



**IMU BOARD OF TRUSTEES OF THE ELECTRIC,
WATER AND COMMUNICATIONS UTILITIES**

August 26, 2024

5:30 PM

IMU Boardroom

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. Consent Agenda**
 - A. Approval of Claims
 - B. Approval of Minutes of the prior meetings
 - C. Approval of June 2024 Financial Report
 - D. Resolution Approving Pay App 4 to Miller Electric for the Downtown Underground Conversion Project, South Alley Premise Wiring Project
 - E. Resolution Approving Pay App 9 to Petrotech for the Turbine 8 Control Project
- 5. Electric Utility Action Items**
 - A. Resolution Setting Public Hearing and Letting: Downtown Underground Conversion Project, West Alley Premise Wiring Modification
 - B. Consideration of authorization of a handwritten warrant to Iowa Realty in the amount of \$10,000
- 6. Electric Utility Informational Items**
- 7. Water Utility Action Items**
 - A. Authorization for Warren Water District to serve a customer within their territory upon proper notice to IMU since the customer is within 2 miles of the IMU territory, located at 9391 110th Ave
 - B. Authorization for Warren Water District to serve a customer within their territory upon proper notice to IMU since the customer is within 2 miles of the IMU territory, located at 9185 110th Ave
- 8. Water Utility Informational Items**
- 9. Communications Utility Action Items**
 - A. Resolution Setting Public Hearing and Letting Dates For the Fiber 2024-2025 - NOFA7-Phase 3 -RSNo14 Project
- 10. Communications Utility Informational Items**

- 11. Combined Electric, Water and Communications Action Items**
 - A. Consideration of the approval of an agreement with IMPACT to administer the Iowa Low-Income Home Energy Assistance Program (LIHEAP)
- 12. Combined Electric, Water and Communications Informational Items**
- 13. Other Business**
- 14. Adjourn**

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: August 26, 2024
Subject: Approval of Claims

Recommendation:

Attachments:

1. 081324 AP Check Preview
2. 082724 AP Check Preview

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, August 8, 2024
1:41:04 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
Account To Be Paid From		0000-10120-999								
ACCO UNLIMITED CORP. - VEND-2810										
7/11/2024	ACCO Liquid Chlorinating Solution	Open Terms	2,586.00	0.00	0.00	2,586.00	2,586.00	0244663-IN	BL-13952	
7/23/2024	ACCO Liquid Chlorinating Solution	Open Terms	1,488.44	0.00	0.00	1,488.44	1,488.44	0245165-IN	BL-13951	
							4,074.44	4,074.44		
AUTOMATIC SYSTEMS CO. - VEND-51495										
7/30/2024	High Service Pump #2 VFD Replacement	Open Terms	44,253.00	0.00	0.00	44,253.00	44,253.00	041941	BL-13994	
							44,253.00	44,253.00		
Avesis Third Party Administrators Inc - VEND-1108										
8/31/2024	0824 Vision	Net 30	464.72	0.00	15.00	464.72	464.72	3119779	BL-13953	
							464.72	464.72		
Bally Sports Midwest - VEND-1222										
8/24/2024	0724 Expanded Basic	Net 30	4,760.64	0.00	15.00	4,760.64	4,760.64	W11033	BL-13995	
							4,760.64	4,760.64		
Beck Electric - VEND-1027										
8/26/2024	Electrial Work	Net 30	500.00	0.00	15.00	500.00	500.00	26158	BL-13954	
							500.00	500.00		
Big Ten Network - VEND-1096										
8/30/2024	0724 BTN - Core Exp Basic	Net 30	1,949.67	0.00	15.00	1,949.67	1,949.67	320614	BL-13996	
							1,949.67	1,949.67		
Border States Industries Inc - VEND-1070										
8/14/2024	THHN Wire	Net 30	499.44	0.00	15.00	499.44	499.44	928697016	BL-13997	
							499.44	499.44		
BRAND, JUSTIN - VEND-100310										
8/2/2024	0824 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Aug-24	BL-13965	
							75.00	75.00		
Brenan Baker - VEND-1411										
8/31/2024	0824 Mobile Device Allowance	Net 30	25.00	0.00	15.00	25.00	25.00	Aug-24	BL-13959	
							25.00	25.00		
Bridgewell Resources LLC - VEND-1422										

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1:41:04 PM

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	8/10/2024	Wood Poles	Net 30	10,329.78	0.00	15.00	10,329.78	10,329.78	0259923401	BL-13998
							10,329.78	10,329.78		
Calix Inc - VEND-1028										
	8/1/2024	ONT - 717GE	Net 30	4,452.21	0.00	15.00	4,452.21	4,452.21	360173	BL-13975
	8/10/2024	ROUTER - GS4220E	Net 30	4,769.68	0.00	15.00	4,769.68	4,769.68	360769	BL-13966
	8/11/2024	ONT - GS4227W & SFP - ONT SFP GPON	Net 30	43,754.54	0.00	15.00	43,754.54	43,754.54	360885	BL-13967
	9/1/2024	0824 Calix Service Cloud	Net 30	2,949.99	0.00	15.00	2,949.99	2,949.99	7024622	BL-13968
							55,926.42	55,926.42		
Cedar Falls Utilities - VEND-1045										
	7/31/2024	0624 Labor & Rack Space 28E Agreement (IP	Net 30	5,326.78	0.00	15.00	5,326.78	5,326.78	93594	BL-13969
	8/31/2024	0724 Labor & Rack Space 28E Agreement (IP	Net 30	5,302.98	0.00	15.00	5,302.98	5,302.98	93646	BL-13970
							10,629.76	10,629.76		
Cintas Corporation - VEND-1007										
	4/19/2024	First Aid Supplies - EL	Net 30	47.29	0.00	15.00	47.29	47.29	5202921648	BL-14108
	5/17/2024	First Aid Supplies - EL	Net 30	70.54	0.00	15.00	70.54	70.54	5207218390	BL-14110
	6/13/2024	Adult Defib Pads - WA	Net 30	118.66	0.00	15.00	118.66	118.66	5211444150	BL-13976
	6/15/2024	First Aid Supplies - EL	Net 30	521.09	0.00	15.00	521.09	521.09	5211875849	BL-14111
	6/20/2024	First Aid Supplies - EL	Net 30	79.87	0.00	15.00	79.87	79.87	5198732712	BL-14107
							837.45	837.45		
City Of Indianola - VEND-1008 - BL-13977										
	8/31/2024	0824 Professional Services	Net 30	9,407.91	0.00	15.00	9,407.91	9,407.91	3348	BL-13977
							9,407.91	9,407.91		
Consortia Consulting - VEND-1009										
	8/23/2024	0624 Consulting	Net 30	1,125.00	0.00	15.00	1,125.00	1,125.00	26279	BL-13978
							1,125.00	1,125.00		
CORE & MAIN - VEND-102636										
	7/24/2024	Lab Supplies	Open Terms	623.89	0.00	0.00	623.89	623.89	INV0008727	BL-13981
	7/30/2024	Red Indicator Solution	Open Terms	29.45	0.00	0.00	29.45	29.45	INV0008886	BL-13979
	8/3/2024	Hach 3 Hardness Reagent	Open Terms	83.15	0.00	0.00	83.15	83.15	INV0009031	BL-13980
							736.49	736.49		
CROSSROADS MOBILE MAINTENANCE - VEND-102507										
	7/26/2024	Unit 6 Repairs	Open Terms	278.95	0.00	0.00	278.95	278.95	202S4275	BL-13999
							278.95	278.95		

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DES PLANQUES, CHRIS - VEND-101766										
	8/2/2024	0824 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Aug-24	BL-13963
							75.00	75.00		
Doug Pagel - VEND-1283										
	8/31/2024	0824 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Aug-24	BL-13964
							75.00	75.00		
Doug Shull - VEND-1105										
	8/31/2024	0824 Treasurer Contract	Net 30	83.34	0.00	15.00	83.34	83.34	Aug 24	BL-13982
							83.34	83.34		
Dust Pros Janitorial - VEND-1011										
	8/14/2024	Cleaning Supplies - EL	Net 30	119.04	0.00	15.00	119.04	119.04	3082	BL-14000
							119.04	119.04		
Dylan Michelsen - VEND-1180										
	8/31/2024	0824 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Aug-24	BL-13958
							75.00	75.00		
Elisha Brown - VEND-1209										
	8/31/2024	0824 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Aug-24	BL-13962
							75.00	75.00		
Employee & Family Resources - VEND-1137										
	8/14/2024	FY25 Services	Net 30	943.00	0.00	15.00	943.00	943.00	615-8603	BL-13983
							943.00	943.00		
Fuse Technic LLC - VEND-1012										
	8/31/2024	Troubleshooting	Net 30	350.00	0.00	15.00	350.00	350.00	FT20240801004	BL-13985
							350.00	350.00		
Gradient9 - VEND-1392										
	8/21/2024	0724 Monthly Newsletter/Website	Net 30	2,310.00	0.00	15.00	2,310.00	2,310.00	INV-5024	BL-13986
							2,310.00	2,310.00		
GRAYBAR - VEND-19900										
	6/28/2024		Open Terms	2,423.57	0.00	0.00	2,423.57	2,423.57	9337845070	BL-13988
							2,423.57	2,423.57		

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1:41:04 PM

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GRAYMONT WESTERN LIME INC - VEND-101387										
	7/18/2024	High Calcium Quicklime	Open Terms	5,999.20	0.00	0.00	5,999.20	5,999.20	14-195033 RI	BL-13989
							5,999.20	5,999.20		
Hearst Television Inc - VEND-1131										
	9/6/2024	0724 KCCI	Net 30	7,284.62	0.00	15.00	7,284.62	7,284.62	576526	BL-14001
							7,284.62	7,284.62		
HPI, LLC - VEND-1409										
	8/28/2024	Turbine 8 Repairs	Net 30	327,717.78	0.00	15.00	327,717.78	327,717.78	24-7031-32	BL-13993
							327,717.78	327,717.78		
ImOn Communications LLC - VEND-1072										
	8/30/2024	0724 Regulatory & Billing	Net 30	7,587.49	0.00	15.00	7,587.49	7,587.49	INV0033880	BL-14002
							7,587.49	7,587.49		
IMU - VEND-8629										
	8/2/2024	Utilities - WA	Open Terms	17,518.89	0.00	0.00	17,518.89	17,518.89	10398311	BL-14003
	8/2/2024	Utilities - Fiber	Open Terms	1,773.03	0.00	0.00	1,773.03	1,773.03	10394616	BL-14004
	8/2/2024	Utilities - EL	Open Terms	1,415.01	0.00	0.00	1,415.01	1,415.01	10393914	BL-14005
	8/2/2024	Utilities - Util Svcs	Open Terms	279.72	0.00	0.00	279.72	279.72	10395958	BL-14006
							20,986.65	20,986.65		
IMWCA - VEND-1130										
	8/31/2024	Premiums - Installment 2	Net 30	2,078.00	0.00	15.00	2,078.00	2,078.00	INV91071	BL-14007
							2,078.00	2,078.00		
Independent Advocate - VEND-1136										
	8/29/2024	Print & Digital Ad - July 2024	Net 30	1,100.00	0.00	15.00	1,100.00	1,100.00	5323	BL-14009
	8/31/2024	BOT Meeting/Publication Report 7.23.24	Net 30	360.24	0.00	15.00	360.24	360.24	5383	BL-14008
							1,460.24	1,460.24		
Indianola Athletic Department - VEND-1258										
	8/21/2024	Commerical, In-Game Element, Scrolling Ad	Net 30	3,000.00	0.00	15.00	3,000.00	3,000.00	2024-12	BL-14011
							3,000.00	3,000.00		
Infomax Office Systems Inc - VEND-1013										
	8/14/2024	0724 Copier Contract	Net 30	744.43	0.00	15.00	744.43	744.43	36999317	BL-14010
							744.43	744.43		

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Innovative Systems - VEND-1048										
	7/19/2024	User Conference - Utility Services	Net 30	499.00	0.00	15.00	499.00	499.00	INV-18600	BL-14013
	8/31/2024	August Elation Maint Fee	Net 30	12,761.71	0.00	15.00	12,761.71	12,761.71	INV-19459	BL-14014
	9/5/2024	0824 Utility Bills - Printing & Postage	Net 30	6,881.45	0.00	15.00	6,881.45	6,881.45	INV-19610	BL-14012
							20,142.16	20,142.16		
Internal Revenue Service - VEND-1307										
	8/18/2024	941 Income Tax Payable	Net 30	31,262.44	0.00	15.00	31,262.44	31,262.44	071924 Payroll	BL-14015
	9/1/2024	941 Income Tax Payable - 080224	Net 30	30,526.40	0.00	15.00	30,526.40	30,526.40	080224 Payroll	BL-14016
							61,788.84	61,788.84		
Iowa Association Of Municipal Utilities - VEND-1014										
	8/30/2024	2024-2025 MunEEBuck\$ Rebate Portal	Net 30	1,000.00	0.00	15.00	1,000.00	1,000.00	31133	BL-14017
							1,000.00	1,000.00		
Iowa Department Of Human Services - VEND-1310										
	8/18/2024	Garnishment Payable - 071924 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	071924 Payroll	BL-14018
	9/1/2024	Garnishment Payable - 080224 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	080224 Payroll	BL-14019
							1,446.46	1,446.46		
Iowa Department of Inspections, Appeals, Licensing - VEND-1428										
	8/28/2024	Annual Boiler Inspection	Net 30	135.00	0.00	15.00	135.00	135.00	194701	BL-14113
							135.00	135.00		
Iowa Department Of Revenue - VEND-1117										
	8/18/2024	IA Income Tax Payable - 071924 Payroll	Net 30	4,896.91	0.00	15.00	4,896.91	4,896.91	071924 Payroll	BL-14020
	8/30/2024	July 2024 Use Tax	Net 30	219.39	0.00	15.00	219.39	219.39	July 2024 Use Tax	BL-14021
	8/31/2024	Sales Tax Billed - 8.1.24	Net 30	52,992.65	0.00	15.00	52,992.65	52,992.65	Aug Sales Tax Billed	BL-14022
	9/1/2024	IA Income Tax Payable - 080224 Payroll	Net 30	4,768.38	0.00	15.00	4,768.38	4,768.38	080224 Payroll	BL-14023
							62,877.33	62,877.33		
Iowa One Call - VEND-1015										
	8/17/2024	0624 Locates - EL	Net 30	202.50	0.00	15.00	202.50	202.50	262646	BL-14024
	8/17/2024	0624 Locates - Fiber	Net 30	234.00	0.00	15.00	234.00	234.00	263776	BL-14025
	8/17/2024	0624 Locates - WA	Net 30	217.80	0.00	15.00	217.80	217.80	263777	BL-14026
							654.30	654.30		
Iowa Utilities Board - VEND-1016										
	8/25/2024	Docket RE-0704 OCA Labor	Net 30	29.50	0.00	15.00	29.50	29.50	62667	BL-14027

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							29.50	29.50		
IPERS - VEND-1309										
8/30/2024	0724	Ipers Payable	Net 30	39,581.96	0.00	15.00	39,581.96	39,581.96	July 2024	BL-14028
							39,581.96	39,581.96		
Irby - VEND-1259										
8/2/2024		Wiring Harnesses	Net 30	143.38	0.00	15.00	143.38	143.38	S013995101.001	BL-14029
							143.38	143.38		
Jess' Lock & Key - VEND-1088										
8/16/2024		Master Key Lock	Net 30	110.00	0.00	15.00	110.00	110.00	719889	BL-14030
							110.00	110.00		
KELLER'S GARAGE - VEND-102525										
7/13/2024		Oil Change - 2020 Ram 2500	Open Terms	176.19	0.00	0.00	176.19	176.19	4974	BL-14031
							176.19	176.19		
KNIA/KRLS - VEND-1090										
8/27/2024	0724	:30 Spot Hometown Values	Net 30	691.20	0.00	15.00	691.20	691.20	24070600	BL-14032
8/27/2024	0724	Sports Stream Spot	Net 30	60.72	0.00	15.00	60.72	60.72	24070601	BL-14033
							751.92	751.92		
Kurt Gocken - VEND-1023										
8/31/2024	0824	Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Aug 24	BL-13955
							75.00	75.00		
Kurt Ripperger - VEND-1025										
8/31/2024	0824	Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Aug-24	BL-13956
							75.00	75.00		
LOGAN CONTRACTORS SUPPLY INC. - VEND-32620										
7/19/2024		Square Project - Concrete Blade	Open Terms	322.00	0.00	0.00	322.00	322.00	E10585	BL-14034
7/26/2024		Downtown Project Materials	Open Terms	753.39	0.00	0.00	753.39	753.39	E13407 & E13706	BL-14035
							1,075.39	1,075.39		
LONGER, CHRIS - VEND-34025										
8/2/2024	0824	Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Aug-24	BL-13960
							75.00	75.00		
Marquee Sports Network - VEND-1165										

