

Agenda
City of Elk Run Heights
Regular Council Meeting
December 14, 2021 - 6:00 p.m.
Located at Eddis Winstead Council Chambers
AMENDED

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the December 14, 2021 Agenda
5. Approval of Consent Agenda - All items listed on the consent agenda will be enacted by one motion. *There will be no separate discussion unless a request is made prior to the time the council votes on the motion.*
 - a. Approve the November 9, 2021 regular meeting minutes
 - b. City Clerk's Reports as of November 30, 2021: Budget Report, Treasurer's Report, Revenue Report, Revenue and Expense Report, and Investment Report
 - c. Approval of Building Inspection, PeopleService Sewer/Water, and Police Reports
6. Approval of the Resolution Calendar – All items listed under the Resolution Calendar will be enacted by one vote. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.
 - a. Resolution 4017 authorizing the payment of bills and transfers
 - b. Resolution 4018 a resolution of the City Council of the City of Elk Run Heights, Iowa, authorizing payment #6 to WRH, Inc.; in the amount of \$136,524.35 for the Wastewater Treatment Plant Project
 - c. Resolution 4019 approving the Return-to-Work Policy
 - d. Resolution 4020 approving the Investment Policy
 - e. Resolution 4021 setting the date of Public Hearing for maximum property tax levy rate for January 11, 2022
7. Public hearing on the proposed plans, specifications, form of contract and estimated cost for the construction of the Dubuque Road 2022 Rehabilitation Project
- 8. Motion to seek bids on the Dubuque Road 2022 Rehabilitation Project**
9. Public discussion: non-agenda items - *Please limit the time used to no more than three minutes to present your remarks in order to allow others the opportunity to speak. The Order of Business is at the discretion of the mayor.*
10. Mayors/Council/Engineer Report
11. Adjournment

City of Elk Run Heights
Regular Council Meeting
Located at Eddis Winstead Council Chambers
November 9, 2021 – 6:00 p.m.

Mayor Lundy called the meeting to order at 6:00 pm. All present recited the Pledge of Allegiance. Roll call of Council Members: Present – Ratchford, Wilson, Bass, Sallis, and Smock. Quorum present.

Wilson/Ratchford to approve of the November 9, 2021 Agenda. Ayes-five. Motion carried.

Ratchford/Bass to approve consent agenda with changes to the October 12, 2021 minutes – *a.* Approve the October 12, 2021 regular meeting minutes, *b.* City Clerk's Reports as of October 31, 2021: Budget Report, Treasurer's Report, Revenue Report, and Investment Report, *c.* Approval of Building Inspection, PeopleService Sewer/Water, and Police Reports

Ratchford/Bass to approve of the Resolution Calendar *a.* Resolution 4011 authorizing the payment of bills and transfers, *b.* Resolution 4012 a resolution of the City Council of the City of Elk Run Heights, Iowa, authorizing payment #5 to WRH, Inc.; in the amount of \$158,097.51 for the Wastewater Treatment Plant Project, *c.* Resolution 4013 setting the date of public hearing on the proposed plans, specifications, form of contract and estimated cost for the construction of the Dubuque Road 2022 Rehabilitation Project for December 14, 2021, *d.* Resolution 4014 approving the Intra fund transfer, *e.* Resolution 4015 approving FY21 Urban Renewal Report, *f.* Resolution 4016 approving the Certification of Indebtedness worksheet for the Black Hawk County Auditor, which is listing no indebtedness at this time, *g.* Resolution 4016 approving Change Order #2 from WRH, Inc. for \$22,767.80. Roll call vote. Ayes-five.

Smock/Ratchford to approve the FY21 Street Finance Report. Ayes-five. Motion carried.

Ratchford/Smock to approve the FY21 Annual Finance Report. Ayes-five. Motion carried.

Ratchford/Wilson to approve switching from Gordon Flesch to Oakland Corporation for the Laserfiche provider. City Clerk Eastman explained this is only changing the representing company, nothing will change aside from that. Councilor Ratchford if there is a cost difference. Eastman responded there will not be. Ayes-five. Motion carried.

Ratchford/Smock to approve the request from PeopleService to have Jones Brother's Asphalt patch and repair areas on McCoy Road, and Elk Run Street from the watermain extension and watermain breaks in an amount not to exceed \$11,657.00. Jordan Cooper with PeopleService explained this would be done on the coming Friday. Mayor Lundy asked if the grass seed will be planted this year. Cooper responded that would be done in the spring. Ayes-five. Motion carried.

Jordan Cooper with PeopleService went on to discuss a situation going on with a parcel that is being developed and the use of plastic pipe. He is unable to locate the water lines for digging. Mike Dryden with Willett Hofmann stated he has the plans with this information. Councilor Ratchford asked if the line were to get hit, where does the water line supply water to. Cooper responded it would be that entire side of town, but he is able to shut the line down and use the water from the west side of the city.

Jordan Cooper with PeopleService informed Council that the lift station on Sutton Ave. that was budgeted for rehab this fiscal year was unable to be done before winter due to shortage of supplies. Adding, due to this delay he will need to have the lift station vacuumed out before winter. City Clerk Eastman stated there is a budget to have that done. Ayes-five. Motion carried.

Discussion/possible action: Banking options and the possibility of relocating city funds to increase interest rate gains on assets. City Clerk Eastman discussed a conversation had with the software company stating most cities do not have so many bank accounts. They recommended getting an interest driven checking account to alleviate the number of transfers. Eastman went on to inform Council of the local banks rates and possible options. After discussion Council agreed to allow the Clerk to gather additional information on the topic.

Discussion/possible action: Public works position posting dates. After discussion Council agreed to post the position as soon as possible. Additionally, Council stated to advertise that the position is open until filled, not specifying a closing date.

Ratchford/Sallis motion to approve removing speed bumps. City Clerk Eastman stated Thomas James would like to have a specific schedule for putting them in and out each year. Council discussed and agreed to November 1st through May 1st.

Public discussion: non-agenda items

Mayors/Council/Engineer Report. City Clerk Eastman informed Council about some vandalism at Mayor's Park over the weekend, which included destruction of property. Informing them that Tom James has put up a trail camera and a sign to try to avoid this in the future. Council asked Police Chief to have more officers drive through the park on the weekends.

Eastman informed Council there have been complaints regarding the new light in Mayor's Park, stating it is shining directly into driver's eyes. It was agreed to have Tom contact MidAmerican Energy to readjust the lights direction.

Eastman advised Council regarding a grant program for free trees, informing them the City will receive 100 trees. Mayor Lundy asked what we would do with them all. Eastman stated there are shrubs and small trees in addition to the large growing trees, so some can be used for the park. Adding, with all the tree's that have died recently, this is a good opportunity to replace them and provide residents with the opportunity to replace theirs as well.

Mike Dryden with Willett Hofmann informed Council the work for the new bridge at Mayor's Park will begin the following week.

Ratchford/Wilson to adjourn at 6:43 p.m. Ayes-five. Motion carried.

Attest:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-110-6413	EVANSDALE POLICE DEPARTMENT	49,447.00	.00	24,723.50	50.00	24,723.50
001-130-6310	BUILDING REPAIR/MAINT	.00	.00	2,788.10	.00	2,788.10-
001-130-6413	EMERGENCY MGMT	6,275.00	540.00	3,168.50	50.49	3,106.50
001-150-6499	FIRE CONTRACT	40,170.00	.00	19,463.74	48.45	20,706.26
001-170-6010	WAGES - BUILDING INSPECTOR	17,500.00	197.93	4,238.91	24.22	13,261.09
001-170-6110	FICA - BUILDING INSPECTIONS	1,340.00	15.14	324.31	24.20	1,015.69
001-170-6130	IPERS - BUILDING INSPECTIONS	1,653.00	18.68	400.15	24.21	1,252.85
001-170-6150	GROUP INSURANCE	1,347.00	.00	273.56	20.31	1,073.44
001-170-6151	VISION INSURANCE	27.00	.00	5.16	19.11	21.84
001-170-6155	LIFE INSURANCE	.00	.00	.00	.00	.00
001-170-6160	WORKER'S COMP	130.00	15.00-	15.00-	11.54-	145.00
001-170-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-190-6413	HUMANE SOCIETY	.00	.00	.00	.00	.00
001-190-6499	OTHER CONTRACTUAL SERV	2,284.00	.00	2,284.00	100.00	.00
001-190-6507	OPERATING SUPPLIES	75.00	.00	.00	.00	75.00
001-199-6371	SENTRY LIGHTS	1,300.00	122.00	619.81	47.68	680.19
001-299-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00	.00
001-410-6413	LIBRARY CONTRACT	10,657.00	.00	.00	.00	10,657.00
001-430-6010	WAGES - PARKS - FT	32,028.00	1,252.16	10,393.05	32.45	21,634.95
001-430-6020	WAGES - PARKS	.00	.00	.00	.00	.00
001-430-6021	WAGES - PARKS - PT	.00	.00	.00	.00	.00
001-430-6110	FICA - PARKS	2,450.00	93.65	784.40	32.02	1,665.60
001-430-6130	IPERS - PARKS	3,023.00	118.20	981.10	32.45	2,041.90
001-430-6150	GROUP INSURANCE	9,432.00	332.58	2,568.03	27.23	6,863.97
001-430-6151	VISION INSURANCE	138.00	3.30	31.95	23.15	106.05
001-430-6155	LIFE INSURANCE	16.00	.00	167.51	1,046.94	151.51-
001-430-6160	WORKER'S COMP	210.00	359.00-	359.00-	170.95-	569.00
001-430-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-430-6310	BLDNG/GROUNDS MAINT & REPAIR	2,000.00	1,010.23	2,332.86	116.64	332.86-
001-430-6331	FUEL AND OIL	1,200.00	.00	337.96	28.16	862.04
001-430-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
001-430-6505	PARK EQUIPMENT	.00	.00	.00	.00	.00
001-430-6507	OPERATING SUPPLIES	5,000.00	11.65	5,244.75	104.90	244.75-
001-430-6599	OTHER SUPPLIES	.00	.00	.00	.00	.00
001-430-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00	.00
001-460-6310	COMM RM REPAIR/MAINT	2,100.00	222.69	785.65	37.41	1,314.35
001-460-6371	UTILITIES	750.00	65.40	350.00	46.67	400.00
001-499-6599	MISC EXPENSE - CELEBRATION	10,000.00	.00	11,049.76	110.50	1,049.76-
001-510-6413	PARTNER IN EDUCATION	500.00	.00	.00	.00	500.00
001-510-6490	CHRISTMAS DECORATIONS	750.00	.00	.00	.00	750.00
001-510-6599	TREES FOREVER	.00	.00	.00	.00	.00
001-540-6490	COMP PLAN	.00	.00	.00	.00	.00
001-610-6010	WAGES - MAYOR/COUNCIL	10,200.00	.00	1,250.00	12.25	8,950.00
001-610-6110	FICA - MAYOR/COUNCIL	790.00	.00	18.13	2.29	771.87
001-610-6130	IPERS - MAYOR/COUNCIL	472.00	.00	318.62	67.50	153.38
001-610-6150	GROUP INSURANCE	.00	.00	.00	.00	.00
001-610-6151	VISION INSURANCE	.00	.00	.00	.00	.00
001-610-6160	WORKER'S COMP	10.00	1.00-	1.00-	10.00-	11.00
001-610-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-610-6240	MEETING/CONFERENCES	1,000.00	.00	215.00	21.50	785.00
001-610-6373	TELEPHONE/COMMUNICATIONS	480.00	40.00	200.00	41.67	280.00

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-620-6010	WAGES - CLERK	43,119.00	3,852.91	20,895.59	48.46	22,223.41
001-620-6020	WAGES - DEPUTY CLERK	8,472.00	.00	.00	.00	8,472.00
001-620-6110	FICA - CLERK	3,970.00	294.76	1,598.58	40.27	2,371.42
001-620-6130	IPERS - CLERK	4,759.00	363.72	1,972.53	41.45	2,786.47
001-620-6150	GROUP INSURANCE	6,725.00	480.85	2,549.97	37.92	4,175.03
001-620-6151	VISION INSURANCE	140.00	18.07	90.35	64.54	49.65
001-620-6160	WORKER'S COMP	30.00	17.00	17.00	56.67	13.00
001-620-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-620-6210	DUES	250.00	.00	.00	.00	250.00
001-620-6230	TRAINING	2,500.00	349.00	909.16	36.37	1,590.84
001-620-6240	TRAVEL EXPENSE	1,100.00	.00	582.05	52.91	517.95
001-620-6373	TELEPHONE/COMMUNICATIONS	480.00	40.00	200.00	41.67	280.00
001-620-6499	OTHER CONTRACTUAL SERV	1,200.00	.00	.00	.00	1,200.00
001-620-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
001-620-6506	OFFICE SUPPLIES	2,000.00	.00	317.57	15.88	1,682.43
001-620-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
001-620-6508	POSTAGE	.00	.00	.00	.00	.00
001-630-6413	ELECTION EXPENSES	1,300.00	.00	.00	.00	1,300.00
001-640-6401	AUDITING/ACCOUNTING	10,000.00	.00	.00	.00	10,000.00
001-640-6411	LEGAL - ATTORNEY	15,000.00	198.00	2,336.00	15.57	12,664.00
001-640-6414	CODIFICATION	.00	.00	.00	.00	.00
001-650-6010	WAGES - FULL TIME	4,575.00	178.88	1,567.49	34.26	3,007.51
001-650-6110	FICA	350.00	13.38	118.28	33.79	231.72
001-650-6130	IPERS	432.00	16.88	147.95	34.25	284.05
001-650-6150	GROUP INSURANCE	1,347.00	47.51	386.41	28.69	960.59
001-650-6151	VISION INSURANCE	20.00	.47	4.90	24.50	15.10
001-650-6155	LIFE INSURANCE	53.00	.00	.00	.00	53.00
001-650-6310	BUILDING REPAIR/MAINT	1,800.00	1,088.48	1,096.97	60.94	703.03
001-650-6371	UTILITIES	1,600.00	127.58	656.26	41.02	943.74
001-650-6499	OTHER CONTRACTUAL SERV	.00	.00	647.11	.00	647.11-
001-650-6505	OFFICE EQUIPMENT	.00	.00	.00	.00	.00
001-650-6506	OFFICE SUPPLIES	.00	.00	58.66-	.00	58.66
001-650-6507	OPERATING SUPPLIES	500.00	.00	45.75	9.15	454.25
001-650-6508	POSTAGE	2,000.00	69.60	262.60	13.13	1,737.40
001-650-6599	OTHER SUPPLIES	2,500.00	104.85	191.61	7.66	2,308.39
001-660-6408	INSURANCE	15,000.00	.00	.00	.00	15,000.00
001-699-6010	WAGES - GENERAL GOV - FT	.00	.00	.00	.00	.00
001-699-6110	FICA - GENERAL GOVERNMENT	.00	.00	.00	.00	.00
001-699-6130	IPERS - GENERAL GOVERNMENT	.00	.00	.00	.00	.00
001-699-6150	GROUP INSURANCE	.00	.00	.00	.00	.00
001-699-6151	VISION INSURANCE	.00	.00	.00	.00	.00
001-699-6155	LIFE INSURANCE	.00	.00	23.93	.00	23.93-
001-699-6210	DUES	2,800.00	.00	580.84	20.74	2,219.16
001-699-6230	TRAINING	.00	.00	.00	.00	.00
001-699-6240	MEETINGS/CONFERENCES	.00	.00	.00	.00	.00
001-699-6371	UTILITIES	.00	.00	.00	.00	.00
001-699-6373	TELEPHONE/COMMUNICATIONS	690.00	41.07	215.65	31.25	474.35
001-699-6407	ENGINEERING (MONTHLY PAYMENT)	.00	75.00	75.00	.00	75.00-
001-699-6414	PUBLISHING	2,500.00	108.15	886.13	35.45	1,613.87
001-699-6419	TECHNOLOGY SERVICES	10,500.00	3,515.20	10,010.52	95.34	489.48
001-699-6491	SAFETY TRAINING	550.00	.00	.00	.00	550.00

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-699-6499	CONTRACTUAL SERV (COPIER)	.00	.00	.00	.00	.00
001-699-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
001-699-6506	OFFICE SUPPLIES	.00	15.00	255.43	.00	255.43-
001-699-6508	POSTAGE	.00	.00	172.80	.00	172.80-
001-699-6599	MISC SUPPLIES	.00	.00	.00	.00	.00
001-699-6725	CAP OUTLAY-OFFICE EQUIP	.00	.00	.00	.00	.00
001-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
001-710-6851	INTEREST PAYMENTS	.00	.00	.00	.00	.00
001-865-6499	OTHER CONTRACTUAL SERV	.00	.00	288.44	.00	288.44-
001-910-6910	TRANSFER OUT	224,000.00	12,151.35	12,151.35	5.42	211,848.65
001-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00	.00
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
002-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
002-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
003-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
003-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
005-210-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00	.00
005-910-6910	TRANSFER OUT	.00	10,355.05	10,355.05	.00	10,355.05-
005-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
110-210-6010	WAGES - ROAD USE - FT	50,405.00	2,146.56	18,230.55	36.17	32,174.45
110-210-6020	WAGES - ROAD USE	.00	.00	.00	.00	.00
110-210-6030	WAGES - ROAD USE - PT	.00	.00	.00	.00	.00
110-210-6110	FICA - ROAD USE	3,856.00	160.55	1,376.35	35.69	2,479.65
110-210-6130	IPERS - ROAD USE	4,758.00	202.64	1,720.98	36.17	3,037.02
110-210-6150	GROUP INSURANCE	14,821.00	570.14	4,500.05	30.36	10,320.95
110-210-6151	VISION INSURANCE	209.00	5.65	56.54	27.05	152.46
110-210-6155	LIFE INSURANCE	30.00	.00	287.16	957.20	257.16-
110-210-6160	WORKER'S COMP	3,370.00	1,102.00	1,102.00	32.70	2,268.00
110-210-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
110-210-6181	UNIFORM ALLOWANCE	600.00	.00	259.99	43.33	340.01
110-210-6310	BUILDING REPAIR/MAINT	5,000.00	.00	79.10	1.58	4,920.90
110-210-6331	FUEL & OIL	2,800.00	628.27	1,796.96	64.18	1,003.04
110-210-6332	VEHICLE MAINTENANCE	5,000.00	48.84	1,043.60	20.87	3,956.40
110-210-6371	UTILITIES	1,700.00	73.55	352.48	20.73	1,347.52
110-210-6373	TELEPHONE/COMMUNICATIONS	480.00	40.00	360.00	75.00	120.00
110-210-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00	.00
110-210-6407	ENGINEERING	1,150.00	.00	1,303.80	113.37	153.80-
110-210-6408	INSURANCE	2,000.00	.00	.00	.00	2,000.00
110-210-6417	STREET MAINTENANCE - REPAIRS	10,000.00	3,827.85	3,859.85	38.60	6,140.15
110-210-6491	SAFETY TRAINING	1,650.00	.00	.00	.00	1,650.00
110-210-6504	SHOP EQUIPMENT	1,000.00	279.96	637.11	63.71	362.89
110-210-6507	STREET MAINTENANCE SUPPLIES	10,000.00	850.25	2,401.05	24.01	7,598.95
110-210-6511	NEW POSTS / SIGNS	250.00	.00	328.46	131.38	78.46-
110-210-6512	REPLACEMENT POSTS / SIGNS	250.00	108.00	108.00	43.20	142.00
110-210-6599	MISCELLANEOUS SUPPLIES	500.00	125.43	519.30	103.86	19.30-
110-210-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00	.00
110-230-6371	STREET LIGHTS	14,000.00	947.84	4,719.92	33.71	9,280.08
110-240-6371	TRAFFIC SIGNAL	1,200.00	78.59	351.27	29.27	848.73
110-240-6413	WATERLOO MONTHLY TRAFFIC CONTR	2,800.00	.00	.00	.00	2,800.00
110-250-6332	SNOW PLOW REPAIR	1,000.00	.00	.00	.00	1,000.00
110-250-6489	OTHER CONTRACTUAL SRV	130.00	.00	.00	.00	130.00

