70	2,036.25	205,040.95	214,081.90	1,433,000.00
Dec 1, 2033	1,433,000.00		6,161.90	1,791.25	7,953.15		1,433,000.00
Jun 1, 2034	1,433,000.00	198,000.00	6,161.90	1,791.25	205,953.15	213,906.30	1,235,000.00
Dec 1, 2034	1,235,000.00		5,310.50	1,543.75	6,854.25		1,235,000.00
Jun 1, 2035	1,235,000.00	200,000.00	5,310.50	1,543.75	206,854.25	213,708.50	1,035,000.00
Dec 1, 2035	1,035,000.00		4,450.50	1,293.75	5,744.25		1,035,000.00
Jun 1, 2036	1,035,000.00	202,000.00	4,450.50	1,293.75	207,744.25	213,488.50	833,000.00
Dec 1, 2036	833,000.00		3,581.90	1,041.25	4,623.15		833,000.00
Jun 1, 2037	833,000.00	205,000.00	3,581.90	1,041.25	209,623.15	214,246.30	628,000.00
Dec 1, 2037	628,000.00		2,700.40	785.00	3,485.40		628,000.00
Jun 1, 2038	628,000.00	207,000.00	2,700.40	785.00	210,485.40	213,970.80	421,000.00
Dec 1, 2038	421,000.00		1,810.30	526.25	2,336.55		421,000.00
Jun 1, 2039	421,000.00	209,000.00	1,810.30	526.25	211,336.55	213,673.10	212,000.00
Dec 1, 2039	212,000.00		911.60	265.00	1,176.60		212,000.00
Jun 1, 2040	212,000.00	212,000.00	911.60	265.00	213,176.60	214,353.20	0.00

ORDINANCE 15023

**AN ORDINANCE AMENDING ORDINANCE NO. 15018 PROVIDING FOR THE
DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY DESIGNATED AS
SECTION A OF THE MARSHALLTOWN URBAN RENEWAL AREA NO. 6,
PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA**

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”), on May 24, 2021, enacted Ordinance No. 15018 entitled “An Ordinance Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, it is now necessary amend Ordinance No. 15018 to correct the legal description of the Section A Property (as herein defined);

BE IT ENACTED by the City Council of Marshalltown, Iowa that Ordinance No. 15018 approved by the City Council on May 24, 2021 be amended as followed:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in a portion of the Marshalltown Urban Renewal Area No. 6 of the City of Marshalltown, Iowa, designated as Section A, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in such urban renewal area. Additional ordinances will be adopted in the future as further development occurs and as additional Sections of property are designated.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Marshalltown, Iowa.

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean Marshalltown Urban Renewal Area No. 6, approved by resolution of the City Council adopted on April 12, 2021.

“Section A Property” shall mean the taxable property included in a portion of the Marshalltown Urban Renewal Area No. 6 of the City of Marshalltown, Iowa, designated as Section A, approved by the City Council by resolution adopted on April 12, 2021, the description of which taxable property is set out as follows:

ALL OF LOTS 12, 13, 14 AND 15 GLENWOOD PARK 6TH ADDITION, AN OFFICIAL PLAT AND ALL OF LOTS 3, 4, 5, 6, LOT ‘C’ AND LOT ‘G’, GLENWOOD PARK 4TH ADDITION, AN OFFICIAL PLAT AND ALL OF PARCEL ‘C’ AS SHOWN ON THE PLAT OF SURVEY RECORDED IN FILE NUMBER 2021-00002543, OF LOT 6 OF LOT 3, OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF LOT 3 OF THE SUBDIVISION OF THE SOUTHEAST

QUARTER OF THE NORTHEAST QUARTER IN SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12, GLENWOOD PARK 6TH ADDITION; THENCE SOUTH ALONG THE WEST RIGHT OF WAY OF S 8TH STREET, GLENWOOD PARK 6TH ADDITION TO THE SOUTHEAST CORNER OF LOT 3, GLENWOOD PARK 4TH ADDITION; THENCE WESTERLY ALONG THE NORTH RIGHT OF WAY OF MERLE HIBBS BOULEVARD TO THE SOUTHEAST CORNER OF LOT 1, VILLAGE COOPERATIVE SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF THE VILLAGE COOPERATIVE SUBDIVISION TO THE NORTHEAST CORNER OF VILLAGE COOPERATIVE SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF VILLAGE COOPERATIVE TO THE SOUTHWEST CORNER OF PARCEL 'C' RECORDED IN FILE NUMBER 2021-00002543 OF LOT 6 / 3 OF THE SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL 'C' TO THE NORTHWEST CORNER OF SAID PARCEL 'C'; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL 'C' TO THE NORTHEAST CORNER OF SAID PARCEL 'C'; THENCE EAST ALONG THE NORTH LINE OF LOT 3 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST TO THE WEST LINE OF KNOLLWAY ADDITION, AN OFFICIAL PLAT; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID KNOLLWAY ADDITION; THENCE EAST ALONG THE SOUTHERLY LINE OF SAID KNOLLWAY ADDITION TO THE NORTHEAST CORNER OF LOT 8, KNOLLWAY ADDITION; THENCE SOUTH ALONG THE WEST LINE OF GLENWOOD PARK 5TH ADDITION AND THE WEST LINE OF GLENWOOD PARK 6TH ADDITION TO THE NORTHWEST CORNER OF LOT 12, GLENWOOD PARK 6TH ADDITION; THENCE EAST ALONG THE NORTH LINE OF LOT 12, GLENWOOD PARK 6TH ADDITION TO THE POINT OF BEGINNING.

AND

LOT 1, GLENWOOD PARK FOURTH ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA.

AND

A PART OF LOT 3 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN

THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SCHRODT'S SECOND ADDITION; THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 4, GLENWOOD PARK 6TH ADDITION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHEAST CORNER OF LOT 5, GLENWOOD PARK 6TH ADDITION; THENCE NORTH ALONG THE EAST LINE OF GLENWOOD PARK 6TH ADDITION AND EAST LINE OF GLENWOOD PARK FIFTH ADDITION TO THE SOUTH LINE OF SCHRODT'S SECOND ADDITION; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

Section 3. Provisions for Division of Taxes Levied on the Section A Property. After the effective date of this ordinance, the taxes levied on the Section A Property each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Section A Property is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the Section A Property, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the Section A Property on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Section A Property to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the Section A Property exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the Section A Property shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other

property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the Section A Property shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, including Ordinance No. 15018, are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed this ____ day of _____, 2021, and signed this ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE AMENDING ORDINANCE
NO. 15018

442742-42

Marshalltown, Iowa

September 13, 2021

The City Council of the City of Marshalltown, Iowa, met on September 13, 2021, at 5:30 pm at the City Council Chambers, 10 W State Street, Marshalltown, Iowa.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that it was necessary for the City Council to approve an amendment to Ordinance No. 15018 that was adopted on May 24, 2021, for the purpose of correcting the legal description set forth therein.

City Clerk Alicia Hunter introduced an ordinance entitled "Ordinance No. 15023. An Ordinance Amending Ordinance No. 15018 Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. 15023. An Ordinance Amending Ordinance No. 15018 Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. 15023

An Ordinance Amending Ordinance No. 15018 Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”), on May 24, 2021, enacted Ordinance No. 15018 entitled “An Ordinance Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, it is now necessary amend Ordinance No. 15018 to correct the legal description of the Section A Property (as herein defined);

BE IT ENACTED by the City Council of Marshalltown, Iowa that Ordinance No. 15018 approved by the City Council on May 24, 2021 be amended as followed:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in a portion of the Marshalltown Urban Renewal Area No. 6 of the City of Marshalltown, Iowa, designated as Section A, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in such urban renewal area. Additional ordinances will be adopted in the future as further development occurs and as additional Sections of property are designated.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Marshalltown, Iowa.

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean Marshalltown Urban Renewal Area No. 6, approved by resolution of the City Council adopted on April 12, 2021.