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	8/23/2024	0724 Expanded Basic	Net 30	3,145.85	0.00	15.00	3,145.85	3,145.85	July 2024	BL-14038
							3,145.85	3,145.85		
MB Construction LLC - VEND-1418										
	7/5/2024	Southeast Streetscape Water Main Extension	Net 30	58,843.00	0.00	15.00	58,843.00	58,843.00	Pay Estimate No 1	BL-14036
	8/16/2024	Southeast Streetscape Water Main Extension	Net 30	65,042.04	0.00	15.00	65,042.04	65,042.04	Pay Estimate No 2	BL-14037
							123,885.04	123,885.04		
METCALF, MIKE - VEND-34230										
	8/2/2024	0824 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Aug-24	BL-13961
							75.00	75.00		
Microbac Laboratories Inc - VEND-1421										
	8/28/2024	Lab Supplies	Net 30	298.00	0.00	15.00	298.00	298.00	NT2407169	BL-14039
	9/1/2024	Nitrogen	Net 30	43.26	0.00	15.00	43.26	43.26	NT2407539	BL-14040
							341.26	341.26		
Mid American Energy Co - VEND-1018										
	8/11/2024	EL - 11634 R63 Hwy	Net 30	10.00	0.00	15.00	10.00	10.00	555338909	BL-14047
	8/17/2024	Gas - 111 S Buxton St	Net 30	62.75	0.00	15.00	62.75	62.75	555583597	BL-14042
	8/18/2024	Gas - 210 W 2nd Ave	Net 30	13.17	0.00	15.00	13.17	13.17	555663006	BL-14043
	8/18/2024	Gas - 1300 E Iowa Ave Bldg A	Net 30	25.33	0.00	15.00	25.33	25.33	555625390	BL-14045
	8/18/2024	Gas - 1300 E Iowa Ave Bldg B	Net 30	13.17	0.00	15.00	13.17	13.17	555615307	BL-14046
	8/18/2024	Gas - 110 S B St	Net 30	15.23	0.00	15.00	15.23	15.23	555642403	BL-14041
	8/21/2024	Gas - 909 E Hillcrest Ave, Generator	Net 30	13.17	0.00	15.00	13.17	13.17	555691506	BL-14044
							152.82	152.82		
Midwest Alarm Services - VEND-1116										
	8/24/2024	Smoke Detector Failure and Replacement	Net 30	1,031.48	0.00	15.00	1,031.48	1,031.48	460732	BL-14048
							1,031.48	1,031.48		
Mission Square - VEND-1303										
	8/18/2024	457 Payable - 071924 Payroll	Net 30	6,631.26	0.00	15.00	6,631.26	6,631.26	071924 Payroll	BL-14051
	9/1/2024	457 Payable - 080224 Payroll	Net 30	6,551.16	0.00	15.00	6,551.16	6,551.16	080224 Payroll	BL-14052
							13,182.42	13,182.42		
MSC - VEND-1250										
	8/7/2024	Safety Glasses, Gloves, Duct Tape	Net 30	726.97	0.00	15.00	726.97	726.97	88321288	BL-14049
	8/8/2024	Glass Cleaner and Penetrating Solvent	Net 30	99.66	0.00	15.00	99.66	99.66	88321298	BL-14050

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Mutual Of Omaha - VEND-1107										
	8/31/2024	0824 Premiums	Net 30	6,208.66	0.00	15.00	6,208.66	6,208.66	0824	BL-14053
							6,208.66	6,208.66		
Natalie Gordon - VEND-1141 - BL-13950										
	8/5/2024	Credit Refund	Net 30	65.36	0.00	0.00	65.36	65.36	00027753-6	BL-13950
							65.36	65.36		
National Cable Television Cooperative, Inc. - VEND-1095										
	8/28/2024	0724 Cable Programming	Net 30	59,245.25	0.00	15.00	59,245.25	59,245.25	24070587	BL-14054
							59,245.25	59,245.25		
NewCom Technologies, Inc - VEND-1091										
	9/4/2024	NOFA Southern Project	Net 30	32,447.71	0.00	15.00	32,447.71	32,447.71	50879	BL-14055
							32,447.71	32,447.71		
Nexstar Broadcasting, Inc - VEND-1092										
	8/31/2024	0724 NewsNation	Net 30	407.16	0.00	15.00	407.16	407.16	578057	BL-14056
	8/31/2024	0724 Nexstar - WHO	Net 30	9,078.02	0.00	15.00	9,078.02	9,078.02	577862	BL-14057
							9,485.18	9,485.18		
Norwalk Ready Mix Concrete, Inc. - VEND-1119										
	8/10/2024	Square Project Concrete	Net 30	3,901.26	0.00	15.00	3,901.26	3,901.26	350469	BL-14059
	8/11/2024	Square Project Concrete	Net 30	1,895.63	0.00	15.00	1,895.63	1,895.63	350586	BL-14060
	8/22/2024	Square Project Concrete	Net 30	2,837.28	0.00	15.00	2,837.28	2,837.28	351385	BL-14058
							8,634.17	8,634.17		
PETTY CASH-GEN MGR UTIL - VEND-42088										
	7/23/2024	Restore Petty Cash	Open Terms	143.00	0.00	0.00	143.00	143.00	Petty Cash	BL-14061
							143.00	143.00		
PIERCE BROTHERS REPAIR - VEND-42410										
	7/20/2024	Repair Work	Open Terms	328.48	0.00	0.00	328.48	328.48	June 2024	BL-14062
							328.48	328.48		
Power & Tel - VEND-1037										
	8/15/2024	Silicone Sealant	Net 30	171.89	0.00	15.00	171.89	171.89	7960814-00	BL-14112
	8/25/2024	7 PIN TO BARREL CONN POWER CORD	Net 30	387.45	0.00	15.00	387.45	387.45	7968592-00	BL-14063

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, August 8, 2024
1:41:04 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
	8/28/2024	Tray/Closure - FOSCACC	Net 30	2,648.02	0.00	15.00	2,648.02	2,648.02	7970249-00	BL-14064
	8/28/2024	MICRO BATTERY BACKUP - UPS	Net 30	3,893.84	0.00	15.00	3,893.84	3,893.84	7968658-00	BL-14066
	8/29/2024	CONN - RG59	Net 30	189.81	0.00	15.00	189.81	189.81	7968041-00	BL-14065
							7,291.01	7,291.01		
Quality Pest Control - VEND-1087										
	9/1/2024	Pest Control - Util Svcs	Net 30	35.00	0.00	15.00	35.00	35.00	73145	BL-14067
	9/1/2024	Pest Control - Fiber	Net 30	26.75	0.00	15.00	26.75	26.75	73142	BL-14068
	9/1/2024	Pest Control - EL	Net 30	21.40	0.00	15.00	21.40	21.40	73143	BL-14069
							83.15	83.15		
RESCO - VEND-47234										
	7/4/2024	VT Pack	Open Terms	1,431.18	0.00	0.00	1,431.18	1,431.18	3039229	BL-14071
	7/25/2024	Transformers	Open Terms	98,653.30	0.00	0.00	98,653.30	98,653.30	3041437	BL-14070
							100,084.48	100,084.48		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										
	7/17/2024	High Voltage Glove Testing	Open Terms	745.16	0.00	0.00	745.16	745.16	278931	BL-14072
							745.16	745.16		
Skye McBroom - VEND-1026										
	8/31/2024	0824 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Aug-24	BL-13957
							75.00	75.00		
STATE HYGIENIC LABORATORY - VEND-23245										
	8/1/2024	Testing	Open Terms	217.50	0.00	0.00	217.50	217.50	283517	BL-14073
							217.50	217.50		
STEINMETZ CORPORATION - VEND-102616										
	8/1/2024	Turbine 8 Controls Project	Open Terms	7,230.00	0.00	0.00	7,230.00	7,230.00	10451	BL-14074
							7,230.00	7,230.00		
STERNQUIST CONST. INC. - VEND-50360										
	7/24/2024	Square Project - Rock	Open Terms	99.11	0.00	0.00	99.11	99.11	3276	BL-14075
	8/7/2024	Crushed Concrete Hillcrest & Square Project	Open Terms	345.73	0.00	0.00	345.73	345.73	3303	BL-14076
							444.84	444.84		
T & R SERVICE COMPANY - VEND-52009										
	7/27/2024	Oil Sample Testing	Open Terms	105.00	0.00	0.00	105.00	105.00	82551	BL-14077
							105.00	105.00		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, August 8, 2024
1:41:04 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
Teklink - VEND-1262										
	8/28/2024	Drop and Bore	Net 30	5,924.00	0.00	15.00	5,924.00	5,924.00	WE 7/28/2024	BL-14079
	8/28/2024	Bore & Drop	Net 30	3,970.00	0.00	15.00	3,970.00	3,970.00	WE 6/16/2024	BL-14080
	9/4/2024	Bore & Drop	Net 30	3,844.00	0.00	15.00	3,844.00	3,844.00	WE 7/14/24	BL-14081
							13,738.00	13,738.00		
Terry-Durin Co - VEND-1038										
	8/23/2024	4" PVC Sweeps	Net 30	2,109.52	0.00	15.00	2,109.52	2,109.52	162615-00	BL-14084
	8/23/2024	1 1/2" SPLIT COUPLING	Net 30	256.42	0.00	15.00	256.42	256.42	166086-00	BL-14086
	8/28/2024	LED Lights	Net 30	1,408.12	0.00	15.00	1,408.12	1,408.12	162755-00	BL-14082
	8/28/2024	LED Lights	Net 30	1,408.12	0.00	15.00	1,408.12	1,408.12	162844-00	BL-14083
							5,182.18	5,182.18		
The Cincinnati Insurance Company - VEND-1426										
	7/31/2024	FY24-25 Boiler & Machinery	Net 30	30,273.00	0.00	15.00	30,273.00	30,273.00	1000683876	BL-13974
							30,273.00	30,273.00		
TRM DISPOSAL LLC - VEND-101016										
	7/25/2024	0724 Trash	Open Terms	49.00	0.00	0.00	49.00	49.00	32414	BL-14078
							49.00	49.00		
TrueNorth Companies LC - VEND-1100										
	7/27/2024	June Safety Meeting	Net 30	92.29	0.00	15.00	92.29	92.29	163479	BL-14087
	9/1/2024	July Safety Meeting	Net 30	92.28	0.00	15.00	92.28	92.28	165484	BL-14088
							184.57	184.57		
Unite Private Networks - VEND-1054										
	8/31/2024	Dark Fiber	Net 30	3,706.00	0.00	15.00	3,706.00	3,706.00	SI-24-027316	BL-14089
							3,706.00	3,706.00		
Vanderpool Plumbing & Heating - VEND-1066										
	8/21/2024	Service	Net 30	629.59	0.00	15.00	629.59	629.59	7079	BL-14090
							629.59	629.59		
VISION METERING LLC - VEND-103244										
	7/12/2024	9S Electric Meters	Open Terms	1,075.00	0.00	0.00	1,075.00	1,075.00	227039	BL-14091
							1,075.00	1,075.00		
WASHER SYSTEMS OF IOWA INC - VEND-103291										
	7/18/2024	Pressure Washer Repairs	Open Terms	2,668.58	0.00	0.00	2,668.58	2,668.58	1018377205	BL-14092

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, August 8, 2024
1:41:04 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
							2,668.58	2,668.58		
WESCO - VEND-60220										
7/13/2024	4/0 Terminators	Open Terms	1,337.13	0.00	0.00	1,337.13	1,337.13	127847	BL-14096	
7/18/2024	FIBER LOCATE PAINT	Open Terms	340.90	0.00	0.00	340.90	340.90	133088	BL-14093	
7/18/2024	FR Jeans	Open Terms	408.58	0.00	0.00	408.58	408.58	133087	BL-14094	
7/20/2024	4" U-Guard	Open Terms	207.82	0.00	0.00	207.82	207.82	136160	BL-14095	
7/20/2024	Electric Tape	Open Terms	206.72	0.00	0.00	206.72	206.72	136158	BL-14097	
8/3/2024	FR Clothing	Open Terms	262.64	0.00	0.00	262.64	262.64	153374	BL-14098	
							2,763.79	2,763.79		
WEST DES MOINES WATER WORKS - VEND-60223										
7/24/2024	Well #9 Sample	Open Terms	15.00	0.00	0.00	15.00	15.00	IN042485	BL-14099	
							15.00	15.00		
Wiegert Disposal Inc - VEND-1081										
8/31/2024	0724 2-4yd Dumpster-Trash Pickup	Net 30	110.00	0.00	15.00	110.00	110.00	July 2024	BL-14100	
8/31/2024	Jul24 Pole Yard 30yd Dumpster/Landfill	Net 30	350.00	0.00	15.00	350.00	350.00	July 2024	BL-14101	
							460.00	460.00		
Wisconsin Independent Network, LLC - VEND-1067										
8/31/2024	20 Gb Ethernet Circuit	Net 30	7,383.00	0.00	15.00	7,383.00	7,383.00	WIN027298	BL-14102	
							7,383.00	7,383.00		
Woodbine Municipal Light & Power - VEND-1427										
8/21/2024	Transformers	Net 30	262.50	0.00	15.00	262.50	262.50	20240722	BL-14103	
							262.50	262.50		
Check Count: 92				Totals:			\$1,163,263.12	\$1,163,263.12		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, August 21, 2024
1:26:17 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
Account To Be Paid From		0000-10120-999								
Border States Industries Inc - VEND-1070										
9/7/2024	Cable Cutter and Cable Cutter Parts	Net 30	301.77	0.00	15.00	301.77	301.77	928844400	BL-14183	
						301.77	301.77			
Calix Inc - VEND-1028										
9/7/2024	WALL MOUNT BRACKET GS4227W	Net 30	202.59	0.00	15.00	202.59	202.59	362699	BL-14124	
						202.59	202.59			
Casual Rags - VEND-1006										
9/15/2024	Uniform Shirts	Net 30	214.00	0.00	15.00	214.00	214.00	240292	BL-14125	
						214.00	214.00			
Cedar Falls Utilities - VEND-1045										
9/4/2024	0824 Transit & Transport	Net 30	9,275.00	0.00	15.00	9,275.00	9,275.00	Aug24	BL-14126	
						9,275.00	9,275.00			
Cintas Corporation - VEND-1007										
9/5/2024	First Aid Supplies - Fiber	Net 30	132.80	0.00	15.00	132.80	132.80	5223839737	BL-14128	
9/8/2024	First Aid Supplies - EL	Net 30	93.72	0.00	15.00	93.72	93.72	8406969246	BL-14127	
						226.52	226.52			
Cowbell Cyber - VEND-1321										
7/31/2024	FY24-25 Cyber Coverage	Net 30	7,440.15	0.00	15.00	7,440.15	7,440.15	INV-SSHBLTQUA-003	BL-14130	
						7,440.15	7,440.15			
DICKINSON LAW - VEND-101709										
8/9/2024	0724 Legal Services	Open Terms	1,080.00	0.00	0.00	1,080.00	1,080.00	1156967	BL-14131	
						1,080.00	1,080.00			
Dust Pros Janitorial - VEND-1011										
9/14/2024	Cleaning Supplies - EL	Net 30	50.82	0.00	15.00	50.82	50.82	3109	BL-14132	
9/14/2024	0824 Cleaning - EL	Net 30	856.00	0.00	15.00	856.00	856.00	3108	BL-14133	
9/14/2024	0824 Cleaning - Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	3110	BL-14134	
9/14/2024	Cleaning Supplies - Fiber	Net 30	50.82	0.00	15.00	50.82	50.82	3111	BL-14135	
9/14/2024	0824 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	3112	BL-14136	
						2,562.64	2,562.64			
GRAYMONT WESTERN LIME INC - VEND-101387										

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, August 21, 2024
1:26:17 PM

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
8/13/2024	High Calcium Quicklime	Open Terms	6,133.60	0.00	0.00	6,133.60	6,133.60	14-195795 RI	BL-14137
						6,133.60	6,133.60		
HPI, LLC - VEND-1409									
8/14/2024	Turbine 8 Repairs	Net 30	34,119.20	0.00	15.00	34,119.20	34,119.20	24-7031-18	BL-14138
8/21/2024	Turbine 8 Repairs	Net 30	21,696.61	0.00	15.00	21,696.61	21,696.61	24-7031-26	BL-14139
9/4/2024	Turbine 8 Repairs	Net 30	29,824.50	0.00	15.00	29,824.50	29,824.50	24-7031-05	BL-14140
9/11/2024	Turbine 8 Repairs	Net 30	37,258.50	0.00	15.00	37,258.50	37,258.50	24-7031-09	BL-14141
						122,898.81	122,898.81		
IA COMMUNITIES ASSURANCE POOL - VEND-24820									
7/2/2024	FY24-25 Premiums	Open Terms	230,210.96	0.00	0.00	230,210.96	230,210.96	R0124PC2024-1	BL-14145
						230,210.96	230,210.96		
Iconectiv - VEND-1201									
8/30/2024	LNP Annual Porting Fee	Net 30	456.69	0.00	15.00	456.69	456.69	L-10562462	BL-14142
						456.69	456.69		
Independent Advocate - VEND-1136									
9/18/2024	Print Advertising - Post Fair 8.13.24	Net 30	300.00	0.00	15.00	300.00	300.00	5425	BL-14143
						300.00	300.00		
Internal Revenue Service - VEND-1307									
9/15/2024	941 Income Tax Payable - 081624	Net 30	32,410.19	0.00	15.00	32,410.19	32,410.19	081624 Payroll	BL-14144
						32,410.19	32,410.19		
Iowa Department Of Human Services - VEND-1310									
9/15/2024	Garnishment Payable - 081624 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	081624 Payroll	BL-14146
						723.23	723.23		
Iowa Department of Inspections, Appeals, Licensing - VEND-1428									
8/31/2024	Tank Registration FY24	Net 30	40.00	0.00	15.00	40.00	40.00	FY24 Renewal	BL-14147
						40.00	40.00		
Iowa Department Of Revenue - VEND-1117									
9/15/2024	IA Income Tax Payable - 081624 Payroll	Net 30	5,090.37	0.00	15.00	5,090.37	5,090.37	081624 Payroll	BL-14148
						5,090.37	5,090.37		
Irby - VEND-1259									
9/7/2024	Locate Paint Red	Net 30	267.71	0.00	15.00	267.71	267.71	S014027586.001	BL-14149