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
110-250-6507	SNOW REMOVAL SUPPLIES	10,000.00	.00	.00	.00	10,000.00
110-260-6407	ENGINEERING	5,000.00	.00	.00	.00	5,000.00
110-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
110-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00	.00
110-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
121-910-6910	TRANSFER OUT	167,303.00	.00	.00	.00	167,303.00
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
125-910-6911	TRANSFER OUT - TIF	35,000.00	.00	.00	.00	35,000.00
125-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
200-210-6801	PRINCIPAL - PLAZA DRIVE	.00	.00	.00	.00	.00
200-210-6851	INTEREST - PLAZA DRIVE	.00	.00	.00	.00	.00
200-210-6899	BOND REGISTRATION FEES	.00	.00	.00	.00	.00
200-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
200-710-6851	INTEREST PAYMENTS	100,000.00	.00	.00	.00	100,000.00
200-815-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
200-815-6851	INTEREST PAYMENTS	.00	.00	.00	.00	.00
200-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
200-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
300-210-6407	ENGINEERING - STREET PROJECT	.00	.00	.00	.00	.00
300-210-6499	STREET CONTRACTUAL SERV	186,000.00	49,399.50	49,399.50	26.56	136,600.50
300-750-6499	CONTRACTUAL SERV	.00	.00	.00	.00	.00
300-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
300-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
301-750-6407	ENGINEERING	.00	.00	.00	.00	.00
301-750-6411	LEGAL	.00	.00	.00	.00	.00
301-750-6499	CONTRACTUAL SERV-TRAILER COURT	.00	.00	.00	.00	.00
301-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
301-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
302-750-6407	ENGINEERING	.00	.00	.00	.00	.00
302-750-6499	CONTRACTUAL SERV - PLAZA DR	.00	.00	.00	.00	.00
302-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
302-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
303-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
303-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
304-210-6413	PAYMENTS - EVANSDALE	.00	.00	.00	.00	.00
304-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
304-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
305-750-6407	ENGINEERING	.00	.00	.00	.00	.00
305-750-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
305-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
305-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
306-430-6407	ENGINEERING	20,000.00	.00	10,297.60	51.49	9,702.40
306-430-6411	LEGAL	.00	.00	.00	.00	.00
306-430-6499	OTHER CONTRACTUAL SERV	675,273.00	2,493.60	33,007.74	4.89	642,265.26
306-430-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
306-430-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
306-430-6910	TRANSFER OUT	.00	.00	.00	.00	.00
306-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
306-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
307-210-6407	ENGINEERING	100,000.00	.00	.00	.00	100,000.00
307-210-6411	LEGAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
307-210-6417	STREET MAINTENANCE	.00	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
307-210-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
307-210-6761	CAP OUTLAY - STREETS	.00	.00	.00	.00	.00
307-210-6790	STREETS - NEW ROADWAY	.00	.00	.00	.00	.00
307-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
307-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
600-610-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
600-810-6010	WAGES - WATER - FT	.00	.00	.00	.00	.00
600-810-6011	WAGES - WATER - CLERK	2,396.00	177.44	978.13	40.82	1,417.87
600-810-6020	WAGES - WATER	.00	.00	.00	.00	.00
600-810-6021	WAGES - WATER - PT	8,472.00	658.97	3,289.00	38.82	5,183.00
600-810-6022	WAGES - WATER	.00	.00	.00	.00	.00
600-810-6110	FICA - WATER	832.00	63.98	326.41	39.23	505.59
600-810-6130	IPERS - WATER	330.00	78.96	402.86	122.08	72.86-
600-810-6150	GROUP INSURANCE	374.00	26.71	138.79	37.11	235.21
600-810-6151	VISION INSURANCE	14.00	1.00	5.00	35.71	9.00
600-810-6155	LIFE INSURANCE	.00	.00	2.88	.00	2.88-
600-810-6160	WORKER'S COMP	.00	253.00-	253.00-	.00	253.00
600-810-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
600-810-6230	TRAINING	.00	.00	.00	.00	.00
600-810-6332	VEHICLE REPAIRS	.00	.00	.00	.00	.00
600-810-6350	REPAIR MAINT - WATER MAIN	66,500.00	.00	46,470.22	69.88	20,029.78
600-810-6373	TELEPHONE/COMMUNICATIONS	600.00	41.06	206.09	34.35	393.91
600-810-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00	.00
600-810-6413	WATER - WATERLOO	63,000.00	5,810.66	28,825.94	45.76	34,174.06
600-810-6418	SALES TAX EXPENSE	8,000.00	.00	3,785.00	47.31	4,215.00
600-810-6419	TECH SERVICES - ANNUAL SUPPORT	3,000.00	.00	.00	.00	3,000.00
600-810-6489	OTHER CONTRACTUAL SRV	.00	.00	.00	.00	.00
600-810-6490	OTHER PROFESSIONAL SERVICES	28,800.00	2,396.20	12,022.85	41.75	16,777.15
600-810-6497	BANK SERVICE CHGS	.00	.00	10.70	.00	10.70-
600-810-6498	DEPOSIT REFUNDS - WATER	1,000.00	.00	432.00	43.20	568.00
600-810-6499	TESTS/PERMITS	1,500.00	.00	437.29	29.15	1,062.71
600-810-6505	WT METERS/WT EQUIPMENT	2,000.00	.00	.00	.00	2,000.00
600-810-6506	OFFICE SUPPLIES	300.00	.00	.00	.00	300.00
600-810-6508	POSTAGE	300.00	.00	73.26	24.42	226.74
600-810-6599	OTHER SUPPLIES	.00	.00	.00	.00	.00
600-810-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
600-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
600-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
601-810-6599	MISC SUPPLIES	.00	.00	.00	.00	.00
601-910-6910	TRANSFER OUT	68,300.00	.00	.00	.00	68,300.00
601-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
610-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
610-710-6851	INTEREST PAYMENTS	25,000.00	.00	.00	.00	25,000.00
610-815-6010	WAGES - SEWER	.00	.00	.00	.00	.00
610-815-6011	WAGES - SEWER - CLERK	2,396.00	177.44	978.13	40.82	1,417.87
610-815-6020	WAGES - SEWER	.00	.00	.00	.00	.00
610-815-6030	WAGES - SEWER	.00	.00	.00	.00	.00
610-815-6110	FICA - SEWER	184.00	13.56	74.77	40.64	109.23
610-815-6130	IPERS - SEWER	227.00	16.74	92.28	40.65	134.72

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
610-815-6150	GROUP INSURANCE	374.00	26.71	138.79	37.11	235.21
610-815-6151	VISION INSURANCE	14.00	1.01	5.05	36.07	8.95
610-815-6155	LIFE INSURANCE	.00	.00	2.88	.00	2.88
610-815-6160	WORKER'S COMP	.00	.00	.00	.00	.00
610-815-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
610-815-6181	UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
610-815-6230	TRAINING	.00	.00	.00	.00	.00
610-815-6310	BUILDING REPAIR/MAINT	.00	.00	3,000.00	.00	3,000.00
610-815-6320	LIFT STATION EXPENSE	40,000.00	3,528.50	5,863.64	14.66	34,136.36
610-815-6331	FUEL	.00	.00	.00	.00	.00
610-815-6332	VEHICLE REPAIRS	.00	.00	.00	.00	.00
610-815-6350	PLANT REPAIR/MAINTENANCE	5,000.00	2,442.36	2,432.85	48.66	2,567.15
610-815-6370	UTILITIES - LIFT STATION	5,000.00	243.05	1,423.59	28.47	3,576.41
610-815-6371	UTILITIES - PLANT	12,000.00	987.04	7,725.54	64.38	4,274.46
610-815-6373	TELEPHONE/COMMUNICATIONS	.00	.00	.00	.00	.00
610-815-6399	SEWER LINE REPAIR/MAINTENANCE	25,000.00	.00	17,898.57	71.59	7,101.43
610-815-6407	ENGINEERING/WWTP PROJECT	.00	.00	.00	.00	.00
610-815-6408	INSURANCE	3,000.00	.00	.00	.00	3,000.00
610-815-6413	LUMP SUM APPROPRIATIONS	.00	.00	.00	.00	.00
610-815-6418	SALES TAX EXPENSE	.00	.00	.00	.00	.00
610-815-6490	IOWA ONE CALL	150.00	.00	41.85	27.90	108.15
610-815-6491	SAFETY TRAINING	.00	.00	.00	.00	.00
610-815-6493	SLUDGE HAULING	15,000.00	.00	.00	.00	15,000.00
610-815-6494	PLANT CONTRACTED SERVICES	.00	.00	.00	.00	.00
610-815-6498	DEPOSIT REFUNDS - SEWER	1,000.00	.00	250.00	25.00	750.00
610-815-6499	PEOPLESERVICES/CONTRACTUAL SRV	115,018.00	9,584.80	47,924.00	41.67	67,094.00
610-815-6501	TESTS/PERMITS	75.00	.00	.00	.00	75.00
610-815-6505	OFFICE EQUIPMENT	.00	.00	.00	.00	.00
610-815-6506	OFFICE SUPPLIES	.00	.00	.00	.00	.00
610-815-6507	OPERATING SPPLY/PEOPLESERVICE	300.00	.00	.00	.00	300.00
610-815-6508	POSTAGE	300.00	.00	73.26	24.42	226.74
610-815-6510	SAFETY SUPPLIES	.00	.00	.00	.00	.00
610-815-6599	MISC SUPPLIES	.00	.00	.00	.00	.00
610-815-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
610-815-6780	CAP OUTLAY-UTIL SYS/STRCT	.00	.00	.00	.00	.00
610-910-6910	TRANSFER OUT	10,000.00	.00	.00	.00	10,000.00
610-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
611-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
611-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
612-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
612-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
613-815-6407	ENGINEERING	600,000.00	.00	84,912.06	14.15	515,087.94
613-815-6499	OTHER CONTRACTUAL SERV	2,000,000.00	158,097.51	1,134,097.81	56.70	865,902.19
613-910-6910	TRANSFER OUT	125,000.00	15,800.32	15,800.32	12.64	109,199.68
613-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
670-840-6490	GARBAGE COLLECTION	70,000.00	5,034.12	25,414.04	36.31	44,585.96
670-840-6492	RECYCLING EXPENSE	6,500.00	568.84	3,133.83	48.21	3,366.17
670-840-6498	DEPOSIT REFUNDS - GARBAGE	700.00	.00	180.00	25.71	520.00
670-840-6508	POSTAGE	30.00	.00	8.14	27.13	21.86
670-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
670-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
671-840-6413	YARD WASTE COLLECTION	2,400.00	.00	2,400.00	100.00	.00
671-840-6498	DEPOSIT REFUND - YARD WASTE	100.00	.00	34.78	34.78	65.22
671-840-6508	POSTAGE	30.00	.00	8.15	27.17	21.85
671-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
671-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	5,345,067.00	305,804.57	1,755,661.23	32.85	3,589,405.77
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	5,345,067.00	305,804.57	1,755,661.23	32.85	3,589,405.77
		=====	=====	=====	=====	=====

**TREASURER'S REPORT
CALENDAR 11/2021, FISCAL 5/2022**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	513,012.76	31,580.23	26,836.32	254.23	518,010.90
002 CASH REVERSE FUND	.00	.00	.00	.00	.00
003 ARP FUNDS	85,241.54	285.59	.00	.00	85,527.13
005 VEHICLE REPLACEMENT	32,904.81	12,158.27	10,355.05	.00	34,708.03
110 ROAD USE TAX	183,720.39	9,382.77	11,196.12	86.82	181,993.86
121 LOCAL OPTION SALES TAX	186,312.77	42,531.81	.00	.00	228,844.58
125 TAX INCREMENT FINANCING	32,659.71	1,853.00	.00	.00	34,512.71
200 DEBT SERVICE	.00	.00	.00	.00	.00
300 CAPITAL IMPROVEMENT RES	15,800.32-	15,800.32	49,399.50	.00	49,399.50-
301 RAYMOND ROAD TRAILER CR	.00	.00	.00	.00	.00
302 PLAZA DR RECONSTRUCTION	.00	.00	.00	.00	.00
303 OFFICE EQUIPMENT REPLAC	1,000.00	.00	.00	.00	1,000.00
304 DUBUQUE RD BRIDGE REPAI	.00	.00	.00	.00	.00
305 WASTE WTR PLANT PROJECT	.00	.00	.00	.00	.00
306 MAYORS PARK IMPROVEMENT	214,712.31	2,727.64	2,493.60	.00	214,946.35
307 LAFAYETTE/GVILLE RD REC	139,475.00	.00	.00	.00	139,475.00
600 WATER	61,786.84	3,022.90	9,001.98	18.34	55,826.10
601 WATER DEPRECIATION	74,934.90	66.16	.00	.00	75,001.06
610 SEWER	65,143.27	6,656.20	17,021.21	5.85	54,784.11
611 SEWER REPLACEMENT	209,700.85	24.17	.00	.00	209,725.02
612 SEWER DEPRECIATION	36,331.26	9.91	.00	.00	36,341.17
613 WASTE WTR PLANT PROJECT	842,427.57	180,790.90	173,897.83	.00	849,320.64
670 LANDFILL/GARBAGE	21,938.88	1,020.87	5,602.96	.00	17,356.79
671 YARD WASTE	5,997.84	63.70	.00	.00	6,061.54
Report Total	2,691,500.38	307,974.44	305,804.57	365.24	2,694,035.49

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	587,016.00	26,836.32	156,139.07	26.60	430,876.93
	CASH REVERSE FUND TOTAL	.00	.00	.00	.00	.00
	ARP FUNDS TOTAL	.00	.00	.00	.00	.00
	VEHICLE REPLACEMENT TOTAL	.00	10,355.05	10,355.05	.00	10,355.05-
	ROAD USE TAX TOTAL	153,959.00	11,196.12	45,394.52	29.48	108,564.48
	LOCAL OPTION SALES TAX TOTAL	167,303.00	.00	.00	.00	167,303.00
	TAX INCREMENT FINANCING TOTAL	35,000.00	.00	.00	.00	35,000.00
	DEBT SERVICE TOTAL	100,000.00	.00	.00	.00	100,000.00
	CAPITAL IMPROVEMENT RESV TOTA	186,000.00	49,399.50	49,399.50	26.56	136,600.50
	RAYMOND ROAD TRAILER CRT TOTA	.00	.00	.00	.00	.00
	PLAZA DR RECONSTRUCTION TOTAL	.00	.00	.00	.00	.00
	OFFICE EQUIPMENT REPLACE TOTA	.00	.00	.00	.00	.00
	DUBUQUE RD BRIDGE REPAIR TOTA	.00	.00	.00	.00	.00
	WASTE WTR PLANT PROJECT TOTAL	.00	.00	.00	.00	.00
	MAYORS PARK IMPROVEMENTS TOTA	695,273.00	2,493.60	43,305.34	6.23	651,967.66
	LAFAYETTE/GVILLE RD RECON TOTA	100,000.00	.00	.00	.00	100,000.00
	WATER TOTAL	187,418.00	9,001.98	97,153.42	51.84	90,264.58

BUDGET REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER DEPRECIATION TOTAL	68,300.00	.00	.00	.00	68,300.00
	SEWER TOTAL	260,038.00	17,021.21	87,925.20	33.81	172,112.80
	SEWER REPLACEMENT TOTAL	.00	.00	.00	.00	.00
	SEWER DEPRECIATION TOTAL	.00	.00	.00	.00	.00
	WASTE WTR PLANT PROJECT TOTAL	2,725,000.00	173,897.83	1,234,810.19	45.31	1,490,189.81
	LANDFILL/GARBAGE TOTAL	77,230.00	5,602.96	28,736.01	37.21	48,493.99
	YARD WASTE TOTAL	2,530.00	.00	2,442.93	96.56	87.07
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		5,345,067.00	305,804.57	1,755,661.23	32.85	3,589,405.77
		=====	=====	=====	=====	=====

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-110-4400	FEDERAL GRANTS	.00	.00	.00	.00
001-110-4765	FINES	170.50	1,833.00	3,000.00	1,167.00
001-110-6413	EVANSDALE POLICE DEPARTMENT	.00	24,723.50	49,447.00	24,723.50
001-130-6310	BUILDING REPAIR/MAINT	.00	2,788.10	.00	2,788.10-
001-130-6413	EMERGENCY MGMNT	540.00	3,168.50	6,275.00	3,106.50
001-150-6499	FIRE CONTRACT	.00	19,463.74	40,170.00	20,706.26
001-170-4120	BUILDING/CONTR PERMITS	584.25	4,454.75	15,000.00	10,545.25
001-170-6010	WAGES - BUILDING INSPECTOR	197.93	4,238.91	17,500.00	13,261.09
001-170-6110	FICA - BUILDING INSPECTIONS	15.14	324.31	1,340.00	1,015.69
001-170-6130	IPERS - BUILDING INSPECTIONS	18.68	400.15	1,653.00	1,252.85
001-170-6150	GROUP INSURANCE	.00	273.56	1,347.00	1,073.44
001-170-6151	VISION INSURANCE	.00	5.16	27.00	21.84
001-170-6155	LIFE INSURANCE	.00	.00	.00	.00
001-170-6160	WORKER'S COMP	15.00-	15.00-	130.00	145.00
001-170-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-190-6413	HUMANE SOCIETY	.00	.00	.00	.00
001-190-6499	OTHER CONTRACTUAL SERV	.00	2,284.00	2,284.00	.00
001-190-6507	OPERATING SUPPLIES	.00	.00	75.00	75.00
001-199-6371	SENTRY LIGHTS	122.00	619.81	1,300.00	680.19
001-299-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00
001-410-6413	LIBRARY CONTRACT	.00	.00	10,657.00	10,657.00
001-430-4310	SHELTER RENTAL	.00	525.00	1,500.00	975.00
001-430-6010	WAGES - PARKS - FT	1,252.16	10,393.05	32,028.00	21,634.95
001-430-6020	WAGES - PARKS	.00	.00	.00	.00
001-430-6021	WAGES - PARKS - PT	.00	.00	.00	.00
001-430-6110	FICA - PARKS	93.65	784.40	2,450.00	1,665.60
001-430-6130	IPERS - PARKS	118.20	981.10	3,023.00	2,041.90
001-430-6150	GROUP INSURANCE	332.58	2,568.03	9,432.00	6,863.97
001-430-6151	VISION INSURANCE	3.30	31.95	138.00	106.05
001-430-6155	LIFE INSURANCE	.00	167.51	16.00	151.51-
001-430-6160	WORKER'S COMP	359.00-	359.00-	210.00	569.00
001-430-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-430-6310	BLDNG/GROUNDS MAINT & REPAIR	1,010.23	2,332.86	2,000.00	332.86-
001-430-6331	FUEL AND OIL	.00	337.96	1,200.00	862.04
001-430-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
001-430-6505	PARK EQUIPMENT	.00	.00	.00	.00
001-430-6507	OPERATING SUPPLIES	11.65	5,244.75	5,000.00	244.75-
001-430-6599	OTHER SUPPLIES	.00	.00	.00	.00
001-430-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00
001-460-4310	RENT-COMMUNITY CENTER	365.00	2,905.00	5,000.00	2,095.00
001-460-6310	COMM RM REPAIR/MAINT	222.69	785.65	2,100.00	1,314.35
001-460-6371	UTILITIES	65.40	350.00	750.00	400.00
001-499-4610	CITY CELEBRATION RECEIPTS	15.00	7,820.41	4,500.00	3,320.41-
001-499-6599	MISC EXPENSE - CELEBRATION	.00	11,049.76	10,000.00	1,049.76-
001-510-6413	PARTNER IN EDUCATION	.00	.00	500.00	500.00
001-510-6490	CHRISTMAS DECORATIONS	.00	.00	750.00	750.00
001-510-6599	TREES FOREVER	.00	.00	.00	.00
001-540-4190	MISC LICENSES & PERMITS	.00	.00	.00	.00
001-540-6490	COMP PLAN	.00	.00	.00	.00
001-610-6010	WAGES - MAYOR/COUNCIL	.00	1,250.00	10,200.00	8,950.00
001-610-6110	FICA - MAYOR/COUNCIL	.00	18.13	790.00	771.87

