



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

March 24, 2025

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. Resolution Approving Salary
- 5. Electric Utility Action Items**
 - A. Public Hearing on Proposed Electric Rate Resolution Update
 - B. Resolution Approving Electric Rates 2025
 - C. Approve and File Annual Reliability Plan
 - D. Resolution approving amendment to the Land Lease with SE Municipal Iowa, LLC.
 - E. Resolution Authorizing purchase of Turbine 8 Reverse Osmosis System
 - F. Resolution Approving Downtown Underground Conversion Project North-West Premise Wiring Modification Contract
 - G. Resolution setting Public Hearing and Letting for Downtown Underground Conversion Project North-West Alley Premise Wiring Modification
- 6. Electric Utility Informational Items**
- 7. Water Utility Action Items**
 - A. Public Hearing on Proposed Water Rate Resolution Update
 - B. Resolution Approving Water Rates 2025
 - C. 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 14504 Jersey St.
- 8. Water Utility Informational Items**
- 9. Communications Utility Action Items**

- A. Public Hearing on Proposed Telecommunication Rate Resolution Update
- B. Resolution Approving Telecommunication Residential Rates 2025
- C. Resolution Approving Telecommunication Commercial Rates 2025

10. Communications Utility Informational Items

11. Combined Electric, Water and Communications Action Items

- A. Consider approval of utility accounts to be written off and to use any customary collection method, including submission to the state offset program, and to charge any applicable collection fees.

12. Combined Electric, Water and Communications Informational Items

13. Other Business

14. Adjourn

15. Exempt Session

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Approval of Claims

Recommendation:

Attachments: 1. 032525 AP Check Preview

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, March 13, 2025
4:27:54 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
Account To Be Paid From 0000-10120-999											
Absolute Repair LLC - VEND-1448 - Check											
4/10/2025	Unit 29 Repair	Net 30	378.20	0.00	15.00	378.20	378.20	AR-33846	BL-15656	Check	
						378.20	378.20				
ALTEC INDUSTRIES INC. - VEND-3755 - Check											
3/14/2025	Truck Warning Placard	Open Terms	19.82	0.00	0.00	19.82	19.82		BL-15657	Check	
						19.82	19.82				
Border States Industries Inc - VEND-1070 - EFT File											
4/3/2025	Duct plugs and PVC Couplings	Net 30	734.27	0.00	15.00	734.27	734.27	929960105	BL-15659	EFT File	
4/6/2025	Transformer Secondary Connector	Net 30	1,158.56	0.00	15.00	1,158.56	1,158.56	929983272	BL-15658	EFT File	
4/6/2025	CT's	Net 30	589.90	0.00	15.00	589.90	589.90	929983264	BL-15660	EFT File	
						2,482.73	2,482.73				
Calix Inc - VEND-1028 - EFT File											
4/3/2025	0325 Calix Operations Cloud	Net 30	2,713.93	0.00	15.00	2,713.93	2,713.93	7039886	BL-15610	EFT File	
4/3/2025	0325 Calix Service Cloud	Net 30	3,058.33	0.00	15.00	3,058.33	3,058.33	7039887	BL-15611	EFT File	
						5,772.26	5,772.26				
Casual Rags - VEND-1006 - EFT File											
4/6/2025	Uniform shirts/hats	Net 30	706.20	0.00	15.00	706.20	706.20	240642	BL-15612	EFT File	
						706.20	706.20				
Central Pump & Motor, LLC - VEND-1261 - EFT File											
3/22/2025	Repair Reclaim Pump	Net 30	3,884.44	0.00	15.00	3,884.44	3,884.44	5701	BL-15661	EFT File	
						3,884.44	3,884.44				
Christopher & Stephanie Dixson - VEND-1141 - BL-15626											
3/10/2025	Credit Refund	Net 30	596.00	0.00	0.00	596.00	596.00	00025973-8	BL-15626	Check	
						596.00	596.00				
Cintas Corporation - VEND-1007 - EFT File											
4/9/2025	First Aid Supplies - Util Svcs	Net 30	39.13	0.00	15.00	39.13	39.13	5258264006	BL-15662	EFT File	
						39.13	39.13				
City Of Indianola - VEND-1008 - BL-15614											
4/4/2025	0325 Professional Services	Net 30	7,788.69	0.00	15.00	7,788.69	7,788.69	3447	BL-15614	EFT File	