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, August 21, 2024
1:26:17 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
							267.71	267.71		
LINDE INC - VEND-6415										
8/18/2024	Carbon Dioxide	Open Terms	3,718.43	0.00	0.00	3,718.43	3,718.43	44639088	BL-14150	
							3,718.43	3,718.43		
LOGAN CONTRACTORS SUPPLY INC. - VEND-32620										
7/31/2024	Concrete Hand Tool	Open Terms	39.95	0.00	0.00	39.95	39.95	E15154	BL-14151	
							39.95	39.95		
MELLEN & ASSOCIATES INC - VEND-34176										
7/2/2024	Air Wash Valve	Open Terms	5,390.36	0.00	0.00	5,390.36	5,390.36	036182	BL-14152	
							5,390.36	5,390.36		
Mid American Energy Co - VEND-1018										
9/11/2024	EL - 11634 R63 Hwy, West Substation	Net 30	10.00	0.00	15.00	10.00	10.00	556473549	BL-14153	
							10.00	10.00		
MILLER ELECTRIC SERVICES - VEND-34642										
8/8/2024	Fuses for Reclaim Pump	Open Terms	157.65	0.00	0.00	157.65	157.65	18886	BL-14155	
8/8/2024	Well #9 Breaker Adjustment	Open Terms	180.00	0.00	0.00	180.00	180.00	18885	BL-14156	
8/10/2024	Square Project South Alley EL Conversions	Open Terms	4,959.00	0.00	0.00	4,959.00	4,959.00	18898	BL-14154	
							5,296.65	5,296.65		
Mission Square - VEND-1303										
9/15/2024	457 Payable - 081624 Payroll	Net 30	6,664.69	0.00	15.00	6,664.69	6,664.69	081624 Payroll	BL-14157	
							6,664.69	6,664.69		
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805										
8/30/2024	Purchased Power - July 24	Net 30	999,671.79	0.00	15.00	999,671.79	999,671.79	306094	BL-14158	
							999,671.79	999,671.79		
MUNICIPAL SUPPLY INC - VEND-35810										
8/13/2024	Bolts for hydrant and valve assembly	Open Terms	645.00	0.00	0.00	645.00	645.00	0916378-IN	BL-14160	
8/17/2024	Turbine 8 Materials	Open Terms	37.25	0.00	0.00	37.25	37.25	0916975-IN	BL-14159	
							682.25	682.25		
Nasteho H Baadi - VEND-1141 - BL-14114										
8/9/2024	Credit Refund	Net 30	262.08	0.00	0.00	262.08	262.08	00020600-8	BL-14114	
							262.08	262.08		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, August 21, 2024
1:26:17 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
NewCom Technologies, Inc - VEND-1091										
	9/15/2024	Principal Consultant - FCC BDC Report	Net 30	555.00	0.00	15.00	555.00	555.00	50906	BL-14161
							555.00	555.00		
PETROTECH INC - VEND-102689										
	7/26/2024	Turbine 8 Control Project	Open Terms	39,071.79	0.00	0.00	39,071.79	39,071.79	008761	BL-14162
							39,071.79	39,071.79		
PIERCE BROTHERS REPAIR - VEND-42410										
	7/16/2024	Turbine 8	Open Terms	173.34	0.00	0.00	173.34	173.34	July 24	BL-14163
							173.34	173.34		
Power & Tel - VEND-1037										
	9/12/2024	Closures	Net 30	448.09	0.00	15.00	448.09	448.09	7935636-01	BL-14164
							448.09	448.09		
Prolmage Sign & Lighting - VEND-1150										
	9/8/2024	Replace Graphic	Net 30	29.16	0.00	15.00	29.16	29.16	5555	BL-14165
							29.16	29.16		
Register Of Copyrights - VEND-1156										
	8/31/2024	Copyright Royalty Fee 2024/1	Net 30	1,022.10	0.00	15.00	1,022.10	1,022.10	2024/1	BL-14129
							1,022.10	1,022.10		
RESCO - VEND-47234										
	8/10/2024	Single Phase Transformer	Open Terms	7,887.15	0.00	0.00	7,887.15	7,887.15	3043491	BL-14166
							7,887.15	7,887.15		
Secure Shred - VEND-1063										
	9/6/2024	Shred Service	Net 30	52.00	0.00	15.00	52.00	52.00	86288	BL-14167
							52.00	52.00		
STANDARD & POOR'S FINANCIAL - VEND-100278										
	8/8/2024	2017C Analytical Services	Open Terms	2,600.00	0.00	0.00	2,600.00	2,600.00	11478286	BL-14168
							2,600.00	2,600.00		
STERNQUIST CONST. INC. - VEND-50360										
	8/20/2024	Square Project - Crushed Concrete	Open Terms	90.15	0.00	0.00	90.15	90.15	3350	BL-14169
							90.15	90.15		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, August 21, 2024
1:26:17 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
Teklink - VEND-1262										
	9/14/2024	Bore & Drop	Net 30	1,261.00	0.00	15.00	1,261.00	1,261.00	WE 8/4/2024	BL-14171
	9/18/2024	Bore & Drop	Net 30	2,167.00	0.00	15.00	2,167.00	2,167.00	WE 8/18/24	BL-14172
							3,428.00	3,428.00		
Travelers CL Remittance Center - VEND-1396										
	9/11/2024	Crime Bond Premium	Net 30	762.50	0.00	15.00	762.50	762.50	FY24	BL-14170
							762.50	762.50		
UPHDM Occupational Medicine - VEND-1101										
	7/31/2024	Consortium Fees 2024	Net 30	293.00	0.00	15.00	293.00	293.00	232440	BL-14173
	9/11/2024	Employee Testing	Net 30	410.00	0.00	15.00	410.00	410.00	237343	BL-14174
							703.00	703.00		
VAN WERT INC - VEND-101069										
	8/15/2024	4 - 2" meters	Open Terms	5,943.48	0.00	0.00	5,943.48	5,943.48	81842	BL-14175
							5,943.48	5,943.48		
Warren County Engineer - VEND-1102										
	9/5/2024	0724 Fuel Distribution	Net 30	2,542.29	0.00	15.00	2,542.29	2,542.29	July 24	BL-14177
	9/15/2024	Warren County Utility Permit	Net 30	100.00	0.00	15.00	100.00	100.00	08162024A	BL-14176
							2,642.29	2,642.29		
Waste Management - VEND-1086										
	9/4/2024	4 Yd Dumpster Service - Recycle Materials	Net 30	76.32	0.00	15.00	76.32	76.32	7112908-0516-9	BL-14178
	9/4/2024	2 Yd Dumpster Service - WA Aug 24	Net 30	129.06	0.00	15.00	129.06	129.06	7112905-0516-5	BL-14179
							205.38	205.38		
WESCO - VEND-60220										
	8/14/2024	Arresters 10 kV Riser	Open Terms	404.41	0.00	0.00	404.41	404.41	164622	BL-14181
	8/14/2024	Parking Stands	Open Terms	1,410.89	0.00	0.00	1,410.89	1,410.89	164623	BL-14182
							1,815.30	1,815.30		
WESTRUM LEAK DETECTION - VEND-60304										
	8/5/2024	2024 Leak Detection Survey	Open Terms	3,250.00	0.00	0.00	3,250.00	3,250.00	4189	BL-14180
							3,250.00	3,250.00		
Check Count: 45				Totals:			\$1,512,249.16	\$1,512,249.16		

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Approval of Minutes of the prior meetings

Recommendation:

Attachments: 1. Minutes July 22

IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER AND COMMUNICATIONS UTILITIES

July 22, 2024 Minutes

The Indianola Municipal Utilities Board of Trustees met in regular session at 05:30 PM on July 22, 2024 in the IMU Conference Room. Board Chairperson Deb White called the meeting to order and on roll call the following members were present: Deb White, Lori Smith, Mike Rozga and Adam Voigts. Absent: Dom Selgrade.

Oath of Office: Adam Voights July 1, 2024 - July 1, 2030, Administered by Mayor Stephanie Erickson to be Rescheduled for a later date.

There was No Public Comment.

Rozga moved to approve the Consent Agenda and Smith seconded it. On roll call, the vote was AYES: Rozga, Smith, Voigts, White. NAYS: None. Whereas the motion carried unanimously. The Consent Agenda was as follows:

- Approval of Claims

- Approval of Minutes of the prior meetings

- May 2024 Financial Report: Doug Shull presented the May 2024 Financial Report.

Electric Utility Informational Items

Electric Superintendent Mike Metcalf shared that crews would be completing concrete work and removing barricades on the SW portion of the square before RAGBRAI on Wednesday and resuming work in this same area on Thursday. An update was provided on the Turbine 8 repairs and the controls project.

Water Utility Action Items

White moved to Authorize Warren Water District to serve a customer within their territory upon proper notice to IMU since the customer is within 2 miles of the IMU territory, located at 9335 110th Ave. Voigts seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Rozga moved to approve Authorization for Warren Water District to serve a customer within their territory upon proper notice to IMU since the customer is within 2 miles of the IMU territory, located at 12149 R63 Hwy. Voigts seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

White introduced Resolution 2024-050 Authorizing SE Streetscape Water Main - Payment Application No. 2. It was noted that the resolution included in the packet was amended to correct clerical errors. On roll call, the vote was AYES: Rozga,

Smith, Voigts, Smith. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Water Utility Informational Items

Water Superintendent Justin Brand shared that Well 9 is back in service, and all 4 wells are now running. The High Service pump replacement should be completed this week and all 3 pumps will again be operational, and the department continues to coordinate with various large construction projects to relocate water mains as needed, as well as usual seasonal work.

Communications Utility Action Items

Smith moved to approve Resolution 2024-051 to Approve NewCom RS #14 for Engineering work on the NOFA 7 Grant Project Rozga seconded it. On roll call, the vote was AYES: Rozga, Smith, Voigts, Smith. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Smith moved to approve Resolution 2024-052 approving the purchase of the Gen2 Wall System for the IMU Network Operations Center Rozga seconded it. On roll call, the vote was AYES: Rozga, Smith, Voigts, White. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Telecommunications Superintendent Kurt Ripperger explained that the wall system would result in significant cost savings for the previously budgeted renovation of the Fiber offices.

Rozga moved to approve Resolution 2024-053 Approving the purchase of a 2024 Service Truck for the Telecommunications Department Voigts seconded it. In discussion, Ripperger detailed the bids received, and recommended the bid from DeYarman Auto Group; 2024 Ram 2500 for \$45,184.00 be approved. On roll call, the vote was AYES: Rozga, Smith, Voigts, White. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Communications Utility Informational Items

Telecommunication Superintendent Kurt Ripperger shared the department is busy with installs, locates and prep for the Fair and RAGBRAI, and usual seasonal tasks.

Combined Electric, Water and Communications Action Items

Smith moved to approve Resolution 2024-054 authorizing a Classification, Compensation and Benefits Study and Analysis. Voigts seconded it. In discussion, General Manager Chris DesPlanques and Finance Director Chris Longer explained that the bid from GOV HR was selected for their regional

experience and comparable examples, as well as the process and presentation they utilize, as well as the one year of continued support to address any questions after the study. Rozga questioned if the study was a good investment or necessary. Smith offered that it would give IMU an independent point of comparison to compare with City compensation, and DesPlanques explained the data would be useful in the next Union Contract Negotiation. On roll call, the vote was AYES: White, Smith, Voigts. NAYS: Rozga.

Voigts moved to approve the amended Resolution 2024-055 Approving Liability, Auto, Property, Worker's Compensation, and Machinery and Equipment Replacement Insurance for FY 24/25. Smith seconded it. In discussion, DesPlanques detailed that the expected 32% increase would come in under the budgeted 40% increase. Voigts questioned if the previous concerns regarding the limit on Cyber Security coverage had been adequately addressed, the board agreed that it had not, and that portion was removed from the resolution pending additional information. On roll call, the vote was AYES: Rozga, Smith, Voigts, White. NAYS: None.

Combined Electric, Water and Communications Informational Items

General Manager Chris DesPlanques shared that the board attended the Strategic Planning meeting on July 18, and discussion will continue with department heads, and IMU crews have made preparations for RAGBRAI on Wednesday. Agenda Item 2a has been tabled for a future meeting, and Adam Voigts was congratulated and thanked for his continued service on the IMU Board.

The meeting was adjourned at 6:13 pm on a motion by Smith and seconded by Voigts. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Approval of June 2024 Financial Report

Recommendation:

Attachments: 1. 0624 Financial Report

Water Utility Financial Summary
June 30, 2024

600 WATER OPERATING FUND

	FY23		
	Budget	YTD Actual	% of Budget
Water Service Sales	2,823,500	2,661,217	94.25%
Other Water Revenue	360,300	407,074	112.98%
Total Revenue:	3,183,800	3,068,291	
Water O&M Expense	2,222,404	2,123,314	95.54%
Water O&M Transfers Out	1,000,000	1,000,000	100.00%
YTD Depreciation			
Total Expense, Transfers & Depreciation:	3,222,404	3,123,314	
Beginning Net Position		13,956,134	
Net Surplus (Deficit)		(55,023)	
Ending Net Position		13,901,111	

700 WATER CAPITAL FUND

From Water Operations	1,000,000	1,000,000	100.00%
Total Transfers In:	1,000,000	1,000,000	
Water Capital Expense	1,200,000	481,252	40.10%
Total Expense:	1,200,000	481,252	
Beginning Net Position		2,470,342	
Net Surplus (Deficit)		518,748	
Ending Net Position		2,989,089	

780 WATER IMPROVE FUND

Beginning Net Position		75,000	
Net Surplus (Deficit)		0	
Ending Net Position		75,000	

WATER CASH ON HAND
(110 days or greater)

O&M	\$	673,316
Capital		
Debt Service	\$	75,000
	\$	748,316

414 days

FY24		
Budget	YTD Actual	% of Budget
3,165,800	2,924,283	92%
566,800	562,451	99%
3,732,600	3,486,734	
2,234,273	1,994,177	89%
1,190,000	1,190,000	100%
	624,345	
3,424,273	3,808,522	
	14,444,384	
	(321,788)	
	14,122,596	

	Gallons Billed FY23-24	Gallons Billed FY22-23
July	36,713,420	31,583,030
August	33,852,270	37,092,320
September	35,871,910	43,870,320
October	39,773,580	36,165,050
November	31,508,750	30,973,650
December	32,279,650	29,089,970
January	26,695,880	26,690,650
February	26,057,390	26,910,460
March	28,398,290	25,819,640
April	25,536,950	23,577,930
May	29,493,670	26,725,270
June	28,478,040	30,377,040
YTD TOTAL	374,659,800	368,875,330
	1.6%	

	Inventory on Hand FY23-24	Inventory on Ha FY22-23
July \$	131,441	\$ 112,249
August \$	124,926	\$ 110,331
September \$	118,941	\$ 104,559
October \$	207,261	\$ 108,675
November \$	208,497	\$ 109,309
December \$	297,258	\$ 108,859
January \$	366,045	\$ 115,720
February \$	445,254	\$ 109,499
March \$	443,607	\$ 104,108
April \$	427,475	\$ 107,188
May \$	425,890	\$ 121,952
June \$	413,287	\$ 132,750
YTD AVG \$	300,824	\$ 112,100
	168.4%	

IMU Admin/US Financial Summary
June 30, 2024

620 ADMIN & UTILITY SERVICES

	FY23			FY24		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Admin/US Revenue	1,406,867	1,406,585	99.98%	1,297,918	1,294,676	100%
Total Revenue:	1,406,867	1,406,585		1,297,918	1,294,676	
Admin/US O&M Expense	1,406,867	1,368,356	97.26%	1,297,918	1,237,965	95%
YTD Depreciation					35,392	
Total Expense, Transfers & Depreciation:	1,406,867	1,368,356		1,297,918	1,273,357	
Beginning Net Position		35,687			203,175	
Net Surplus (Deficit)		38,229			21,319	
Ending Net Position		73,916			224,494	
855 LIABILITY INS FUND						
Beginning Net Position		9,099			9,099	
Net Surplus (Deficit)		0			0	
Ending Net Position		9,099			9,099	

US/ADMIN CASH ON HAND

O&M \$ 660,210

Electric Utility Financial Summary
June 30, 2024

630 ELECTRIC OPERATING FUND

	FY23			FY24		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Electric Service Sales	16,189,977	16,155,641	99.79%	15,927,772	15,893,287	100%
Other Electric Revenue	1,657,700	1,727,424	104.21%	1,883,900	1,915,701	102%
Total Revenue:	17,847,677	17,883,065		17,811,672	17,808,988	
Electric O&M Expense	15,287,869	13,833,259	90.49%	15,378,121	14,422,214	94%
Electric O&M Transfer Out	1,171,153	1,171,153	100.00%	3,653,672	3,653,672	100%
YTD Depreciation					1,655,497	
Total Expense, Transfers & Depreciation:	16,459,022	15,004,412		19,031,793	19,731,382	
Beginning Net Position		33,191,504			35,046,761	
Net Surplus (Deficit)		2,878,653			(1,922,394)	
Ending Net Position		36,070,157			33,124,367	

730 ELECTRIC CAPITAL FUND

Electric Capital Revenue	1,397,300	1,502,142	107.50%	1,237,500	1,804,435	146%
From Electric Operations	0	0		2,500,000	2,500,000	100%
Total Revenue and Transfers In:	1,397,300	1,502,142		3,737,500	4,304,435	
Electric Capital Expense	2,477,500	1,617,263	65.28%	2,886,300	1,208,409	42%
Total Expense:	2,477,500	1,617,263		2,886,300	1,208,409	
Beginning Net Position		6,564,867			8,062,135	
Net Surplus (Deficit)		(115,121)			3,096,026	
Ending Net Position		6,449,746			11,158,161	