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-610-6130	IPERS - MAYOR/COUNCIL	.00	318.62	472.00	153.38
001-610-6150	GROUP INSURANCE	.00	.00	.00	.00
001-610-6151	VISION INSURANCE	.00	.00	.00	.00
001-610-6160	WORKER'S COMP	1.00-	1.00-	10.00	11.00
001-610-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-610-6240	MEETING/CONFERENCES	.00	215.00	1,000.00	785.00
001-610-6373	TELEPHONE/COMMUNICATIONS	40.00	200.00	480.00	280.00
001-620-6010	WAGES - CLERK	3,852.91	20,895.59	43,119.00	22,223.41
001-620-6020	WAGES - DEPUTY CLERK	.00	.00	8,472.00	8,472.00
001-620-6110	FICA - CLERK	294.76	1,598.58	3,970.00	2,371.42
001-620-6130	IPERS - CLERK	363.72	1,972.53	4,759.00	2,786.47
001-620-6150	GROUP INSURANCE	480.85	2,549.97	6,725.00	4,175.03
001-620-6151	VISION INSURANCE	18.07	90.35	140.00	49.65
001-620-6160	WORKER'S COMP	17.00	17.00	30.00	13.00
001-620-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-620-6210	DUES	.00	.00	250.00	250.00
001-620-6230	TRAINING	349.00	909.16	2,500.00	1,590.84
001-620-6240	TRAVEL EXPENSE	.00	582.05	1,100.00	517.95
001-620-6373	TELEPHONE/COMMUNICATIONS	40.00	200.00	480.00	280.00
001-620-6499	OTHER CONTRACTUAL SERV	.00	.00	1,200.00	1,200.00
001-620-6505	OTHER EQUIPMENT	.00	.00	.00	.00
001-620-6506	OFFICE SUPPLIES	.00	317.57	2,000.00	1,682.43
001-620-6507	OPERATING SUPPLIES	.00	.00	.00	.00
001-620-6508	POSTAGE	.00	.00	.00	.00
001-630-6413	ELECTION EXPENSES	.00	.00	1,300.00	1,300.00
001-640-6401	AUDITING/ACCOUNTING	.00	.00	10,000.00	10,000.00
001-640-6411	LEGAL - ATTORNEY	198.00	2,336.00	15,000.00	12,664.00
001-640-6414	CODIFICATION	.00	.00	.00	.00
001-650-6010	WAGES - FULL TIME	178.88	1,567.49	4,575.00	3,007.51
001-650-6110	FICA	13.38	118.28	350.00	231.72
001-650-6130	IPERS	16.88	147.95	432.00	284.05
001-650-6150	GROUP INSURANCE	47.51	386.41	1,347.00	960.59
001-650-6151	VISION INSURANCE	.47	4.90	20.00	15.10
001-650-6155	LIFE INSURANCE	.00	.00	53.00	53.00
001-650-6310	BUILDING REPAIR/MAINT	1,088.48	1,096.97	1,800.00	703.03
001-650-6371	UTILITIES	127.58	656.26	1,600.00	943.74
001-650-6499	OTHER CONTRACTUAL SERV	.00	647.11	.00	647.11-
001-650-6505	OFFICE EQUIPMENT	.00	.00	.00	.00
001-650-6506	OFFICE SUPPLIES	.00	58.66-	.00	58.66
001-650-6507	OPERATING SUPPLIES	.00	45.75	500.00	454.25
001-650-6508	POSTAGE	69.60	262.60	2,000.00	1,737.40
001-650-6599	OTHER SUPPLIES	104.85	191.61	2,500.00	2,308.39
001-660-6408	INSURANCE	.00	.00	15,000.00	15,000.00
001-699-4400	FEDERAL GRANTS	.00	.00	.00	.00
001-699-6010	WAGES - GENERAL GOV - FT	.00	.00	.00	.00
001-699-6110	FICA - GENERAL GOVERNMENT	.00	.00	.00	.00
001-699-6130	IPERS - GENERAL GOVERNMENT	.00	.00	.00	.00
001-699-6150	GROUP INSURANCE	.00	.00	.00	.00
001-699-6151	VISION INSURANCE	.00	.00	.00	.00
001-699-6155	LIFE INSURANCE	.00	23.93	.00	23.93-
001-699-6210	DUES	.00	580.84	2,800.00	2,219.16

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-699-6230	TRAINING	.00	.00	.00	.00
001-699-6240	MEETINGS/CONFERENCES	.00	.00	.00	.00
001-699-6371	UTILITIES	.00	.00	.00	.00
001-699-6373	TELEPHONE/COMMUNICATIONS	41.07	215.65	690.00	474.35
001-699-6407	ENGINEERING (MONTHLY PAYMENT)	75.00	75.00	.00	75.00-
001-699-6414	PUBLISHING	108.15	886.13	2,500.00	1,613.87
001-699-6419	TECHNOLOGY SERVICES	3,515.20	10,010.52	10,500.00	489.48
001-699-6491	SAFETY TRAINING	.00	.00	550.00	550.00
001-699-6499	CONTRACTUAL SERV (COPIER)	.00	.00	.00	.00
001-699-6505	OTHER EQUIPMENT	.00	.00	.00	.00
001-699-6506	OFFICE SUPPLIES	15.00	255.43	.00	255.43-
001-699-6508	POSTAGE	.00	172.80	.00	172.80-
001-699-6599	MISC SUPPLIES	.00	.00	.00	.00
001-699-6725	CAP OUTLAY-OFFICE EQUIP	.00	.00	.00	.00
001-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00
001-710-6851	INTEREST PAYMENTS	.00	.00	.00	.00
001-865-6499	OTHER CONTRACTUAL SERV	.00	288.44	.00	288.44-
001-910-4830	TRANSFER IN-GENERAL FUND	10,355.05	10,355.05	.00	10,355.05-
001-910-4831	TRANSFER IN - TIF	.00	.00	.00	.00
001-910-6910	TRANSFER OUT	12,151.35	12,151.35	224,000.00	211,848.65
001-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
001-950-4000	PROPERTY TAXES	17,839.36	183,377.69	373,977.00	190,599.31
001-950-4003	AGRICULTURAL LAND TAXES	.00	361.62	683.00	321.38
001-950-4060	UTILITY TAX REPLACEMENT	.00	1,175.88	2,166.00	990.12
001-950-4065	FRANCHISE FEE	1,673.35	2,570.39	6,500.00	3,929.61
001-950-4100	BEER & LIQUOR LICENSES	.00	.00	765.00	765.00
001-950-4105	CIGARETTE PERMITS	.00	.00	150.00	150.00
001-950-4180	ANIMAL LICENSES	.00	60.00	175.00	115.00
001-950-4190	MISC LICENSES & PERMITS	.00	100.00	350.00	250.00
001-950-4300	INTEREST-PLAT MM BANK 4	431.03	2,257.21	6,800.00	4,542.79
001-950-4301	INTEREST-REG MM BANK 3	81.44	425.27	.00	425.27-
001-950-4310	RENT - COMM/COUNCIL	.00	.00	.00	.00
001-950-4464	COMM TAX REPLACEMENT	.00	3,471.03	8,668.00	5,196.97
001-950-4490	GAMING GRANTS	.00	.00	.00	.00
001-950-4700	BLACKHAWK COUNTY LANDFILL	.00	.00	.00	.00
001-950-4705	MISC REVENUE	65.25	2,957.21	2,000.00	957.21-
001-950-4710	REIMBURSEMENTS - EMPLOYEE INSR	.00	.00	.00	.00
001-950-4735	SALES/FUEL TAX REFUNDS	.00	.00	1,000.00	1,000.00
001-950-4765	FINES-CLERK OF COURT	.00	.00	.00	.00
001-950-4800	SALE OF REAL PROPERTY	.00	.00	.00	.00
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00
002-910-4830	TRANSFER IN	.00	.00	5,000.00	5,000.00
002-910-6910	TRANSFER OUT	.00	.00	.00	.00
002-999-9999	PROFIT HANDLER	.00	.00	.00	.00
003-699-4400	FEDERAL GRANTS	84,955.95-	285.59	.00	285.59-
003-910-4830	TRANSFER IN	.00	.00	.00	.00
003-910-6910	TRANSFER OUT	.00	.00	.00	.00
003-950-4400	FEDERAL GRANTS	85,241.54	85,241.54	.00	85,241.54-
003-999-9999	PROFIT HANDLER	.00	.00	.00	.00
005-210-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00
005-910-4830	TRANSFER IN-VEHICLE RPLMNT	12,151.35	12,151.35	10,000.00	2,151.35-

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
005-910-6910	TRANSFER OUT	10,355.05	10,355.05	.00	10,355.05-
005-950-4300	INTEREST-VEHICLE REPLACEMENT	6.92	31.57	150.00	118.43
005-999-9999	PROFIT HANDLER	.00	.00	.00	.00
110-210-4430	ROAD USE TAXES	9,382.77	66,894.71	130,640.00	63,745.29
110-210-4810	SALE OF ASSETS	.00	.00	.00	.00
110-210-6010	WAGES - ROAD USE - FT	2,146.56	18,230.55	50,405.00	32,174.45
110-210-6020	WAGES - ROAD USE	.00	.00	.00	.00
110-210-6030	WAGES - ROAD USE - PT	.00	.00	.00	.00
110-210-6110	FICA - ROAD USE	160.55	1,376.35	3,856.00	2,479.65
110-210-6130	IPERS - ROAD USE	202.64	1,720.98	4,758.00	3,037.02
110-210-6150	GROUP INSURANCE	570.14	4,500.05	14,821.00	10,320.95
110-210-6151	VISION INSURANCE	5.65	56.54	209.00	152.46
110-210-6155	LIFE INSURANCE	.00	287.16	30.00	257.16-
110-210-6160	WORKER'S COMP	1,102.00	1,102.00	3,370.00	2,268.00
110-210-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
110-210-6181	UNIFORM ALLOWANCE	.00	259.99	600.00	340.01
110-210-6310	BUILDING REPAIR/MAINT	.00	79.10	5,000.00	4,920.90
110-210-6331	FUEL & OIL	628.27	1,796.96	2,800.00	1,003.04
110-210-6332	VEHICLE MAINTENANCE	48.84	1,043.60	5,000.00	3,956.40
110-210-6371	UTILITIES	73.55	352.48	1,700.00	1,347.52
110-210-6373	TELEPHONE/COMMUNICATIONS	40.00	360.00	480.00	120.00
110-210-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00
110-210-6407	ENGINEERING	.00	1,303.80	1,150.00	153.80-
110-210-6408	INSURANCE	.00	.00	2,000.00	2,000.00
110-210-6417	STREET MAINTENANCE - REPAIRS	3,827.85	3,859.85	10,000.00	6,140.15
110-210-6491	SAFETY TRAINING	.00	.00	1,650.00	1,650.00
110-210-6504	SHOP EQUIPMENT	279.96	637.11	1,000.00	362.89
110-210-6507	STREET MAINTENANCE SUPPLIES	850.25	2,401.05	10,000.00	7,598.95
110-210-6511	NEW POSTS / SIGNS	.00	328.46	250.00	78.46-
110-210-6512	REPLACEMENT POSTS / SIGNS	108.00	108.00	250.00	142.00
110-210-6599	MISCELLANEOUS SUPPLIES	125.43	519.30	500.00	19.30-
110-210-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00
110-230-6371	STREET LIGHTS	947.84	4,719.92	14,000.00	9,280.08
110-240-6371	TRAFFIC SIGNAL	78.59	351.27	1,200.00	848.73
110-240-6413	WATERLOO MONTHLY TRAFFIC CONTR	.00	.00	2,800.00	2,800.00
110-250-6332	SNOW PLOW REPAIR	.00	.00	1,000.00	1,000.00
110-250-6489	OTHER CONTRACTUAL SRV	.00	.00	130.00	130.00
110-250-6507	SNOW REMOVAL SUPPLIES	.00	.00	10,000.00	10,000.00
110-260-6407	ENGINEERING	.00	.00	5,000.00	5,000.00
110-910-4830	TRANSFER IN-ROAD USE	.00	.00	.00	.00
110-910-6910	TRANSFER OUT	.00	.00	.00	.00
110-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
110-999-9999	PROFIT HANDLER	.00	.00	.00	.00
121-910-4830	TRANSFER IN-LOST	.00	.00	35,000.00	35,000.00
121-910-4831	TRANSFER IN - TIF	.00	.00	.00	.00
121-910-6910	TRANSFER OUT	.00	.00	167,303.00	167,303.00
121-950-4090	LOCAL OPTION TAX	42,531.81	94,607.33	150,000.00	55,392.67
121-950-4300	INTEREST-LOST	.00	.00	.00	.00
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00
125-910-4831	TRANSFER IN - TIF	.00	.00	.00	.00
125-910-6911	TRANSFER OUT - TIF	.00	.00	35,000.00	35,000.00

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
125-950-4050	TIF TAXES	1,853.00	16,919.37	35,000.00	18,080.63
125-950-4300	INTEREST	.00	.00	.00	.00
125-999-9999	PROFIT HANDLER	.00	.00	.00	.00
200-210-6801	PRINCIPAL - PLAZA DRIVE	.00	.00	.00	.00
200-210-6851	INTEREST - PLAZA DRIVE	.00	.00	.00	.00
200-210-6899	BOND REGISTRATION FEES	.00	.00	.00	.00
200-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00
200-710-6851	INTEREST PAYMENTS	.00	.00	100,000.00	100,000.00
200-815-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00
200-815-6851	INTEREST PAYMENTS	.00	.00	.00	.00
200-910-4830	TRANSFER IN-DEBT SERVICE	.00	.00	100,000.00	100,000.00
200-910-6910	TRANSFER OUT	.00	.00	.00	.00
200-999-9999	PROFIT HANDLER	.00	.00	.00	.00
300-210-6407	ENGINEERING - STREET PROJECT	.00	.00	.00	.00
300-210-6499	STREET CONTRACTUAL SERV	49,399.50	49,399.50	186,000.00	136,600.50
300-750-6499	CONTRACTUAL SERV	.00	.00	.00	.00
300-910-4830	TRANSFER IN-CAP IMPRVMT RESV	15,800.32	15,800.32	186,303.00	170,502.68
300-910-6910	TRANSFER OUT	.00	.00	.00	.00
300-950-4300	INTEREST-CAPITAL IMPRVMT-RSV	.00	.00	.00	.00
300-999-9999	PROFIT HANDLER	.00	.00	.00	.00
301-750-4800	SALE OF PROPERTY	.00	.00	.00	.00
301-750-6407	ENGINEERING	.00	.00	.00	.00
301-750-6411	LEGAL	.00	.00	.00	.00
301-750-6499	CONTRACTUAL SERV-TRAILER COURT	.00	.00	.00	.00
301-910-4830	TRANSFER IN-RAYMOND RD TRAILER	.00	.00	.00	.00
301-910-6910	TRANSFER OUT	.00	.00	.00	.00
301-999-9999	PROFIT HANDLER	.00	.00	.00	.00
302-750-4440	STATE GRANTS-PLAZA DR RECON	.00	.00	.00	.00
302-750-4820	PROCEEDS FROM DEBT/LOAN-PLAZA	.00	.00	.00	.00
302-750-6407	ENGINEERING	.00	.00	.00	.00
302-750-6499	CONTRACTUAL SERV - PLAZA DR	.00	.00	.00	.00
302-910-4830	TRANSFER IN-PLAZA DR RECON	.00	.00	.00	.00
302-910-6910	TRANSFER OUT	.00	.00	.00	.00
302-999-9999	PROFIT HANDLER	.00	.00	.00	.00
303-910-4830	TRANSFER IN-OFFICE EQPMNT RPL	.00	.00	.00	.00
303-910-6910	TRANSFER OUT	.00	.00	.00	.00
303-999-9999	PROFIT HANDLER	.00	.00	.00	.00
304-210-6413	PAYMENTS - EVANSDALE	.00	.00	.00	.00
304-910-4830	TRANSFER IN-DUBQUE RD BRIDGE	.00	.00	.00	.00
304-910-6910	TRANSFER OUT	.00	.00	.00	.00
304-999-9999	PROFIT HANDLER	.00	.00	.00	.00
305-750-6407	ENGINEERING	.00	.00	.00	.00
305-750-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
305-910-6910	TRANSFER OUT	.00	.00	.00	.00
305-999-9999	PROFIT HANDLER	.00	.00	.00	.00
306-430-4400	FEDERAL GRANTS	2,727.64	2,727.64	428,000.00	425,272.36
306-430-4440	STATE GRANTS	.00	67,500.00	118,574.00	51,074.00
306-430-4710	REIMBURSEMENTS	.00	.00	10,000.00	10,000.00
306-430-4830	TRANSFER IN	.00	.00	.00	.00
306-430-6407	ENGINEERING	.00	10,297.60	20,000.00	9,702.40
306-430-6411	LEGAL	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
306-430-6499	OTHER CONTRACTUAL SERV	2,493.60	33,007.74	675,273.00	642,265.26
306-430-6505	OTHER EQUIPMENT	.00	.00	.00	.00
306-430-6507	OPERATING SUPPLIES	.00	.00	.00	.00
306-430-6910	TRANSFER OUT	.00	.00	.00	.00
306-910-4830	TRANSFER IN	.00	.00	.00	.00
306-910-6910	TRANSFER OUT	.00	.00	.00	.00
306-999-9999	PROFIT HANDLER	.00	.00	.00	.00
307-210-4400	FEDERAL GRANTS	.00	.00	.00	.00
307-210-4440	STATE GRANTS	.00	.00	.00	.00
307-210-4445	IOWA DOT	.00	.00	.00	.00
307-210-4820	PROCEEDS FROM DEBT/LOAN	.00	.00	.00	.00
307-210-4830	TRANSFER IN	.00	.00	140,000.00	140,000.00
307-210-6407	ENGINEERING	.00	.00	100,000.00	100,000.00
307-210-6411	LEGAL	.00	.00	.00	.00
307-210-6417	STREET MAINTENANCE	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
307-210-6507	OPERATING SUPPLIES	.00	.00	.00	.00
307-210-6761	CAP OUTLAY - STREETS	.00	.00	.00	.00
307-210-6790	STREETS - NEW ROADWAY	.00	.00	.00	.00
307-910-4830	TRANSFER IN	.00	.00	.00	.00
307-910-6910	TRANSFER OUT	.00	.00	.00	.00
307-999-9999	PROFIT HANDLER	.00	.00	.00	.00
600-610-4600	SPECIAL ASSESSMENTS-WTR MAIN	.00	1,672.00	.00	1,672.00-
600-610-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
600-810-4300	INTEREST	.00	.00	.00	.00
600-810-4400	FEDERAL GRANTS	.00	.00	.00	.00
600-810-4500	CHARGES/FEES FOR SERVICES	2,498.81	62,750.52	125,000.00	62,249.48
600-810-4530	PENALTIES	117.07	781.54	1,500.00	718.46
600-810-4540	CONNECT/RECONNECT FEES	.00	.00	.00	.00
600-810-4550	MISC CHARGE FOR SERVICES	25.00	80.00	1,000.00	920.00
600-810-4560	SALES TAXES COLLECTED	.00	.00	.00	.00
600-810-4561	WATER EXCISE TAX	62.02	3,827.39	8,000.00	4,172.61
600-810-4600	SPECIAL ASSESSMENTS	.00	.00	3,525.00	3,525.00
600-810-4730	DEPOSITS	320.00	1,092.00	2,000.00	908.00
600-810-6010	WAGES - WATER - FT	.00	.00	.00	.00
600-810-6011	WAGES - WATER - CLERK	177.44	978.13	2,396.00	1,417.87
600-810-6020	WAGES - WATER	.00	.00	.00	.00
600-810-6021	WAGES - WATER - PT	658.97	3,289.00	8,472.00	5,183.00
600-810-6022	WAGES - WATER	.00	.00	.00	.00
600-810-6110	FICA - WATER	63.98	326.41	832.00	505.59
600-810-6130	IPERS - WATER	78.96	402.86	330.00	72.86-
600-810-6150	GROUP INSURANCE	26.71	138.79	374.00	235.21
600-810-6151	VISION INSURANCE	1.00	5.00	14.00	9.00
600-810-6155	LIFE INSURANCE	.00	2.88	.00	2.88-
600-810-6160	WORKER'S COMP	253.00-	253.00-	.00	253.00
600-810-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
600-810-6230	TRAINING	.00	.00	.00	.00
600-810-6332	VEHICLE REPAIRS	.00	.00	.00	.00
600-810-6350	REPAIR MAINT - WATER MAIN	.00	46,470.22	66,500.00	20,029.78
600-810-6373	TELEPHONE/COMMUNICATIONS	41.06	206.09	600.00	393.91
600-810-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
600-810-6413	WATER - WATERLOO	5,810.66	28,825.94	63,000.00	34,174.06
600-810-6418	SALES TAX EXPENSE	.00	3,785.00	8,000.00	4,215.00
600-810-6419	TECH SERVICES - ANNUAL SUPPORT	.00	.00	3,000.00	3,000.00
600-810-6489	OTHER CONTRACTUAL SRV	.00	.00	.00	.00
600-810-6490	OTHER PROFESSIONAL SERVICES	2,396.20	12,022.85	28,800.00	16,777.15
600-810-6497	BANK SERVICE CHGS	.00	10.70	.00	10.70-
600-810-6498	DEPOSIT REFUNDS - WATER	.00	432.00	1,000.00	568.00
600-810-6499	TESTS/PERMITS	.00	437.29	1,500.00	1,062.71
600-810-6505	WT METERS/WT EQUIPMENT	.00	.00	2,000.00	2,000.00
600-810-6506	OFFICE SUPPLIES	.00	.00	300.00	300.00
600-810-6508	POSTAGE	.00	73.26	300.00	226.74
600-810-6599	OTHER SUPPLIES	.00	.00	.00	.00
600-810-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00
600-910-4830	TRANSFER IN-WATER	.00	.00	68,300.00	68,300.00
600-910-6910	TRANSFER OUT	.00	.00	.00	.00
600-999-9999	PROFIT HANDLER	.00	.00	.00	.00
601-810-4300	INTEREST-WATER DEPRECIATION	66.16	386.96	1,000.00	613.04
601-810-6599	MISC SUPPLIES	.00	.00	.00	.00
601-910-4830	TRANSFER IN-WATER DEPRECIATION	.00	.00	.00	.00
601-910-6910	TRANSFER OUT	.00	.00	68,300.00	68,300.00
601-999-9999	PROFIT HANDLER	.00	.00	.00	.00
610-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00
610-710-6851	INTEREST PAYMENTS	.00	.00	25,000.00	25,000.00
610-815-4300	INTEREST-SEWER	.00	.00	.00	.00
610-815-4500	CHARGES/FEEES FOR SERVICES	1,291.00	64,356.33	138,000.00	73,643.67
610-815-4502	CAPITAL PROJECT FEE	.00	45.15	.00	45.15-
610-815-4510	RAYMOND SEWER USAGE	5,000.00	25,000.00	63,000.00	38,000.00
610-815-4530	PENALTIES	115.20	707.89	1,400.00	692.11
610-815-4550	MISC CHARGE FOR SERVICES	.00	300.00	500.00	200.00
610-815-4560	SALES TAXES COLLECTED	.00	25.70	400.00	374.30
610-815-4710	REIMBURSEMENTS	.00	.00	.00	.00
610-815-4730	DEPOSITS	250.00	768.00	1,500.00	732.00
610-815-6010	WAGES - SEWER	.00	.00	.00	.00
610-815-6011	WAGES - SEWER - CLERK	177.44	978.13	2,396.00	1,417.87
610-815-6020	WAGES - SEWER	.00	.00	.00	.00
610-815-6030	WAGES - SEWER	.00	.00	.00	.00
610-815-6110	FICA - SEWER	13.56	74.77	184.00	109.23
610-815-6130	IPERS - SEWER	16.74	92.28	227.00	134.72
610-815-6150	GROUP INSURANCE	26.71	138.79	374.00	235.21
610-815-6151	VISION INSURANCE	1.01	5.05	14.00	8.95
610-815-6155	LIFE INSURANCE	.00	2.88	.00	2.88-
610-815-6160	WORKER'S COMP	.00	.00	.00	.00
610-815-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
610-815-6181	UNIFORM ALLOWANCE	.00	.00	.00	.00
610-815-6230	TRAINING	.00	.00	.00	.00
610-815-6310	BUILDING REPAIR/MAINT	.00	3,000.00	.00	3,000.00-
610-815-6320	LIFT STATION EXPENSE	3,528.50	5,863.64	40,000.00	34,136.36
610-815-6331	FUEL	.00	.00	.00	.00
610-815-6332	VEHICLE REPAIRS	.00	.00	.00	.00
610-815-6350	PLANT REPAIR/MAINTENANCE	2,442.36	2,432.85	5,000.00	2,567.15
610-815-6370	UTILITIES - LIFT STATION	243.05	1,423.59	5,000.00	3,576.41