“Section A Property” shall mean the taxable property included in a portion of the Marshalltown Urban Renewal Area No. 6 of the City of Marshalltown, Iowa, designated as Section A, approved by the City Council by resolution adopted on April 12, 2021, the description of which taxable property is set out as follows:

ALL OF LOTS 12, 13, 14 AND 15 GLENWOOD PARK 6TH ADDITION, AN OFFICIAL PLAT AND ALL OF LOTS 3, 4, 5, 6, LOT ‘C’ AND LOT ‘G’, GLENWOOD PARK 4TH ADDITION, AN OFFICIAL PLAT AND ALL OF PARCEL ‘C’ AS SHOWN ON THE PLAT OF SURVEY RECORDED IN FILE NUMBER 2021-00002543, OF LOT 6 OF LOT 3, OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP

83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF LOT 3 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12, GLENWOOD PARK 6TH ADDITION; THENCE SOUTH ALONG THE WEST RIGHT OF WAY OF S 8TH STREET, GLENWOOD PARK 6TH ADDITION TO THE SOUTHEAST CORNER OF LOT 3, GLENWOOD PARK 4TH ADDITION; THENCE WESTERLY ALONG THE NORTH RIGHT OF WAY OF MERLE HIBBS BOULEVARD TO THE SOUTHEAST CORNER OF LOT 1, VILLAGE COOPERATIVE SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF THE VILLAGE COOPERATIVE SUBDIVISION TO THE NORTHEAST CORNER OF VILLAGE COOPERATIVE SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF VILLAGE COOPERATIVE TO THE SOUTHWEST CORNER OF PARCEL 'C' RECORDED IN FILE NUMBER 2021-00002543 OF LOT 6 / 3 OF THE SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL 'C' TO THE NORTHWEST CORNER OF SAID PARCEL 'C'; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL 'C' TO THE NORTHEAST CORNER OF SAID PARCEL 'C'; THENCE EAST ALONG THE NORTH LINE OF LOT 3 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST TO THE WEST LINE OF KNOLLWAY ADDITION, AN OFFICIAL PLAT; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID KNOLLWAY ADDITION; THENCE EAST ALONG THE SOUTHERLY LINE OF SAID KNOLLWAY ADDITION TO THE NORTHEAST CORNER OF LOT 8, KNOLLWAY ADDITION; THENCE SOUTH ALONG THE WEST LINE OF GLENWOOD PARK 5th ADDITION AND THE WEST LINE OF GLENWOOD PARK 6TH ADDITION TO THE NORTHWEST CORNER OF LOT 12, GLENWOOD PARK 6TH ADDITION; THENCE EAST ALONG THE NORTH LINE OF LOT 12, GLENWOOD PARK 6TH ADDITION TO THE POINT OF BEGINNING.

AND

LOT 1, GLENWOOD PARK FOURTH ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA.

AND

A PART OF LOT 3 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SCHRODT'S SECOND ADDITION; THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 4, GLENWOOD PARK 6TH ADDITION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 TO THE SOUTHEAST CORNER OF LOT 5, GLENWOOD PARK 6TH ADDITION; THENCE NORTH ALONG THE EAST LINE OF GLENWOOD PARK 6TH ADDITION AND EAST LINE OF GLENWOOD PARK FIFTH ADDITION TO THE SOUTH LINE OF SCHRODT'S SECOND ADDITION; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

Section 3. Provisions for Division of Taxes Levied on the Section A Property. After the effective date of this ordinance, the taxes levied on the Section A Property each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Section A Property is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the Section A Property, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the Section A Property on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Section A Property to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized

in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the Section A Property exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the Section A Property shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the Section A Property shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, including Ordinance No. 15018, are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Marshalltown, Iowa, the 13th day of September, 2021.

Mayor

Attest:

City Clerk

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

COUNTY OF MARSHALL

I, the undersigned, County Auditor of Marshall County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2021, the City Clerk of the City of Marshalltown, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the 13th day of September, 2021, entitled: "Ordinance No. _____. An Ordinance Amending Ordinance No. 15018 Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2021.

County Auditor

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, State of Iowa, do hereby certify that I caused to be published “Ordinance No. 15023. An Ordinance Amending Ordinance No. 15018 Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

(Attach hereto publisher’s affidavit of publication with clipping of ordinance as published.)

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. 15023. An Ordinance Amending Ordinance No. 15018 Providing for the Division of Taxes Levied on Taxable Property Designated as Section A of the Marshalltown Urban Renewal Area No. 6, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk



September 8, 2021

VIA EMAIL

Jessica Kinser
City Administrator/City Hall
Marshalltown, IA

Re: Section A Marshalltown Urban Renewal Area No. 6 – TIF District
Our File No. 422742-42

Dear Jessica:

Attached please find proceedings for use by the City Council at their September, 13, 2021 meeting covering the adoption of the tax increment ordinance in order to correct the legal description for Section A of the Marshalltown Urban Renewal Area No. 6. We have drafted the proceedings on the assumption that the City Council will waive the statutory requirement that an ordinance be considered at two meetings prior to the meeting at which it is finally adopted. This waiver requires the affirmative vote of not less than six of the seven Council Members.

Once the ordinance has been finally adopted, it must be published, and a copy must be filed with the County Auditor of Marshall County. Please print extra copies of the ordinance for publishing and filing. Certificates are included in the proceedings to attest to each of those acts.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind Regards,

Amy Bjork

Attachments

cc: Alicia Hunter

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: September 9, 2021
RE: Revised TIF Ordinance

Policy Issue: Council is required to pass an ordinance defining the area in which incremental taxes are to be collected

Recommendation: To adopt the ordinance

Background: The City had previously adopted Ordinance 15018 on May 24th which created a TIF District within Urban Renewal Area #6 for the development of single family homes. This is all part of the Glenwood Marshalltown LLC development agreement. When staff submitted the documents to the County Auditor's office, the legal description was unable to be implemented. McClure Engineering worked with the County to create the legal description before you in this ordinance.

We request the waiver of the second and third readings to facilitate the expeditious implementation of this ordinance, as work is already occurring.

Budget Impact: Not determined; diversion of approximately 60 percent of incremental taxes for a ten-year period on the development. Collection of incremental taxes of approximately 40 percent for low-to-moderate income housing support for a ten-year period.

Attachment: None

City Council

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



ORDINANCE 15024

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN TO REMOVE REFERENCES TO THE BOARD OF ELECTRICAL EXAMINERS

WHEREAS, the City Council of Marshalltown, Iowa, by ordinance established a Board of Electrical Examiners in 1992 for the purpose of conducting examinations of applicants for electrical licenses, and

WHEREAS, the State of Iowa in 2007 established a state licensing system for electricians and electrical contractors throughout the state which has eliminated the need for a Board of Electrical Examiners to be maintained by the City, and

WHEREAS, the City Council and the Electrical Inspector believe that the Code of Ordinances should now be amended to remove all references to the Board of Electrical Examiners.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, as follows:

Section 1. The Code of Ordinances, City of Marshalltown is hereby amended by repealing in its entirety, Section 154.019 of said Code: "MEMBERS NOT TO BE MEMBERS OF EXAMINING BOARD".

Section 2. The Code of Ordinances, City of Marshalltown is hereby amended by striking from Section 154.082 (A) of said Code the words "qualified by the Board of Examiners and".

Section 3. The Code of Ordinances, City of Marshalltown is hereby amended by repealing in its entirety, Section 154.084 of said Code: "BOARD OF EXAMINERS".

Section 4. The Code of Ordinances, City of Marshalltown is hereby amended by striking the first sentence of Section 154.085 (A) of said Code and substituting the following in lieu thereof;

"Any person who does not hold a valid electrical contractor or electrician license issued by the State of Iowa, and who desires to be licensed as an electrical contractor, a journeyman electrician or a restricted electrician in the City of Marshalltown shall make application to the Electrical Inspector for an examination."

Section 5. The Code of Ordinances, City of Marshalltown is hereby amended by striking Section 154.085 (C) of said Code in its entirety and substituting the following:

"(C) (1). An electrical journeyman or restricted electrician applicant shall be entitled to an examination written 45 days after filing an application therefore. The examination shall be practical, written or oral, or a combination thereof, and

shall be of such a nature as to test the capabilities of all applicants for the same type of license uniformly. The applicant shall clearly demonstrate to the Electrical Inspector his or her qualifications for the particular license in which he or she has applied, and show satisfactory knowledge of the methods and standards for doing work under the National Electrical Code and other provisions of the chapter and ordinances of the City.”

“(2). A license for electrical contractor work shall be obtained by successfully passing an exam approved by the ELECTRICAL INSPECTOR. Procedures for testing and application forms shall be available at the office of the Electrical Inspector during normal business hours.”

Section 6. The Code of Ordinances, City of Marshalltown is hereby amended by striking from Section 154.90 of said Code the word “BOARD”, and substituting in lieu thereof “Electrical Inspector”.

Section 7. The Code of Ordinances, City of Marshalltown is hereby amended by striking from Section 154.91 of said Code the words “BOARD OF ELECTRICAL EXAMINERS”, and substituting in lieu thereof “Electrical Inspector”.

Section 8. The Code of Ordinances, City of Marshalltown is hereby amended by striking Section 154.092 in its entirety and substituting the following:

“154.092 APPEALS FROM ELECTRICAL INSPECTOR ACTION

In the event any person shall feel aggrieved by any action of the Electrical Inspector, he or she may appeal from such action to the City Council by filing written notice of his or her appeal within ten days from the date of such action. The Council shall give the appealing party and the Electrical Inspector five days written notice by certified mail of the date, time and place of hearing. All interested persons shall be given opportunity to be heard at such hearing and the Council shall affirm, modify or overrule the action of the Electrical Inspector.”