793 ELECTRIC DEBT SERVICE

From Electric Operations	1,171,153	1,171,153	100.00%	1,153,672	1,153,672	100%
Total Transfers In:	1,171,153	1,171,153		1,153,672	1,153,672	
Electric Debt Service	1,171,153	1,171,038	99.99%	1,153,672	1,153,244	100%
Total Expense:	1,171,153	1,171,038		1,153,672	1,153,244	
Beginning Net Position		1,368,750			1,368,865	
Net Surplus (Deficit)		115			428	
Ending Net Position		1,368,865			1,369,293	

ELECTRIC CASH ON HAND
(110 days or greater)

O&M	\$ 8,011,188
Capital	\$ 9,386,896
Debt Service	\$ 1,369,293
	\$ 18,767,378

353 days

	Kwhs Billed FY23-24	Kwhs Billed FY22-23
July	10,450,789	10,128,099
August	11,547,802	12,799,785
September	12,959,519	14,217,561
October	12,753,605	11,654,976
November	9,208,467	8,657,190
December	9,085,696	8,926,910
January	8,889,231	9,723,737
February	9,730,261	10,580,780
March	10,012,491	9,849,344
April	8,110,965	8,612,545
May	8,526,345	8,413,828
June	8,141,136	8,661,255
YTD TOTAL	119,416,307	122,226,010
	-2.3%	

	Inventory on Hand FY23-24	Inventory on Hand FY22-23
July	\$ 1,276,213	\$ 1,165,007
August	\$ 1,337,147	\$ 1,208,115
September	\$ 1,396,439	\$ 1,251,752
October	\$ 1,422,195	\$ 1,211,972
November	\$ 1,462,286	\$ 1,164,591
December	\$ 1,527,687	\$ 1,170,525
January	\$ 1,570,204	\$ 1,175,413
February	\$ 1,554,941	\$ 1,271,637
March	\$ 1,544,421	\$ 1,395,486
April	\$ 1,512,184	\$ 1,389,949
May	\$ 1,577,116	\$ 1,357,374
June	\$ 1,584,527	\$ 1,311,047
YTD AVG	\$ 1,480,447	\$ 1,256,072
	17.9%	

Fiber Utility Financial Summary
June 30, 2024

640 FIBER OPERATING FUND

	FY23			FY24		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Fiber Service Sales	4,310,000	4,464,321	103.58%	4,823,000	4,870,123	101%
Other Fiber Revenue	953,950	950,310	99.62%	662,050	577,863	87%
Total Revenue:	5,263,950	5,414,631		5,485,050	5,447,986	
Fiber O&M Expense	3,435,424	3,560,525	103.64%	3,574,751	3,388,486	95%
Fiber O&M Transfer Out	1,906,879	1,906,879	100.00%	1,437,246	1,437,246	100%
YTD Depreciation					400,276	
Total Expense, Transfers & Depreciation:	5,342,303	5,467,404		5,011,997	5,226,008	
Beginning Net Position		(4,908,922)			(3,464,668)	
Net Surplus (Deficit)		(52,773)			221,978	
Ending Net Position		(4,961,696)			(3,242,690)	

740 FIBER CAPITAL FUND

Fiber Capital Revenue	0	4,764			10,063	
From Fiber Operations	801,000	801,000	100.00%	310,833	310,833	100%
Total Revenue and Transfers In:	801,000	805,764		310,833	320,896	
Fiber Capital Expense	2,318,000	1,207,821	52.11%	2,026,500	1,674,122	83%
YTD Depreciation					250,428	
Total Expense, Transfers & Depreciation:	2,318,000	1,207,821		2,026,500	1,924,550	
Beginning Net Position		1,566,044			938,067	
Net Surplus (Deficit)		(402,057)			(1,603,654)	
Ending Net Position		1,163,987			(665,586)	

795 FIBER DEBT SERVICE

From Fiber Operations	1,105,879	1,105,879	100.00%	1,126,413	1,126,413	100%
Total Transfers In:	1,105,879	1,105,879		1,126,413	1,126,413	
Fiber Debt Service	1,105,879	1,105,879	100.00%	1,126,413	1,126,142	100%
Total Expense:	1,105,879	1,105,879		1,126,413	1,126,142	
Beginning Net Position		0			0	
Net Surplus (Deficit)		(0)			271	
Ending Net Position		(0)			271	

*Fund 640 Ending Fund Balance	(4,961,696)	(3,242,419)
*Fund 740 Ending Fund Balance	1,163,987	(665,586)
	(3,797,709)	(3,908,005)

FIBER CASH ON HAND	O&M	\$	149,223
(110 days or greater)	Capital	\$	378,093
	Debt Service	\$	271
29 days		\$	527,587

The Fiber Utility fund has a deficit fund balance of (\$3,908,005).
The deficit fund balance is the result of start-up costs incurred to initiate the utility service.
The deficit will be eliminated in future periods through net customer charges.

	Subscriptions FY23-24	Subscriptions FY22-23	YOY Increase %
July	3,872	3,513	10.2%
August	3,908	3,560	9.8%
September	3,930	3,581	9.7%
October	3,963	3,624	9.4%
November	3,975	3,648	9%
December	3,987	3,668	9%
January	4,016	3,688	9%
February	4,040	3,734	8%
March	4,071	3,782	8%
April	4,102	3,805	8%
May	4,118	3,842	7%
June	4,152	3,873	7%
YTD AVG	4,011	3,693	
	8.6%		

	Inventory on Hand FY23-24	Inventory on Hand FY22-23	YOY Increase %
July \$	1,858,586	\$ 1,523,440	22.0%
August \$	1,878,531	\$ 1,596,300	17.7%
September \$	1,859,378	\$ 1,624,706	14.4%
October \$	1,843,233	\$ 1,693,450	8.8%
November \$	1,842,936	\$ 1,706,328	8%
December \$	1,853,822	\$ 1,742,135	6%
January \$	1,859,947	\$ 1,772,400	5%
February \$	1,882,714	\$ 1,818,883	4%
March \$	1,876,572	\$ 1,822,739	3%
April \$	1,957,554	\$ 1,808,106	8%
May \$	1,953,238	\$ 1,806,244	8%
June \$	1,884,046	\$ 1,762,216	7%
YTD AVG \$	1,879,213	\$ 1,723,079	
	9.1%		

June 2024

You should expect to see YTD revenue and expenses to be 12/12 (or 100%) of Budget.

Health Insurance Fund Balance on June 30, 2024 is \$2,898,799

Water and Electric service revenue may fall ahead or behind budget due to seasonal fluctuations.

As we end FY24, keep in mind that there will be accrual adjustments (revenue and expense incurred but not yet recorded).

We are reporting each departments net position, which is cash and all other assets (such as billing receivables and capital assets) less accumulated depreciation and liabilities.

Cash on Hand - 110 days or more of cash on hand based on the recommended 90-120 days to maintain our bond rating (A-).

This report is on a modified cash basis, with monthly (non-cash) depreciation included beginning FY24.

Water Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

US/Admin Notes: The 620 fund is intended to be a zero balance fund and doesn't have any significant stand alone obligations. Any balance or deficit here is timing related or is city services collected from the current month to be transferred in the following month.

Electric Notes: Capital revenue ahead of budget due to customer paid projects - will be offset by expenses as projects complete.
Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

Fiber Notes: O&M other revenue below budget due to NOFA grant dollars not received in FY24 - moved to FY25.
Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From: Mike Metcalf
Date: August 26, 2024
Subject: Resolution Approving Pay App 4 to Miller Electric for the Downtown Underground Conversion Project, South Alley Premise Wiring Project

Recommendation:

Attachments:

1. Pay App 4 Miller Electric
2. Resolution Approving Pay App 4 for the Downtown Underground Conversion Project; South Alley Premise Wiring Project

RECOMMENDATION FOR PAYMENT

Owner: Indianola Municipal Utilities
Contractor: Miller Electrical Services
Project: Downtown Underground Conversion Project
South Alley Premise Wiring
P&E Project No. 9731

Date of Application 8/9/2024
Application No. 4
Invoice No. 18898

Contract Amount		\$92,220.00
Change Order Adjustments	\$	-
Current Value of Contract	\$	92,220.00
Estimated Percentage of Completion		100.0%
Estimated Value of Completed Work	\$	92,220.00
Less 5% Retainage	\$	4,611.00
Total Amount Due Contractor	\$	87,609.00
Less Previously Approved Applications	\$	82,650.00
Amount Due with this Application	\$	4,959.00
(Payable to Miller Electrical Services, Inc.)		
Payment Remaining on Contract	\$	4,611.00

The status of the work as reported by Miller Electric is shown on the attached sheets. I recommend the above amounts for payment, based on the status of the work, and the terms of the Contract.



Allan Powers, P.E.



Miller Electrical Services, Inc.
PO Box 354
Indianola, IA 50125

Phone# (515) 961-5842
E-mail: office@mmillerelectric.com

Date	Invoice #
8/9/2024	18898

Bill To
IMU Att: Mike Metcalf 210 W 2nd Ave Indianola, IA 50125

P.O. No.	Terms	Due Date
	Due in 10 days	8/19/2024

Qty	Description	Rate	Amount
	FINAL BILL - IMU SQUARE PROJECT		
	B47 100% COMPLETE LABOR	100.00	100.00
	B49 100% COMPLETE LABOR	750.00	750.00
	B50 100% COMPLETE JUNCTION BOX TAPS ROOF SUPPORT MATERIAL LABOR	300.00 525.00	300.00 525.00
	B51 100% COMPLETE LABOR	300.00	300.00
	B55 100% COMPLETE 2" CONDUIT 2' LB'S ROOF STAND OFF BRACKET MATERIAL LABOR	245.00 700.00	245.00 700.00

We appreciate your business! If you like the work we provided please give a review on Google!

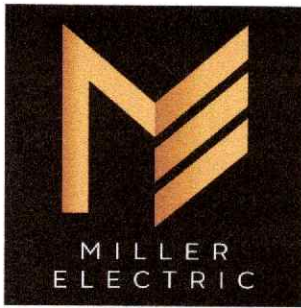
Subtotal

Sales Tax (7.0%)

Total

Payments/Credits

Balance Due



Miller Electrical Services, Inc.
PO Box 354
Indianola, IA 50125

Phone# (515) 961-5842
E-mail: office@mmillerelectric.com

Date	Invoice #
8/9/2024	18898

Bill To
IMU Att: Mike Metcalf 210 W 2nd Ave Indianola, IA 50125

P.O. No.	Terms	Due Date
	Due in 10 days	8/19/2024

Qty	Description	Rate	Amount
	B59 100% COMPLETE JUNCTION BOXES 1 1/4 EMT #2 WIRE MATERIAL LABOR	600.00 600.00	600.00 600.00
	B61 100% COMPLETE LABOR	100.00	100.00
	B62 100% COMPLETE OUTDOOR GUTTERS 1 1/2 EMT METER BLANKS AND JUMPER MATERIAL LABOR	400.00 600.00 -261.00	400.00 600.00 -261.00

We appreciate your business! If you like the work we provided please give a review on Google! Please send payment within 10 days of receipt of this invoice. A finance charge of 1.5% per month will be assessed on all unpaid amounts more than 30 days past due.	Subtotal	\$4,959.00
	Sales Tax (7.0%)	\$0.00
	Total	\$4,959.00
	Payments/Credits	\$0.00
	Balance Due	\$4,959.00

Building	Invoice 18551		Invoice 18624		Invoice ????		Invoice ????		Invoice ????		Totals	% Complete
	Amount	% Complete	Amount	% Complete	Amount	% Complete	Amount	% Complete	Amount	% Complete		
B47	\$6,000.00	60%	\$3,600.00		\$1,800.00		\$500.00		\$100.00		\$6,000.00	100%
B48	\$5,525.00	100%	\$5,525.00		\$0.00		\$0.00		\$0.00		\$5,525.00	100%
B49	\$8,000.00	91%	\$7,250.00		\$0.00		\$0.00		\$750.00		\$8,000.00	100%
B50	\$8,500.00	90%	\$7,675.00		\$0.00		\$0.00		\$825.00		\$8,500.00	100%
B51	\$7,000.00		\$0.00		\$5,700.00		\$1,000.00		\$300.00		\$7,000.00	100%
B52	\$6,800.00	89%	\$6,050.00		\$750.00		\$0.00		\$0.00		\$6,800.00	100%
B53	\$7,500.00	89%	\$7,100.00		\$400.00		\$0.00		\$0.00		\$7,500.00	100%
B54	\$9,000.00	78%	\$7,000.00		\$0.00		\$2,000.00		\$0.00		\$9,000.00	100%
B55	\$6,200.00		\$0.00		\$3,700.00		\$1,555.00		\$945.00		\$6,200.00	100%
B56	\$6,195.00		\$0.00		\$6,195.00		\$0.00		\$0.00		\$6,195.00	100%
B57	\$2,000.00		\$0.00		\$855.00		\$1,145.00		\$0.00		\$2,000.00	100%
B58	\$2,500.00		\$0.00		\$2,500.00		\$0.00		\$0.00		\$2,500.00	100%
B59	\$9,000.00	58%	\$5,800.00		\$2,000.00		\$0.00		\$1,200.00		\$9,000.00	100%
B61	\$1,000.00		\$0.00		\$100.00		\$800.00		\$100.00		\$1,000.00	100%
B62	\$6,000.00		\$0.00		\$0.00		\$5,000.00		\$1,000.00		\$6,000.00	100%
B70	\$1,000.00		\$0.00		\$1,000.00		\$0.00		\$0.00		\$1,000.00	100%
Work Completed	\$92,220.00		\$50,000.00		\$25,000.00		\$12,000.00		\$5,220.00		\$92,220.00	100%
Retainage (5%)			\$2,500.00		\$1,250.00		\$600.00		\$261.00			
Total Due			\$47,500.00		\$23,750.00		\$11,400.00		\$4,959.00		\$4,611.00	

Indianola Municipal Utilities
South Alley Premise Wiring Modification Contract
Miller Electric Invoice Record

		Invoice 18551		Invoice 18624			Invoice 18624			Invoice 18898		
Building	Amount	% Complete	Amount	% Complete	Amount Completed	Due this invoice	% Complete	Amount Completed	Due this invoice	% Complete	Amount Completed	Due this invoice
B47	\$6,000.00	60%	\$3,600.00	90%	\$5,400.00	\$1,800.00	98%	\$5,900.00	\$500.00	100%	\$6,000.00	\$100.00
B48	\$5,525.00	100%	\$5,525.00	100%	\$5,525.00	\$0.00	100%	\$5,525.00	\$0.00	100%	\$5,525.00	\$0.00
B49	\$8,000.00	91%	\$7,250.00	91%	\$7,250.00	\$0.00	91%	\$7,250.00	\$0.00	100%	\$8,000.00	\$750.00
B50	\$8,500.00	90%	\$7,675.00	90%	\$7,675.00	\$0.00	90%	\$7,675.00	\$0.00	100%	\$8,500.00	\$825.00
B51	\$7,000.00		\$0.00	81%	\$5,700.00	\$5,700.00	96%	\$6,700.00	\$1,000.00	100%	\$7,000.00	\$300.00
B52	\$6,800.00	89%	\$6,050.00	100%	\$6,800.00	\$750.00	100%	\$6,800.00	\$0.00	100%	\$6,800.00	\$0.00
B53	\$7,500.00	89%	\$7,100.00	100%	\$7,500.00	\$400.00	100%	\$7,500.00	\$0.00	100%	\$7,500.00	\$0.00
B54	\$9,000.00	78%	\$7,000.00	78%	\$7,000.00	\$0.00	100%	\$9,000.00	\$2,000.00	100%	\$9,000.00	\$0.00
B55	\$6,200.00		\$0.00	60%	\$3,700.00	\$3,700.00	85%	\$5,255.00	\$1,555.00	100%	\$6,200.00	\$945.00
B56	\$6,195.00		\$0.00	100%	\$6,195.00	\$6,195.00	100%	\$6,195.00	\$0.00	100%	\$6,195.00	\$0.00
B57	\$2,000.00		\$0.00	43%	\$855.00	\$855.00	100%	\$2,000.00	\$1,145.00	100%	\$2,000.00	\$0.00
B58	\$2,500.00		\$0.00	100%	\$2,500.00	\$2,500.00	100%	\$2,500.00	\$0.00	100%	\$2,500.00	\$0.00
B59	\$9,000.00	58%	\$5,800.00	87%	\$7,800.00	\$2,000.00	87%	\$7,800.00	\$0.00	100%	\$9,000.00	\$1,200.00
B61	\$1,000.00		\$0.00	10%	\$100.00	\$100.00	90%	\$900.00	\$800.00	100%	\$1,000.00	\$100.00
B62	\$6,000.00		\$0.00		\$0.00	\$0.00	83%	\$5,000.00	\$5,000.00	100%	\$6,000.00	\$1,000.00
B70	\$1,000.00		\$0.00	100%	\$1,000.00	\$1,000.00	100%	\$1,000.00	\$0.00	100%	\$1,000.00	\$0.00
Contract	\$92,220.00											
Work Completed			\$50,000.00		\$75,000.00	\$25,000.00		\$87,000.00	\$12,000.00		\$92,220.00	\$5,220.00
Retainage (5%)			\$2,500.00		\$3,750.00	\$1,250.00		\$4,350.00	\$600.00		\$4,611.00	\$261.00
Total Due to Date			\$47,500.00		\$71,250.00			\$82,650.00			\$87,609.00	
Prev Payments			\$0.00		\$47,500.00			\$71,250.00			\$82,650.00	
Due this invoice			\$47,500.00			\$23,750.00			\$11,400.00			\$4,959.00

Indianola Municipal Utilities
RESOLUTION NO 2024-

**RESOLUTION APPROVING PAY APP 4 FOR THE DOWNTOWN UNDERGROUND CONVERSION PROJECT;
SOUTH ALLEY PREMISE WIRING PROJECT**

WHEREAS, the Board of Trustees of the Indianola Municipal Utilities has deemed it necessary to move forward with the Downtown Underground Conversion Project; South Alley Premise Wiring Project in the Electric Department; and

WHEREAS, on February 12, 2024, the Board passed and approved Resolution 2022-005 “Making Award of Construction Contract for Downtown Underground Conversion Project South Alley Premise Wiring Project”; and

WHEREAS, the contract was awarded to Miller Electric in the amount of \$92,220.00

WHEREAS, on August 9, 2024, Miller Electric submitted a recommendation for payment #4 for said contract in the amount of \$4,959.00

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Board of Trustees that:

1. The payment to Miller Electric Inc. in the amount of \$4,959.00 is hereby approved; and
2. The IMU staff is authorized and directed to execute the payment application on behalf of the IMU Board of Trustees.