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
610-815-6371	UTILITIES - PLANT	987.04	7,725.54	12,000.00	4,274.46
610-815-6373	TELEPHONE/COMMUNICATIONS	.00	.00	.00	.00
610-815-6399	SEWER LINE REPAIR/MAINTENANCE	.00	17,898.57	25,000.00	7,101.43
610-815-6407	ENGINEERING/WWTP PROJECT	.00	.00	.00	.00
610-815-6408	INSURANCE	.00	.00	3,000.00	3,000.00
610-815-6413	LUMP SUM APPROPRIATIONS	.00	.00	.00	.00
610-815-6418	SALES TAX EXPENSE	.00	.00	.00	.00
610-815-6490	IOWA ONE CALL	.00	41.85	150.00	108.15
610-815-6491	SAFETY TRAINING	.00	.00	.00	.00
610-815-6493	SLUDGE HAULING	.00	.00	15,000.00	15,000.00
610-815-6494	PLANT CONTRACTED SERVICES	.00	.00	.00	.00
610-815-6498	DEPOSIT REFUNDS - SEWER	.00	250.00	1,000.00	750.00
610-815-6499	PEOPLESERVICES/CONTRACTUAL SRV	9,584.80	47,924.00	115,018.00	67,094.00
610-815-6501	TESTS/PERMITS	.00	.00	75.00	75.00
610-815-6505	OFFICE EQUIPMENT	.00	.00	.00	.00
610-815-6506	OFFICE SUPPLIES	.00	.00	.00	.00
610-815-6507	OPERATING SPPLY/PEOPLESERVICE	.00	.00	300.00	300.00
610-815-6508	POSTAGE	.00	73.26	300.00	226.74
610-815-6510	SAFETY SUPPLIES	.00	.00	.00	.00
610-815-6599	MISC SUPPLIES	.00	.00	.00	.00
610-815-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00
610-815-6780	CAP OUTLAY-UTIL SYS/STRCT	.00	.00	.00	.00
610-910-4830	TRANSFER IN-SEWER	.00	.00	25,000.00	25,000.00
610-910-6910	TRANSFER OUT	.00	.00	10,000.00	10,000.00
610-999-9999	PROFIT HANDLER	.00	.00	.00	.00
611-815-4300	INTEREST-SEWER REPLACEMENT	24.17	287.53	1,500.00	1,212.47
611-910-4830	TRANSFER IN-SEWER PLCMNT	.00	.00	10,000.00	10,000.00
611-910-6910	TRANSFER OUT	.00	.00	.00	.00
611-999-9999	PROFIT HANDLER	.00	.00	.00	.00
612-815-4300	INTEREST-SEWER DEPRECIATION	9.91	19.82	100.00	80.18
612-910-4830	TRANSFER IN-SEWER DEPRECIATION	.00	.00	.00	.00
612-910-6910	TRANSFER OUT	.00	.00	.00	.00
612-999-9999	PROFIT HANDLER	.00	.00	.00	.00
613-815-4300	INTEREST - WW CAP PROJ	39.92	984.84	6,000.00	5,015.16
613-815-4502	CAPITAL PROJECT FEE	1,270.30	56,530.31	119,000.00	62,469.69
613-815-4820	PROCEEDS FROM DEBT/LOAN-WWTP	179,480.68	1,192,492.83	2,600,000.00	1,407,507.17
613-815-6407	ENGINEERING	.00	84,912.06	600,000.00	515,087.94
613-815-6499	OTHER CONTRACTUAL SERV	158,097.51	1,134,097.81	2,000,000.00	865,902.19
613-910-4830	TRANSFER IN-WWTP PROJECT	.00	.00	50,000.00	50,000.00
613-910-6910	TRANSFER OUT	15,800.32	15,800.32	125,000.00	109,199.68
613-999-9999	PROFIT HANDLER	.00	.00	.00	.00
670-840-4300	INTEREST-LANDFILL/GARBAGE	.00	.00	25.00	25.00
670-840-4500	CHARGES/FEEES FOR SERVICES	795.25	36,956.41	73,000.00	36,043.59
670-840-4530	PENALTIES	75.62	454.87	800.00	345.13
670-840-4560	SALES TAXES COLLECTED	.00	.00	.00	.00
670-840-4710	REIMBURSEMENTS - RECYCLE REIMB	.00	.00	4,468.00	4,468.00
670-840-4730	DEPOSITS	150.00	450.00	1,000.00	550.00
670-840-6490	GARBAGE COLLECTION	5,034.12	25,414.04	70,000.00	44,585.96
670-840-6492	RECYCLING EXPENSE	568.84	3,133.83	6,500.00	3,366.17
670-840-6498	DEPOSIT REFUNDS - GARBAGE	.00	180.00	700.00	520.00
670-840-6508	POSTAGE	.00	8.14	30.00	21.86

REVENUE & EXPENSE REPORT
CALENDAR 11/2021, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
670-910-4830	TRANSFER IN-LANDFILL/GARBAGE	.00	.00	.00	.00
670-910-6910	TRANSFER OUT	.00	.00	.00	.00
670-999-9999	PROFIT HANDLER	.00	.00	.00	.00
671-840-4300	INTEREST-YARD WASTE	.00	.00	.00	.00
671-840-4500	CHARGES/FEEES FOR SERVICES	31.00	1,397.97	2,700.00	1,302.03
671-840-4530	PENALTIES	2.70	17.14	40.00	22.86
671-840-4730	DEPOSITS	30.00	90.00	200.00	110.00
671-840-6413	YARD WASTE COLLECTION	.00	2,400.00	2,400.00	.00
671-840-6498	DEPOSIT REFUND - YARD WASTE	.00	34.78	100.00	65.22
671-840-6508	POSTAGE	.00	8.15	30.00	21.85
671-910-4830	TRANSFER IN-YARD WASTE	.00	.00	.00	.00
671-910-6910	TRANSFER OUT	.00	.00	.00	.00
671-999-9999	PROFIT HANDLER	.00	.00	.00	.00
		=====	=====	=====	=====
	DIFFERENCE	2,169.87	282,622.90	255,208.00-	537,830.90-
		=====	=====	=====	=====
		=====	=====	=====	=====
	PROOF	2,169.87	282,622.90	255,208.00-	537,830.90-
		=====	=====	=====	=====

CITY OF ELK RUN HEIGHTS

INVESTMENT REPORT

ACCOUNT		G/L	Nov-21		CURRENT MONTH TTL	MATURE DATE	CASHED IN DATE:
EQUIPMENT REPLACEMENT			INT EARNED	RPV TTL			
CD#	20837	005-000-1171	\$ 14.24	\$ 12,556.68	\$ 12,570.92	7/18/2023	
					\$ 12,570.92		
CAPITAL PROJECT WWTP							
CD#	3174	613-000-1170	\$ 39.92	\$ 21,116.91	\$ 21,156.83	3/13/2022	
CD#	3157	613-000-1170	\$ 455.49	\$ 212,600.79	\$ 213,056.28	2/7/2022	
					\$ 234,213.11		
WATER DEPRECIATION							
CD#	22563	601-000-1170	\$ 66.16	\$ 22,824.47	\$ 22,890.63	12/18/2021	
CD#	22447	601-000-1175	\$ 113.00	\$ 56,039.49	\$ 56,152.49	3/10/2023	
					\$ 79,043.12		
T&A SEWER							
CD#	22526		\$ -	\$ 1,000.00	\$ 1,000.00		
CD#	21379		\$ -	\$ 1,500.00	\$ 1,500.00		
					\$ 2,500.00		
SEWER REPLACEMENT							
CD#	22452	611-000-1172	\$ 113.00	\$ 56,039.49	\$ 56,152.49	3/10/2023	
CD#	22467	611-000-1185	\$ 14.54	\$ 9,611.45	\$ 9,625.99	3/26/2023	
CD#	3222 COMBINED WITH	611-000-1170	\$ 9.93	\$ 9,839.93	\$ 9,849.86	6/22/2022	
					\$ 75,628.34		
SEWER DEPRECIATION							
CD#	3222	612-000-1170	\$ 9.91	\$ 9,839.94	\$ 9,849.85	6/22/2022	
					\$ 9,849.85		
T&A SOLID WASTE							
CD#	21140			\$ 5,000.00	\$ 5,000.00		
CD#	22138		\$ -	\$ 1,000.00	\$ 1,000.00		
					\$ 6,000.00		
TOTAL CD'S:					\$ 419,805.34		

CITY OF ELK RUN HEIGHTS - BRIAN WIRTZ - BUILDING INSPECTION

Nov-21

BUILDING PERMITS

DATE	HOMEOWNER	CONTRACTORS	ADDRESS	PERMIT #	DATE RECEIVED PERMIT	TYPE OF CONSTRUCTION	VALUE
11/3/21	MIKE MEISCH	TOWN & COUNTRY IMPRVMT	313 ELK RN ST	1946	11/11/2021	NEW WINDOW AND SIDING	\$14,000.00
9/7/21	BARKER, MATTHEW	SKYLINE SOLAR	228 ELK RUN ST	1947	11/11/2021	SOLAR PANELS	\$23,391.00
11/10/21	HOFENDER, MARK	SIGNS EXTERMINATING	116 HIGH ST	1948	11/11/2021	NEW SIGN	\$263.25
11/15/21	MITCHELL, GABBY	ROBERT CASTRO CONST	101 DAWN	1949		TEAR OFF & ROOF	\$6,930.00
11/19/21	CYNTHIA HOLLOWAY	RESTORATION SERVICES	261 TONEFF	1950		NEW ROOF HOUSE AND GARAGE	\$5,500.00
11/19/21	BILL HARLEY	RESTORATION SERVICES	5046 LAFAYETTE RD	1951		ROOF REPAIR	\$500.00
HVAC PERMITS & PLUMBING							
11/3/21	Laurie Roethler	GUBBELS ONE HOUR	513 GILBERTVILLE	1072	11/11/2021	NEW HEATER	\$6,000.00
TOTALS							\$56,584.25



Date: December 8, 2021

To: Elk Run Heights/Raymond Council

From: Jordan Cooper, Operator

O & M Report: November 2021

Water Operation & Maintenance

- 11/1 Julie had me shut off 3 homes for non-payment.
- 11/2-11/3 Exercised valves on the south and west parts of town. I found 3 valves that are broke that will need to be replaced in the future. I am working on getting bids to replace them next fiscal year.
- 11/23 I was contacted by Julie there was a water main break near Midwest CNC. Frickson's dug down to the leak and discovered a valve. The valve bonnet bolts had rusted off and caused the valve to leak out the top. I purchased new stainless bolts to replace the old bolts and put a new valve box and brought it to grade. Tom or I was aware this valve was there, and it will be on my exercise plan in the future,

Wastewater Operation & Maintenance

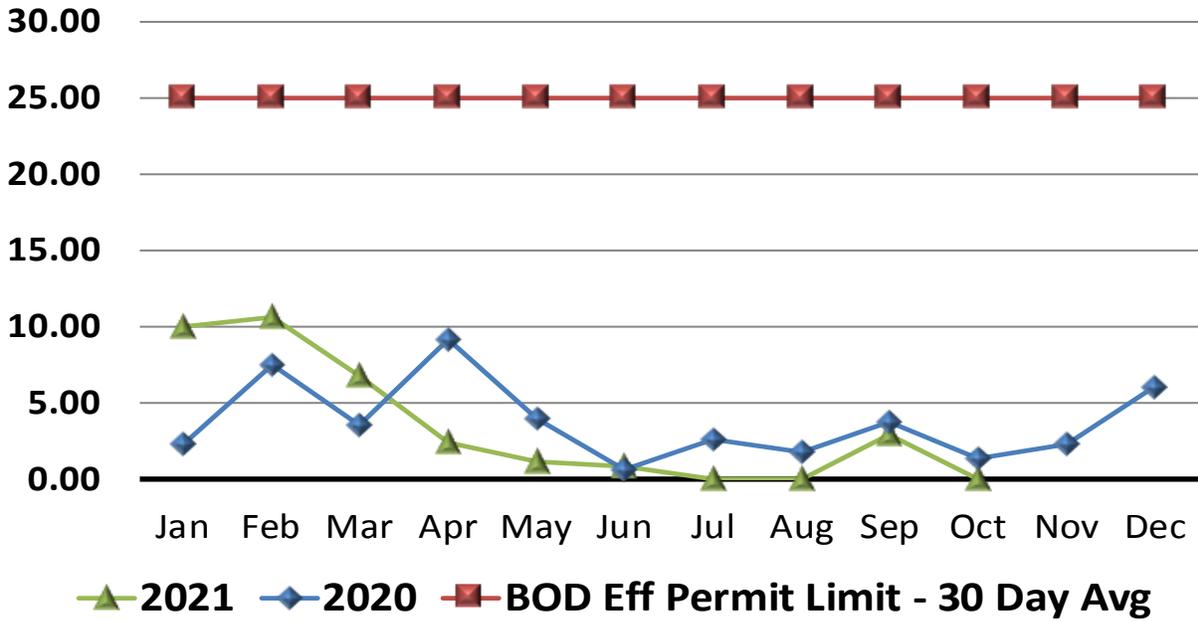
- 11/4 Sewer Meeting
- 11/16 Hosed out the sludge from the EQ basin. I had to use the EQ basin for sludge storage because my digester was full and needed hauled.
- 11/17-11/18 Nutri-ject hauled all the digested sludge.
- 11/18 Sludge Pump 2 plugged with rages while pumping sludge. Pulled the pump and cleaned the impeller out. Both pumps are pumping very slow and need to be addressed before we haul next spring. I am going to get quotes to replace the impeller on pump 1. When pump 2 is on pump 1 doesn't have enough pressure to open its own check valve. My thought is to put a new impeller on pump 1, that way both pumps will be able to pump at the same time.



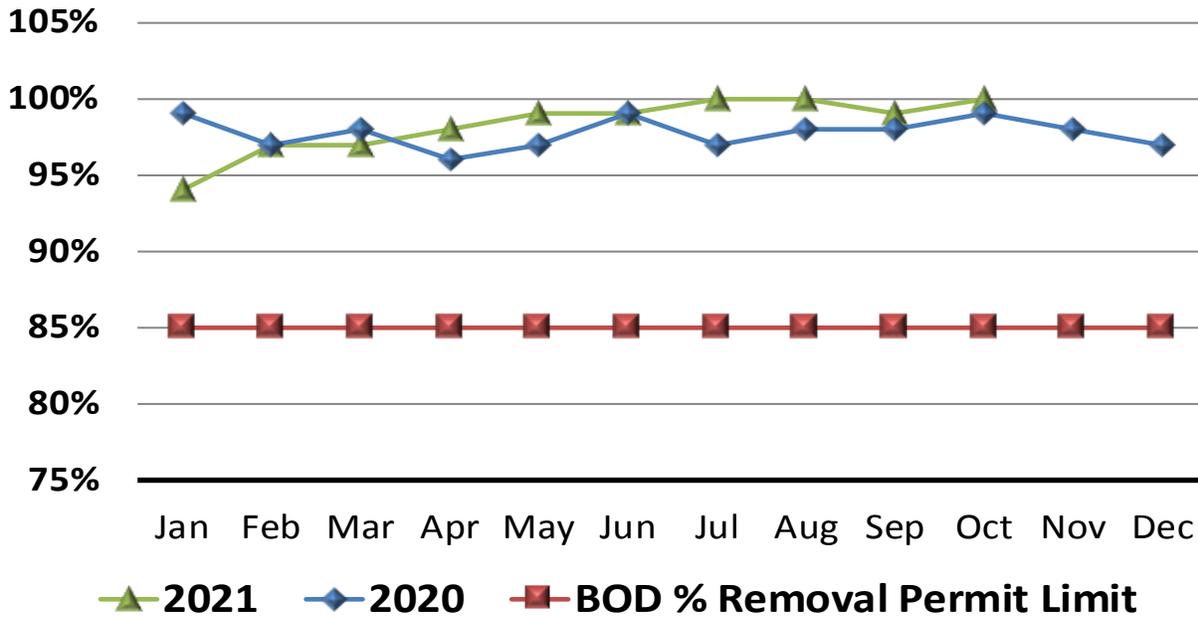


- 11/23 Municipal Pipe and Tool vacc'd out the wet well at Sutton Lift Station.
- 11/29 Omni Site called me around 5:30p.m., Sutton lift station had lost power. When I arrived the generator was running. I then did some voltage checks on the main disconnect and found that I had lost a leg of power from the pole. I contacted Mid America and they came out and fixed the issue.