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Indianola Municipal Utilities

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							7,788.69	7,788.69			
CORE & MAIN - VEND-102636 - Check											
3/7/2025	Lab Supplies	Open Terms	685.23	0.00	0.00	685.23	685.23	INV0014744	BL-15664	Check	
							685.23	685.23			
CROSSROADS MOBILE MAINTENANCE - VEND-102507 - EFT File											
3/7/2025	Unit 29 Repairs	Open Terms	11,534.23	0.00	0.00	11,534.23	11,534.23	204S3437	BL-15665	EFT File	
							11,534.23	11,534.23			
Dallas Heaberlin - VEND-1461 - EFT File											
4/10/2025	Prorated March25 Mobile Phone Allowance	Net 30	56.25	0.00	15.00	56.25	56.25	Mar25	BL-15693	EFT File	
							56.25	56.25			
DICKINSON LAW - VEND-101709 - EFT File											
3/8/2025	0225 Legal Services	Open Terms	3,333.00	0.00	0.00	3,333.00	3,333.00	1164028	BL-15666	EFT File	
							3,333.00	3,333.00			
Dust Pros Janitorial - VEND-1011 - EFT File											
4/14/2025	0325 Cleaning - EL	Net 30	856.00	0.00	15.00	856.00	856.00	3275	BL-15667	EFT File	
4/14/2025	Cleaning Supplies - EL	Net 30	50.82	0.00	15.00	50.82	50.82	3276	BL-15668	EFT File	
4/14/2025	0325 Cleaning - Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	3277	BL-15669	EFT File	
4/14/2025	Cleaning Supplies - Fiber	Net 30	85.60	0.00	15.00	85.60	85.60	3278	BL-15670	EFT File	
4/14/2025	Cleaning Supplies - Util Svcs	Net 30	91.75	0.00	15.00	91.75	91.75		BL-15671	EFT File	
4/14/2025	0325 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	3279	BL-15672	EFT File	
							2,689.17	2,689.17			
FLETCHER-REINHARDT CO. - VEND-16530 - Check											
2/26/2025	Elbows, Grounding Lug, Ground Wire	Open Terms	3,406.47	0.00	0.00	3,406.47	3,406.47	S1339967.002	BL-15674	Check	
2/27/2025	1/0 Elbows, 4/0 Elbows	Open Terms	3,079.62	0.00	0.00	3,079.62	3,079.62	S1339967.001	BL-15673	Check	
							6,486.09	6,486.09			
GRAYMONT WESTERN LIME INC - VEND-101387 - EFT File											
3/4/2025	High Calcium Quicklime	Open Terms	6,348.10	0.00	0.00	6,348.10	6,348.10	14-201344 RI	BL-15675	EFT File	
							6,348.10	6,348.10			
Hearst Television Inc - VEND-1131 - EFT File											
3/31/2025	0225 KCCI	Net 30	7,845.50	0.00	15.00	7,845.50	7,845.50	602151	BL-15616	EFT File	