Passed and approved this 26th day of August 2024.

Deb White, Chairperson

ATTEST:

Monica Thompson, Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From: Mike Metcalf
Date: August 26, 2024
Subject: Resolution Approving Pay App 9 to Petrotech for the Turbine 8 Control Project

Recommendation:

Attachments:

1. Pay App 9 Petrotech
2. Res 2024-014 Petrotech Turbine 8 Pay App #9



Richard D. Kline, P.E. Timothy G. Ernst, P.E.
Jared A. Kline, P.E. Mark C. Reisinger, P.E.

500 SW 7th Street, Suite 100, Des Moines, IA 50309
p. 515-989-3083 pe@peengr.com

RECOMMENDATION FOR PAYMENT

Owner: Indianola Municipal Utilities
Contractor: Petrotech, Inc.
Project: Turbine 8 Control Replacement
P&E Project No. 9900

Date of Application 7/25/2024
Application No. 9
Invoice No. 008761

Contract Amount	\$599,914.00
Change Order Adjustments	\$ 16,745.00
Current Value of Contract	\$ 616,659.00

Estimated Percentage of Completion	91.5%
Estimated Value of Completed Work	\$ 564,472.00

Less 5% Retainage	\$ 28,223.60
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Total Amount Due Contractor	\$ 536,248.40
Less Previously Approved Applications	\$ 497,176.59

Amount Available with this Application	\$ 39,071.81
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Amount Requested with this Application	\$ 39,071.79
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(Payable to Petrotech, Inc.)

Payment Remaining on Contract	\$ 80,410.62
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The status of the work as reported by Petrotech is shown on the attached sheets. I recommend the above amounts for payment, based on the status of the work, and the terms of the Contract.

Jared Kline, P.E.



Richard D. Kline, P.E. Timothy G. Ernst, P.E.
Jared A. Kline, P.E. Mark C. Reisinger, P.E.

500 SW 7th Street, Suite 100, Des Moines, IA 50309
p. 515-989-3083 pe@peengr.com

P & E Engineering Co.



Petrotech, Inc.
Rotating Machinery Controls

INVOICE

Invoice Number 008761
Invoice Date July 25, 2024
PO Number Turbine 8
Contract 22--0101
Project 22-12-6-0-01
Bill Currency U.S. Dollars
Page 1 of 1

INVOICE TO:

Accounts Payable
Indianola Municipal Utilities
210 W. 2nd Ave
Indianola, IA 50125

FOR ELECTRONIC PAYMENT:

Bank name: WHITNEY BANK
Beneficiary: PETROTECH, INC.
ABA Routing No.: 065400153
Account No.: 715061038
Swift Code: WHITUS44

TERMS: Due in 30 Days + 2% Per Month Thereafter

Project Indianola Muni E Iowa substation power plant
Indianola IA

Turbine 8 control replacement project
Task commissioning

Labor	Hours	Rate	Ext.Amt
Field commissioning labor and expenses	0.60	68,547.00	41,128.20
(including emissions testing)			
retainer	-0.05	41,128.20	-2,056.41
		Subtotal : Labor	39,071.79

Invoice Total: \$ 39,071.79 (USD)

	Value	Taxes (7%)	Sub-Total	% Complete	Invoice Value	Work Progress & Invoicing												
						100% \$ 18,866	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sept-23	Oct-23	Nov-23	Dec-23	Jan-24
Performance and Payment Bonds	\$8,866.00		\$8,866.00	100%	\$8,866.00													
Project Management, Engineering, Drafting, and Programming // Task 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H	\$208,002.00		\$208,002.00	100%	\$208,002.00	20%	\$ 52,001			15%	\$ 31,200	15%	\$ 31,200	15%	\$ 31,200	10%	\$ 20,800	
Controls Upgrade Materials //Task 01	\$153,133.00	\$10,719.00	\$163,852.00	100%	\$153,133.00	\$												
Panel Fabrication Labor //Task 01	\$17,000.00		\$17,000.00	100%	\$17,000.00	\$								20%	\$ 3,400			
Panel Testing and FAT //Task 1D	\$19,778.00		\$19,778.00	100%	\$19,778.00	\$												
Field Installation Materials // Task 02	\$9,178.00	\$642.00	\$9,820.00	100%	\$9,178.00	\$												60%
Field Installation Labor and Expenses // Task 03	\$91,686.00		\$91,686.00	100%	\$91,686.00	\$												20%
Field Commissioning Labor and Expenses (Including Emissions Testing) // Task 04	\$68,547.00		\$68,547.00	60%	\$41,128.20	\$												
Training // Task 08	\$10,363.00		\$10,363.00	0%	\$0.00	\$												
CD-003 Diesel Engine Temperature and Pressure Signals // Task 1C	\$1,524.00		\$1,524.00	100%	\$1,524.00	\$												
CD-004 VTEC Velocity Transd. // Task 01, 1C, 1E, 1F	\$15,271.00		\$15,271.00	80%	\$12,176.80	\$												
CD-005 Frequency Repetors	\$3,967.00		\$3,967.00	0%	\$0.00	\$												
Total Contract	\$609,265.00	\$11,361.00	\$620,626.00	93%	\$564,472.00	\$ 60,867				\$ 31,200	\$ 31,200	\$ 34,600	\$ 20,800					\$
Petrotech Retainer (5%)					(\$28,223.60)	\$ (2,043)				\$ (1,560)	\$ (1,560)	\$ (1,730)	\$ (1,040)					\$
Invoice value					\$536,248.40	\$ 57,823				\$ 29,640	\$ 25,640	\$ 32,870	\$ 19,240					\$
IMU																		

	Value	Taxes (7%)	Sub-Total	% Complete	Invoice Value	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Performance and Payment Bonds	\$8,866.00		\$8,866.00	100%	\$8,866.00	\$ -	\$ -	\$ -	\$ -	\$ -
Project Management, Engineering, Drafting, and Programming // Task 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H	\$208,002.00		\$208,002.00	100%	\$208,002.00	\$ -	10% \$ 20,800	10% \$ 20,800	\$ -	\$ -
Control Upgrade Materials // Task 01	\$151,133.00	\$10,719.00	\$161,852.00	100%	\$151,133.00	\$ -	95% \$145,476	5% \$ 7,657	\$ -	\$ -
Panel Fabrication Labor // Task 01	\$17,050.00		\$17,050.00	100%	\$17,050.00	\$ 10,200	20% \$ 3,800	\$ -	\$ -	\$ -
Panel Testing and FAT // Task 1D	\$19,778.00		\$19,778.00	100%	\$19,778.00	\$ 3,926	80% \$ 15,822	\$ -	\$ -	\$ -
Field Installation Materials // Task 02	\$9,178.00	\$642.00	\$9,820.00	100%	\$9,178.00	\$ -	100% \$ 9,178	\$ -	\$ -	\$ -
Field Installation Labor and Expenses // Task 03	\$93,686.00		\$93,686.00	100%	\$93,686.00	\$ -	\$ -	100% \$ 93,686	\$ -	\$ -
Field Commissioning Labor and Expenses (including Emissions Testing) // Task 06	\$68,547.00		\$68,547.00	60%	\$41,128.20	\$ -	\$ -	\$ -	\$ -	\$ 41,128
Training // Task 08	\$10,363.00		\$10,363.00	0%	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
CD-003 Diesel Engine Temperature and Pressure Signals // Task 1C	\$15,524.00		\$15,524.00	100%	\$15,524.00	\$ -	\$ -	100% \$ 15,524	\$ -	\$ -
CD-004 VITEC Velocity Trained // Task 01, 1C, 1E, 1F	\$15,221.00		\$15,221.00	80%	\$12,176.80	\$ -	\$ -	80% \$ 12,177	\$ -	\$ -
CD-005 Frequency Repetitors	\$3,967.00		\$3,967.00	0%	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Total Contract	\$609,255.00	\$11,361.00	\$620,616.00	93%	\$564,472.00	14,156 \$	194,677 \$	135,644 \$	\$ -	\$ 41,128
Petrotech										
retainer (5%)						7018 \$	87,734 \$	6,792 \$	\$ -	(2,056)
Invoice value						13,448 \$	184,943 \$	\$ 128,051	\$ -	\$ 30,072
IMU						7,657 \$	104,464 \$	4% 4,657		156,443

Indianola Municipal Utilities
RESOLUTION NO 2024-

**RESOLUTION APPROVING PAYMENT APPLICATION 9
FOR TURBINE 8 CONTROL REPLACEMENT PROJECT**

WHEREAS, the Board of Trustees of the Indianola Municipal Utilities has deemed it necessary to replace the Turbine 8 Control in the Electric Department; and

WHEREAS, on December 12, 2022, the Board passed and approved Resolution 2022-058 “Making Award of Construction Contract for the Turbine 8 Control Replacement Project”; and

WHEREAS, the contract was awarded to Petrotech Inc. in the amount of \$599,914.00; and

WHEREAS, on July 25th, 2024, Petrotech submitted a recommendation for payment #9 for said contract in the amount of \$39,071.79.

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Board of Trustees that:

1. The payment to Petrotech Inc. in the amount of \$39,071.79 is hereby approved; and
2. The IMU staff is authorized and directed to execute the payment application on behalf of the IMU Board of Trustees.

Passed and approved this 26th day of August 2024.

Lori Smith, Chairperson

ATTEST:

Monica Thompson, Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Resolution Setting Public Hearing and Letting: Downtown Underground Conversion Project, West Alley Premise Wiring Modification

Recommendation:

Attachments:

1. Public Bidding Notice
2. Resolution Approving Downtown Underground Conversion Project, West Alley Premise Wiring Modification
3. Bid Documents

NOTICE OF HEARING AND LETTING
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract

Sealed proposals will be received by the Board of Trustees of Indianola Municipal Utilities (IMU), Indianola, Iowa, (Owner) at the IMU Customer Service Center, 210 W. 2nd Ave., Indianola, Iowa until 2:00 P.M. local time on September 12, 2024 for a project identified as DOWNTOWN UNDERGROUND CONVERSION PROJECT, WEST ALLEY PREMISE WIRING MODIFICATION, and as described in detail in the specifications for the project now on file in the IMU Customer Service Center. Proposals will be opened in public session at that time. Proposals will be acted upon by the Board of Trustees at a meeting to be held at the IMU Customer Service Center, 210 W. 2nd Ave., Indianola, Iowa at 5:30 P.M. local time on September 23, 2024 or at such later time and place as may then be fixed. At that time and place a hearing will be held on the proposed plans, specifications, form of contract and estimate of cost for the improvements, and at the hearing any interested person may appear and file objections to the project or to the cost of the improvements.

The Work includes modifications to existing building premise wiring to accommodate the change from overhead to underground service and the installation of new underground service cables in existing conduits.

Each proposal shall be sealed in an envelope marked "BIDS FOR WEST ALLEY PREMISE WIRING MODIFICATION CONTRACT". Each bid must be accompanied in a separate envelope by a bid bond, certified check or cashier's check drawn on a State of Iowa or federally chartered bank, or a certified share draft on a State of Iowa or federally chartered credit union, in an amount not less than five per cent (5%) of the total value of the Proposal, and made payable to the Owner as a security that the bidder will enter into a contract for the Work within ten (10) days after the award of the contract to such bidder.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after they are opened.

Payment will be made to the contractor in an amount of 95% of the completed contract value, upon acceptance of the improvements by IMU. The balance of the amount due the successful bidder will be paid not earlier than 31 days from the final acceptance of the improvements by IMU, subject to the conditions and in accordance with the provisions of Chapter 384 and 573 of the Code of Iowa

Payment to the Contractor for completion of the improvements will be made in cash derived from available cash on hand from revenue and such other sources as may be available to IMU. The City of Indianola shall not incur any general obligation for the Improvements. The contract for the furnishing of the improvements shall not constitute a general obligation of the City of Indianola nor be payable in any manner by taxation.

The successful bidder will be required to furnish a performance bond and a payment bond in an amount equal to 100% of the contract price, the bonds to be issued by a responsible surety approved by IMU, and shall guarantee the faithful performance of the contract and the terms and conditions contained in it, and save harmless IMU from claims and damages of any kind caused by the operations of the Contractor.

If the successful bidder fails to enter into a contract with IMU for the Improvements or furnish bonds as required by law, then the certified check or cashier's check deposited by the Contractor shall be cashed, or the bid bond declared forfeited, and proceeds retained by IMU as agreed liquidated damages.

Work is to commence on or about October 15, 2024, unless an earlier start date is negotiated between the Owner and the successful bidder. Work must be substantially complete by June 30, 2025 with all work completed by July 31, 2025.

Plans and specifications governing the proposed improvements have been prepared by P&E Engineering Co., 500 SW 7th St, Suite 100, Des Moines, Iowa 50303. The plans and specifications, prior proceedings of IMU referring to and defining the improvements and a proposed contract are hereby made a part of this

notice by reference. The proposed contracts shall be executed in accordance with them. Copies of the plans and specifications may be obtained from P & E Engineering Co.

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

IMU reserves the right to reject any or all proposals and to waive informalities. Published upon order of the Board of Trustees Indianola Municipal Utilities, Indianola, Iowa.

Monica Thompson
IMU Board of Trustees Secretary

RESOLUTION NO

RESOLUTION SETTING PUBLIC HEARING AND LETTING FOR DOWNTOWN UNDERGROUND CONVERSION PROJECT, WEST ALLEY PREMISE WIRING MODIFICATION

Whereas, the Electric Department has requested; and

Whereas, the Board of Trustees deems it advisable and necessary to work on the Downtown Underground Conversion Project, West Alley Premise Wiring Modification; and

Whereas, the Board of Trustees has caused to be prepared plans, specifications and form of contract together with an estimate of costs; and

Whereas the plans, specifications and form of contract and estimate of cost may be adopted in a contract for the making of the public improvements, and it is necessary pursuant to Chapter 384, Code of Iowa, as amended, to hold a public hearing and to advertise for bids.

NOW, THEREFORE BE IT RESOLVED BY THE INDIANOLA MUNICIPAL UTILITIES BOARD OF TRUSTEES

Section 1: That this Board will meet on September 23, 2024 at 5:30 p.m. in the IMU Customer Service Center, Indianola, Iowa, at which time they will hold a public hearing on the plans and specifications for the aforementioned project. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the project.

Section 2: That this Board will meet on September 23, 2024 at 5:30 p.m., in IMU Customer Service Center, Indianola, Iowa, and subsequent to the public hearing on said documents, it will consider all bids filed pursuant to the plans, specifications, form of contract, and cost for the aforementioned project.

Section 3: That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders as part of said specifications.

Section 4: Sealed proposals will be received at Indianola Municipal Utilities Customer Service Building, at 210 West 2nd Avenue, Indianola, Iowa until 2:00 p.m. on September 12, 2024. The bids will be acted upon by the Board of Trustees at its regular meeting to be held in the IMU Customer Service Center, Indianola, Iowa at 5:30 p.m. on September 23, 2024, or at such later time and place as may then be fixed.

Section 5: That the Notice to Bidders shall be posted in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the City of Indianola's website, which shall be in accordance with the State Code of Iowa. Posting shall be not less than thirteen clear days nor more than forty-five days prior to September 12, 2024, which is hereby fixed as the date for receiving bids.

Section 6: That the Board Secretary be and is hereby directed to publish notice of hearing once in the "Indianola Record Herald and Tribune", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 p.m. on September 23, 2024

Passed and approved this 26th day of August, 2024

Deb White, Chairperson

Monica Thompson, Board Secretary

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Index

SECTION TITLE

Bidding Requirements

00050	Notice to Bidders and Notice of Public Hearing
00200	Instructions to Bidders
00410	Bid Form

Contract Documents

00410	Bid Proposal and Bidding Form (as submitted by successful bidder)
00520	Agreement
00610	Performance Bond
00615	Payment Bond
00700	General Conditions of the Contract {These are the Standard General Conditions of the Construction Contract as published by the Engineers Joint Contract Documents Committee (EJCDC) as Document No. C700 (2018 Edition)}
00800	Supplementary Conditions
00850	IMU Safety Requirements

Construction Specifications

01000	General Requirements
16403	Premise Wiring Modifications
16405	Cable Specifications

Drawings

E9790-810A	Plan and building index
E9790-810B	Plan and building index
E9790-811	Secondary One Line
E9790-812	Service Entrance Details, Buildings B25, B26, and B27
E9790-813	Service Entrance Details, Buildings B28, B29, B30, B36, B37, B38, B39, B40, B41, and B42
E9790-814	Service Entrance Details, Buildings B44, B68, and B69; Meter Details Loc 022 and Loc 072
E9790-815	Service Entrance Details, Buildings B45 and B46

NOTICE OF HEARING AND LETTING
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract

Sealed proposals will be received by the Board of Trustees of Indianola Municipal Utilities (IMU), Indianola, Iowa, (Owner) at the IMU Customer Service Center, 210 W. 2nd Ave., Indianola, Iowa until 2:00 P.M. local time on September 12, 2024 for a project identified as DOWNTOWN UNDERGROUND CONVERSION PROJECT, WEST ALLEY PREMISE WIRING MODIFICATION, and as described in detail in the specifications for the project now on file in the IMU Customer Service Center. Proposals will be opened in public session at that time. Proposals will be acted upon by the Board of Trustees at a meeting to be held at the IMU Customer Service Center, 210 W. 2nd Ave., Indianola, Iowa at 5:30 P.M. local time on September 23, 2024 or at such later time and place as may then be fixed. At that time and place a hearing will be held on the proposed plans, specifications, form of contract and estimate of cost for the improvements, and at the hearing any interested person may appear and file objections to the project or to the cost of the improvements.