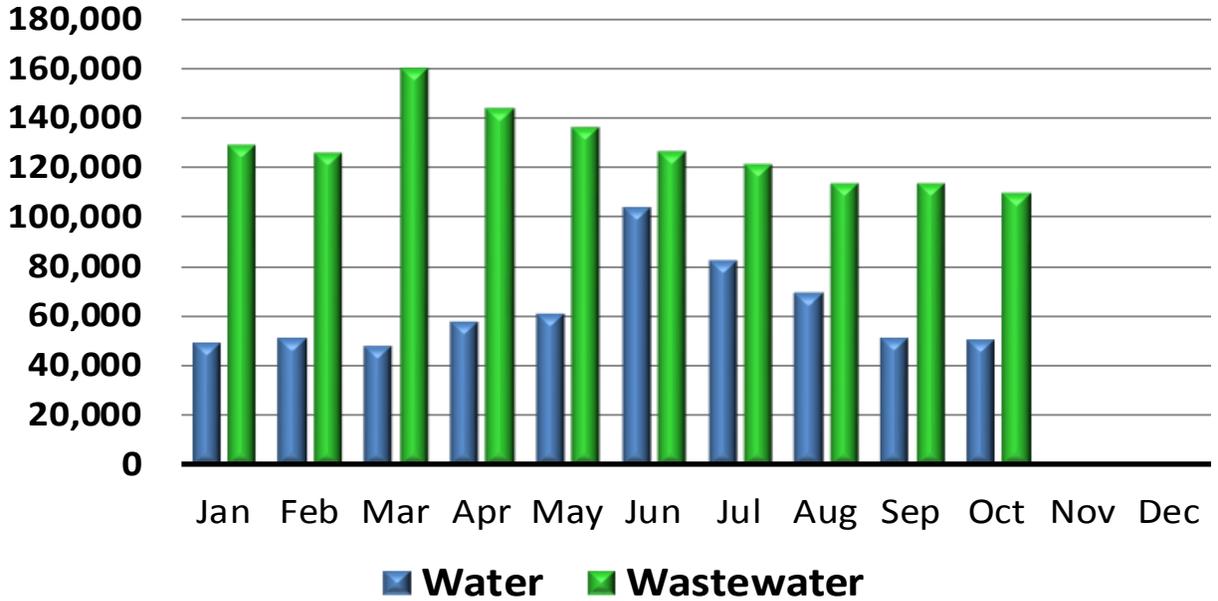
BOD Effluent



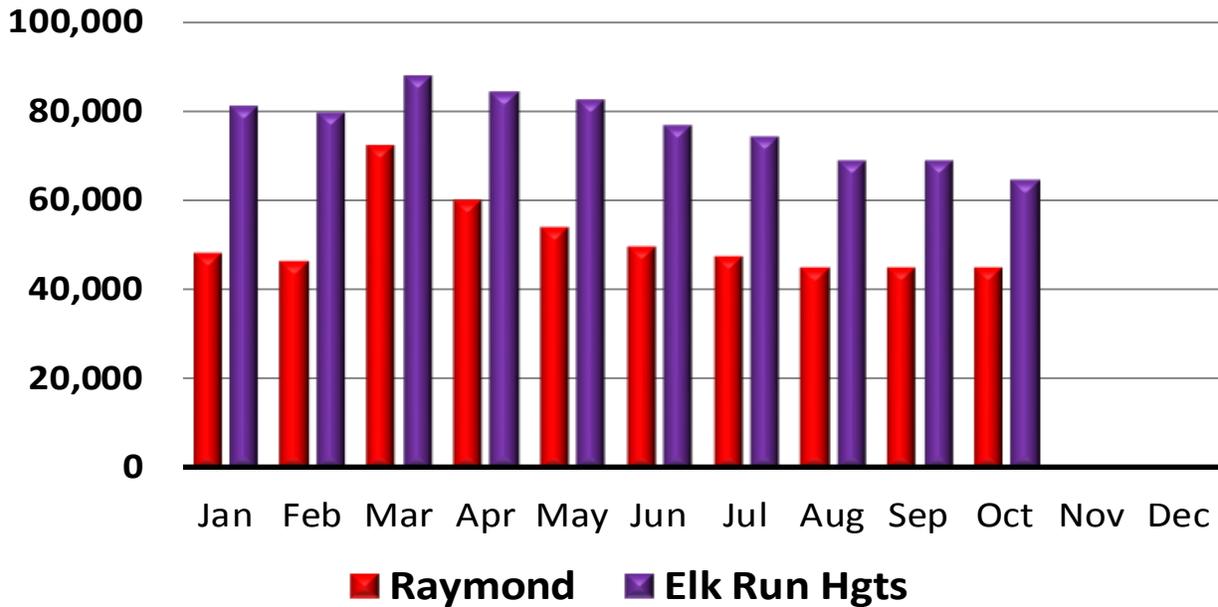
BOD % Removal



Average Daily Water Pumped vs. Wastewater In Gallons



Average Daily Wastewater Pumped In Gallons



		October-21	September-21	October-20
Water				
	Units			
Total Monthly Pumped	gallons	1,563,300	1,540,900	1,637,100
Average Daily Pumped	gallons	50,400	51,400	52,800
Maximum Daily Pumped	gallons	104,700	142,100	112,200
Minimum Daily Pumped	gallons	29,900	15,000	14,900
Chlorine				
Chlorine - Total Avg Residual Plant	mg/L	0.76	0.78	0.90
Chlorine - Total Avg Residual System	mg/L	0.57	0.64	0.76
Chlorine - Recommended Residual System	mg/L	1.50	1.50	1.50
Wastewater				
BOD				
BOD Influent Avg	mg/L	232.00	263.50	136.12
BOD Effluent Avg	mg/L	0.00	2.87	1.37
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	100.00%	99.00%	99.00%
BOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent Avg	mg/L	188.00	164.25	109.25
TSS Effluent Avg	mg/L	2.25	14.25	11.75
TSS Effluent Permit Limit - 30 Day Avg	mg/L	25	25	25
TSS % Removal	%	98.80%	91.32%	89.24%
TSS % Removal Permit Limit	%	85%	85%	85%
Nitrogen Ammonia				
NA Effluent Avg	mg/L	0.1	0.0	0.1
NA Effluent Permit Limit - 30 Day Avg	mg/L	2.9	2.8	2.9
Influent Flow				
Elk Run Average Daily Flow	gallons	64,485	68,847	91,705
Elk Run Percentage Flow	%	58.9%	60.5%	61.9%
Raymond Average Daily Flow	gallons	44,957	44,957	56,421
Raymond Percentage Flow	%	41.1%	34.5%	38.1%
Average Daily Combined	gallons	109,442	113,804	148,126
Maximum Daily Combined	gallons	142,988	132,977	285,430
Total Monthly Combined	gallons	3,392,702	3,205,041	4,591,914
Minimum Daily Combined	gallons	92,789	96,252	119,224
Permit Limit - 30 Day Avg	gallons	281,000	281,000	281,000
Permit Limit - Daily Maximum	gallons	291,000	291,000	291,000

Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$12,288.00	\$3,630.64	30%	92%
Total	\$12,288.00	\$3,630.64	30%	92%

EVANSDALE POLICE DEPARTMENT

Call Summary Report

10/01/2021 thru 10/31/2021

Tracking: Unit Selected Agency Type: Police Selected Agency ID: EVPD

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
21080365	10/01/2021	10:57:05	20	0404	DISORDER	NR	101 PLAZA DR	TRUCK CENTER COMPANIES - 101 PLAZA					SMITH,RYAN		
								2G4	220	11:00		12:21		81	
21080768	10/02/2021	18:32:51	20	0404	ASSIST	AS	200 MARIE AV						KREIGER,JADE		
								2G6	215	18:32	18:32	19:35	0	63	63
21081054	10/03/2021	18:17:41	20	0404	MEDFALL*	AS	105 JACKIE AV						BERINOVIS,ANNA		
								2G5	219	18:19	18:23	18:32	4	9	13
21081492	10/05/2021	02:16:17	20	0404	PALARM	EE	5205 LAFAYETTE RD	CASEYS GENERAL STORE - ELK RUN					CASEYS CORP		
								2G8	W5553	02:16	02:19	02:20	3	1	4
21081796	10/06/2021	01:27:59	20	0404	PALARM	FA	5205 LAFAYETTE RD	CASEYS GENERAL STORE - ELK RUN					CASEYS SECURITY		
								2G4	220	01:28	01:36	02:05	8	29	37
								2G8	W5553	01:28	01:32	02:05	4	33	37
21082711	10/08/2021	23:42:31	20	0404	LOUD	NR	122 TONEFF DR						MORELL,DOUG		
								2G5	219	00:12		00:24		12	
								2G6	215	00:12	00:16	00:24	4	8	12
21082725	10/09/2021	00:26:39	20	0404	TS	D1	MC COY RD/ MICHIGAN DR						JOY VANDERKOLK		
								2G6	215	00:26	00:26	00:30	0	4	4
21082909	10/09/2021	18:07:53	20	0404	MEDSEIZU	NN	178 E GILBERT DR						OBRIAN,GILLIAN		
								2G7	239	18:10		18:27		17	
21082968	10/09/2021	22:15:54	20	0404	DISORDER	E5	5205 LAFAYETTE RD	CASEYS GENERAL STORE - ELK RUN					JOHNSON,KIRSTEN		
								2G6	215	23:28	23:28	23:33	0	5	5
								2G7	239	22:25	22:27	01:14	2	167	169
21083262	10/10/2021	20:36:27	20	0404	ASSIST	AS	134 GILBERTVILLE RD 'CASEYS						CALDWELL,ALEXIS		
								2G7	239	21:28	21:33	21:48	5	15	20
								2G7	239	22:50	23:14	23:20	24	6	30
21083758	10/12/2021	16:49:40	20	0404	MISSING	NR	101 MICHIGAN DR						KENNEDY,MYRA		
								2G4	220	16:51		18:08		77	
21083906	10/13/2021	09:09:53	20	0404	FRAUD	NR	144 SUNSET LN						JIRAK,KRISTY		
								2K2	207	09:11	09:17	09:17	6	0	6
21083950	10/13/2021	12:10:52	20	0404	LARCENY	RW	134 GILBERTVILLE RD 'EPD						CALDWELL,ALEXIS		
								2K2	207	12:11	12:20	12:21	9	1	10
21084137	10/14/2021	02:01:47	20	0404	PALARM	NR	5205 LAFAYETTE RD	CASEYS GENERAL STORE - ELK RUN					TOMMY		
								2G7	239	02:02	02:06	02:06	4	0	4
								2G8	W5553	02:02	02:04	02:06	2	2	4

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name						Reporting Party	
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
21084239	10/14/2021	12:26:57	20	0404	TRAFMOVI	NR	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089						BICKEL,LINDA	
								2A1	229	12:29	12:33	12:33	4	0	4
								2K2	207	12:27	12:32	12:33	5	1	6
21084780	10/16/2021	02:55:36	20	0404	LOUD	GA	200-BLK E GILBERT DR	SAVERAID PARK						MISSY	
								2G8	W5553	02:56	03:00	03:10	4	10	14
21085368	10/18/2021	09:29:56	20	0404	TRAFMOVI	RW	323 MARIE AV 'PBX							TOVAR,NICK	
								2A1	229	09:31		09:41			10
21085803	10/19/2021	17:25:03	20	0404	TRAFMOVI	NR	414 MCCOY RD							PATTERSON,LISA	
								2G5	219	17:28	17:31	17:53	3	22	25
21086219	10/21/2021	06:09:42	20	0404	MEDASSIS	AS	225 MICHIGAN DR							CUNNINGHAM,MARY	
								2G7	239	06:10	06:33	06:33	23	0	23
21086371	10/21/2021	17:32:48	20	0404	MVAPD	RI	5205 LAFAYETTE RD	CASEYS GENERAL STORE - ELK RUN						TABOR,DAVID	
								2G5	219	17:54	17:54	18:07	0	13	13
								2G6	215	17:33		18:48			75
								2G6	215	19:54	19:55	20:30	1	35	36
								2G8	W5553	17:33		17:51			18
								2G8	W5553	19:54	19:55	20:19	1	24	25
21086410	10/21/2021	19:35:45	20	0404	TS	BI	MARIE AV/ SUTTON AV							JOY VANDERKOLK	
								2G6	215	19:35	19:35	19:43	0	8	8
21086746	10/22/2021	22:40:39	20	0404	ASSIST	AS	210 E GILBERT DR							DZELIC,ANESSA	
								2G8	W5553	22:41	22:47	22:52	6	5	11
21087762	10/26/2021	16:27:29	20	0404	MEDDIABE	AS	105 JACKIE AV							BERINOBIS,DAWN	
								2G4	220	16:28	16:32	16:53	4	21	25
21087779	10/26/2021	17:27:21	20	0404	MVAUNK	RI	100 PLAZA DR	ROAD RANGER #1026						BECK,KAYLA	
								2G4	220	17:27		17:28			1
								2G5	219	17:28	17:31	18:41	3	70	73
21087899	10/27/2021	06:29:27	20	0404	VANDALIS	RI	100 PLAZA DR	ROAD RANGER #1026						BAGENSTOS,BROOKE	
								2G7	239	06:30	06:34	07:22	4	48	52
21088136	10/27/2021	23:37:13	20	0404	SUSP	WA	300-BLK MCCOY RD	MAYOR PARK						JORDAN WOMOCHIL	
								2G8	W5553	23:37	23:37	23:44	0	7	7
21088242	10/28/2021	13:14:12	20	0404	ASSIST	NR	100 PLAZA DR	ROAD RANGER #1026						MAY,HEATHER	
								2K2	207	13:21	13:41	13:54	20	13	33

Total Number of Calls: 27

Citation #	Date Issued	Issued To	Type	License	Charge	Grid
28002392110110150244 1105	10/11/2021	ORR,CRYSTAL DAWN	T	DDT704	ER/10.04.120(D)	0404
	10/22/2021	DARINGER,SCOTT	I		ERH6.04.210	0404

Search Results

RESOLUTION 4017

A RESOLUTION OF THE CITY COUNCIL OF ELK RUN HEIGHTS, IA THAT
THE FOLLOWING BILLS BE PAID AND TRANSFERS ARE HEREBY ALLOWED

6258 ACTUALLY CLEAN	COMM RM CARPET CLEANING	130.00
6259 AUTO PLUS	BATTERY/CORE RETURN	127.07
6260 BHC ENGINEER	RESURFACING S. ELK RUN RD	27,000.00
6261 BMC	DUBUQUE RD WATERMAIN	75.56
	MCCOY RD SHOULDER	457.15
	VENDOR TOTAL	532.71
6262 CJ COOPER & ASSOC	ANNUAL ADMIN FEE FOR 2022	85.00
6263 COURIER	ANNUAL FINANCIAL REPORT	184.47
	NOV 9 MTG CLAIMS	123.38
	VENDOR TOTAL	307.85
6264 EASTMAN, JULIE	CELL PHONE REIMBURSEMENT	40.00
	TRAVEL REIMBURSEMENT	327.93
	VENDOR TOTAL	367.93
6265 ELAN	FUEL-ROAD RANGER	92.44
	SHOP-MISC SUPPLY-HOME DEPOT	22.58
	SHOP-TOOLS-HARBOR FREIGHTS	145.96
	CR-STOVE PLATES-DOLLAR GENERAL	18.19
	CLERK-BUDGET WRKSH-IA LEAGUE	50.00
	CH-MISC OFFICE SUPPLY-STAPLES	43.98
	CH-ONLINE SERVICES-MICROSOFT	56.84
	CH-POSTAGE-USPS	290.00
	GEN GOV-JOB POSTING-APPVAULT	329.00
	GEN GOV-JOB POSTING-CRAIGSLIST	15.00
	CH-LAPTOP ACCESSORY-AMAZON	70.83
	CH-MINI FRIDGE-AMAZON	229.99
	CH/CR-PAPER TOWELS/SUPPLY-SAMS	43.66
	VENDOR TOTAL	1,408.47
6267 ELECTRIC PUMP	LS-HYDROMATIC IMPELLER	2,456.00
	LS-SVC CALL/REWIRE AT PLAZA	715.25
	VENDOR TOTAL	3,171.25
6268 FRICKSON BROS EXCAVATING	WATERMAIN BRK DUBUQUE RD	3,150.00
6269 GOINZ GRAF-X	ATV & GOLF CART PERMITS	75.00
6270 INRCOG	DISASTER RECOVERY PLAN	720.00
6271 J.P. COOKE CO	2022 PET TAGS	69.50
6272 JONES SEALCOATING	RU-MCCOY RD WATERMAIN FIX	11,675.00
6273 KRISTI LUNDY	CELL PHONE REIMBURSEMENT	40.00
6274 MID COUNTRY MACHINERY	PK-DRIVE SHAFT FOR MOWER	494.76
6275 MSA	WWTP-PROFESSIONAL SERVICES	14,516.80
	WWTP-CONSTRUCTION ADMIN	11,650.00
	WWTP-PROFESSIONAL SERVICES	9,733.17
	WWTP-CONSTRUCTION ADMIN	11,650.00
	VENDOR TOTAL	47,549.97

6276 NUTRI-JECT SYSTEMS	SLUDGE HAULING	4,158.00
6277 PEOPLESERVICE	JANUARY 2022 SERVICES	11,981.00
6278 PROFORMA	CH-ENVELOPES	143.64
6279 RBRTS STVNS PRENDERGAST	LEGAL SERVICES	1,187.50
6280 SIMMERING-CORY	CODIFICATION	2,000.00
6281 TEDS	PK-WASHER-ROOF/FNDATION CTNG	16.79
6282 THOMAS JAMES	CELL PHONE REIMBURSEMENT	40.00
6283 UTILITY EQUIPMENT	MCCOY RD WATERMAIN	(99.28)
	MCCOY RD WATERMAIN	(193.80)
	WATERMAIN BRK DUBUQUE RD CLAMP	600.00
	WATERMAIN BRK DUBUQUE RD CLAMP	(600.00)
	WATERMAIN BRK DUBUQUE RD SPLYS	1,041.18
	WATERMAIN BRK DUBUQUE RD SPLYS	(679.24)
	VENDOR TOTAL	68.86
6284 WASTE MANAGEMENT	GARBAGE	5,034.12
	RECYCLING	548.41
	VENDOR TOTAL	5,582.53
6285 WILLETT HOFMANN	ENGINEER-OCTOBER MEETINGS	75.00
	MAYORS PK TRAIL	793.50
	LAFAYETTE/GVILL STiP	793.50
	DUBUQUE RD REHAB	793.50
	VENDOR TOTAL	2,455.50
6286 WRH	WWTP PAY REQUEST #6	136,524.35
	TOTAL BILLS	261,062.68
	GENERAL	6,516.26
	ROAD USE TAX	1,229.40
	CAPITAL IMPROVEMENT RESV	28,587.00
	MAYORS PK IMPRVMNT	793.50
	WATER	17,365.62
	SEWER	16,914.05
	WASTE WTR PLANT PROJECT	184,074.32
	LANDFILL/GARBAGE	5,582.53
	TOTAL FUNDS	261,062.68
	NOVEMBER PAYROLL:	
DRAFT	BIWEEKLY PAYROLL	6,281.46
DRAFT	EFTPS	1,937.45
	TOTAL PAYROLL:	8,218.91
PREPAYS:		
6250 COLONIAL LIFE	INSURANCE	79.94
6251 AVESIS	VISION INSURANCE	32.79
6252 CASEY'S	FUEL	137.89
6253 MEDIACOM	PHONE SERVICE	82.13
6254 MIDAMERICAN	OCTOBER UTILITIES	2,645.05
6255 WASTE MANAGEMENT	GARBAGE/RECYCLING	5,602.96
6256 WATERLOO WATER	MONTHLY WATER BILL	5,810.66
6257 WELLMARK	HEALTH INSURANCE	1,649.45
DRAFT IA FINANCE AUTHORITY	WWTP INTEREST PAYMENT	416.87

DRAFT IA FINANCE AUTHORITY	WWTP INTEREST PAYMENT	7,566.22
DRAFT FIRST SECURITY	BANK CHARGE	15.00
DRAFT IPERS	RETIREMENT	1,359.43
	TOTAL PREPAYS:	25,398.39