Section 9. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 10. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 11. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Council on this ____ day of _____, 2021, and on the ____ day of _____, 2021.

The Mayor did the following:

____ Approved the ordinance; ____ Vetoed the ordinance; ____ Took no action on the ordinance

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk



DATE Thursday, September 9th, 2021
TO City of Marshalltown – Mayor & City Council
FROM Marshall County Arts & Culture Alliance
RE City of Marshalltown Arts & Culture Master Plan

BACKGROUND

The Arts & Culture Alliance (Alliance), along with the City of Marshalltown, Marshalltown Area Chamber of Commerce, Vision Marshalltown and many others, continues working towards making Marshalltown a better place to live, work, learn, and play. In early 2021, the Marshalltown Public Art Committee, a program of the Alliance, began discussing the implementation strategy for public art projects and future opportunities. Recognizing the Alliance's organizational strategic plan was also wrapping up at the end of the year, we began conversations with several organizations across the state to understand best options for planning in Iowa, specifically an arts and culture strategy for community development. The Iowa Arts Council and Bravo of Greater DSM, both highly recommended Group Creatives with the development of an arts and culture master plan.

The arts and culture master plan will align-with and contribute-to the influential plans and organizations already guiding Marshalltown. Plans such as the Downtown Master Plan, Highway 14 Corridor, Trails, Parks & Rec, etc., name beautification and public art as priorities and strong recommendations. The Arts and Culture Master Plan will be the implementation strategy for how we realize those priorities and recommendations through a creative approach on the development efforts across our community.

The master plan will be an actionable tool used as a road map for Marshalltown including the Chamber and city departments, along with organizational and individual stakeholders to maximize the arts and creativity in supporting the goals, needs and future of our community. This is a unique and critical opportunity to understand our custom approach for arts and culture as the key and necessary community building tool for Marshalltown.

BUDGET IMPACT – The total cost for the Arts & Culture Master Plan – **\$19,000**. Total request from the City of Marshalltown – **\$5,000**.

The Alliance is a partner with the City of Marshalltown to improve quality of life; we are dedicated to the goals in the City's plan. **More Than Ever**, the Alliance is in the best possible position to conduct a Master Plan for Arts & Culture for Marshalltown, to re-think the possibility for creative community building and placemaking. The Alliance strongly believes this is the next step in achieving those goals in a significantly impactful way. We greatly appreciate the continued partnership and support in the arts.

Sincerely,

A handwritten signature in black ink, appearing to read "Amber Danielson".

Amber Danielson, Executive Director

Alliance Board of Directors

Heidi Dalal (P), Julie Winter (VP), Kim Jass-Ramirez (T), Andrew Potter (S), Stephen Valbracht, David Hicks, Jessica Kinser, Deirdre Gruendler, Deb Borton, Michael Tupper and Michele Buzbee

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: September 9, 2021
RE: Arts and Culture Master Plan Funding

The Marshall County Arts and Culture Alliance has secured a consultant to complete an Arts and Culture Master Plan over the coming months. The development of this plan will cover an item in the City Strategic Plan in goal 4, objective 1: Consider the creation of a City Public Art Master Plan. The proposed scope of work actually goes much farther into arts and culture than just a public art master plan and seeks to bring together all elements of arts and culture in the community.

The request for \$5,000 is one that I recommend the Council fund as a way to provide another roadmap to quality of life enhancements in the community. I would recommend that this funding come from the Council-designated local option sales tax. For this to occur, a resolution would need to be on the September 27th Council meeting in order to formalize this reimbursement to the Arts and Culture Master Plan.

City Council

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



MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

September 7, 2021

To: Mayor Joel Greer & Members of the City Council
From: Alicia Hunter, City Clerk
Re: City Hall Hours

Policy Issue: City business operations

Recommendation: To change the hours for City Hall offices at 24 North Center Street and 36 North Center Street, effective November 1, 2021, to 8:30 am – 4:30 pm, Monday – Friday.

Background: The City Hall complex, 24 North Center Street, and 36 North Center Street buildings, are currently open to the public 8:30 am – 5:00 pm, Monday through Friday, except for the Park and Recreation Department that closes at 4:30 pm.

Goal 3 of the Strategic Plan is to Continually Improve the City's Organization & Services, with Objective 3 being recruit, retain, and train employees in order to maintain a successful workforce. The consideration of an hour's change was added to the 2021 plan.

Making this change in hours is a no-cost benefit to offer to employees for some flexibility of hours in order to meet personal or family needs. It is an easy option to increase staff morale in a positive manner and help retain our employees. Some childcare options in town, to include the City's summer and winter blast programs, close operations at 5 pm requiring staff to plan for pickup. With the option of a reduced lunch break, it is easier for departments to cover phones and walk-ins over a 30-minute break versus a 60-minute break. This change would also provide consistency amongst all City Hall complex departments and also with County offices that close at 4:30 pm. Staff also feel it is a safety benefit during the winter months when it is dark at 5 pm.

Staff kept track of public contacts from 4:30-5:00 pm, Wednesday, September 1st through Wednesday, September 8th (closed Labor Day) resulting in low contacts.

Department	Phone Calls	Walk-Ins
Clerk	1	0
Human Resources	0	0
Engineering	1	0
Housing & Community Development	1	2

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Bill Martin, Gary Thompson, Bethany Wirin



Finance	0	1
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A survey of 70 City Hall offices across Iowa resulted in closing hours anywhere from 3 pm to 5 pm with 23% closing at 4:00 pm, 29% closing at 4:30 pm, and 39% closing at 5:00 pm, so closing at 4:30 pm is not outside of what is considered normal business hours.

Budget Impact: This is a no-cost benefit with staffing efficiencies. Employees may either reduce their lunchtime to half an hour or work outside of the hours open to the public.

Attachment: None.

CITY COUNCIL

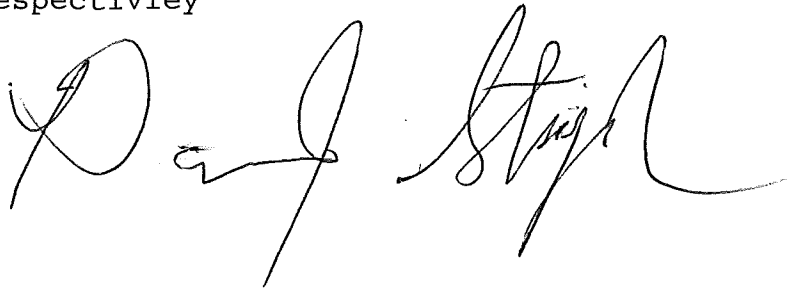
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Bill Martin, Gary Thompson, Bethany Wirin



to : city of marshalltown
from: David Jay Storjohann

subject: buying the alley that runs paralell to my property at
906 Jackson st. Marshalltown, Ia. for the price of \$1.00.
submitted on September 7th of 2021

Respectivley

A handwritten signature in black ink, appearing to read "David Storjohann". The signature is fluid and cursive, with the first name "David" and last name "Storjohann" clearly distinguishable.