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Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
							7,845.50	7,845.50			
IMU - VEND-8629 - Check											
	3/2/2025	Utilities - Fiber	Open Terms	1,209.16	0.00	0.00	1,209.16	1,209.16	10449941	BL-15676	Check
	3/2/2025	Utilities - Util Svcs	Open Terms	199.63	0.00	0.00	199.63	199.63	10447329	BL-15677	Check
	3/2/2025	Utilities - EL	Open Terms	2,072.06	0.00	0.00	2,072.06	2,072.06	10452224	BL-15678	Check
	3/2/2025	Utilities - WA	Open Terms	17,698.48	0.00	0.00	17,698.48	17,698.48	10451703	BL-15679	Check
							21,179.33	21,179.33			
Independent Advocate - VEND-1136 - EFT File											
	4/3/2025	BOT Meeting/Publication Report 2.25.25	Net 30	231.80	0.00	15.00	231.80	231.80	6271	BL-15617	EFT File
							231.80	231.80			
Internal Revenue Service - VEND-1307 - Online Payments											
	4/13/2025	941 Income Tax Payable - 031425 Payroll	Net 30	30,747.05	0.00	15.00	30,747.05	30,747.05	031425	BL-15654	Online Payments
							30,747.05	30,747.05			
Iowa Department Of Human Services - VEND-1310 - Online Payments											
	4/13/2025	Garnishment Payable - 031425 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	031425	BL-15652	Online Payments
							723.23	723.23			
Iowa Department Of Revenue - VEND-1117 - Online Payments											
	3/30/2025	February 2025 Use Tax	Net 30	143.76	0.00	15.00	143.76	143.76	0225 Use Tax	BL-15618	Online Payments
	3/31/2025	Sales Tax Billed 3.1.25	Net 30	47,071.71	0.00	15.00	47,071.71	47,071.71	Sales Tax Billed 3.1.25	BL-15619	Online Payments
	4/13/2025	IA Income Tax Payable - 031425 Payroll	Net 30	3,482.52	0.00	15.00	3,482.52	3,482.52	031425	BL-15655	Online Payments
							50,697.99	50,697.99			
Iowa One Call - VEND-1015 - EFT File											
	3/30/2025	0125 Locates - EL	Net 30	69.30	0.00	15.00	69.30	69.30	269501	BL-15620	EFT File
	3/30/2025	0125 Locates - Fiber	Net 30	76.50	0.00	15.00	76.50	76.50	269722	BL-15621	EFT File
	3/30/2025	0125 Locates - WA	Net 30	73.80	0.00	15.00	73.80	73.80	269723	BL-15680	EFT File
							219.60	219.60			
Irby - VEND-1259 - EFT File											
	3/23/2025	Spring Washer and Transformer Secondary C	Net 30	830.75	0.00	15.00	830.75	830.75	S014189031.003	BL-15685	EFT File
	3/26/2025	Armor Rod, Washers, Bolts and Copper Conn	Net 30	666.56	0.00	15.00	666.56	666.56	S014189031.001	BL-15684	EFT File
	3/27/2025	Fiberglass brackets and Side Ties	Net 30	473.48	0.00	15.00	473.48	473.48	S014189031.002	BL-15681	EFT File
	4/2/2025	Flood Seal Connectors	Net 30	267.71	0.00	15.00	267.71	267.71	S014195278.001	BL-15682	EFT File