The Work includes modifications to existing building premise wiring to accommodate the change from overhead to underground service and the installation of new underground service cables in existing conduits.

Each proposal shall be sealed in an envelope marked "BIDS FOR WEST ALLEY PREMISE WIRING MODIFICATION CONTRACT". Each bid must be accompanied in a separate envelope by a bid bond, certified check or cashier's check drawn on a State of Iowa or federally chartered bank, or a certified share draft on a State of Iowa or federally chartered credit union, in an amount not less than five per cent (5%) of the total value of the Proposal, and made payable to the Owner as a security that the bidder will enter into a contract for the Work within ten (10) days after the award of the contract to such bidder.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after they are opened.

Payment will be made to the contractor in an amount of 95% of the completed contract value, upon acceptance of the improvements by IMU. The balance of the amount due the successful bidder will be paid not earlier than 31 days from the final acceptance of the improvements by IMU, subject to the conditions and in accordance with the provisions of Chapter 384 and 573 of the Code of Iowa

Payment to the Contractor for completion of the improvements will be made in cash derived from available cash on hand from revenue and such other sources as may be available to IMU. The City of Indianola shall not incur any general obligation for the Improvements. The contract for the furnishing of the improvements shall not constitute a general obligation of the City of Indianola nor be payable in any manner by taxation.

The successful bidder will be required to furnish a performance bond and a payment bond in an amount equal to 100% of the contract price, the bonds to be issued by a responsible surety approved by IMU, and shall guarantee the faithful performance of the contract and the terms and conditions contained in it, and save harmless IMU from claims and damages of any kind caused by the operations of the Contractor.

If the successful bidder fails to enter into a contract with IMU for the Improvements or furnish bonds as required by law, then the certified check or cashier's check deposited by the Contractor shall be cashed, or the bid bond declared forfeited, and proceeds retained by IMU as agreed liquidated damages.

Work is to commence on or about October 15, 2024, unless an earlier start date is negotiated between the Owner and the successful bidder. Work must be substantially complete by June 30, 2025 with all work completed by July 31, 2025.

Plans and specifications governing the proposed improvements have been prepared by P&E Engineering Co., 500 SW 7th St, Suite 100, Des Moines, Iowa 50303. The plans and specifications, prior proceedings of IMU referring to and defining the improvements and a proposed contract are hereby made a part of this

notice by reference. The proposed contracts shall be executed in accordance with them. Copies of the plans and specifications may be obtained from P & E Engineering Co.

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

IMU reserves the right to reject any or all proposals and to waive informalities. Published upon order of the Board of Trustees Indianola Municipal Utilities, Indianola, Iowa.

Monica Thompson
IMU Board of Trustees Secretary

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders	2
Article 4— Pre-Bid Conference	3
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	3
Article 6— Bidder’s Representations and Certifications	5
Article 7— Interpretations and Addenda	5
Article 8— Bid Security	6
Article 9— Contract Times.....	6
Article 10— Substitute and “Or Equal” Items.....	6
Article 11— Subcontractors, Suppliers, and Others.....	7
Article 12— Preparation of Bid	7
Article 13— Basis of Bid.....	8
Article 14— Submittal of Bid.....	9
Article 15— Modification and Withdrawal of Bid	9
Article 16— Opening of Bids.....	10
Article 17— Bids to Remain Subject to Acceptance	10
Article 18— Evaluation of Bids and Award of Contract.....	10
Article 19— Bonds and Insurance	11
Article 20— Signing of Agreement	11
Article 21— Sales and Use Taxes.....	11
Article 22— Contracts to Be Assigned.....	11

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders. The Issuing Office for this project will be P & E Engineering Co., 500 SW 7th St., Suite 100, Des Moines, IA 50303.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents in printed or electronic (digital) format (compact disk, USB, or direct transmittal) from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. Bidding Documents will be made available as Electronic Documents in the following manner.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) Version 1.4. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and

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**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

reproductions prepared from those versions are identical in every manner to the paper copies.

- B. The Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Sheet 16403-5, Conduit and Cable Schedule as an .xlsx file
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. The Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

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

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be held for this project.
- 4.02 Not Used.

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

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

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Other Site-related Documents

A. No other Site-related documents are available.

5.04 Site Visit and Testing by Bidders

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. Not Used.

C. Bidders visiting the Site are required to arrange their own transportation to the Site.

D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner contact. Bidder must conduct the required Site visit during normal working hours.

Mr. Mike Metcalf
Indianola Municipal Utilities
515-962-5305 (office)

E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents via email to arpowers@peengr.com and must include "Question related to IMU Project" in the subject line. Confirm the email has been received by calling AI Powers at 515-979-7496.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form prescribed in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for any portion of the Work within five days after Bid opening:
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

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

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**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

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

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum plus Unit Price*

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

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form. See Paragraph 12.02 for Bid Documents that are received as Electronic Documents
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder. This package shall be plainly labeled "BID ENCLOSED." The package must contain two sealed opaque envelopes, one for the Bid and other required documents and one for the Bid Security.
- 14.03 The sealed envelope containing the Bid and all required documents (except for the bid security) must be plainly marked with the notation "BID ENCLOSED".
- 14.04 The sealed envelope containing the bid security must be plainly marked with the notation "BID SECURITY ENCLOSED".
- 14.05 A Bid sent by mail shall be addressed to:
- Indianola Municipal Utilities
Attn: Ms. Chris Longer
210 West 2nd Ave.
Indianola, Iowa 50125
Phone 515-962-5302
- 14.06 A bid sent by delivery service or hand delivered shall be delivered to:
- Indianola Municipal Utilities
Attn: Ms. Chris Longer
210 West 2nd Ave.
Indianola, Iowa 50125
Phone 515-962-5302
- 14.07 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted
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**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

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

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder whose bid is considered to be in the best interest of the Owner.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

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

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and/or electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is subject to state and local sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 This Article is not used.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Indianola Municipal Utilities
210 W Second Ave.
Indianola, Iowa 50125

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.02 The Work generally consists of the following major items of work but is not limited to the items listed below.

- a. Convert building electrical services from overhead to underground on eighteen (18) buildings that are located along and adjacent to the alleys bounded by N. B St., Buxton St., Ashland Ave., and W. 1st Ave.
- b. Install underground cable in existing ducts from the utility source point (transformer, pedestal, or handhole) to each building.
- c. Perform work on buildings as shown on the drawings.
- d. Install group metering installations as shown on the drawings.
- e. Furnish all material required for the completion of the Work.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. A completed Iowa Department of Labor Bidder Status Form (309-6001) regarding the Contractor's resident status within the State of Iowa.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

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

3.01 Lump Sum Bids

- A. Bidder (_____) will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price for Base Bid	\$
---------------------------------	----

3.02 Unit Price Bids

- A. No unit price items are included in this bid

ARTICLE 4—TIME OF COMPLETION

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

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

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

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

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**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

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

6.02 Bidder's Certifications

A. The Bidder certifies the following:

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

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Contract Documents
Section 00520 – Agreement**

This Agreement is by and between Indianola Municipal Utilities (“Owner”) and

_____ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

- a. Convert building electrical services from overhead to underground on eighteen (18) buildings that are located along and adjacent to the alleys bounded by N. B St., Buxton St., Ashland Ave., and W. 1st Ave.
- b. Install underground cable in existing ducts from the utility source point (transformer, pedestal, or handhole) to each building.
- c. Perform work on buildings as shown on the drawings.
- d. Install group metering installations as shown on the drawings.
- e. Furnish all material required for the completion of the Work..

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Convert existing utility distribution system from overhead to underground.

ENGINEER

3.01 The Owner has retained P & E Engineering Co. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 3—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. See Paragraph 4.0 of Contract Section 01000.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Contract Documents
Section 00520 – Agreement**

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before December 1, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 30, 2024.

ARTICLE 4—CONTRACT PRICE

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

- A. For all Work other than Unit Price Work,
Base Bid (Total Lump Sum Amount), a lump sum of \$_____.
- B. Not Used

ARTICLE 5—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, which is to be submitted on or about the 1st day of each month during performance of the Work, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment stored but not yet incorporated in the Work (with the balance being retainage).
- B. Following Substantial Completion, partial payment of retainage may be made in accordance with the Contract Documents and applicable State Law.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Contract Documents
Section 00520 – Agreement**

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 6—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions, Section 00700.
 - 4. Supplementary Conditions, Section 00800.
 - 5. General Requirements, section 01000.
 - 6. Specifications as listed in the table of contents of the project manual.
 - 7. Drawings as listed in the table of contents of the project manual.
 - 8. Addenda (numbers ____ to ____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Contract Documents
Section 00520 – Agreement**

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Contract Documents
Section 00520 – Agreement**

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

8.02 Contractor's Certifications

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

8.03 Standard General Conditions

- A. Owner stipulates the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee (Section 00700 of the Contract), and that all modifications to the standard wording of such published document are shown in the Supplementary Conditions.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Contract Documents
Section 00520 – Agreement

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

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

Owner:

Indianola Municipal Utilities

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Indianola Municipal Utilities

210 West 2nd Ave.

Indianola, Iowa 5012

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

PERFORMANCE BOND TO BE INSERTED HERE

PAYMENT BOND TO BE INSERTED HERE

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology.....	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance	7
2.02 Copies of Documents	8
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	8
2.05 Acceptance of Schedules.....	8
2.06 Electronic Transmittals.....	9
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards	10
3.03 Reporting and Resolving Discrepancies.....	10
3.04 Requirements of the Contract Documents.....	11
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	12
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	13
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas	14
5.03 Subsurface and Physical Conditions.....	16

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5.04	Differing Subsurface or Physical Conditions	16
5.05	Underground Facilities	18
5.06	Hazardous Environmental Conditions at Site	20
Article 6—Bonds and Insurance		22
6.01	Performance, Payment, and Other Bonds.....	22
6.02	Insurance—General Provisions.....	23
6.03	Contractor’s Insurance	25
6.04	Builder’s Risk and Other Property Insurance.....	26
6.05	Property Losses; Subrogation	27
6.06	Receipt and Application of Property Insurance Proceeds	28
Article 7—Contractor’s Responsibilities		28
7.01	Contractor’s Means and Methods of Construction	28
7.02	Supervision and Superintendence	29
7.03	Labor; Working Hours	29
7.04	Services, Materials, and Equipment.....	29
7.05	“Or Equals”	30
7.06	Substitutes	31
7.07	Concerning Subcontractors and Suppliers	32
7.08	Patent Fees and Royalties	34
7.09	Permits	34
7.10	Taxes.....	34
7.11	Laws and Regulations.....	35
7.12	Record Documents.....	35
7.13	Safety and Protection.....	35
7.14	Hazard Communication Programs	37
7.15	Emergencies.....	37
7.16	Submittals.....	37
7.17	Contractor’s General Warranty and Guarantee	40
7.18	Indemnification.....	41
7.19	Delegation of Professional Design Services.....	41
Article 8—Other Work at the Site		42
8.01	Other Work.....	42

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8.02	Coordination	43
8.03	Legal Relationships.....	43
Article 9—Owner’s Responsibilities		44
9.01	Communications to Contractor	44
9.02	Replacement of Engineer	44
9.03	Furnish Data.....	45
9.04	Pay When Due	45
9.05	Lands and Easements; Reports, Tests, and Drawings	45
9.06	Insurance	45
9.07	Change Orders	45
9.08	Inspections, Tests, and Approvals.....	45
9.09	Limitations on Owner’s Responsibilities.....	45
9.10	Undisclosed Hazardous Environmental Condition.....	45
9.11	Evidence of Financial Arrangements.....	45
9.12	Safety Programs.....	45
Article 10—Engineer’s Status During Construction.....		46
10.01	Owner’s Representative	46
10.02	Visits to Site	46
10.03	Resident Project Representative.....	46
10.04	Engineer’s Authority.....	46
10.05	Determinations for Unit Price Work.....	47
10.06	Decisions on Requirements of Contract Documents and Acceptability of Work	47
10.07	Limitations on Engineer’s Authority and Responsibilities	47
10.08	Compliance with Safety Program.....	48
Article 11—Changes to the Contract.....		48
11.01	Amending and Supplementing the Contract	48
11.02	Change Orders	48
11.03	Work Change Directives	49
11.04	Field Orders.....	49
11.05	Owner-Authorized Changes in the Work.....	49
11.06	Unauthorized Changes in the Work	50
11.07	Change of Contract Price	50

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11.08	Change of Contract Times.....	51
11.09	Change Proposals.....	51
11.10	Notification to Surety	52
Article 12—	Claims	53
12.01	Claims	53
Article 13—	Cost of the Work; Allowances; Unit Price Work	54
13.01	Cost of the Work	54
13.02	Allowances.....	58
13.03	Unit Price Work.....	58
Article 14—	Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	59
14.01	Access to Work.....	59
14.02	Tests, Inspections, and Approvals.....	59
14.03	Defective Work	60
14.04	Acceptance of Defective Work.....	61
14.05	Uncovering Work	61
14.06	Owner May Stop the Work	62
14.07	Owner May Correct Defective Work	62
Article 15—	Payments to Contractor; Set-Offs; Completion; Correction Period.....	62
15.01	Progress Payments	62
15.02	Contractor's Warranty of Title	66
15.03	Substantial Completion	66
15.04	Partial Use or Occupancy.....	67
15.05	Final Inspection	67
15.06	Final Payment	68
15.07	Waiver of Claims	69
15.08	Correction Period	69
Article 16—	Suspension of Work and Termination.....	70
16.01	Owner May Suspend Work.....	70
16.02	Owner May Terminate for Cause.....	70
16.03	Owner May Terminate for Convenience	72
16.04	Contractor May Stop Work or Terminate.....	72
Article 17—	Final Resolution of Disputes	72

17.01	Methods and Procedures	72
Article 18—	Miscellaneous	73
18.01	Giving Notice.....	73
18.02	Computation of Times	73
18.03	Cumulative Remedies.....	73
18.04	Limitation of Damages.....	73
18.05	No Waiver	74
18.06	Survival of Obligations.....	74
18.07	Controlling Law	74
18.08	Assignment of Contract	74
18.09	Successors and Assigns.....	74
18.10	Headings	74

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

10. *Claim*

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

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

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

instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water,

other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

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

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

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

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

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or

progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

G. Nothing in the Contract Documents creates:

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error,

ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings,

Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent

areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

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

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

5.04 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 - 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 - 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

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

of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to

(1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

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

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

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

7.17 Contractor's General Warranty and Guarantee

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

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or

alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

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- 9.03 *Furnish Data*
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

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

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

13.01 Cost of the Work

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

compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

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

machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered

by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

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

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

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 Defective Work

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

costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work

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completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

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

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the

amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

**SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT**



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**SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
Article 2— Preliminary Matters	1
Article 3— Contract Documents: Intent, Requirements, Reuse	4
Article 4— Commencement and Progress of the Work	4
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions	5
Article 6— Bonds and Insurance	6
Article 7— Contractor’s Responsibilities	100
Article 8— Other Work at the Site	111
Article 9— Owner’s Responsibilities	111
Article 10— Engineer’s Status During Construction	12
Article 11— Changes to the Contract	122
Article 12— Claims.....	122
Article 13— Cost of Work; Allowances, Unit Price Work.....	122
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	122
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period	122
Article 16— Suspension of Work and Termination	133
Article 17— Final Resolutions of Disputes.....	133
Article 18— Miscellaneous	155
Exhibit A— Software Requirements for Electronic Document Exchange.....	1

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions**

**SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT**

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Section 00700 of this Contract. The General Conditions remain in full force and effect except as amended.

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01 Add the following

IMU Contractor or Utility Contractor: Contractor as defined in the General Conditions, *The* individual or entity with which Owner has contracted for performance of the Work.

Owner: Indianola Municipal Utilities

Engineer: P & E Engineering Co., Des Moines, Iowa

ARTICLE 2—PRELIMINARY MATTERS

SC-2.06 *Electronic Transmittals*

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

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. *Basic Requirements*
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions**

non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 5.0 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions**

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.06 *Drawings*

SC-3.06 Add the following new paragraph immediately after Paragraph 3.05:

3.06 *Drawings*

- A. Details of construction and other engineering data are shown on the included Drawings. In addition to these drawings, other drawings or data may hereafter be furnished and issued by Engineer to explain portions of the work covered by these Specifications in more detail.
- B. The Drawings, in general, are to scale, but figured dimensions shall always be followed and Drawings shall not be scaled.
- C. Engineer will give Contractor reasonable assistance in interpreting the Drawings and Specifications, but such assistance shall not relieve Contractor from any responsibility for his work.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 *Starting the Work*

SC-4.02 Add the following paragraphs immediately after Paragraph 4.02.A.