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA ON THIS
14TH DAY OF DECEMBER 2021**

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 4018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA, AUTHORIZING PAYMENT #6 TO WRH, INC. IN THE AMOUNT OF \$136,524.35 FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the City entered into a contract with WRH, Inc. for the Wastewater Treatment Plant Project; and

WHEREAS, the City's Engineer, Jason Miller with MSA Professional Services has reviewed the construction progress and recommends payment to WRH, Inc. of South Amana, Iowa

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Run Heights, Iowa, that pay application #6 in the amount of \$136,524.35 hereby authorized to be issued for the Wastewater Treatment Plant Project

PASSED AND ADOPTED THIS 14TH DAY OF DECEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): City of Elk Run Heights/Raymond Wastewater Treatment Facility Improvements			Application Number: 6					
Application Period: 10/28/2021 - 11/30/2021			Application Date: 11/30/2021					
		B	Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
01	Bonds and Insurance	\$ 100,000.00	\$ 100,000.00		\$ -	\$ 100,000.00	100.00%	\$ -
01	General Conditions	\$ 1,200,000.00	\$ 600,000.00	\$ 100,000.00	\$ -	\$ 700,000.00	58.33%	\$ 500,000.00
01	Allowances (Utility Allowance & Spec 11 23 26)	\$ 32,000.00	\$ 32,000.00		\$ -	\$ 32,000.00	100.00%	\$ -
01	Mobilization	\$ 450,000.00	\$ 350,000.00		\$ -	\$ 350,000.00	77.78%	\$ 100,000.00
02	Demo of Existing Plant	\$ 60,000.00			\$ -	\$ -	0.00%	\$ 60,000.00
02	Misc. Concrete Demo	\$ 960.00			\$ -	\$ -	0.00%	\$ 960.00
03 200	Concrete Reinforcing	\$ 450,000.00	\$ 200,000.00	\$ 20,000.00	\$ -	\$ 220,000.00	48.89%	\$ 230,000.00
03 3000	CONCRETE							
	Aeromod	\$ 550,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 300,000.00	54.55%	\$ 250,000.00
	Headworks	\$ 190,000.00			\$ -	\$ -	0.00%	\$ 190,000.00
	UV Building	\$ 115,000.00			\$ -	\$ -	0.00%	\$ 115,000.00
	Re-Use, Splitter, Site Concrete, Misc.	\$ 75,000.00			\$ -	\$ -	0.00%	\$ 75,000.00
03 4100	Precast	\$ 450,744.00			\$ -	\$ -	0.00%	\$ 450,744.00
04	Masonry	\$ 85,571.00			\$ -	\$ -	0.00%	\$ 85,571.00
05 5000	Metals, Grating and Railings	\$ 225,000.00			\$ -	\$ -	0.00%	\$ 225,000.00
06 1000	Carpentry - Framing and Siding	\$ 34,740.00			\$ -	\$ -	0.00%	\$ 34,740.00
07	Thermal and Moisture Protection	\$ 27,566.00			\$ -	\$ -	0.00%	\$ 27,566.00
07	Roofing and Trims	\$ 60,900.00			\$ -	\$ -	0.00%	\$ 60,900.00
08	Overhead Doors, HM & FRP Frames, Doors and hard	\$ 56,330.00			\$ -	\$ -	0.00%	\$ 56,330.00
09	Finishes - Framing & Accessories, Specialties	\$ 15,122.00			\$ -	\$ -	0.00%	\$ 15,122.00
09 9000	Paints & Coating	\$ 74,338.00			\$ -	\$ -	0.00%	\$ 74,338.00
22 4000	Plumbing & Fixtures	\$ 45,000.00			\$ -	\$ -	0.00%	\$ 45,000.00
23	HVAC	\$ 162,009.00			\$ -	\$ -	0.00%	\$ 162,009.00
26	Electrical	\$ 1,315,470.00		\$ 36,416.93	\$ -	\$ 36,416.93	2.77%	\$ 1,279,053.07
26	Heat Trace	\$ 1,000.00			\$ -	\$ -	0.00%	\$ 1,000.00
31 25 00	Erosion Control	\$ 15,000.00	\$ 8,000.00		\$ -	\$ 8,000.00	53.33%	\$ 7,000.00
31	Aggregates, Sand, Fine Grading, Misc. Rock	\$ 50,000.00	\$ 15,000.00		\$ -	\$ 15,000.00	30.00%	\$ 35,000.00
31	Earthwork - Excavation, Grading and Backfill	\$ 1,220,575.00	\$ 858,479.55		\$ -	\$ 858,479.55	70.33%	\$ 362,095.45
32	Seeding	\$ 20,000.00			\$ -	\$ -	0.00%	\$ 20,000.00
32	Asphalt	\$ 33,075.00			\$ -	\$ -	0.00%	\$ 33,075.00
32	Striping	\$ 1,000.00			\$ -	\$ -	0.00%	\$ 1,000.00
32	Fencing	\$ 52,600.00			\$ -	\$ -	0.00%	\$ 52,600.00
33	Utilities - Buried Pipe, MH's and drainage Structures	\$ 700,000.00			\$ -	\$ -	0.00%	\$ 700,000.00
40	Wastewater Process Piping	\$ 65,000.00			\$ -	\$ -	0.00%	\$ 65,000.00
41	Material handling - Hoists	\$ 40,000.00			\$ -	\$ -	0.00%	\$ 40,000.00
44 42 39.10	Grit Removal System	\$ 140,000.00			\$ -	\$ -	0.00%	\$ 140,000.00
44 42 40.30	Mechanical Step Screen and Washing Press	\$ 160,000.00			\$ -	\$ -	0.00%	\$ 160,000.00
44 42 46.20	Floating Surface Aerators	\$ 110,000.00			\$ -	\$ -	0.00%	\$ 110,000.00

RESOLUTION 4019

**A RESOLUTION OF THE CITY COUNCIL OF ELK RUN HEIGHTS, IOWA
ADOPTING THE ELK RUN HEIGHTS RETURN TO WORK POLICY**

WHEREAS, the City recognizes the need for a Return-to-Work Policy and Procedures and

WHEREAS, the City Council has determined that adopting a Return-to-Work Policy and Procedures serves a municipal and public purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA that the Return-to-Work Policy and Procedures be adopted and effective immediately

PASSED AND APPROVED ON THIS 14TH DAY OF DECEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

Return-To-Work Policy

It is the policy of City of Elk Run Heights to provide temporary modified work, if available at the earliest possible date following an injury or illness, for employees who are unable to return to their regular job classifications. This policy is to complement the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

Inquiries about the ADA or FMLA should be directed to the City Clerk.

Eligibility:

Whenever an employee becomes unable to temporarily perform his/her regular job classification the City may offer temporary modified work. Whether the City offers temporary modified work is always dependent upon the individual circumstances.

Definitions:

Modified Duty:

Temporary work assignments within the worker's physical abilities, knowledge, and skill (also known as light duty and transitional duty). Modified Duty assignments must be accompanied with a Work Status Report or medical provider's certification.

Objectives:

- Provide procedures for administering temporary modified return-to-work assignments.
- When possible, temporary modified assignments will be made available to injured workers to minimize or eliminate lost time from work. The City cannot guarantee temporary modified assignments and is under no obligation to offer, create or burden any specific position for the purpose of offering placement to such a position.
- Promote speedy recovery and rehabilitate employee back to work as effectively and as quickly as possible while keeping the employee's work patterns and income consistent.
- Complete the essential tasks of the employee's job function.
- Maintain communication among all parties to ensure quality medical care and to manage claim costs.

Procedures:

The City of Elk Run Heights Human Resources:

- Provides the employee with a job description that reflects the essential functions and physical demands of the position and a Work Status Report for the designated medical provider to complete
- Reviews the completed Work Status Report or medical certification in conjunction with the job description to determine if a temporary modified work is available in any department within the City. Consults with the Designated Medical Provider if necessary
- Fills out the RTW Agreement and meets with the employee to review
- Monitors on-going medical and work adjustment, meets with employee as needed to review status
- Determines from Medical Provider whether restrictions apply both at home and at work or other non-work location.

Employee

- Takes required paperwork to designated medical provider appointments (job description, Work Status Report)
- Reviews and signs RTW Agreement
- Follows work restrictions as prescribed by designated medical provider
- Adheres to the temporary restrictions and accommodations, does not perform any activities that exceed work restrictions Adheres to restrictions both at work and elsewhere as determined by Medical Provider.
- Reports immediately to supervisor any work duties or activities that exceed work restrictions
- Reports immediately to supervisor if any work restriction(s)/accommodation(s) cause discomfort or make medical condition worse
- Informs supervisor in advance of medical appointments, schedule any medical appointments during non-work time, if possible
- Updates supervisor with current Work Status Report or updated certification from designated medical provider after every appointment

In the event an employee refuses a temporary modified assignment, which is within the restrictions identified by the designated medical provider, workers compensation benefits could be affected. In such cases, the City will notify the insurance carrier of the employee's refusal of the temporary modified assignment. For an employee covered by the FMLA, an employee may refuse a light duty or modified work assignment, but it may have an adverse effect on the employee's workers' compensation benefits.

If, at the end of the temporary modified duty assignment, the employee is able to perform his/her regular job duties with or without reasonable accommodations, then the employee may return to his/her regular position. If, at the end of the temporary modified duty assignment, the employee is not able to perform his/her regular job duties with or without reasonable accommodations, the City will review the employee's medical condition and determine whether the individual is a qualified individual with a disability and whether the employee's work restriction can be reasonably accommodated to allow the employee to return to work in some capacity. If no reasonable accommodation is available to return the employee to the previous or different position, the City will then consider placing the employee on a time limited unpaid leave of absence or ending the employment.

Elk Run Heights Return-To-Work Agreement

Date: _____

Employee's Name: _____

I understand a temporary modified assignment that complies with my temporary work restrictions as identified by my designated medical professional is being offered to me.

I understand that if I am eligible for leave under the Family Medical Leave Act (FMLA), I cannot be forced to return to work. I also understand that I may lose my eligibility for certain worker's compensation benefits for rejection of the modified assignment.

I understand this offer is for a temporary period of time.

I agree to follow the work restrictions as prescribed by the designated medical provider and understand that I need to adhere to the agreed upon temporary restrictions and accommodations. Pursuant to the healthcare provider, these restrictions may apply both at work and at non-work locations. I also understand that if I am asked to perform any work assignments or activities that exceed my work restrictions, I will immediately report the situation to my direct supervisor and that I will not perform these activities. Furthermore, I will immediately report to my direct supervisor if any of the work restriction(s)/accommodation(s) cause me discomfort or make my medical condition worse.

I understand that I should try to schedule any medical appointments during non-work time. If I am unable to do so, I understand that I need to inform my supervisor in advance of the appointment date. I understand that these appointments may fall under Family Medical Leave Act (FMLA) and it is my responsibility to apply for FMLA leave according to my employer's policy if I cannot schedule appointments outside my work time. I understand that the time off for the appointment will be unpaid, unless otherwise covered by a paid leave policy.

I also understand that it is my responsibility to provide my supervisor with current work status reports from my physician.

I understand that a temporary modified/alternate duty assignment will be periodically reviewed and will not normally exceed 90 calendar days. This does not imply entitlement to a permanently modified position.

_____ follows the provisions of the Americans with Disabilities Act (ADA) and the Iowa Civil Rights Act. If the employee believes he or she is disabled within the meaning of ADA or ICRA, then he or she should discuss that belief with the Human Resources Designee. _____ will engage in an interactive process with the employee to determine whether _____ can reasonably accommodate the employee. If _____ agrees that the law applies, it will, when appropriate, consider reasonable accommodations to the employee's regular job. If such accommodations are not reasonable or constitute an undue hardship, then other reasonable accommodations such as placement in vacant jobs where the employee is qualified, or an appropriate leave of absence may be considered.

Employee Signature

Date

Supervisor Signature

Date

TEMPORARY/MODIFIED ALTERNATE DUTY AGREEMENT FORM

Employee Name: _____ Date of Injury/Onset of Illness: _____

Job Title: _____ Supervisor Name: _____

Department: _____ Date Assigned to Temporary Light Duty by Physician: _____

Temporary Duty Start Date: _____ Temporary Duty End _____

Description of Work Restrictions, per Treating Physician: (List specifically what is stated in medical note.)

Assignment Type: Modified Alternate* (Temporary work in another position and/or location)

*If Alternative location, Supervisor's Name: _____ Alternative location: _____

Description of Accommodation(s) Offered: _____

Work schedule: Unchanged Changed _____ Work hours per Day from _____ am/pm to _____ am/pm

Work Days: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Wage Rate: _____

If assignment not available - Reason/Discussion Points: _____

FMLA Eligible: Yes No

I understand that I am required to report directly to _____

For job duty on: _____ at: _____ am/pm, at: _____

The work restrictions and accommodations were reviewed with the employee on:

- Yes, I understand this agreement and I accept this work. I will comply with restrictions as prescribed by my treating physician.
- No, I understand this agreement and I do not accept this work alternate work position.

I understand that refusal of this return-to-work offer may adversely affect my worker's compensation benefits.

I refuse this offer of work restrictions and accommodations because:

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Incident Review Report

Prior to completing this form, the supervisor should review applicable safety procedures, policies, and job hazard analysis to compare the circumstances of the incident to the prescribed guidelines.

Employee name: _____

Date of incident: _____

Location of incident: _____

Time of incident: _____

What task was the employee performing at time of incident?

Is there a procedure for this task? **Circle one:** Yes No N/A
If yes, answer the following:

Was employee following procedure? Yes No

If the answer is no, why not?

Were proper tools or equipment being used? Yes No N/A

If the answer is no, why not?

Were tools or equipment in good condition? Yes No N/A

If the answer is no, why not?

RESOLUTION 4020

**A RESOLUTION OF THE CITY COUNCIL OF ELK RUN HEIGHTS, IOWA
ADOPTING THE ELK RUN HEIGHTS INVESTMENT POLICY**

WHEREAS, the City recognizes the need for an Investment Policy;
and

WHEREAS, the City Council has determined that adopting an Investment Policy
serves a municipal and public purpose,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF ELK RUN HEIGHTS, IOWA** that the Investment Policy be adopted and
effective immediately

PASSED AND APPROVED ON THIS 14TH DAY OF DECEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

CITY OF ELK RUN HEIGHTS

INVESTMENT POLICY

SECTION 1. SCOPE OF INVESTMENT POLICY

The Investment Policy of the City of Elk Run Heights shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of Elk Run Heights. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of Elk Run Heights to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City of Elk Run Heights.
3. The auditor engaged to audit any fund of the City of Elk Run Heights.
4. The State Auditor.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of Elk Run Heights.

SECTION 2. DELEGATION OF AUTHORITY

In accordance with Iowa Code Section 12B.10(1), the responsibility for conducting investment transactions resides with the Treasurer of the City of Elk Run Heights. Only the Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Elk Run Heights, shall require the outside person to notify the City of Elk Run Heights in writing, within thirty (30) days of receipt of all communication from the Auditor of the outside person or any regulatory authority, of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Elk Run Heights by the outside person.

The records of investment transactions made by or on behalf of the City of Elk Run Heights are public records and are the property of the City of Elk Run Heights whether in the custody of the City of Elk Run Heights or in the custody of a fiduciary or other third party.

The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Elk Run Heights responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related reports on internal control structure of all outside persons performing any of the following for the City of Elk Run Heights.

1. Investing public funds for the City of Elk Run Heights.
2. Advising on the investment of public funds for the City of Elk Run Heights.
3. Directing the deposit or investment of public funds for the City of Elk Run Heights.
4. Acting in a fiduciary capacity for the City of Elk Run Heights.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer of and all employees authorized to place investments shall be bonded in the amount of \$100,000.00.

SECTION 3. OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City of Elk Run Heights shall be the following:

1. **Safety:** Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. **Liquidity:** Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. **Return:** Obtaining a reasonable return is the third investment objective.

SECTION 4. PRUDENCE

The Treasurer of the City of Elk Run Heights, when investing or depositing public funds shall exercise the care, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of the City of Elk Run Heights assets of and the investment objectives stated in Section 3.

When investing assets of the City of Elk Run Heights for a period longer than two (2) years, the Treasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three (3) investment providers.

SECTION 5. INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City of Elk Run Heights may be invested in the following:

- Interest bearing savings accounts, interest bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City of Elk Run Heights. Deposits in any financial institution shall not exceed the amount approved by the governing body of the City of Elk Run Heights.
- Obligations of the United States government, its agencies and instrumentalities.
- Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code Chapter 12C.
- Iowa Public Agency Investment Trust ("IPAIT").
- Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
- Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the Superintendent of Banking.
- Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and takes delivery of the collateral either directly or through an authorized custodian.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in this Section 5 of this Investment Policy.
- Warrants or improvement certificates of a levee or drainage district.

All instruments eligible for investment are further governed by all other provisions of this Investment Policy, including Section 7, Investment Maturity Limitations and Section 8, Diversification Requirements.

SECTION 6. PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City of Elk Run Heights shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City of Elk Run Heights shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.

If a fiduciary or other third party with custody of public investment transaction records of the City of Elk Run Heights fails to produce requested records when requested by the City of Elk Run Heights within a reasonable time, the City of Elk Run Heights shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7. INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen (15) months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Treasurer may invest funds of the City of Elk Run Heights that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the City of Elk Run Heights shall have maturities that are consistent with the needs and use of the City of Elk Run Heights.

SECTION 8. DIVERSIFICATION

Investments of the City of Elk Run Heights are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Elk Run Heights shall be invested in prime bankers' acceptances; and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Elk Run Heights shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Elk Run Heights shall be in commercial paper or other short-term corporate debt; and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Elk Run Heights shall be invested in the securities of a single issuer; and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the City of Elk Run Heights to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 9. SAFEKEEPING AND CUSTODY

All invested assets of the City of Elk Run Heights involving the use of a public funds' custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

All invested assets of the City of Elk Run Heights eligible for physical delivery shall be secured by having them held at a third-party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section 9.

SECTION 11. ETHICS AND CONFLICT OF INTEREST (POLICY CONSIDERATION)

The Treasurer and all officers and employees of the City of Elk Run Heights involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any

personal investments or loans in excess of \$50,000 in or with any entity that the City of Elk Run Heights has declared as a depository or with which the City of Elk Run Heights regularly conducts investment business shall be disclosed in writing to the governing board of the City of Elk Run Heights.

SECTION 11. REPORTING

The Treasurer shall submit the City of Elk Run Heights an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

SECTION 12. INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

Adoption of the Investment Policy for the City of Elk Run Heights passed and approved this 14th day of December, 2021.

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 4021

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING THE MAXIMUM TAX DOLLARS FROM CERTAIN LEVIES FOR THE CITY'S PROPOSED FISCAL YEAR 2022/2023 BUDGET

WHEREAS, the City Council of Elk Run Heights, Iowa is preparing the annual budget for the Fiscal Year 2022/2023; and

WHEREAS, Iowa SF 634 requires a public hearing on the proposed maximum property tax dollars from certain levies where any resident or taxpayer of the City may present to the City Council objections or arguments in favor of the tax dollars before the budget is adopted and certified to the county auditor; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Elk Run Heights, Iowa, that this confirms that the city council order the publication of a notice of public hearing pertaining to proposed maximum property tax dollars from certain levies not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing.

BE IT FURTHER RESOLVED, by the Elk Run Heights City Council of the City of Elk Run Heights, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

A public hearing regarding the proposed maximum property tax dollars from certain levies Pursuant to SF 634 is hereby set for 6:00 PM on the 11th day of January 2022, at the City Hall in Elk Run Heights, Iowa. Any person who wishes to provide comments or object to the proposed maximum property tax dollars from certain levies must appear at the date and time of said hearing.

PASSED AND ADOPTED ON THIS 14TH DAY OF DECEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

UTILITY AND EMERGENCY TELEPHONE NUMBERS	
POLICE DEPARTMENT	EMERGENCY: 911
SHERIFF DEPARTMENT	NON EMERGENCY: (319) 291-2587
FIRE DEPARTMENT	EMERGENCY: 911
	NON EMERGENCY: (319) 291-4459
AMBULANCE	EMERGENCY: 911
CITY HALL	(319) 232-0020
IOWA ONE CALL	(800) 292-8989
MID-AMERICAN ENERGY - GAS	(800) 595-5325
MID-AMERICAN ENERGY - ELECTRIC	(800) 799-4443
LUMEN TECHNOLOGIES	(515) 261-7212
MEDIACOM	(319) 232-9200
WATERLOO WATER WORKS	(319) 232-6280

NOTE:
THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS,
SERIES 2021 EDITION, SHALL APPLY TO ALL CONSTRUCTION
ON THIS PROJECT UNLESS OTHERWISE NOTED.