MARSHALLTOWN

— I O W A —

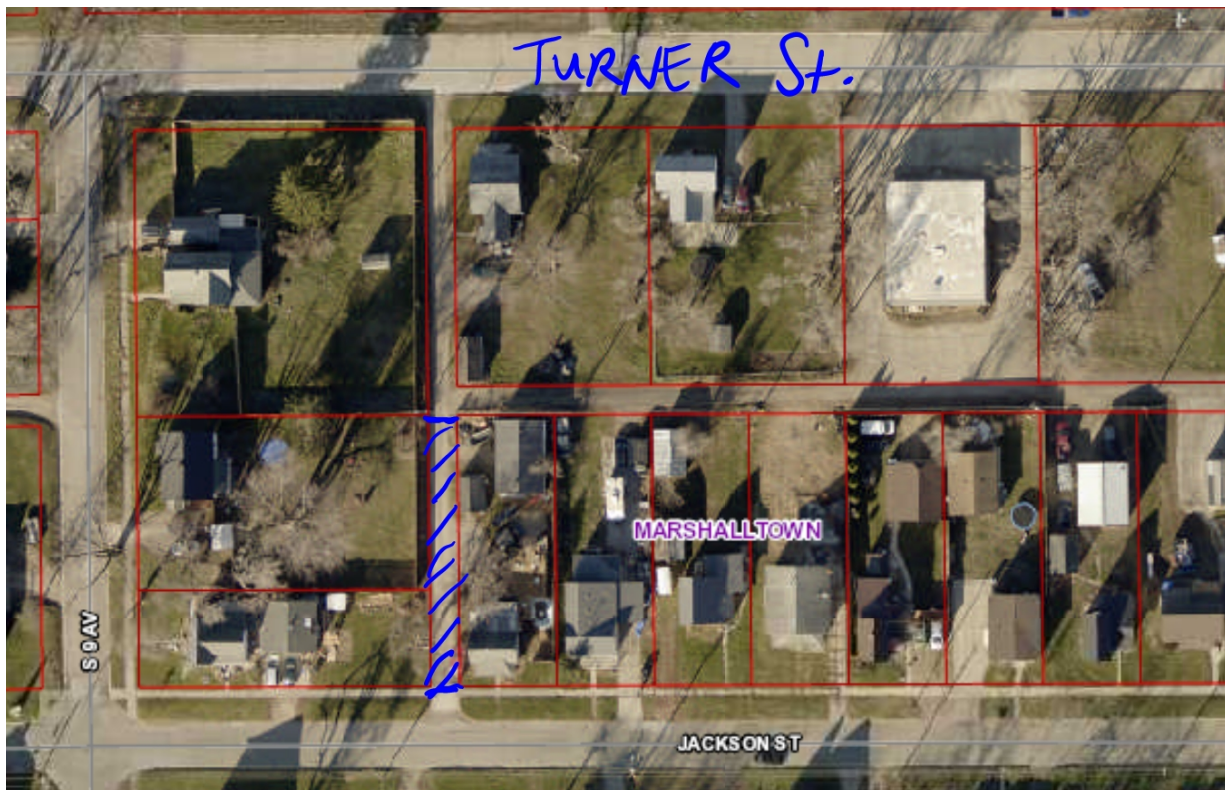
City Administrator's Office

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: September 1, 2021
RE: Alley Vacation- 906 Jackson St.

The owner of 906 Jackson Street, David Storjohann, has requested the City vacate the alley on the east side of his property (see map below). The area is 140 feet in length by 15 feet wide. Alliant Energy has requested easements be maintained for gas and electrical service lines in the area.

Mr. Storjohann has requested the alley be vacated at a cost of \$1. The Council can consider waiving the policy on the sale of surplus real estate to proceed with that amount. This process will require setting a public hearing (September 27th) and holding a public hearing (October 11th) before the property could transfer.



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— I O W A —

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To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: September 6, 2021
RE: Dissolution of the Human Rights Commission

In 1984, the City Council adopted an ordinance creating the Marshalltown Human Rights Commission, with the purpose of serving as a local entity to help investigate complaints of violations of the Iowa Civil Rights Act and work cooperatively with the Iowa Civil Rights Commission (ICRC). The duties and the rules and regulations are set forth in Chapter 94 of the Code of Ordinances and are included with this memo. The request before you tonight is to move forward with repealing Chapter 94 and dissolving the Marshalltown Human Rights Commission.

The discussion around dissolving the Commission comes about for multiple reasons. First, Iowa Code Chapter 216.19(2) requires cities with a population of 29,000 or greater to have a local civil rights entity. Marshalltown did not grow enough for the 2020 Census to meet this mark, as we now sit at 27,951. Therefore, we are not required to have such a commission under Iowa Code. For all of those cities without a local civil rights agency, the ICRC functions as the entity to receive and investigate complaints of discrimination.

A second reason for the request is related to the appointments and staffing of the Commission. Pastor Greg Davison has been the only appointee for years, with the Commission not meeting or functioning as a commission. The ICRC does contact Pastor Davison to help with complaints received through the ICRC and not through the City's Human Rights Commission. We do not have a staff person assigned to the Commission, which I see as necessary to ensure that open meetings and open records laws are being followed. This is a group that would need to frequently meet in a closed session, which would require enhanced oversight from the City Attorney to ensure compliance with the law. Dissolving the Commission would eliminate a potential legal liability while also not requiring additional work of staff to serve as the liaison and coordinator of the Commission. This would also not require additional legal fees for the enhanced oversight from the City Attorney.

As stated previously, the dissolution of the Human Rights Commission does not take anything away from a resident of Marshalltown. Complaints of discrimination will still be received and investigated by the ICRC instead of a local commission. I am very cognizant of the perception of taking away rights of Marshalltown residents and want to be very clear that is not the intent or application. If the Council would like to move

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forward with dissolving the Human Rights Commission, an ordinance to eliminate Chapter 94 of the Code of Ordinances will be on the next agenda.

As I am requesting the dissolution of the Human Rights Commission, I am still processing ways in which we can better incorporate diversity, equity and inclusion (DEI) initiatives internally and externally. There are a number of organizations already focusing on DEI within the community, but there has not been a higher community level conversation. I would like to continue to explore what options exist for the City organization and the community and bring back a proposal during strategic planning to discuss further. I see this as an avenue to have more genuine conversation and actions towards fostering diversity, equity and inclusion within the community.

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CHAPTER 94: HUMAN RIGHTS; NON-DISCRIMINATION

Section

General Provisions

94.001 Short title

94.002 Definitions

Human Rights Commission

94.015 Creation; composition; appointment; terms; vacancies; removal

94.016 Compensation

94.017 Election of officers

94.018 Regular and special meetings; quorum; rules

94.019 Meetings and records public; exceptions

94.020 Authority of appointment; duties and compensation

94.021 General powers and duties

94.022 Cooperation with other human rights agencies

Unfair Practices

94.035 Unfair practices in accommodations and services; exceptions

94.036 Unfair employment practices; exceptions

94.037 Unfair housing practices; exceptions

94.038 Aiding or abetting unfair practices

94.039 Unfair credit practices

94.040 Sex or age provisions inapplicable to retirement plans

94.041 Retaliation

Enforcement

94.055 Charge of discriminatory practice

94.056 Investigating committee to determine probable cause

94.057 Procedure when committee finds no probable cause

94.058 Procedure upon finding of probable cause

94.059 Conciliation proceedings

94.060 Proceedings upon failure to conciliate

94.061 Public hearing

94.062 Adjudication after hearing

94.063 Judicial review

94.064 One hundred twenty day administrative relief

GENERAL PROVISIONS

§ 94.001 SHORT TITLE.

This chapter may be cited as the “Marshalltown Human Rights Ordinance”.
(2013 Code, § 16-1) (Ord. 14175, passed 2-13-1984)

§ 94.002 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AFFIRMATIVE ACTION. A plan whereby a set of specific, result-oriented procedures is established and to which a person commits itself to apply every good faith effort to achieve. The objective of those procedures is to ensure equal opportunity in public and private employment, housing, public accommodation, credit transactions and city contracts.

BONA FIDE OCCUPATIONAL QUALIFICATION (BFOQ). Discrimination on a prohibited basis is lawful only if it results from a bona fide occupational qualification essential to the normal operation of the employer’s business or enterprise. The **BFOQ EXCEPTION** will be interpreted narrowly, and the burden of proving that a prohibited basis is a **BFOQ** rests upon the party seeking to rely upon the exception. Customer or employer preference or historical usage, tradition or custom or stereotyped characterizations will not merit the exception.

COMMISSION. The city’s Human Rights Commission.

COMPLAINANT. The person filing a complaint with the Commission.

CONTRACT. Any agreement that is awarded, let, procured or entered into with or on behalf of the city or any awarding authority thereof.

CONTRACTING AUTHORITY. Any city department, agency, commission, authority, board or person, or any authorized employee, officer or director of any of such, including any purchasing agent of the city who makes or enters into any contract agreement for the provision of any goods or services of any kind or nature whatsoever for and on behalf of the city.

COURT. The District Court in and for the county, or any judge or magistrate of such court if the court is not in session at that time.

DISABILITY. The physical or mental condition of a person which constitutes a substantial disability, and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome-related complex or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test result in the meaning of **DISABILITY** under the provisions of this chapter does not preclude the application of the provisions of this chapter to conditions resulting from other contagious or infectious diseases.

EMPLOYEE. Any person employed by an employer.

EMPLOYER. The city, or any board, commission, department or agency thereof, and every other person employing employees whose employment or any part thereof is within the city.

EMPLOYMENT AGENCY. Any person undertaking to procure employees or opportunities to work for any other person or any person holding himself, herself or itself to be equipped to do so.

FAMILIAL STATUS.

(1) One or more individuals under the age of 18 years domiciled with one of the following:

(a) A parent or another person having legal custody of the individual;

(b) The designee of the parent or the other person having custody of the individual, with the written permission of the parent or other person; or

(c) A person who is pregnant or is in the process of securing legal custody of the individual.

(2) Such term also means a person who is pregnant or who is in the process of securing legal custody of an individual who has not attained the age of 18 years.

FAMILY. Any individual and his or her spouse and the lineal ascendants and descendants of either whom live in the same household.

LABOR ORGANIZATION. Any organization that exists for the purpose in whole or in part of collective bargaining; of dealing with employers concerning grievances, terms or conditions of employment; or of other mutual aid or protection in connection with employment.

PERSON. One or more individuals, partnerships, associations, corporations, legal representatives, trustees, receivers and the city or any board, commission, department or agency thereof.