- B. The Contractor shall notify Owner and Engineer 24 hours before starting operations under this Contract, both initially and after any lapse of work lasting more than seven (7) consecutive calendar days.
- C. Contractor shall notify Owner each day in a manner set by Owner regarding when and where Contractor is working on Owner's properties. At no time shall Contractor be on Owner's property or working on or around Owner's system without Owner's knowledge of said fact.

4.03 *Reference Points*

SC-4.03 Add the following paragraph immediately after Paragraph 4.03.A.

- B. Engineer will provide staking for the Project as defined in the General Requirements, Staking and Layout Section.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents**

Section 00800 – Supplementary Conditions

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

5.03 Subsurface and Physical Conditions

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

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

Report Title	Date of Report	Technical Data
No reports of explorations or tests of subsurface conditions at or adjacent to the Site are known to the Owner or Engineer.		None

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

Drawings Title	Date of Drawings	Technical Data
No drawings showing existing physical conditions at or adjacent to the Site are known to the Owner or Engineer.		None

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

5.05 Underground Facilities

SC-5.05.A Delete Paragraph 5.05 and insert the following in its place:

5.05 Underground Facilities

Only limited underground excavation is anticipated for this Contract. Contractor shall comply with applicable state and local utility damage prevention Laws and Regulations before making any underground disturbance, including the installation of ground rods.

5.06 Hazardous Environmental Conditions

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

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

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

Report Title	Date of Report	Technical Data
No reports of Hazardous Environmental Conditions at or adjacent to the Site are known to the Owner or Engineer.		None

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
No drawings showing hazardous environmental conditions at or adjacent to the Site are known to the Owner or Engineer.		None

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition), or an alternative form that is acceptable to the Owner. A sample of the EJCDC form is included in Section 00610 of this Contract,
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition), or an alternative form that is acceptable to the Owner. A sample of this form is included in Section 00615 of this Contract.

6.02 Insurance—General Provisions

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

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

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

- D. Not Used
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
- damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 - damages insured by reasonably available personal injury liability coverage, and
 - damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
- Products and completed operations coverage.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

- a. Such insurance must be maintained for three years after final payment.
- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Not Used.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 2010 and CG 2037 (together), editions 10/01, 07/04, or 04/13.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
 1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

I. *Commercial General Liability—Minimum Policy Limits*

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

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

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$500,000
Each Accident	\$500,000
Property Damage	
Each Accident	\$500,000
or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

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

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

L. Not used.

M. Not Used.

N. Not Used.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04.A Builder's Risk insurance coverage is not required for this Contract.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions**

SC-6.04.B Owner's property insurance coverage is not required for this Contract.

SC6.04.C Property insurance for Substantially Complete Facilities is not required for this Contract.

SC-6.04.D Delete Paragraph 6.04.D and insert the following in its place:

D. All portions of the Work are subject to Partial Use or Utilization as soon as the wires, cable, equipment, and other materials are installed and energized by the Contractor.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

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

1. Regular working hours are limited to 7:00 AM to 7:00 PM, Monday through Friday. Work within buildings or affecting the electric supply to buildings may be further restricted by the Building Owner's requirements.

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

- D. Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner, Engineer, Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day, except as provided in Paragraph 18.4 of the General Requirements (Section 01000).

7.10 Taxes

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

- B. The Owner is not exempt from State of Iowa Sales and Use tax for materials that are incorporated into an electric utility project. Contractor shall include all applicable taxes in the bid amount.

7.13 Safety and Protection

SC-7.13 Add a new paragraph immediately after Paragraph 7.13.J;

- K. Contractor will be required to follow all Owner's safety rules included in the Safety Manual for the City of Indianola. The pertinent safety rules are shown on page 14 of this manual, which is attached to and made a part of this Contract in Section 0850. The entire Safety Manual can be viewed at the IMU main office at 210 W Second Ave, Indianola, Iowa.

7.16 Submittals

SC-7.16 Delete Paragraphs 7.16.A, 7.16.B, 7.16.C, and 7.16.D, and insert the following in its place:

- A. Shop drawings and samples will be required for Contractor furnished materials, including all meter sockets, panelboards, and similar equipment.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions
ARTICLE 8—OTHER WORK AT THE SITE**

There are no Supplementary Conditions referring to this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

- A. The Owner’s Site Representative will be an employee of the Owner and will be identified prior to the start of construction. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. The Owner’s Site Representative will:
 - 1. Be the primary day to day contact for the Contractor’s on-site project manager
 - 2. Coordinate the interaction between Contractor’s work and the Owner’s system
 - 3. Not Used
 - 4. Review Contractor’s Work and notify Engineer of any concerns regarding the acceptability of the Work.
 - 5. Provide information to Engineer on the progress of the work as needed for Engineer to review Applications for Payment
 - 6. Authorize minor deviations from the Contract Documents or substitution of materials or equipment (including “or-equal” items) that will not change the Contract Price or Contract Times.
- D. The Owner’s Site Representative will not:
 - 1. Authorize any deviation from the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers; nor of Engineer (except as specifically listed above).
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Provide any tools, equipment, or labor that is included in the Contractor’s scope of responsibility.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions
ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION**

There are no Supplementary Conditions referring to this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

There are no Supplementary Conditions referring to this Article.

ARTICLE 12—CLAIMS

There are no Supplementary Conditions referring to this Article.

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

13.01 *Cost of the Work*

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

When Contractor’s compensation (including the value of Extra Work) is determined in whole or in part by the hourly cost of equipment, the hourly rate shall not exceed the greater of the rate shown in the most current edition of the Rental Rate Blue Book for Construction Equipment, and the AED Green Book: Rental Rates & Specifications for Construction Equipment.

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

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

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

There are no Supplementary Conditions referring to this Article.

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

15.01 *Progress Payments*

SC-15.01 Amend Paragraph 15.01.D.1 to read as follows:

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

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions**

15.04 *Partial Use or Occupancy*

SC-15.04 Delete Paragraph 15.04 and insert the following in its place:

15.04 *Partial Use or Occupancy*

- A. The Contractor acknowledges the intent of the Owner that all portions of the system are subject to partial use as soon as they are installed and energized by the Contractor, so long as such partial utilization will not damage or hinder the Contractor's Work.

15.06 *Final Payment*

SC-15.06.A Add the following new Paragraph 15.06.A.2.f:

- f. A list of any and all third party claims that the Contractor has received or is otherwise aware of that relate in any manner to the work performed under the Contract (including claims described in Paragraph 5.02.A.2 or 7.13.D of the General Conditions), the status of each claim, and the potential liability related to any claims that have not been settled. Documentation must be provided to verify the resolution of each claim that has been settled.

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

- E. The balance of the amount due, less any sum to which Owner is entitled, including but not limited to set-offs allowed under the provisions of this Contract, and less the potential liability associated with any unresolved third party claims as described in Paragraph SC-15.06.A.2.f, will be paid no earlier than 31 days from final acceptance of the improvements by Owner, subject to the conditions and in accordance with the provisions of Chapter 384 and 573 of the Code of Iowa.
- F. If an amount is withheld from the final payment to cover the potential liability associated with third party claims as described in Paragraph SC-15.06.A.2.f, this amount will be paid within 30 days of Contractor providing evidence satisfactory to Owner and Engineer that the claim(s) have been resolved.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

There are no Supplementary Conditions referring to this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

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

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 Attorneys' Fees

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

ARTICLE 18—MISCELLANEOUS

There are no Supplementary Conditions referring to this Article.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.6	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format Version 4.1			
DOC	Microsoft® Word .docx format Version 2013			
EXC	Microsoft® Excel .xlsx format Version 2013			

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Contract Documents
Section 00800 – Supplementary Conditions

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.6	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format Version 4.1			
DOC	Microsoft® Word .docx format Version 2013			
EXC	Microsoft® Excel .xls or .xml format Version 2013			

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 00850 – IMU Safety Requirements

- 1.0 IMU Safety Requirements
- 1.1 See Supplementary Conditions Paragraph SC-7.13 and Paragraph 10.0 in Section 01000 for additional requirements related to working with energized conductors and general safety considerations.
- 1.2 The following three pages contain the pertinent sections of the IMU Safety Manual. The requirements of this manual are incorporated into this Contract.
- 1.3 The complete IMU Safety Manual is available for viewing at the IMU office at 210 W. Second Ave, Indianola, Iowa.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 00850 – IMU Safety Requirements**

(Page 12)

Outside Contractors

In hiring short-term contractors, the City of Indianola and/or Indianola Municipal Utilities will require the contractors to submit proof of their safety programs and successful safety training. Before a contractor commences work in the City of Indianola or Indianola Municipal Utilities workplace, the project coordinator and/or supervisor who controls the work area will be responsible for informing all outside contractors of the elements of all safety programs of the city/IMU that affect the project.

Contractors who fail to follow safety program requirements will be asked to leave the premises. Contractors with an insufficient program will not be allowed to begin work until their program meets or exceeds the requirements of this program.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 00850 – IMU Safety Requirements**

(Page 14)
Basic Safety Rules

General Safety Rules

1. Each employee will be required to comprehend and abide by the contents of this safety program.
2. All accidents, incidents and near misses no matter how minor, shall be reported immediately to the supervisor.
3. All hazardous conditions, actions and/or practices shall be reported to the supervisor.
4. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
5. Employees are only to operate equipment/tools that they are trained and authorized to operate.
6. Smoking is prohibited in areas where there is a danger to equipment, materials, coworkers or buildings, or where "No Smoking" signs are posted.
7. Employees must use all safety devices and personal protective equipment provided for their protection.
8. Employees shall wear clothing and shoes suitable for the particular work they are doing.
9. Employees must use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.
10. Guards are never to be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.
11. The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances is subject to disciplinary action.
12. Any employee taking prescription drugs or over-the-counter drugs that could impair assigned work shall report this fact to the supervisor.
13. Employees shall not engage in practical jokes or horseplay that could result in injury to themselves, others or cause property damage.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 00850 – IMU Safety Requirements**

Specific Safety Programs and Procedures

Employees will be trained on specific programs and procedures in their departments that may include the following:

- A. Personal Protective Equipment
- B. Respiratory Protection
- C. Hearing Conservation
- D. Lockout/Tagout
- E. Confined Spaces Entry
- F. Hazardous Communications
- G. Blood-Borne Exposure Control Plan

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
SECTION 01000 – General Requirements

1.0 PROJECT DESCRIPTION

- 1.1 The project Site is located within the city limits of Indianola, Iowa for the Indianola Municipal Utilities, Indianola, Iowa. This project includes furnishing all material, labor, tools, equipment, and other items necessary to complete the entire project as defined by these Contract Documents.

2.0 SCOPE OF WORK

- 2.1 Bidder shall make his proposal with the understanding that these Drawings and Specifications are intended to cover all of the materials, equipment, and work necessary to complete this project as described, except for those items that are specifically listed as being supplied or completed by Owner or by others. Any intended omissions must be stated by the proposer in writing in his proposal.
- 2.2 Work generally consists of the following major items of work but is not limited to the items listed below.
- a. Convert building electrical services on eighteen (18) buildings that are located along and adjacent to the alleys bounded by N. B St., Buxton St., Ashland Ave., and W. 1st Ave. from overhead to underground.
 - b. Install underground cable in existing ducts from the utility source point (transformer, pedestal, or handhole) to each building.
 - c. Perform work on buildings as shown on the drawings.
 - d. Install group metering installations as shown on the drawings.
 - e. Furnish all material required for the completion of the Work.
- 2.3 Contractor will furnish all equipment and materials required to complete the Work.
- 2.4 The Base Bid includes all Work as defined by the Drawings and Specifications.
- 2.5 Contractor shall provide as built data for the system as installed. This shall include notations on drawings showing any field changes to footages, equipment locations, or connections.

3.0 WORK BY OWNER OR BY OTHERS

- 3.1 The following work is not a part of this Contract and will be performed by the Owner or others.
- a. Removal of overhead service drops and attachments.
 - b. Specific items identified on drawings as "BY OTHERS".

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
SECTION 01000 – General Requirements

4.0 SCHEDULE

4.1 Contractor may begin work at any time after receiving a Notice to Proceed. The Notice to Proceed is expected to be issued on or about October 15, 2024. All Work must be substantially completed by June 30, 2025; with Final Completion by July 31, 2025.

4.2 Not Used

4.3 Work hours will be restricted to Monday through Friday, 7:00 AM to 7:00 PM, unless arrangements are made in advance for specific tasks. See Paragraph 18 for scheduling of outages.

5.0 SEQUENCE OF WORK

5.1 With the exception of the specific requirements in Paragraph 4.0, the work sequence is at the discretion of the Contractor.

6.0 NOT USED

7.0 STORAGE OF MATERIAL AND EQUIPMENT

7.1 Any storage space required by the Contractor must be arranged for by Contractor.

8.0 MATERIALS

8.1 Contractor is to furnish and pay for all materials necessary for the completion of the Work. All materials supplied by Contractor shall be new and unused.

8.2 Not Used

8.3 Distances shown in the staking sheet or on drawings shall not be used by the Contractor for ordering or cutting lengths without field verification.

8.4 If the total amount of cable or the quantities of major equipment items actually installed differs from that shown in the Contract Documents an appropriate adjustment will be made in the final Contract Amount.

8.5 The Bill of Material is provided solely as a reference and guide for Contractor. All material and labor that is required to complete the Work as described by the Contract Documents is to be provided by Contractor, regardless of whether or not any specific items are included in the Bill of Material and regardless of the quantities shown.

8.6 It is the responsibility of Contractor to verify all existing conductor and equipment information and data before ordering conductor sensitive hardware, including connectors, sleeves, lugs, terminals, etc. All hardware must be rated by the manufacturer for use with the specific conductor that it is installed on. Owner makes no

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
SECTION 01000 – General Requirements

representation as to the required length of any bolts or other hardware that are indicated on the drawings or bill of material as “various lengths” or “as required”.

- 8.7 Contractor is responsible for supplying Owner with a list of all equipment to be supplied for use on the project, complete with manufacturer and catalog number, within one week of the issuing of the Notice to Proceed. All substitutions and “Or-Equal” items shall be identified and presented as described in Paragraph 6.05 of the General Conditions. The Costs described in Paragraph 6.05.E. of the General Conditions will not be assessed for evaluation of substitutions that involve standard equipment items manufactured by well known and reputable suppliers.
- 8.8 Contractor will dispose of all removed materials.
- 8.9 Contractor is responsible for cutting, patching, repairing, and replacing building surfaces and structures as required to complete conversion of electric services from overhead to underground, using persons or firms skilled in the specific trades involved. All sub-contractors providing work on buildings must be approved by Owner prior to starting work.
- 8.10 IMU will provide building owner contact information and copies of the signed agreements between the building owner and IMU for the prosecution of the work. Building modifications shown on the drawings, including wall penetrations for conduit installation, relocation or modification of roof drains, and modification of peripheral items such as wood awning must be coordinated with the building owner. Contractor is responsible for contacting the building owners, confirming the nature and extent of the planned work, and ensuring that the owner understands and agrees to the work.

9.0 SITE AND OTHER AREAS

- 9.1 Contractor shall cooperate with businesses to minimize the interference with normal operations. Contractor will be expected to exhibit reasonable flexibility in working with commercial customers to accommodate work schedules and specific timing requests. This includes adjusting working hours to allow specific work to be completed either before or after normal hours.

10.0 ENERGIZED EQUIPMENT

- 10.1 Contractor acknowledges that Contractor’s employees are aware of the potentially dangerous nature of electricity and are qualified to work on and in the vicinity of secondary (600 volt class) and primary (15kV class) electric facilities that have not been de-energized. The existing facilities shall remain in operation and energized at all times except when outages are scheduled on individual circuits. Contractor shall take whatever steps are necessary to protect the existing facilities and maintain them so that they do not interfere with or pose a danger to either the new construction, his operation, Owner’s workers, or the general public. The cost of such actions shall be included in Contractor’s prices as no separate payment will be made.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
SECTION 01000 – General Requirements

- 10.2 Contractor is to provide labor and equipment to provide protection for Contractor's work crews.
- 10.3 In the event the work cannot be performed safely, Contractor shall notify Owner and Engineer, and shall cease work until arrangements are made to proceed safely.
- 10.4 Contractor shall ensure that only qualified persons are permitted to work on or near energized facilities, and that all applicable standards and regulations are followed, including observance of approach boundaries as specified in the current edition of NFPA 70E.
- 10.5 See Supplementary Conditions Paragraph SC-7.13 and Contract Section 00850 for Owner's safety requirements.

11.0 STAKING

- 11.1 No staking or layout will be provided for this project, as all below grade and grade mounted equipment and conduit is existing and in place (except for new group meter installations).
- 11.2 Contractor must coordinate and confirm the location of all new conduit and equipment installed on buildings with the building owner and with IMU.

12.0 NOT USED

13.0 REMOVAL WORK

- 13.1 Cable and equipment are to be removed as indicated on the drawings. All materials are to be promptly removed from the work Site.

14.0 NOT USED

15.0 NOT USED

16.0 TRAFFIC CONTROL

- 16.1 Contractor shall furnish and use signs and flagmen as required to protect the traveling public and the Contractor's personnel. All traffic control measures and devices shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) as published on the web site of the U.S. Department of Transportation, Federal Highway Administration at <http://mutcd.fhwa.dot.gov>.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
SECTION 01000 – General Requirements

17.0 PERMITS

- 17.1 See Section 16403 for electrical installation permit requirements.
- 17.2 No other DOT or other governmental construction or inspection permits are expected to be required.

18.0 OUTAGES AND CUSTOMER NOTIFICATIONS

- 18.1 All customer outages required for the execution of the Work shall be kept to the shortest time duration possible and must be scheduled in coordination with the affected customers.
- 18.2 Customer outages may be scheduled during normal business hours only when acceptable to the affected customer. Outages will generally be required to be scheduled outside of the customers' normal business hours. It is expected that outages for some commercial customers, including restaurants, will require outages to be scheduled at night or on week ends.