PLANS OF IMPROVEMENTS FOR: DUBUQUE ROAD 2022 REHABILITATION PROJECT CITY OF ELK RUN HEIGHTS, IOWA

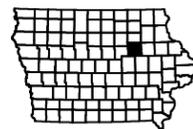
INDEX OF SHEETS	
A.01	TITLE SHEET
B.01	TYPICAL SECTIONS
B.02	MILLING DETAIL
C.01	ESTIMATED PROJECT QUANTITIES
D.01 - D.02	ROAD PLANS



LOCATION MAP

NOT TO SCALE

PLANS PREPARED FOR:
CITY OF ELK RUN HEIGHTS
5042 LAFAYETTE ROAD ELK RUN HEIGHTS, IOWA 50707
PHONE: 319-232-0020

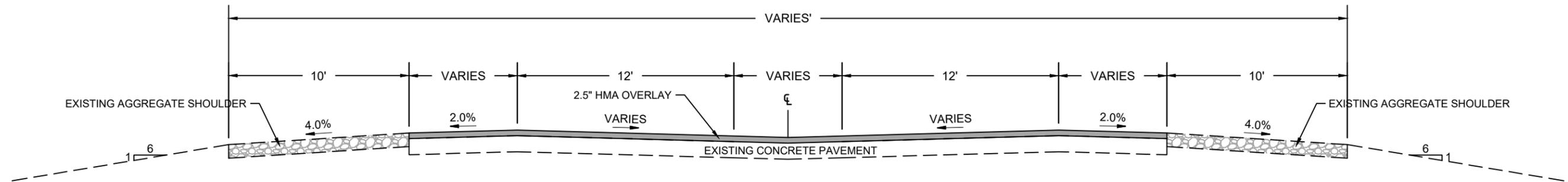


I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

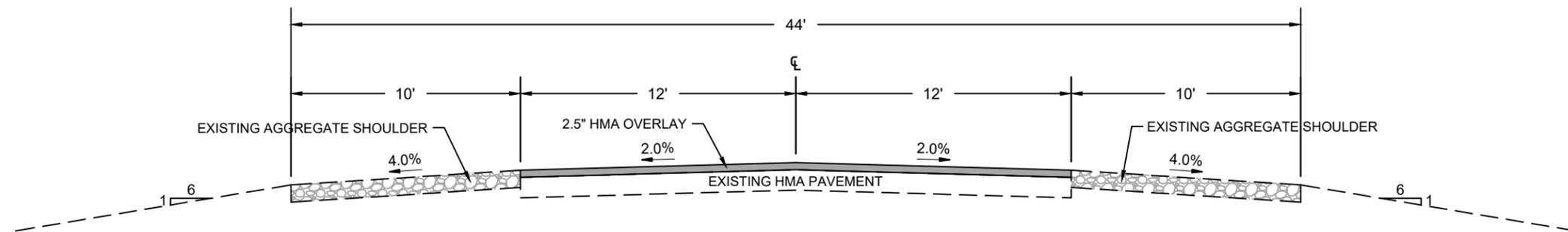
MICHAEL G. DRYDEN _____ DATE _____
 LICENSE NUMBER 11440
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: _____

PRELIMINARY



TYPICAL CROSS SECTION
 DUBUQUE ROAD
 STA 166+80.00 TO STA 171+67.68



TYPICAL CROSS SECTION
 DUBUQUE ROAD
 STA 171+67.68 TO STA 186+60.00

DRAWN BY: JMT APPROVED BY: MGD
 DATE: October 18, 11:00am
 Dubuque Rd Rehab.dwg | B.01

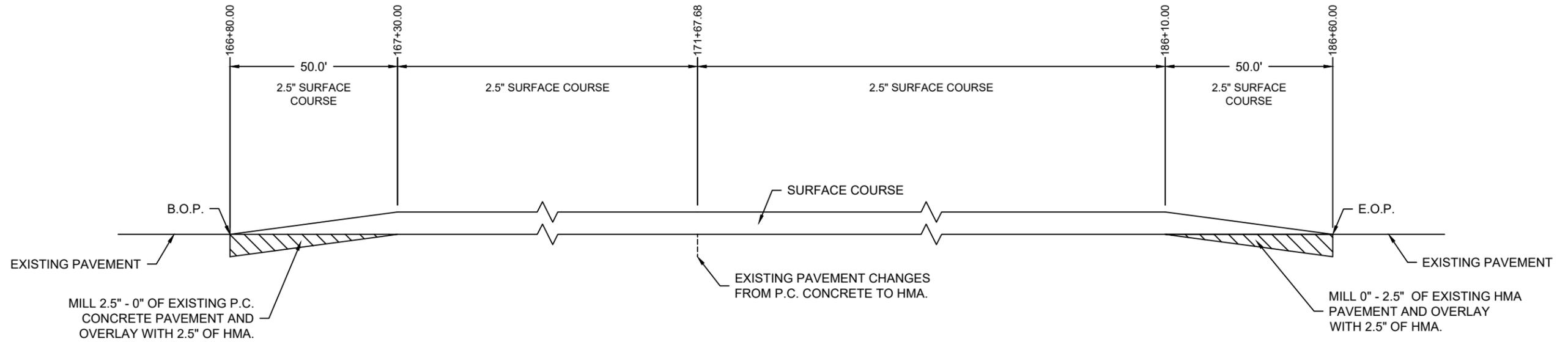
NO.	REVISION DESCRIPTION	APPROVED	DATE



DUBUQUE ROAD
 REHABILITATION PROJECT
 ELK RUN HEIGHTS, IOWA

TYPICAL SECTIONS
 WHA PROJECT NUMBER: 2171C20

SHEET NO.
B.01



**MILLING DETAIL
FOR HMA OVERLAY LONGITUDINAL
SECTION AT DUBUQUE ROAD CENTERLINE**

DRAWN BY: JMT APPROVED BY: MGD
 DATE: October 18, 11:00am
Dubuque Rd Rehab.dwg | B.02

NO.	REVISION DESCRIPTION	APPROVED	DATE



DUBUQUE ROAD
 REHABILITATION PROJECT
 ELK RUN HEIGHTS, IOWA

MILLING DETAIL
 WHA PROJECT NUMBER: 2171C20

SHEET NO.
B.02

ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	EST. QTY.
1	7021-B-0	HMA OVERLAY, 2.5"	SY	6130
2	7040-G-0	MILLING OF P.C.C. PAVEMENT	SY	260
3	7040-G-0	MILLING OF HMA PAVEMENT	SY	130
4	8020-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	37.4
5	8030-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
6	11020-A-0	MOBILIZATION	LS	1

DRAWN BY: JMT APPROVED BY: MGD
 DATE: October 18, 11:00am
Dubuque Rd Rehab.dwg | C.01

NO.	REVISION DESCRIPTION	APPROVED	DATE



DUBUQUE ROAD
 REHABILITATION PROJECT
 ELK RUN HEIGHTS, IOWA

ESTIMATED PROJECT QUANTITIES
 WHA PROJECT NUMBER: 2171C20

SHEET NO.
C.01



NOT TO SCALE



MILL 2.5" - 0" OF EXISTING P.C. CONCRETE PAVEMENT, REPLACE WITH 2.5" HMA OVERLAY. END SHALL BE TIED-IN FLUSH WITH EXISTING PAVEMENT.

STA 167+30

2.5" HMA OVERLAY

STA 171+67.68

2.5" HMA OVERLAY

BEGIN CONSTRUCTION AT STA 166+80

PAINT DCY4 PAVEMENT MARKINGS ALONG CENTERLINE AFTER OVERLAY

DRAWN BY: JMT APPROVED BY: MGD
DATE: October 18, 11:00am
Dubuque Rd Rehab.dwg | D.01

NO.	REVISION DESCRIPTION	APPROVED	DATE



DUBUQUE ROAD REHABILITATION PROJECT
ELK RUN HEIGHTS, IOWA

ROAD PLAN
WHA PROJECT NUMBER: 2171C20

SHEET NO.
D.01



NOT TO SCALE



DRAWN BY: JMT APPROVED BY: MGD
 DATE: October 18, 10:47am
Dubuque Rd Rehab.dwg | D.02

NO.	REVISION DESCRIPTION	APPROVED	DATE



DUBUQUE ROAD
 REHABILITATION PROJECT
 ELK RUN HEIGHTS, IOWA

ROAD PLAN
 WHA PROJECT NUMBER: 2171C20

SHEET NO.
D.02

Engineer's Opinion of Anticipated Construction Costs

Project: Dubuque Road 2020 Pavement Rehabilitation Project

Owner: City of Elk Run Heights, IA

Item No.	Item Code	Description	Units	Est. Qty.	Unit Price	Total Price
1	7021-B-0	HMA Overlay, 2.5"	SY	6,130	\$15.00	\$ 91,950.00
2	7040-G-0	Milling of P.C.C. Pavement	SY	260	\$12.00	\$ 3,120.00
3	7040-G-0	Milling of H.M.A. Pavement	SY	130	\$12.00	\$ 1,560.00
4	8020-B-0	Painted, Pavement Markings, Solvent/Waterborne	STA	37.4	\$150.00	\$ 5,610.00
5	8030-A-0	Temporary Traffic Control	LS	1	\$2,500.00	\$ 2,500.00
6	11020-A-0	Mobilization	LS	1	\$5,000.00	\$ 5,000.00
Subtotal						\$ 109,740.00
+10% Contingency						\$ 10,974.00
Total						\$ 120,714.00

PLANS, SPECIFICATIONS, AND
CONTRACT DOCUMENTS

Dubuque Road 2022 Rehabilitation Project

CITY OF ELK RUN HEIGHTS, IOWA

January 2021



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

625 32nd Avenue SW
Cedar Rapids, IA 52404
Phone: 319-378-1401

PLANS, SPECIFICATIONS, AND
CONTRACT DOCUMENTS

Dubuque Road 2022 Rehabilitation Project

CITY OF ELK RUN HEIGHTS, IOWA

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Professional Engineer under the laws of the State of Iowa. My License Renewal Date is 12/31/2022.

Michael G. Dryden, P.E.
Iowa License No. 11440

Date

This seal covers the entire submission unless specified below.



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Supplementary Conditions	SC-1 through SC-10
Performance Bond	PB-1 through PB-3
Payment Bond	PAY-1 through PAY-3
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Plans numbering six (6) sheets entitled “Dubuque Road 2022 Rehabilitation Project”

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Typical Sections	B.01
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NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATED COST FOR CONSTRUCTION OF THE

DUBUQUE ROAD 2022 REHABILITATION PROJECT
CITY OF ELK RUN HEIGHTS, IOWA

Notice is hereby given that at 6:00 P.M. on December 14, 2021, in the City Council Chambers, Elk Run Heights, Iowa, there will be conducted a hearing on the proposed plans, specifications, form of contract and estimated cost for construction of the DUBUQUE ROAD 2022 REHABILITATION PROJECT.

At said hearing, any interested person may file written objections to the proposed plans, specifications, contract form or estimated cost of the improvement and may be heard orally in opposition thereto.

Dated this _____ day of _____, 2021, at Elk Run Heights, Iowa.

MAYOR KRISTI LUNDY
ELK RUN HEIGHTS, IOWA

ATTEST: _____
City Clerk

PUBLISH: _____, 2021 in the Waterloo / Cedar Falls Courier.

ADVERTISEMENT FOR BIDS

BIDS DUE: January 6, 2022 at 4:00 P.M., Local Time

PROJECT: Dubuque Road 2022 Rehabilitation Project

OWNER: City of Elk Run Heights, Iowa
5042 Lafayette Road
Elk Run Heights, IA 50707-1399

ENGINEER: Willett, Hofmann and Associates, Inc.
625 32nd Avenue SW
Cedar Rapids, IA 52404

The City of Elk Run Heights, Iowa, will receive sealed bids on the forms furnished by the Engineer for a single prime contract for the construction of the Dubuque Road 2022 Rehabilitation Project.

Work under the proposed contract shall be commenced within ten (10) working days after receipt of written "NOTICE TO PROCEED" which is expected to be issued in March 2022 and shall be completed on or before June 30, 2022.

Bids will be received until 4:00 P.M., Local Time on January 6, 2022, at the City of Elk Run Heights City Hall, 5042 Lafayette Road, Elk Run Heights, Iowa 50707. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time or at such later time and place as may then be fixed. All interested parties are invited to attend.

The City of Elk Run Heights will provide, in accordance with State regulations, documentation to the Contractor stating that payment of State sales tax on materials purchased for use on this public improvement project will not be required. The Contractor shall present this documentation to material suppliers to assure sales tax is not charged to the Contractor. The Contractor shall be aware of this sales tax exemption when preparing bid documentation.

The Iowa Statewide Urban Designs and Specifications (SUDAS) Series 2021 Edition shall apply to construction work on this project. Also, select details from the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2015, plus General Supplemental Specifications; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions, shall apply to construction on this project.

Payments made to the Contractor will be based on monthly estimates in amounts equal to ninety-five percent of the contract value of the work completed. Payments will be made by the Owner from cash-on-hand from such sources as may be legally available.

There will not be a Pre-bid Conference held for this project.

Bidding documents may be examined at the office of the Engineer and at:

CMD
Document Processing Center
30 Technology Parkway S
Suite 100
Norcross, GA 30092-2912
Ph. 800 424-3996
customercare@cmdgroup.com

Master Builders of Iowa
221 Park Street
Des Moines, IA 50309
Ph. 515 288-8904
info@mbionline.com

Associated General
Contractors of Iowa
701 East Court Ave, Ste. B
Des Moines IA 50309

North Iowa Builders Exchange
9 North Federal Ave.
Mason City, IA 50401
Ph. 641-423-5334
Go to:
<http://buildingnorthiowa.com/contacts/>

Dodge Plan Room
3315 Central Ave
Hot Springs, AR 71913
Ph. 913 669-6837
Roger.davidson@construction.com

Bidders may obtain PDF copies of the bidding documents by contacting the office of the Engineer in accordance with the Instructions to Bidders.

Bidders wanting to supply materials, products and equipment, other than called for in the Bidding Documents, shall make a request for substitution in strict accordance with the Instructions to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders. The full amount of the Bid Security shall be forfeited to the Owner in liquidation of damages sustained in the event that the bidder fails to execute the contract as provided in the Bidding Documents.

No bid may be withdrawn for a period of 30 calendar days after the date of the opening.

Bidders shall be prepared to submit a performance and payment bond in the amount of 100% of the contract price and a four-year maintenance bond, conditioned on the faithful performance of the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

Iowa law provides that on public improvements a resident bidder shall be allowed preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference so allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

It is the intent of the Owner to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in the bid.

Published by order of the City Council, City of Elk Run Heights, Iowa.

By: _____

Publish: Waterloo / Cedar Falls Courier.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders that are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Ed.) have the meanings assigned to them in the General Conditions. The term "BIDDER" means one that submits a Bid directly to OWNER, as distinct from a sub-BIDDER, who submits a Bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from ENGINEER. The deposit will not be refunded.
- 2.2 Complete sets of Bidding documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of BIDDERS.

To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within five (5) days of OWNER's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

- 3.1 Contractors to list a minimum of three pavement rehabilitation projects completed in the last two years.

4. Examination of Contract Documents and Site.

- 4.1 It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate BIDDER's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
- 4.4 Before submitting a Bid, each BIDDER will, at BIDDER's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request in advance, OWNER will provide each BIDDER access to the site to conduct such explorations and tests, as each BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

4.7 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda.

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

6. Bid Security.

6.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of the five percent (5%) of the BIDDER's maximum Bid price and in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the law of the United States, or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2 The Bid security of the Successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the thirty-first (31st) day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids, which are not competitive, will be returned within ten (10) days after the Bid opening.

7. Contract Time.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

10. Subcontractors, Suppliers and other.

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful BIDDER, and any other BIDDER so requested, shall within seven (7) days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful BIDDER to submit an acceptable substitute in which case the apparent Successful BIDDER shall submit an acceptable substitute, that BIDDER's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

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, suppliers and other persons and organizations. The declining to make requested substitutions would not constitute grounds for sacrificing the Bid security of any BIDDER. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

- 10.2 In contracts where the contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful BIDDER, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such BIDDER proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.
- 10.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

11. Bid Form.

- 11.1 The Bid Form is included with the bidding documents; additional copies may be obtained from ENGINEER.
- 11.2 All blanks on the Bid Form must be completed in ink or by typewriter.
- 11.3 An electronic version of the Bid Form may be submitted in lieu of bid form completed in ink or typewritten.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.

12. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the envelope.

13. Modification and Withdrawal of Bids.

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four (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, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract documents.

14. Opening of Bids.

Bids will be opened 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.

15. Bids to Remain Open Subject to Acceptance.

All Bids will remain open subject to acceptance for twenty (20) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of contract.

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct sum.

16.2 In evaluating Bids, OWNER will consider the qualifications of the BIDDERS, whether or not 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.

16.3 OWNER may consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the contract Documents to OWNER's satisfaction within the prescribed time.

16.5 If the contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project.

16.6 If the contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Award within twenty (20) days after the day of Bid opening.

16.7 Other Factors in Bid Evaluation

- A. The OWNER may choose to award the Base Bid or Base Bid and Alternates, if any.

17. Contract Security.

Paragraph 5.1 of the General conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and payment bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, the required performance and payment bonds must accompany the agreement.

18. Signing of Agreement.

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and the attached documents to OWNER with the required bonds. Within ten (10) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. Pre-bid Conference.

There will not be a Pre-bid Conference held for this project.

20. Sales and Use Taxes.

Owner is exempt from State Sales and Use Taxes on materials and equipment to be incorporated in the work. Refer to Supplementary Conditions SC-6.15 for additional information.

21. Retainage.

Provisions concerning retainage and CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

BID FORM

PROJECT IDENTIFICATION: Dubuque Road 2022 Rehabilitation Project
City of Elk Run Heights, Iowa

CONTRACT IDENTIFICATION AND NUMBER: 2171C20

THIS BID IS SUBMITTED TO: City of Elk Run Heights, Iowa

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for twenty (20) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

Date

Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract documents.
 - (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. BIDDER will complete the Work for the unit prices contained in the UNIT PRICE SCHEDULE presented on Page 3 of this BID FORM. Quantities are not guaranteed. Final payment will be based on actual quantities, except as noted in Section 01025, Measurement and Payment.
5. BIDDER agrees that the Notice to Proceed will be issued in March 2022 and that Work will be substantially completed by June 30, 2022.
- BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of a bid bond, deposit of money, a certified check or credit share draft equal to five percent (5%) of the total bid price.
 - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
 - (c) Required BIDDER's Qualification Statement with supporting data.
7. Communications concerning this Bid shall be addressed to:
- The address of BIDDER indicated below.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
9. Contractor must submit a price for all base bid items, alternate bid items and additional bid items indicated.

SUBMITTED on January 6, 2022.

Item No.	Item Code	Description	Units	Est. Qty.	Unit Price	Total Price
1	7021-B-0	HMA Overlay, 2.5"	SY	6,130		
2	7040-G-0	Milling of P.C.C. Pavement	SY	260		
3	7040-G-0	Milling of H.M.A. Pavement	SY	130		
4	8020-B-0	Painted, Pavement Markings, Solvent/Waterborne	STA	37.4		
5	8030-A-0	Temporary Traffic Control	LS	1		
6	11020-A-0	Mobilization	LS	1		
Total						

If BIDDER is:

An Individual

By _____ (SEAL) doing business as
(Individual's Name)
_____. Business Address: _____
_____. Phone Number: _____.

A Partnership

By _____ (SEAL) _____
(Firm Name) (General Partner)
Business address: _____
Phone Number: _____

A Corporation

By _____ (Corporation Name) _____ (State of Incorporation)
By _____ (Name of Person Authorized to Sign) _____ (Title)
(Corporate Seal)
Attest _____ Business Address: _____
(Secretary) _____ Phone Number: _____

A Joint Venture

By _____ Address: _____
(Name)

By _____ Address: _____
(Name)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

TABULATION OF SUBCONTRACTORS

	Name	Address	Item Number
1.			
2.			
3.			