PERSON CHARGED. A person who is alleged to have committed an act prohibited by §§ 94.035 through 94.041 of this chapter, against whom a charge or complaint has been filed, as provided in §§ 94.055 through 94.064 of this chapter.

PUBLIC ACCOMMODATION. Each and every place, establishment or facility of whatever kind, nature or class that caters or offers services, facilities or goods for a fee or charge to non-members of any organization or association utilizing the place, establishment or facility; provided that, any place, establishment or facility that caters or offers services, facilities or goods to the non-members gratuitously shall be deemed a **PUBLIC ACCOMMODATION** if the accommodation receives governmental support or subsidy. The term **PUBLIC ACCOMMODATION** shall not mean any bona fide private club or other place, establishment or facility that is by its nature distinctly private, except when such distinctly private place, establishment or facility caters or offers services, facilities or goods to the non-members for fee or charge or gratuitously, it shall be deemed a **PUBLIC ACCOMMODATION** during such period.

RESPONDENT. The person against whom a complaint has been filed with the Commission.

RETALIATION. Any act directed at a complainant or other person with the intent of affecting that person unfavorably because of his or her formal or informal efforts to secure or aid in securing compliance with this chapter.

(2013 Code, § 16-2) (Ord. 14175, passed 2-13-1984)

HUMAN RIGHTS COMMISSION

§ 94.015 CREATION; COMPOSITION; APPOINTMENT; TERMS; VACANCIES; REMOVAL.

There is created a commission, to be known as the “City Human Rights Commission”, which shall consist of seven members, appointed by the Mayor with the advice and consent of the City Council. Appointees shall serve for a term of three years and thereafter until a successor has been appointed. Vacancies shall be filled for the remainder of the unexpired term. Appointments shall take into consideration the various racial, religious, cultural and social groups in the city. Any Commissioner

may be removed from office by the Mayor for cause, which shall be stated in writing and filed with the Secretary of the Commission.

(2013 Code, § 16-3) (Ord. 14175, passed 2-13-1984)

§ 94.016 COMPENSATION.

The members of the Human Rights Commission shall serve without compensation, except actual and necessary expenses incurred, within the limits established in the city budget.

(2013 Code, § 16-4) (Ord. 14175, passed 2-13-1984)

§ 94.017 ELECTION OF OFFICERS.

The Human Rights Commission shall elect from its own membership at its regular January meeting its Chairperson and Vice-Chairperson, each to serve for a term of one year. It shall, at its regular January meeting, elect a Secretary, who may be, but need not be, a member of the Commission. The Commission shall fill vacancies among its officers for the remainder of the unexpired term.

(2013 Code, § 16-5) (Ord. 14175, passed 2-13-1984)

§ 94.018 REGULAR AND SPECIAL MEETINGS; QUORUM; RULES.

(A) The Human Rights Commission shall meet as needed at a time and place to be determined.

(B) The Chairperson, the Vice-Chairperson or any three members of the Commission may call a special meeting by giving at least one clear day's notice to every member of the Commission. The call for a special meeting shall include an agenda and only matters included in that agenda may be discussed at the meeting.

(C) A quorum of the Commission shall be four members. A majority of the members present and voting shall be necessary for the passage of any motion. The Chairperson shall vote as a member of the Commission.

(D) The Commission may adopt, amend or rescind such rules as may be necessary for the conduct of its business. Such rules shall be in writing and filed with the Secretary of the Commission. Any proposed changes in such rules shall be proposed at a regular or called meeting of the Commission and action thereon deferred for at least 30 days.

(2013 Code, § 16-6) (Ord. 14175, passed 2-13-1984; Ord. 14689, passed 4-23-2002)

§ 94.019 MEETINGS AND RECORDS PUBLIC; EXCEPTIONS.

(A) All meetings of the Human Rights Commission shall be public meetings, except:

(1) The Commission may hold a closed session by affirmative vote of two-thirds of its members present, the votes on such motion being recorded in the minutes by yeas and nays, when necessary to prevent irreparable and needless injury to the reputation of an individual whose employment or discharge is under consideration, but any motion decided in such session shall be voted on by yeas and nays and shall be recorded in the minutes; and

(2) The Commission shall hold a closed session for consideration of any charge or complaint, as provided in §§ 94.055 through 94.064 of this chapter, and for deliberations in connection with a public hearing held pursuant to complaint filed by the Commission.

(B) All records of the Commission shall be public, except:

(1) Charges, complaints, reports of investigations, statements and other documents or records obtained in investigation of any charges shall be closed records; and

(2) The minutes of any session that is closed under the provisions of division (A)(2) above shall be closed records.

(C) No member of the Commission or of its staff shall disclose the filing of a charge; the information gathered during the investigation; or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation or persuasion, unless such disclosure is made in connection with the conduct of such investigation or after the Commission has held a public hearing upon a complaint filed in connection with such charge. This division (C) does not prevent any complainant, witness or other person from publicizing the filing of a charge or complaint or the matter therein complained of.

(2013 Code, § 16-7) (Ord. 14175, passed 2-13-1984)

§ 94.020 AUTHORITY OF APPOINTMENT; DUTIES AND COMPENSATION.

If and when the City Council funds the position, the Human Rights Commission shall recommend the appointment of a Director to the City Council. If the City Council concurs, the Commission may appoint a Director and prescribe the duties of its Director and of other members of its staff as may be hired. The compensation for the Director, staff and for investigating causes or complaints shall be within the budget appropriations as fixed by the City Council and be available for the Commission's use in the year the same is levied. Any unused appropriation shall be carried forward from year to year to the credit of the city's Human Rights Commission.

(2013 Code, § 16-8) (Ord. 14175, passed 2-13-1984; Ord. 14689, passed 4-23-2002)

§ 94.021 GENERAL POWERS AND DUTIES.

The Human Rights Commission shall have the power and duty to:

(A) Receive, investigate and pass upon charges or complaints, alleging unfair or discriminatory practices, as provided in §§ 94.035 through 94.041 of this chapter;

(B) Investigate and study the existence, character, causes and extent of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, vocational schools and housing in the city and attempt the elimination of such discrimination by education and conciliation;

(C) Issue such publications and reports of investigations and research as, in the judgment of the Commission, shall tend to promote good will among the various racial, religious and ethnic groups of the city and which shall tend to minimize or eliminate discrimination in public accommodations, employment, apprenticeship and on-the-job training programs, vocational schools or housing because of race, creed, color, sex, national origin, religion or ancestry;

(D) Prepare and transmit to the Mayor and Council from time to time, but not less often than once each year, reports describing its proceedings, investigations, hearings conducted and the outcome thereof, decisions rendered and the other work performed by the Commission;

(E) To make recommendations to the Mayor and council for such further legislation concerning discrimination because of race, creed, color, sex, national origin, religion, familial status or ancestry as it may deem necessary and desirable; and

(F) Cooperate within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are not inconsistent with those of this chapter, and in the planning and conducting of programs designed to eliminate racial, religious, cultural and intergroup tensions.

(2013 Code, § 16-9) (Ord. 14175, passed 2-13-1984; Ord. 14689, passed 4-23-2002)

§ 94.022 COOPERATION WITH OTHER HUMAN RIGHTS AGENCIES.

The Human Rights Commission shall cooperate with the state's Civil Rights Commission, the United States Civil Rights Commission, the Federal Equal Employment Opportunity Commission and other agencies with similar purposes.

(2013 Code, § 16-9.1) (Ord. 14175, passed 2-13-1984)

UNFAIR PRACTICES

§ 94.035 UNFAIR PRACTICES IN ACCOMMODATIONS AND SERVICES; EXCEPTIONS.

(A) It shall be an unfair or discriminatory practice for any owner, lessee, sublessee, proprietor, manager or superintendent of any public accommodation or any agent or employee thereof to:

(1) Refuse or deny to any person because of race, creed, color, sex, national origin, religion, marital status or disability the accommodations, advantages, facilities, services or privileges thereof or otherwise discriminate against any person because of race, creed, color, sex, national origin, religion, marital status or disability in the furnishing of such accommodations, advantages, facilities, services or privileges; and/or

(2) Advertise, directly or indirectly, or in any other manner indicate or publicize that the patronage of persons of any particular race, creed, color, sex, national origin, religion, marital status or disability is unwelcome, objectionable, not acceptable or not solicited.

(B) The provisions of division (A) above shall not apply to the following:

(1) Any bona fide religious institution with respect to any qualifications the institution may impose based on religion when such qualifications are related to bona fide religious purpose; or

(2) The rental or leasing to transient individuals of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation if the occupant or owner or members of his or her family reside therein.

(2013 Code, § 16-21) (Ord. 14175, passed 2-13-1984) Penalty, see § 10.999

§ 94.036 UNFAIR EMPLOYMENT PRACTICES; EXCEPTIONS.