19.0 PROGRESS MEETINGS

- 19.1 Not Used
- 19.2 Progress meetings will be held on a regular basis during all periods of active construction activity. These meetings will normally be held at two week intervals, but the dates and frequency may be adjusted depending on the level of activity and the urgency of issues to be discussed. The Contractor must have its on-site foreman or a qualified substitute in attendance, with the project manager in attendance either personally or via a remote video connection. The progress meetings may be held on-site or at the IMU Customer Service Center, 210 W. 2nd Ave.
- 19.3 The Contractor must maintain a log of the status of work in each building, including dates and records of customer contacts, work progress, inspection status, and service cutover. The current log must be presented to the Owner at each scheduled progress meeting.

END OF SECTION 01000

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 16403 – Premise Wiring Modifications

1.0 General Requirements

- 1.1 This Section applies to all work that is on or in individual buildings; that involves the installation, removal, or modification of meter sockets; conduits and conductors on the load side of meters; and the cables supplying individual meters or groups of meters.
- 1.2 Work generally consists of the following major items of work but is not limited to the items listed below.
- a. Furnish and install meter sockets, conduit, wiring, and other electrical equipment to convert existing overhead electric services to underground supply and make other modifications to existing service equipment as shown on the drawings.
 - b. All temporary work to maintain service to customers during the construction sequence and to minimize the duration of outages required to cut over services to the new source.
 - c. Remove existing conduit and wiring as shown on the drawings.
- 1.3 Not Used
- 1.4 The Contractor responsible for this work must hold a current Electrical Contractor license issued by the State of Iowa and must be authorized to perform work in the City of Indianola.
- 1.5 The person or persons directly responsible for the work must hold a current Journeyman Electrician or Master Electrician license issued by the State of Iowa and must be on site at all times that work is being performed. Additional Apprentice Electricians may be utilized to perform appropriate portions of the work in compliance with State of Iowa regulations.
- 1.6 The Contractor will be required to furnish proof of compliance with the licensing requirements prior to beginning work.
- 1.7 Contractor shall document all existing conditions including the exterior and interior surfaces of buildings and the condition of existing equipment and wiring prior to beginning work at any premise. Documentation shall include photos with meta-data showing the date and time the photo was taken.

2.0 Installation Requirements

- 2.1 The Contractor is responsible for the Work listed in Items 2.1.a. through f. below, and must ensure that all service connections and reconnections required under this project meet all applicable requirements of the current NEC (NFPA 70-2020) and the standards of good electrical practice.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 16403 – Premise Wiring Modifications

- a. The Contractor shall furnish, install, and connect new meter sockets, conduit, conductors, and related materials, and perform other work as shown.
- b. Meter riser conduits that are not exposed to physical damage may be Sch 80 PVC. All other conduit must be EMT or where indicated on drawings or where exposed to severe physical damage Rigid Galvanized Conduit or Intermediate Metal Conduit.
- c. Single conductors installed in above grade conduit shall be copper with type THHN/THWN insulation. Single conductors installed in below grade conduits shall be copper with type XHHW insulation. Multi-conductor assemblies (TX or QD) shall be in accordance with the cable specifications in Section 16405.
- d. All cable and other materials will be supplied by the Contractor.
- e. Existing conduits that penetrate building soffits or roofs shall not be removed unless specifically shown on the drawings. Care must be taken to avoid damaging existing weather seals. All new roof penetrations and any existing roof penetrations that are modified or disturbed must be completed by a roofing contractor that has been approved by the Owner.
- f. All customer outages required for the execution of the Work shall be kept to the shortest time duration possible, and must be scheduled with the affected customers. Under no circumstances is a customer to be left without service overnight. See paragraph 18.0 of Section 01000.

2.2 The Contractor shall not perform any of the following tasks.

- a. Remove service knobs, eyebolts, anchors, or other attachments, the removal of which could allow weather damage or the entrance of vermin, unless the opening is re-sealed in a manner that is approved by the property owner.
- b. Repair, replace or modify customer service wiring or service entrance equipment beyond the minimum required to provide safe reconnection unless specifically shown on the drawings.

Nothing in this section shall be construed to prohibit the Contractor from recommending or providing additional repairs or modifications to customer wiring or service entrance equipment, so long as such repairs or modifications are covered by a separate written contract between the customer and the Contractor, which clearly states that such additional work is not part of, nor a requirement of, Indianola Municipal Utility's Contract for the reconnection or modification of the customer's service entrance.

2.3 Conductor splices shall be made as shown on the drawings. If not otherwise shown, splices shall be made using a compression connector (Burndy YS-L series or

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 16403 – Premise Wiring Modifications

equivalent for copper conductors or YS-A series or equivalent for aluminum and for aluminum to copper), of the correct size for the conductors being joined. Splice sleeves shall be insulated using either heat shrink (Raychem WCSM series or equivalent) or cold shrink (3M 482X series or equivalent),

2.4 No tape insulated splices will be permitted.

2.5 Contractor is responsible for pulling service lateral cables into the transformer, pedestal, or handhole that is the source for each service. Contact the Owner on the day prior to the planned work to schedule access to the equipment. Owner will connect and energize the newly installed service lateral after receiving acknowledgement from the inspector that the new service installation has been approved, and will de-energize the existing overhead service drop when requested by the Contractor.

3.0 Codes and Standards

3.1 The following are made part of this document by reference.

- a. National Electrical Code, NFPA 70-2020
- b. Handbook for Electrical Safety in the Workplace, NFPA 70E (latest edition)

4.0 Permits and Inspections

4.1 Contractor is responsible for obtaining and paying for permits for all Work covered by this Section, and for scheduling inspections and obtaining final approval for all Work. Copies of approved final inspections must be provided with invoices covering the Work at each location.

5.0 Materials

5.1 Contractor will furnish all material required for the completion of the contract work.

5.2 Meter sockets and other equipment as shown on the drawings shall be furnished by the Contractor. Any substitutions must be approved prior to installation.

6.0 Energized Equipment

6.1 See Paragraph 10.0 of Section 01000.

7.0 Shop drawings and submittals

7.1 The Contractor must submit shop drawings for all meter sockets, circuit breakers, panelboards, and similar equipment for approval prior to purchase.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Construction Specifications
Section 16403 – Premise Wiring Modifications

8.0 Pre-construction inspection

- 8.1 The Contractor must complete an initial inspection of all portions of the work, and prepare a detailed mark-up of the drawings to show all conduit and wire sizes, and any modifications or clarifications of the conduit routes, equipment locations, or other changes from the drawings. A copy of the marked up drawings, along with cut sheets for all materials and equipment to be provided by the Contractor, must be submitted to the Engineer for review and approval prior to beginning work.
- 8.2 The Contractor may propose changes in the installation, based on one or more of the following criteria.
- a. Reduced cost
 - b. Shorter outage time
 - c. Improved appearance
 - d. Reduced impact on buildings or structures
 - e. Code compliance issues or additional requirements imposed by the electrical inspector.

Indianola Municipal Utilities
West Alley Premise Wiring Modification Contract
Conduit and Cable Schedule

Conduit and Cable Schedule									
Building or Location	Service Lateral			Service Equipment		On-Building Extension			
	Exist Conduit	Cable Size (1)	Cable Length, ft	Type	Rating	Conduit Length, ft	Conductor Size (Ph)	Circuit Length, ft	Additional Circuit Ground Length, ft
B25	S42-3"	3/0 Cu	70	Panelboard	200 A	30	3/0 Cu	30	
B26	S43A-3"	3/0 Cu	60	Existing	200 A	None		6	
	S43B-3"	#2 Cu	60	Existing	2x100 A	None		6	
B27	S45-3"	1/0 Cu	105	Existing	125 A	60	1/0 Cu	60	5
B28	S62-2"	3/0 Cu	25	Existing	200 A	0	3/0 Cu	5	0
B29	S63-2"	3/0 Cu	35	Existing	200 A	0	3/0 Cu	5	0
B30	S30-3"	4/0 QD	20	Meter-Main	200 A, 3 Ph	15	3/0 Cu	15	0
B36	S55A/B-3"	2x4/0 QD	10	Existing	400 A	None			
B37	S54-3"	4/0 QD	40	Meter-Main	200 A, 3 Ph	15	3/0 Cu	20	0
B38	S73-2"	4/0 TX	10	Existing	200 A	None			
B39	S74-2"	4/0 TX	40	Meter-Main	200 A	15	3/0 Cu	15	0
B40	S79-2"	4/0 TX	105	Meter-Main	100 A	10	#3 Cu	10	0
B41	S80-2"	4/0 TX	90	Existing	200 A	None			
B42	S69-2"	4/0 TX	170	Existing	200 A	None			
B44	S77-3"	4/0 TX	20	Existing	200 A	40	4/0 TX	40	0
B45	S82-2"	4/0 TX	40	Meter-Main	200 A	140	3/0 Cu	140	20
	S83-2"	4/0 TX	40	Meter-Main	200 A	20	3/0 Cu	20	20
B46	S81A/B-2"	2x4/0 TX	25	Circuit Breaker	400 A	2x90	3/0 Cu		
B68	S57-2"	4/0 TX	50	Panelboard	200 A	2x15	#3 / #1	2 x 15	80
B69	S58-2"	4/0 TX	50	Meter-Main	100 A	None			
O22	S61-3"	350 kcmil TX	15	CT Cmpt / 2 x Cir Bkr	2 x 200 A				
O72	S41A/B-3"	2x350 kcmil TX	15	Meter-Main	2x100 A, 1x125A,2x200A				
Notes									
(1) See drawings for equipment ground wires									

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Consideration of authorization of a handwritten warrant to Iowa Realty in the amount of \$10,000

Recommendation: This handwritten warrant is an earnest money/deposit for a potential land purchase.

Attachments: None

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Authorization for Warren Water District to serve a customer within their territory upon proper notice to IMU since the customer is within 2 miles of the IMU territory, located at 9391 110th Ave

Recommendation:

Attachments: 1. 9391 110th Ave for Packet



110TH AVE

9391 110th Ave
5180' from main

HOOVER ST

HOOVER ST

Indianola

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Authorization for Warren Water District to serve a customer within their territory upon proper notice to IMU since the customer is within 2 miles of the IMU territory, located at 9185 110th Ave

Recommendation:

Attachments: 1. 9185 110th Ave Packet



9185 110th Ave
6646' from main

110TH AVE

125TH AVE

HAYES ST

Indianola

Indianola

HOOVER ST

HOOVER ST

W HOOVER ST

COUNTRY CLUB RD

Indianola

TRAIL RIDGE RD

W SCENIC VALLEY DR

Indianola

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Resolution Setting Public Hearing and Letting Dates For the Fiber 2024-2025 -NOFA7-Phase 3 -RSNo14 Project

Recommendation:

Attachments: 1. Resolution Setting Public Hearing and Letting Dates for the Fiber 2024-2025-NOFA7-Phase 3 -RSNo14

Indianola Municipal Utilities

RESOLUTION 2022-

**RESOLUTION SETTING PUBLIC HEARING AND LETTING DATES
FOR THE FIBER 2024-2025-NOFA7-PHASE 3 -RSNo14 PROJECT**

WHEREAS, the Board of Trustees deems it advisable and necessary to work on the Fiber 2024.2025-NOFA7- -RSNo14 Phase 3 Project ("Project"); and

WHEREAS, the Board of Trustees has caused to be prepared plans, specifications and form of contract together with an estimate of costs; and

WHEREAS, the plans, specifications and form of contract and estimate of cost may be adopted in a contract for the making of the public improvements, and it is necessary pursuant to Chapter 384, Code of Iowa, as amended, to hold a public hearing and to advertise for bids.

NOW, THEREFORE, BE IT RESOLVED BY THE INDIANOLA MUNICIPAL UTILITIES BOARD OF TRUSTEES:

Section 1: That this Board will meet on October 14, 2024, at 5:30 p.m. in the IMU Customer Service Center, Indianola, Iowa, at which time they will hold a public hearing on the plans and specifications for the aforementioned project. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the project.

Section 2: That this Board will meet on October 14, 2024, at 5:30 p.m., in IMU Customer Service Center, Indianola, Iowa, and subsequent to the public hearing on said documents, it will consider all bids filed pursuant to the plans, specifications, form of contract, and cost for the aforementioned project.

Section 3: That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders as part of said specifications.

Section 4: Sealed proposals will be received at Indianola Municipal Utilities Customer Service Building, at 210 West 2nd Avenue, Indianola, Iowa until 1:00 p.m. on September 24, 2024. The bids will be acted upon by the Board of Trustees at its regular meeting to be held in the IMU Customer Service Center, Indianola, Iowa at 5:30 p.m. on October 14, 2024, or at such later time and place as may then be fixed.

Section 5: That the Notice to Bidders shall be posted in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the City of Indianola's website, which shall be in accordance with the State Code of Iowa. Posting shall be not less than thirteen clear days nor more than forty-five days prior to September 24, 2024, which is hereby fixed as the date for receiving bids.

Section 6: That the Board Secretary be and is hereby directed to publish notice of hearing once in the "Indianola Record Herald and Tribune", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 p.m. on October 14, 2024.

Passed and approved this 26th day of August 2024.

Lori Smith, Chairperson

ATTEST:

Monica Thompson Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: August 26, 2024

Subject: Consideration of the approval of an agreement with IMPACT to administer the Iowa Low-Income Home Energy Assistance Program (LIHEAP)

Recommendation: Under the attached agreement, IMPACT serves as IMU's vendor for the Low-Income Home Energy Assistance Program (LIHEAP) for the coming year. This has been a long-standing arrangement that is beneficial in that IMPACT determines eligibility for federal assistance for IMU's electric customers without the Utility Services Department's staff being tied up with eligibility and federal requirements. IMPACT serves residents in five counties and attains economies of scale throughout the process.

Attachments: 1. Indianola Municipal FY 25 LIHEAP vendor agreement

ELECTRIC/NATURAL GAS VENDOR AGREEMENT FY25 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Home Energy Assistance Program (LIHEAP) and:

Vendor (payment is issued in this name)	Local Agency
Address	Address
City, State, Zip	City, State, Zip
Contact Person	Contact Person
Phone	Phone
Email	Email
Fax	Fax
Vendor Tax ID#	

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Home Energy Assistance Program (LIHEAP).

1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2025. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor on a weekly basis of those households that have been approved for either the LIHEAP program or Weatherization Assistance Program through the state LIHEAP data management system, U.S. mail, email, phone, or an online portal.

3.00 Household Payments from LIHEAP

The LIHEAP program provides two separate types of benefit awards to eligible customers; LIHEAP Regular Assistance (winter heating assistance) and ECIP crisis funds, which address emergency reconnections and service continuity. Eligible households on whose behalf payments are made are third-party beneficiaries under this agreement. Therefore, all payments accepted by the Vendor made by the Local Agency on behalf of an approved household must be applied as a credit to that household's current energy account. All LIHEAP Regular Assistance and ECIP crisis credit balances must remain on the account until the benefit is exhausted.

Any payment not accepted by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

The Vendor will charge the approved household in its normal billing process the difference, if any, between the actual cost of the home energy and the amount of the payment made by the Local Agency.

3.10 Households with Disconnect Notices (or imminent threat of disconnection)

The Vendor will accept either LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, for households with a disconnect notice or have the imminent threat of disconnection, and will ensure the households' energy account remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the agency to the Vendor on behalf of the LIHEAP-approved household.

3.20 Disconnected Households

LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, that cover the balance owed by a disconnected household, will establish prompt reconnection of the energy account by the Vendor.

For purposes of this section, payments include notification by the agency to the Vendor on behalf of the LIHEAP-approved household.

3.30 Supported Expenses

The following are expenses which the LIHEAP program supports:

- Utility deposits for new service (ECIP crisis funds only)
- Reconnection fees (ECIP crisis funds only)
- Utility past/back bills (LIHEAP Regular Assistance and/or ECIP crisis funds)

3.40 Unsupported Expenses

The following expenses are unsupported by the LIHEAP program:

- Expenses for diversion fees, equipment tampering.
- Expense for non-energy related services or fees.

4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the State of Iowa Vendor Receipt provided to the Vendor by the agency or via email acknowledgement.

Payments received by Vendors for households participating in a budget billing or level-payment plan shall be applied to such level payment account in the full amount of the level payment bill, with any remaining assistance being applied toward future level payment bills until exhausted. A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance. Program assistance shall not be applied toward reducing any account balance in favor of the utility, which is in excess of accrued level payments.

5.00 Customer Payment Plan

Vendor should make an effort to offer LIHEAP customers an affordable payment plan for any balance due on their account.

6.00 Continuous Access to Home Heating

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to home heating.

7.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing.

8.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

9.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Home Energy Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

10.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and to determine the distribution of any remaining funds. No funds paid under this program may be returned directly to any client without written authorization from the agency. A credit balance on the account is to be returned to the agency within 30 calendar days of reconciliation with the Local

Agency. If the household has an arrearage on a different portion of the account such as garbage, the Vendor shall not withhold a refund.

11.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHEAP Regular Assistance and ECIP crisis payment credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home energy consumption, amount and cost of fuels used for households eligible for the LIHEAP and Weatherization assistance programs, or such other data as the state determines is reasonably necessary.

12.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

13.00 Termination of Agreement

The Local Agency may terminate this agreement upon written notice for the breach by the Vendor of any material term, condition or provision of this agreement. Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

Vendor

Vendor Authorized Individual (printed name)

Vendor Authorized Individual (signature)

Date

Local Agency

Local Agency Director (printed name)

Local Agency Director (signature)

Date