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Elk Run Heights, Iowa, OWNER in the penal sum of _____ dollars, (\$ _____), lawful money of the United States for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid dated January 6, 2022, for the construction of the Dubuque Road 2022 Pavement Rehabilitation Project in the City of Elk Run Heights, Iowa.

NOW, THEREFORE, if the PRINCIPAL shall not withdraw his bid within the period specified therein after opening of same, or, if no period be specified, within twenty (20) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the OWNER in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give bond within the time specified, if the PRINCIPAL shall pay the OWNER the difference between the amount specified in said bid and the amount for which the OWNER may procure the required work or supplies or both if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 2022, the name and corporate seal of each corporate party hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

NAME OF PRINCIPAL

WITNESS TO SIGNATURE

SIGNATURE OF PRINCIPAL

TITLE OF PRINCIPAL

SURETY SIGNATURES

NAME OF SURETY

SIGNATURE FOR SURETY**

** Power of Attorney authorizing this person to sign for the surety shall be attached.

AGREEMENT

THIS AGREEMENT is dated as of the eleventh (11th) day of January in the year 2022 by and between the City of Elk Run Heights, Iowa, (hereinafter called OWNER) and _____, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Dubuque Road 2022 Pavement Rehabilitation Project

This work includes, but is not limited to, the following:

- Placement of approximately 6,130 square yards of 2.5-inch thick H.M.A. Overlay

in the City of Elk Run Heights, Black Hawk County, Iowa.

There are no alternates proposed for this project.

Article 2. ENGINEER

The Project has been designed by Ament, Inc., Waterloo, Iowa who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed on or before June 30, 2022. The notice to proceed will be issued on or about March 1, 2022.

3.2 Liquidated Damages. \$100 per day.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Payment will be on the basis of lump sum or unit prices as submitted by the CONTRACTOR on January 6, 2022, consisting of five (5) pages number BF-1 through BF-5, attached hereto as Exhibit A. Contract is for Bid in the total amount of _____ dollars and _____ cents (\$_____), subject to unit price adjustment.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit applications for Payment in accordance with Article 14 of the General Conditions. ENGINEER as provided in the General Conditions will process applications for Payment.

- 5.1 Progress Payments. OWNER shall make progress payments in the amount of 95% of the value of work completed on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 20th day of each month during construction. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of 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 in the General Requirements.

Progress payments shall be submitted to the ENGINEER on or about the 5th day of each month and the ENGINEER shall submit the progress payment to the OWNER on or about the 15th day of each month.

- 5.2 Final Payment. Not less than thirty-one (31) days after final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and test of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or

furnishing of the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement (pages A-1 to A-5, inclusive).
- 8.2 Exhibits to this Agreement, Contractor's Bid (pages BF-1 to BF-5, inclusive).
- 8.3 Performance Bond and Payment Bond each consisting of three (3) pages.
- 8.4 Notice of Award.
- 8.5 General Conditions (pages GC-1 to GC-44 inclusive).
- 8.6 Supplementary Conditions (pages SC-1 to SC-10 inclusive).
- 8.7 Specifications consisting of Division 1-General Requirements and Division 2-Standard Specifications as listed in the Table of Contents of the Project Manual.
- 8.8 Plans titled Dubuque Road 2022 Pavement Rehabilitation Renovation Project, City of Elk Run Heights, Iowa.
- 8.9 Addenda number _____, inclusive.

- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (none).
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.12 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are 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 documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the eleventh (11th) day of January 2022.

OWNER: City of Elk Run Heights, Iowa

CONTRACTOR: _____

By _____

By _____

Contractor

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

City of Elk Run Heights, Iowa

5042 Lafayette Road

Elk Run Heights, Iowa 50707

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[INSERT LOGOS]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General [seal] Contractors of America

Construction Specifications Institute

[seal]

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *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 for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *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 at the Site.

43. *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 thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, 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 any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed 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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 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 paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or 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 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which 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 Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *CONTRACTOR’s Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, 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 knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified

in the General Requirements), CONTRACTOR shall submit to ENGINEER for its 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 Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by 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 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 any specified Milestones and 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 Shop Drawing and Sample 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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication,

shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not 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 ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of 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 adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR 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. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon

or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants 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; or

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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing

(with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in paragraph 4.03.A; and

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 paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or 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) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be

responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon

or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants 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; or

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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) 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.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be

resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. 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. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other 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 a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims 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.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);
6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional

insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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 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 Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss 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 peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. 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 shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall 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. All materials and equipment shall 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.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 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 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments

will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to

furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR

shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *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 a particular 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 shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear 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; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

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

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants 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 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 by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. 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. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or

6.13.A.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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, 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). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the

acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will 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 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, 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.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.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 approval; nor will any approval by ENGINEER relieve CONTRACTOR from

responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

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.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper 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.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

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 acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others;
or

8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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 performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall 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.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with

theirs. Unless otherwise provided in the Contract Documents, 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 their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

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

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *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 9.10, and 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.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. 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, subject to the provisions of paragraph 10.05.

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

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 paragraph 14.07.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 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *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 as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the 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; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any Bond to be given to a surety, 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.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant

believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on

the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

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. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as

CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including 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, and hand tools not owned by the workers, 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.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, 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 property insurance established in accordance with paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), 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 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's

capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash 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 as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the 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 costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to

reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. 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.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the

ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five 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 paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the

control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies

with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. 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, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay 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 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 OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, 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, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such 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, and 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. 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 or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and

replaced under this paragraph 13.07, 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.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay 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) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *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 rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and 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, take

possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. 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 (or Milestones) 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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: (i) 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 Documents; or (ii) that 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 to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or 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 referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subse-

quent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling OWNER to a set-off against the amount recommended; or
 - d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.
2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate

written notice (with a copy to ENGINEER) stating the reasons for such action 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, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the

time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 14.04 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.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien

could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible 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.

B. Review of Application and Acceptance

1. 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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as

required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 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 notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will 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 established under paragraph 2.07 as

adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), 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 finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds 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) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed 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.

C. 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. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of

OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for 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. for 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;

3. for 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven 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 15.03. 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, seven 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 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 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 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or 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 or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents, and 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Ed.) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

SC-1

The terms used in these Supplementary Conditions, which are defined in the General Conditions of the Construction Contract (No. 1910-8, 1996 Ed.) have the meanings assigned to them in the General Conditions.

SC-1.01

Wherever used in these Supplementary Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Working Day - Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under the control of the CONTRACTOR) will permit construction operations to proceed for not less than $\frac{3}{4}$ of a normal work day in the performance of a controlling item of work. The CONTRACTOR will be charged $\frac{1}{2}$ a working day when weather or other conditions beyond the control of the CONTRACTOR permit work for at least $\frac{1}{2}$ but less than $\frac{3}{4}$ of a working day. The CONTRACTOR will not be charged a working day when weather or other conditions beyond the control of the CONTRACTOR prevent work less than $\frac{1}{2}$ a working day.

In the event of adverse weather when work on a project is ready to be started or resumed and the CONTRACTOR is not on the project, working days will not be charged during the inclement weather period provided the CONTRACTOR starts work as soon as weather and ground conditions permit work to be started or resumed.

Working days will not be charged for Saturdays, Sundays, and legal holidays the CONTRACTOR does not work. The days counted will include Saturdays, Sundays, and legal holidays that the CONTRACTOR does work. Non-productive work that does not require inspection may be done on Saturdays with no time charged.

SC-2.02

Amend the first sentence of paragraph 2.02 to read as follows:

"OWNER shall furnish to CONTRACTOR up to three (3) copies of the Contract Documents."

and as so amended, paragraph 2.02 remains in effect.

SC-2.05.C

Amend paragraph 2.05.C of the General conditions to read as follows:

"Before any work at the site is started, CONTRACTOR shall deliver to the OWNER, with a copy to the ENGINEER, certificates (and other evidence of insurance requested by the OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Article 5."

SC-4.02

In the preparation of Drawings and Specifications, ENGINEER has relied upon:

4.02.A.1 The following reports of exploration and tests of subsurface conditions at the site of the Work:

\$1,000,000..... Each Occurrence

Property Damage:

\$500,000..... Each Occurrence

or combined single limit of \$1,000,000.

Add the following language at the end of paragraph 5.04 of the General Conditions:

"All of the above assumes that CONTRACTOR's general liability insurance is written on an "occurrence" form. If the policy is on a "claims made" form, then the CONTRACTOR shall maintain the "claims made" general liability insurance for at least four years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and annually for three years thereafter."

Each certificate of insurance provided by CONTRACTOR shall specify if general liability insurance is on either an "occurrence" or "claims made" form. The certificate shall carry an original signature by the agent for the company.

SC-5.04

The Contractual Liability required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - \$500,000.....Each Occurrence
 - \$1,000,000.....Annual Aggregate

- b. Property Damage:
 - \$500,000.....Each Occurrence
 - \$1,000,000.....Annual Aggregate

SC-5.05

The OWNER and the ENGINEER shall be named as additional insureds on the CONTRACTOR'S general liability and automobile liability policies. This shall be specifically included on the certificate of insurance. The certificate of insurance shall provide for 30 days written notice to the certificate holder if any of the described policies were canceled before the expiration date thereof.

SC-5.06

General Conditions 5.06 shall only apply to the following structures:

-NONE-

With respect to other construction, no party shall be required to purchase and maintain property insurance upon the work at the site. The risk of loss of such work will be borne by CONTRACTOR, subcontractor or others suffering any such loss. If any of them wishes property or installment insurance coverage, each may purchase and maintain it at the purchaser's own expense. If the OWNER purchases insurance in accordance with paragraph 5.06 of the General Conditions, it will be in the form of completed value.

SC-5.08

If the OWNER purchases property insurance as provided in paragraph 5.06 of the General Conditions, such insurance will be subject to a \$500.00 deductible

SC-5.09

Delete the second, third and fourth sentences of paragraph 5.09 of the General Conditions. Add the following:

"CONTRACTOR shall provide to the OWNER, with a copy to the ENGINEER, such additional information as OWNER or ENGINEER may reasonably request."

SC-6.06.C

Add the following sentence to paragraph 6.06.C of the General Conditions:

"OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular subcontractor, supplier, or other individual or entity.

SC-6.17.A

Amend the first sentence of paragraph 6.17.A of the General Conditions by striking the words "and approval".

SC-6.17.B

Amend the first sentence of paragraph 6.17.B of the General Conditions by striking the words "and approval".

SC-6.17.C

Amend paragraph 6.17.C of the General Conditions by striking the words "and approval".

SC-6.17.D.3

Amend paragraph 6.17.D.3 of the General Conditions by striking the words "and approval".

SC-6.17.E.1

Amend paragraph 6.17.E.1 of the General Conditions by striking the words "and approve" from the first sentence; and the words "and approval" from the second sentence.

SC-6.17.E.2

Amend paragraph 6.17.E.2 of the General Conditions by striking the words "and approval" from the first and second sentences.

SC-6.17.E.3

Amend paragraph 6.17.E.3 of the General Conditions by striking the words "and approval".

SC-7.03

Add the following new paragraph immediately after paragraph GC-7.02:

SC-7.03 Claims Between Contractors

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

- B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the construction coordinator on account of any such damage or Claim.
- C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or construction coordinator for activities that are their respective responsibilities.

SC-9.03

Add the following language at the end of paragraph 9.03 of the General Conditions.

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

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishings of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

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

approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples, which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring Shop Drawing or sample if ENGINEER has not approved the submittal.
5. Review of Work, Rejection of Defective Work, Inspection and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Verify that tests, equipment and systems start-ups and operating and maintenance training that are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued to ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTOR's, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and samples submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommended to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority of the Resident Project Representative:

1. Shall not authorize any deviations from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assumed control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER."

SC-10.05.A

Amend paragraph 10.05.A of the General Conditions by changing the time limitation in the second sentence from 30 days to 10 days. In the second sentence, change the time limitations for delivery of notice of the amount of the claim with supporting data from 60 days to 30 days.

SC-10.05.B.2

Amend paragraph 10.05.B.2 of the General Conditions by changing the time limitations from 30 days to 10 days and changing the time limitation for institution of a formal proceeding from 60 days to 30 days.

SC-11.03.C

Paragraph 11.03.C of the General Conditions is hereby deleted in its entirety and the following is substituted in its place:

- "C. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
1. If the total cost of a particular item of Unit Price Work amounts to 25% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and
 2. If there is no corresponding adjustment with respect to any other item of Work; and
 3. If CONTRACTOR believes that it has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment to the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed."

SC-13.03.D

Add the following language at the end of paragraph 13.03.D of the General Conditions:

"Inspectors of testing laboratories to be utilized on the Project shall be subject to the approval of the OWNER and ENGINEER".

SC-13.10

Add the following new paragraph immediately after paragraph 13.09 of the General Conditions:

SC-13-10 Maintenance Bond

The CONTRACTOR will be required to provide the OWNER with a Maintenance Bond.

SC-14.05

Partial utilization by the OWNER, as allowed in paragraph 14.05 of the General Conditions will not affect the effective date of the Maintenance Bond to be provided per SC-13.10.

SC-14.07.A.2

Amend paragraph 14.07.A.2 of the General Conditions to read as follows:

"The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, and other such data and schedules as ENGINEER may reasonably require, together with

complete and legally effective releases or waivers (satisfactory to the OWNER) of all Liens arising out of or filed in connection with the Work".

In addition, add the following at the end of paragraph 14.07.A.2 of the General Conditions:

"It is anticipated that the CONTRACTOR will, as a minimum, be required to provide the following documentation with his request for final payment:

1. Certificate of Substantial Completion.
2. Contractors Certificate and Release.
3. Lien waivers as outlined above.
4. Sales Tax reimbursement forms.

SC-14.07.C

Modify paragraph 14.07.C of the General Conditions to read as follows:

"Thirty-one days after final acceptance of the Work by the OWNER, and with the ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR."

SC-16

Article 16 is deleted from the General Conditions.

XXX END OF SUPPLEMENTART CONDITIONS XX

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Principal Place

SURETY (Name and Address of
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. 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:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the OWNER refuses the payment tendered 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.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. 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 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this 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 shall be instituted within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed

incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of 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 Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Principal Place

SURETY (Name and Address of
of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the 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 Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, 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 shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes there to.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENCY or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we _____, of _____, as PRINCIPAL, and _____, a corporation duly organized and incorporated under the laws of the State of Iowa and having its principal place of business at _____, as SURETY, are held and firmly bound unto the City of Elk Run Heights, Iowa, (OWNER) in the penal sum of \$_____ lawful money of the United States for payment of which well and truly to be made at the office of the OWNER, we jointly and severally firmly bind ourselves, our heirs, and legal representatives by these presents.

The condition of this obligation is such that whereas this above bounded principal did enter into a contract with the OWNER bearing date of the _____ day of _____, 2022 for the construction of the following improvements:

Dubuque Road 2022 Rehabilitation Project

WHEREAS, the work required by said contract has now been completed and accepted by OWNER; and

WHEREAS, the contract so executed by and between the above named PRINCIPAL and said OWNER is conditioned in part as follows:

The CONTRACTOR shall maintain all work done hereunder in good order for a period of two (2) years, from and after the date the same shall be accepted by the OWNER, which maintenance shall be without expense to the OWNER. In the event of failure or default of said CONTRACTOR to remedy any or all defects appearing in said work within the aforementioned period of years from the date of acceptance by the OWNER, after having been given ten (10) days notice to do so by registered letter deposited in the United States Post Office addressed to said CONTRACTOR at the address herein given, then the OWNER may proceed to remedy such defects, and the cost and expenses thereof may be recovered from said CONTRACTOR and the sureties on his maintenance bond, by action brought in any court of competent jurisdiction, but such suit may always be brought in the District Court of the county in which the work or any part thereof under this contract was done. Said CONTRACTOR shall give notice to the OWNER by registered letter directed to the OWNER, not more than four (4) months and not less than three (3) months prior to the expiration of the term during which said CONTRACTOR is required to maintain said improvement in good repair by the terms of this contract, and the liability of said CONTRACTOR and the sureties on his bond for the faithful performance thereof shall continue until three (3) months after such notice has been given to said OWNER, unless the period of maintenance shall be greater or extend longer than such three (3) months, in which event the liability of said CONTRACTOR shall continue to the full expiration of such period.

NOW THEREFORE, if the above named PRINCIPAL named as CONTRACTOR in said contract above referred to, shall well and truly carry out and perform all requirements of said contract, regarding the maintenance and repairs of said improvement for the aforementioned period of years, from and after the date the same was accepted by the OWNER and until the liability as specified in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

The signers hereof further agree that in case of suit, brought for any sum due under the provisions of this instrument, a reasonable attorney fee for plaintiff's attorney, as provided by the laws of the State of Iowa shall be taxed as part of the costs of suit.

IN WITNESS WHEREOF, the said obligors have caused this instrument to be executed this _____ day of _____, 2022.

WITNESS

PRINCIPAL:

BY:
TITLE:

WITNESS

SURETY:

BY:

SECTION 01025
MEASUREMENT AND PAYMENT

Technical specifications for this project consist of the attached technical specifications and the Iowa Statewide Urban Designs and Specifications (SUDAS). Also select details from the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series of 2015, plus general supplemental specifications; developmental specifications and special provisions shall also apply to construction on this project where appropriate.

Data listed below is for informational purposes only and shall not constitute a basis for extra work:

1. **7021-B-0, HMA Overlay, 2.5”**
 - A. Measurement: Measurement will be in square yards for each different thickness of HMA overlay. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement area.
 - B. Payment: Payment will be at the unit price per square yard for each thickness of HMA overlay.
 - C. Includes: Unit price includes, but is not limited to, asphalt mix with asphalt binder, tack coat, construction zone protection, and quality control.
2. **7040-G-0, Milling of P.C.C. Pavement**
 - A. Measurement: Measurement will be in square yards for the area of milling.
 - B. Payment: Payment will be made at the unit price per square yard of milling.
 - C. Includes: Unit price includes, but is not limited to, milling pavement; furnishing water; and salvaging, stockpiling, and removing cuttings and debris.
3. **7040-G-0, Milling of HMA Pavement**
 - A. Measurement: Measurement will be in square yards for the area of milling.
 - B. Payment: Payment will be made at the unit price per square yard of milling.
 - C. Includes: Unit price includes, but is not limited to, milling pavement; furnishing water; and salvaging, stockpiling, and removing cuttings and debris.
4. **8020-B-0, Painted Pavement Markings, Solvent/Waterborne**
 - A. Measurement: Each type of painted pavement marking will be measured in stations.
 - B. Payment: Payment will be made at the unit price for each type of painted pavement marking.
 - C. Includes: Unit price includes, but is not limited to, reflectorizing spheres, layout, surface preparation, and application of marking paint.
5. **8030-A-0, Temporary Traffic Control**
 - A. Measurement: Lump sum item; no measurement will be made.
 - B. Payment: Payment will be at the lump sum price for temporary traffic control. Proportional payments will be made equal to the percentage of the dollar amount paid on the original contract amount.
 - C. Includes: Lump sum price includes, but is not limited to, installation, maintenance, and removal of temporary traffic control; total roadway closures with installation and removal of detour signing as shown in the contract documents; removal and reinstallation or covering of permanent traffic control devices that conflict with the temporary traffic control plan; monitoring and documenting traffic control conditions;

and flaggers. When required in the contract documents, the following are also included in traffic control unless a separate bid item is provided: portable dynamic message signs, temporary barrier rail, temporary flood lighting, and pilot cars.

6. **11020-A-0, Mobilization**

A. Measurement: Lump sum item; no measurement will be made.

B. Payment:

- 1) When 5% of the original contract amount has been completed, 25% of the contract price for mobilization will be paid.
- 2) When 10% of the original contract amount has been completed, 50% of the contract price for mobilization will be paid.
- 3) When 50% of the original contract amount has been completed, 100% of the contract price for mobilization will be paid.

C. Includes: The unit price for mobilization may include the following.

- 1) The movement of personnel, equipment, and supplies to the project site.
- 2) The establishment of offices, buildings, and other facilities necessary for the project.
- 3) Bonding, permits, or other expenses incurred prior to construction.

XXXXX END OF SECTION 01025 XXXXX