(A) It shall be unfair or discriminatory practice for any:

(1) Person to refuse to hire, accept, register, classify or refer for employment; to discharge any employee; or to otherwise discriminate in employment against any applicant for employment or any employee because of the age, race, creed, color, sex, national origin, marital status or disability of such applicant or employee, unless based upon the nature of the occupation. If a person with a disability is qualified to perform a particular occupation by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminating practices prohibited by this division (A);

(2) Labor organization or the employees, agents or members thereof to refuse to admit to membership any applicant, to expel any member or to otherwise discriminate against any applicant for membership, or any member in the privileges, rights or benefits of such membership because of the age, race, creed, color, sex, national origin, religion, marital status or disability of such applicant or member;

(3) Employer, employment agency, labor organization or the employees, agents or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals of any particular age, race, creed, color, sex, national origin, religion, marital status or disability are unwelcome, objectionable, not acceptable, or not solicited for employment or membership, unless based upon the nature of the occupation. If a person with a disability is qualified to perform a particular occupation by reason of training or experience, the nature of that occupation shall not be the basis for

exception to the unfair or discriminating practices prohibited by this subsection. An employer, employment agency or their employees, servants or agents may offer employment or advertise for employment to only persons with disabilities when other applicants have available to them other employment compatible with their ability which would not be available to persons with disabilities because of their disabilities. Any such employment or offer of employment shall not discriminate among persons with disabilities on the basis of race, color, creed, sex or national origin; and

(4) Person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus or to affect the terms, conditions or privileges of employment or terminate the employment of any employee solely as a result of the employee obtaining a test for the presence of the antibody to the human immunodeficiency virus. An agreement between an employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this division (A)(4) do not apply if the state's Epidemiologist determines and the Director of Public Health declares through the utilization of guidelines established by the Centers for Disease Control of the United States Department of Health and Human Services that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other persons in a specific occupation.

(B) Employment policies relating to pregnancy and childbirth shall be governed by the following:

(1) A written or unwritten employment policy or practice that excludes from employment an applicant or employee because of the employee's pregnancy is a prima facie violation of this chapter;

(2) Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to the employee's pregnancy or giving birth, on the same terms and conditions as they are applied to other temporary disabilities;

(3) Disabilities caused or contributed to by legal abortion and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any temporary disability or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to legal abortion on the same terms and conditions as they are applied to other temporary disabilities. The employer may elect to exclude health insurance coverage for abortion from a plan provided by the employer, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion;

(4) An employer shall not terminate the employment of a person disabled by pregnancy because of the employee's pregnancy; and

(5) (a) Where a leave is not available or a sufficient leave is not available under any health or temporary disability insurance or sick leave plan available in connection with employment, the employer of the pregnant employee shall not refuse to grant to the employee who is disabled by the pregnancy a leave of absence if the leave of absence is for the period that the employee is disabled because of the employee's pregnancy, childbirth or related medical conditions, or for eight weeks, whichever is less. However, the employee must provide timely notice of the period of leave requested, and the employer must approve any change in the period requested before the change is effective.

(b) Before granting the leave of absence, the employer may require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the duties of employment.

(C) (1) This section shall not prohibit discrimination on the basis of age if the person subject to the discrimination is under the age of 18 years, unless that person is considered by law to be an adult.

(2) Notwithstanding the provisions of this section, a state or federal program designed to benefit a specific age classification that serves a bona fide public purpose shall be permissible.

(3) This section shall not apply to age discrimination in bona fide apprenticeship employment programs if the employee is over 45 years of age.

(D) Division (A) above shall not apply to the following:

(1) Any employer who regularly employs less than four individuals. For purposes of this division (D), individuals who are members of the employer's family shall not be counted as employees;

(2) The employment of individuals for work within the home of the employer if the employer or members of his or her family reside therein during such employment;

(3) The employment of individuals to render personal service to the person of the employer or members of his or her family; and

(4) (a) Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose.

(b) A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution, shall be presumed to be a bona fide occupational qualification.

(E) After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as a part of such agreement.

(2013 Code, § 16-22) (Ord. 14175, passed 2-13-1984) Penalty, see § 10.999

§ 94.037 UNFAIR HOUSING PRACTICES; EXCEPTIONS.

(A) (1) It shall be an unfair or discriminatory practice for any person, owner or person acting for an owner of rights to housing or real property, with or without compensation, including, but not limited to, persons licensed as real estate brokers or salespersons, attorneys, auctioneers, agents or representatives by power of attorney or appointment, or any person acting under court order, deed of trust or will to:

(a) Refuse to sell, rent, lease, assign, sublease, refuse to negotiate or otherwise make unavailable, or deny any real property or housing accommodation or any part, portion or interest therein to any person because of the race, color, sex, creed, religion, national origin, marital status, disability or familial status of such person;

(b) Discriminate against any person because of the person's race, color, sex, creed, religion, national origin, marital status, disability or familial status in the terms, conditions or privileges of the sale, rental, lease, assignment or sublease of any real property or housing accommodation or any part, portion or interest in the real property of housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. For purposes of this division (A)(1)(b), the term **PERSON** means one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies,

trusts, unincorporated organizations, trustees, trustees in cases under U.S.C. Title 11, receivers and fiduciaries;

(c) Advertise, directly or indirectly, or in any other manner indicate or publicize that the purchase, rental, lease, assignment or sublease of any real property or housing accommodation or any part, portion or interest therein, by persons of any particular race, color, sex, creed, religion, national origin, marital status, familial status or disability is unwelcome, objectionable, not acceptable or not solicited; and/or

(d) Discriminate against the lessee or purchaser of any real property or housing accommodation or part, portion or interest of the real property or housing accommodation, or against any prospective lessee or purchaser of the property or accommodation, because of the race, color, creed, religion, sex, disability, age or national origin of persons who may from time to time be present in or on the lessee's or owner's premises for lawful purposes at the invitation of the lessee or owner as friends, guests, visitors, relatives or in any similar capacity.

(2) A person shall not induce or attempt to induce another person to sell or rent a dwelling by representations regarding the entry or prospective entry into a neighborhood of a person of a particular race, color, creed, sex, religion, national origin, disability or familial status.

(3) A person shall not represent to a person of a particular race, color, creed, sex, religion, national origin, disability or familial status that a dwelling is not available for inspection, sale or rental when the dwelling is available for inspection, sale or rental.

(4) A person shall not discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability of any of the following persons:

(a) The buyer or renter;

(b) A person residing in or intending to reside in that dwelling after it is sold, rented or made available; and/or

(c) A person associated with that buyer or renter.

(5) A person shall not discriminate against another person in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability of any of the following persons:

(a) The person;

(b) A person residing in or intending to reside in that dwelling after it is sold, rented or made available; and/or

(c) A person associated with that person.

(6) For the purposes of divisions (A)(4) and (A)(5) above, **DISCRIMINATION** includes any of the following circumstances:

(a) A refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. In the case of a rental, a landlord may, where reasonable to do so, condition permission for a modification on the renter's agreement to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

(b) A refusal to make reasonable accommodations in rules, policies, practices or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling;

(c) In connection with the design and construction of covered multi-family dwellings for first occupancy after 1-1-1992, a failure to design and construct those dwellings in a manner that meets the following requirements:

1. The public use and common use portions of the dwellings are readily accessible to and usable by persons with disabilities;
2. All doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by persons with disabilities in wheelchairs; and
3. All premises within the dwellings contain the following features of adaptive design:
 - a. An accessible route into and through the dwelling;
 - b. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
 - c. Reinforcements in bathroom walls to allow later installation of grab bars; and
 - d. Usable kitchens and bathrooms so that a person in a wheelchair can maneuver about the space.

(d) Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for persons with disabilities, commonly cited as "ANSI A 117.1", satisfies the requirements of division (A)(6)(c) above.

(7) Nothing in this division (A) requires that a dwelling be made available to a person whose tenancy would constitute a direct threat to the health or safety of other persons or whose tenancy would result in substantial physical damage to the property of others.

(8) A person whose business includes engaging in residential real estate related transactions shall not discriminate against a person in making a residential real estate related transaction available or in terms or conditions of a residential real estate related transaction because of race, color, creed, sex, religion, national origin, disability or familial status. For the purpose of this division (A)(8), the term **RESIDENTIAL REAL ESTATE RELATED TRANSACTION** means any of the following:

- (a) To make or purchase loans or provide other financial assistance to purchase, construct, improve, repair or maintain a dwelling, or to secure residential real estate; and/or
- (b) To sell, broker or appraise residential real estate.

(9) A person shall not deny another person access to, or membership or participation in a multiple-listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or discriminate against a person in terms or conditions of access, membership or participation in such organization because of race, color, creed, sex, religion, national origin, disability or familial status.

(B) Division (A) above shall not apply to the following:

- (1) Any bona fide religious institution with respect to any qualifications it may impose based on religion, when such qualifications are related to a bona fide religious purpose;
- (2) The rental or leasing of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or members of his or her family reside in one of such housing accommodations;
- (3) The rental or leasing of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation, if he or she or members of his or her family reside therein; and/or

(4) Restrictions based on sex on the rental or leasing of housing accommodations by non-profit corporations. The rental or leasing of a housing accommodation within which residents of both sexes must share a common bathroom facility on the same floor of the building.

(2013 Code, § 16-23) (Ord. 14175, passed 2-13-1984) Penalty, see § 10.999

§ 94.038 AIDING OR ABETTING UNFAIR PRACTICES.

It shall be an unfair or discriminatory practice for any person to:

(A) Intentionally aid, abet, compel or coerce another person to engage in any of the practices declared unfair or discriminatory by this chapter; or

(B) Discriminate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter; obeys the provisions of this chapter; or has filed a complaint, testified or assisted in any proceeding under this chapter. An employer, employment agency or their employees or servants may offer employment or advertise for employment to only a person with disability, when other applicants have available to them other employment compatible with their ability which would not be available to a person with a disability because of their disability. Any such employment or offer of employment shall not discriminate among the disabled on the basis of race, color, creed, sex or national origin.

(2013 Code, § 16-24) (Ord. 14175, passed 2-13-1984) Penalty, see § 10.999

§ 94.039 UNFAIR CREDIT PRACTICES.

(A) It shall be an unfair or discriminatory practice for any:

(1) Creditor to refuse to enter into a consumer credit transaction or impose finance charges or other terms or conditions more onerous than those regularly extended by that creditor to consumers of similar economic backgrounds because of age, color, creed, national origin, race, religion, marital status, sex, physical disability or familial status;

(2) Person authorized or licensed to do business in this state pursuant to I.C.A. Ch. 524, 533, 534, 536 or 536A to refuse to loan or extend credit or to impose terms or conditions more onerous than those regularly extended to persons of similar economic backgrounds because of age, color, creed, national origin, race, religion, marital status, sex, physical disability or familial status; and/or

(3) Creditor to refuse to offer credit life or health and accident insurance because of color, creed, national origin, race, religion, marital status, age, physical disability, sex or familial status. Refusal by a creditor to offer credit life or health and accident insurance based upon the age or physical disability of the consumer shall not be an unfair or discriminatory practice if such denial is based solely upon bona fide underwriting considerations not prohibited hereby.

(B) The provisions of this section shall not be construed by negative implication or otherwise to narrow or restrict any other provisions of this chapter.

(2013 Code, § 16-25) (Ord. 14175, passed 2-13-1984) Penalty, see § 10.999

§ 94.040 SEX OR AGE PROVISIONS INAPPLICABLE TO RETIREMENT PLANS.

(A) The provisions of this chapter relating to discrimination because of sex or age shall not be construed to apply to any retirement plan or benefit system of any employer unless such plan or system is a mere subterfuge adopted for the purpose of evading the provisions of this chapter. However, a retirement plan or benefit system shall not require the involuntary retirement of a person under the age of 70 because of that person's age. This division (A) does not prohibit the involuntary retirement of a person who has attained the age of 65 and has for the two prior years been employed in a bona fide executive or high policy-making position and who is entitled to an immediate, non-

forfeitable annual retirement benefit from a pension, profit-sharing savings or deferred compensation plan of the employer which equals \$27,000. This retirement benefit test may be adjusted according to the regulations prescribed by the United States Secretary of Labor, pursuant to Pub. Law No. 95-256, § 3.

(B) A health insurance program provided by an employer may exclude coverage of abortion, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion.

(C) An employee welfare plan may provide life, disability or health insurance benefits that vary by age based on actuarial differences if the employer contributes equally for all the participating employees or may provide for employer contributions differing by age if the benefits for all the participating employees do not vary by age.

(2013 Code, § 16-26) (Ord. 14175, passed 2-13-1984) Penalty, see § 10.999

§ 94.041 RETALIATION.

It shall be unfair or discriminatory practice for any person to discharge, harass, penalize or otherwise retaliate against an individual because of that individual's attempts to secure compliance with this chapter of the remedies provided herein. It shall be an unfair or discriminatory practice for any person to discharge, harass, penalize or otherwise retaliate with respect to employment, housing, public accommodations or financial practices against any individual because of that individual's association with persons of a particular race, religion, creed, national origin, marital status or sex.

(2013 Code, § 16-27) (Ord. 14175, passed 2-13-1984) Penalty, see § 10.999

ENFORCEMENT

§ 94.055 CHARGE OF DISCRIMINATORY PRACTICE.

(A) Any person claiming to be aggrieved by a discriminatory or unfair practice within the city may, by himself or herself or his or her attorney, make, sign and file a verified written charge of discriminatory practice. The Human Rights Commission, a member of the Commission, the City Attorney, the State Civil Rights Commission, any place of public accommodation, employer, labor organization or other person who has any employees or members who refuse or threaten to refuse to comply with the provisions of this chapter may in like manner make, sign and file such charge.

(B) A verified copy of a complaint filed with the state's Civil Rights Commission, as provided by state law, shall be a sufficient charge for the purpose of this subchapter, if it alleges either in the text thereof or in accompanying statements that the alleged discriminatory practices occurred within the city.

(C) Charges may be filed with the Commission Chairperson, the Director or the Secretary of the Commission.

(D) Any complaint filed under this chapter shall be filed within 180 days after the most recent act constituting the alleged discriminatory or unfair practice.

(2013 Code, § 16-28) (Ord. 14175, passed 2-13-1984)

§ 94.056 INVESTIGATING COMMITTEE TO DETERMINE PROBABLE CAUSE.

(A) Within five days after the filing of a charge under this subchapter, the Chairperson of the Human Rights Commission or, in his or her absence or failure to act, the Vice-Chairperson or other member designated by the Commission shall designate an investigating committee of three, composed of one Commissioner and two other qualified persons, who may be from the Commission

staff. The vote of the majority of the investigating committee shall determine all questions coming within its function.

(B) The investigating committee shall first determine whether probable cause exists to believe that the person charged in the complaint has committed an unfair or discriminatory practice within the meaning of this chapter. It shall take the sworn testimony of the complainant and such other evidence as it deems relevant, and the Chairperson of the investigating committee shall have authority to administer the oath to witnesses.

(2013 Code, § 16-29) (Ord. 14175, passed 2-13-1984)

§ 94.057 PROCEDURE WHEN COMMITTEE FINDS NO PROBABLE CAUSE.

(A) If the investigating committee shall find no probable cause to believe that the person charged has committed an unfair or discriminatory practice, it shall report the finding to the Human Rights Commission and shall notify the complainant in writing by registered or certified mail.

(B) If the complainant fails to object to such findings within ten days after delivery of such written notice, the Commission shall close the case. The Secretary of the Commission shall report such fact to the state's Civil Rights Commission.

(C) If the complainant objects in writing to such findings within ten days after delivery of such written notice, the Commission shall hear his or her evidence in an executive session. If the Commission finds no probable cause to believe that the person charged has committed an unfair or discriminatory practice, it shall declare the case closed. If the Commission finds probable cause to exist, it shall take further proceedings as are provided.

(2013 Code, § 16-30) (Ord. 14175, passed 2-13-1984)

§ 94.058 PROCEDURE UPON FINDING OF PROBABLE CAUSE.

(A) If the investigating committee shall find probable cause to believe that the person charged has committed an unfair or discriminatory practice, it shall report the finding to the Human Rights Commission.

(B) If the Commission shall find, on the report of the investigating committee or on its own investigation, probable cause to believe that the person charged has committed an unfair or discriminatory practice as defined by this chapter, it shall direct an appropriate person to attempt to conciliate the matter, and it shall issue and cause to be served upon such person charged a notice stating the charges against such person and requesting the cooperation of the person charged in conciliation. Service of the notice may be by registered or certified mail or by any means provided for the service of original notices in civil actions.

(C) The Commission shall notify the state's Civil Rights Commission whenever a finding of probable cause or no probable cause has been made with respect to any case within its jurisdiction or whenever such case is otherwise closed.

(D) Whenever this chapter requires the Commission or its Secretary to notify the state's Civil Rights Commission of any matter, it shall be the duty of the Secretary of the Commission to transmit such notice or information in writing within five days after the event giving rise to the duty to give notice or information.

(E) All filing on charges, complaints or hearings may be filed and held as provided by the state's Civil Rights Act of 1965, as amended, I.C.A. Ch. 216.

(2013 Code, § 16-31) (Ord. 14175, passed 2-13-1984)

§ 94.059 CONCILIATION PROCEEDINGS.

(A) If the person directed to conciliate under provisions of this chapter succeeds in conciliation, the person shall report to the Human Rights Commission and shall submit a proposed written conciliation agreement. The conciliation agreement shall be effective only if approved by the person charged and by the Commission. The complainant shall have an opportunity to be heard as to the terms of the conciliation agreement, but the Commission may act without his or her approval.

(B) If the Commission accepts the conciliation agreement, it shall close the case, subject to whatever continuing supervision of the charged party is provided in the agreement, and shall communicate the terms of the agreement to the state's Civil Rights Commission.

(C) If the Commission rejects the conciliation agreement, it may either direct that further attempts at conciliation be made or it may file its complaint of the discriminatory practice charged and proceed as provided. It shall notify the state's Civil Rights Commission of the rejection of the proposed agreement and of the action taken.

(2013 Code, § 16-32) (Ord. 14175, passed 2-13-1984)

§ 94.060 PROCEEDINGS UPON FAILURE TO CONCILIATE.

If, after attempts to conciliate as provided in this subchapter, the person directed to conciliate shall find that the person is unable to conciliate the matter, the person shall report the finding in writing to the Human Rights Commission. If the Commission determines the charge to be well founded, it may then file its complaint of the discriminatory practice charged. If the Commission determines the charge not to be well founded, it shall declare the case closed and shall so notify the parties. In either event, the Commission or its Director shall notify the state's Civil Rights Commission of the failure of conciliation efforts and of the action taken.

(2013 Code, § 16-33) (Ord. 14175, passed 2-13-1984)

§ 94.061 PUBLIC HEARING.

(A) Upon filing the complaint as provided in this subchapter, the Human Rights Commission shall issue and cause to be served on the person charged a notice, containing a copy of the complaint and stating the time and place of hearing on the complaint. The hearing shall be held not less than ten days after the issuance of the notice, in a building open to the public in the city. The Commission may adjourn the hearing from time to time.

(B) The person charged shall have the right to file a written answer to the complaint, to appear in person or by attorney at the hearing, to testify, to call witnesses in his or her behalf and to cross-examine any witnesses who appear.

(C) The Commission shall have the power to reasonably and fairly amend the complaint, and the party charged shall have the power to reasonably and fairly amend his or her answer at any time before a final order is entered in the case.

(D) The City Attorney or an attorney designated by him or her shall conduct the case on behalf of the Commission. If the City Attorney is unable to conduct the case because of conflict of interest or otherwise, the City Council may appoint a special attorney to conduct the case on behalf of the Commission. The complainant may introduce further evidence to support the claims alleged in his or her charge, either in person or by attorney. No member of the investigating committee shall participate in the deliberations of the Commission on the case, except as a witness.

(E) If the person charged shall fail to file an answer to the complaint or shall fail to appear in person or by attorney at the hearing, the Commission shall proceed to consider the testimony offered and shall base its decision thereon.

(F) The evidence shall be taken under oath and the Commission Chairperson, or other member of the Commission, acting as presiding officer in the conduct of such public hearing is authorized to

administer the oath to witnesses. The Commission shall not be bound by the strict rules of evidence prevailing in courts of law or equity, but the rights of cross-examination shall be preserved.

(2013 Code, § 16-34) (Ord. 14175, passed 2-13-1984)

§ 94.062 ADJUDICATION AFTER HEARING.

(A) If, upon the preponderance of the testimony taken, the Human Rights Commission shall be of the opinion that any person charged in the complaint filed under this subchapter has engaged in or is engaging in the unfair or discriminatory practice complained of, the Commission shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair or discriminatory practice and to take such affirmative action, including, but not limited to, hiring, reinstatement or upgrading of employees, with or without back pay; the referring of applicants for employment by any respondent employment agency; the admittance or restoration to membership by any respondent labor organization; the admission to or continuation in enrollment in an apprenticeship program, on-the-job training program; the posting of notices; the reinstatement of any offer to sell, rent or lease property; the placing of the complainant on a waiting list as of the date of the unfair or discriminatory practice complained of; and to show property being offered for sale, rental or lease, as is required to remedy the unfair or discriminatory practice complained of.

(B) If, on the preponderance of the testimony taken, the Commission shall find that the person charged in the complaint has not engaged in the unfair or discriminatory practice complained of, the Commission shall state its findings of fact and shall issue and cause to be served on the complainant and on the party charged an order dismissing the complaint.

(2013 Code, § 16-35) (Ord. 14175, passed 2-13-1984)

§ 94.063 JUDICIAL REVIEW.

(A) Any complainant or respondent claiming to be aggrieved by a final order of the Human Rights Commission made under this subchapter, including a refusal to issue an order, may obtain judicial review thereof, and the Commission may obtain an order of court for the enforcement of Commission orders in a proceeding as provided in this section.

(B) An enforcement proceeding brought by the Commission shall be brought in the District Court in the county in which the alleged discriminatory or unfair practice which is the subject of the Commission's order was committed, or the county in which any respondent required in the order to cease or desist from a discriminatory or unfair practice or to take other affirmative action resides or transacts business.

(C) Such an enforcement proceeding shall be initiated by the filing of a petition in such Court and the service of a copy thereof upon the respondent. Thereupon, the Commission shall file with the Court a transcript of the record of the hearing before it. The Court shall have the power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony and proceedings set forth in such transcript an order enforcing, modifying and enforcing as so modified, or setting aside the order of the Commission, in whole or in part.

(D) An objection that has not been urged before the Commission shall not be considered by the Court in an enforcement proceeding, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances.

(E) If no proceeding to obtain judicial review is instituted within 30 days from the service of an order of the Commission under this section, the Commission may obtain an order of the Court for the enforcement of such order upon showing that respondent is subject to the jurisdiction of the Commission and resides or transacts business within the county in which the petition for enforcement is brought.

(F) An aggrieved party of record may obtain judicial review by filing a petition for judicial review in county's District Court, within 30 days after the Commission has issued or refused to issue a final order.

(G) (1) The petition shall name the Commission as a respondent and shall contain a concise statement of the following:

- (a) The nature of the Commission action that is the subject of the petition;
- (b) The particular action appealed from;
- (c) The grounds on which relief is sought; and
- (d) The relief sought.

(2) Service of the petition shall be made as required in I.C.A. § 17A.19.

(H) Where a party files a petition for judicial review, the Commission shall file with the Court a transcript of the record of the hearing before it.

(I) The court shall not itself hear further evidence with respect to issues of fact; however, the Court may remand the case to the Commission for the taking of further evidence upon application by any party, a showing of materiality and that there was good cause for failing to present such evidence before the Commission in the original proceeding. The Commission may modify its findings and decision by reason of additional evidence and shall file that evidence and any modifications, new findings or decision with the court and mail copies to all parties.

(J) The court may affirm the Commission's action or remand to the Commission for further proceedings. The court shall reverse, modify or grant any other appropriate relief if substantial rights of the petitioner have been prejudiced because the Commission action is:

- (1) In violation of constitutional, or statutory law, or the provisions of this chapter;
- (2) In excess of the Commission's authority;
- (3) In violation of any Commission rule;
- (4) Unsupported by substantial evidence;
- (5) Unreasonable, arbitrary or capricious or an abuse of discretion; or
- (6) Affected by any other error of law.

(K) Appeal from the District Court may be taken as in other civil cases, although the appeal may be taken regardless of the amount involved.

(2013 Code, § 16-36) (Ord. 14175, passed 2-13-1984)

§ 94.064 ONE HUNDRED TWENTY DAY ADMINISTRATIVE RELIEF.

(A) A person claiming to be aggrieved by an unfair or discriminatory practice must initially seek an administrative relief by filing a complaint with the Human Rights Commission in accordance with this chapter. A complainant, after the proper filing of a complaint with the Commission, may subsequently commence an action for relief in the District Court if all of the following conditions have been satisfied:

- (1) The complainant has timely filed the complaint with the Commission as provided in this chapter; and
- (2) The complaint has been on file with the Commission for at least 120 days and the Commission has issued a release to the complainant pursuant to division (B) below.

(B) Upon a request by the complainant, and after the expiration of 120 days from the timely filing of a complaint with the Commission, the Commission shall issue to the complainant a release stating that the complainant has a right to commence an action in the District Court. A release under this division (B) shall not be issued if a finding of no probable cause has been made on the complaint or a conciliation agreement has been executed or the Commission has served notice of hearing upon the respondent pursuant to this chapter or the complaint is closed as an administrative closure and two years have elapsed since the issuance date of the closure.

(C) An action authorized under this section is barred unless commenced within 90 days after issuance by the Commission of a release under division (B) above or within one year after the filing of the complaint, whichever occurs first. If a complainant obtains a release from the Commission under division (B) above, the Commission shall be barred from further action on that complaint.

(2013 Code, § 16-37) (Ord. 14175, passed 2-13-1984)