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
	4/4/2025	200 Amp Loadbreak Cutouts	Net 30	1,027.20	0.00	15.00	1,027.20	1,027.20	S014154697.004	BL-15683	EFT File
							3,265.70	3,265.70			
ISolved - VEND-1363 - Online Payments											
	4/13/2025	FSA Payable - 031425 Payroll	Net 30	192.31	0.00	15.00	192.31	192.31	031425	BL-15651	Online Payments
							192.31	192.31			
LOGAN CONTRACTORS SUPPLY INC. - VEND-32620 - EFT File											
	3/13/2025	Concrete Saw Blade - Square Project	Open Terms	475.08	0.00	0.00	475.08	475.08	E73853 & E73855	BL-15686	EFT File
							475.08	475.08			
MercyOne Occupational Health Clinic - VEND-1456 - BL-15622											
	3/30/2025	Employee Testing	Net 30	266.00	0.00	15.00	266.00	266.00	00061033	BL-15622	Check
							266.00	266.00			
Michael & Kerry Robertson - VEND-1141 - BL-15625											
	3/10/2025	Credit Refund	Net 30	1,225.63	0.00	0.00	1,225.63	1,225.63	00009329-4	BL-15625	Check
							1,225.63	1,225.63			
Mission Square - VEND-1303 - Online Payments											
	4/13/2025	457 Payable - 031425 Payroll	Net 30	6,621.59	0.00	15.00	6,621.59	6,621.59	031425	BL-15653	Online Payments
							6,621.59	6,621.59			
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805 - EFT File											
	3/30/2025	Purchased Power - Feb 25	Net 30	769,909.27	0.00	15.00	769,909.27	769,909.27	308372	BL-15687	EFT File
							769,909.27	769,909.27			
MUNICIPAL SUPPLY INC - VEND-35810 - Check											
	3/11/2025	(2) 4x12 repair clamps and (3) 6" hymax	Open Terms	1,583.08	0.00	0.00	1,583.08	1,583.08	0935121-IN	BL-15688	Check
							1,583.08	1,583.08			
Nolasoft Development - VEND-1021 - Check											
	4/7/2025	Website Updates	Net 30	405.00	0.00	15.00	405.00	405.00	9854	BL-15623	Check
							405.00	405.00			
Power & Tel - VEND-1037 - EFT File											
	3/20/2025	Fiber Drop Cable	Net 30	13,532.45	0.00	15.00	13,532.45	13,532.45	8057023-00	BL-15624	EFT File
	3/26/2025	SPLITTER - CABINET 1X32	Net 30	638.86	0.00	15.00	638.86	638.86	8072460-00	BL-15642	EFT File
	3/28/2025	SPLITTER - CABINET 1X32	Net 30	7,084.31	0.00	15.00	7,084.31	7,084.31	8075327-00	BL-15641	EFT File

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
							21,255.62	21,255.62			
Shelbie M Curtis - VEND-1141 - BL-15638											
	3/11/2025	Credit Refund	Net 30	44.49	0.00	0.00	44.49	44.49	00001395-8	BL-15638	Check
							44.49	44.49			
SKARSHAUG TESTING LABORATORY INC - VEND-50410 - EFT File											
	2/26/2025	Glove Bag	Open Terms	62.05	0.00	0.00	62.05	62.05	284334	BL-15690	EFT File
							62.05	62.05			
Stanley & Paula Kueter - VEND-1141 - BL-15609											
	3/10/2025	Credit Refund	Net 30	195.78	0.00	0.00	195.78	195.78	00037746-8	BL-15609	Check
							195.78	195.78			
STATE HYGIENIC LABORATORY - VEND-23245 - EFT File											
	3/1/2025	Testing	Open Terms	217.50	0.00	0.00	217.50	217.50	296299	BL-15691	EFT File
							217.50	217.50			
Sterling Infosystems, Inc - VEND-1405 - EFT File											
	3/30/2025	Pre Employment Check - Heaberlin	Net 30	34.50	0.00	15.00	34.50	34.50	10202145	BL-15643	EFT File
							34.50	34.50			
Sternquist Construction Inc - VEND-1141 - BL-15640											
	3/11/2025	Credit Refund	Net 30	65.33	0.00	0.00	65.33	65.33	00042247-5	BL-15640	Check
							65.33	65.33			
Sunbelt Solomon - VEND-1367 - EFT File											
	4/10/2025	2000 and 2500 kVA Transformers	Net 30	179,380.15	0.00	15.00	179,380.15	179,380.15	403498	BL-15692	EFT File
							179,380.15	179,380.15			
ULINE - VEND-1251 - Check											
	3/28/2025	Office Furniture - Desk Chair	Net 30	388.56	0.00	15.00	388.56	388.56	189696693	BL-15644	Check
	3/29/2025	Office Supplies	Net 30	92.66	0.00	15.00	92.66	92.66	189716226	BL-15694	Check
							481.22	481.22			
UMB BANK N.A. - VEND-103242 - EFT File											
	3/6/2025	Series 2017C - Interest Payment - Issue ID 01	Open Terms	470,275.00	0.00	0.00	470,275.00	470,275.00	03052025	BL-15645	EFT File
							470,275.00	470,275.00			

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
	3/11/2025	Credit Refund	Net 30	55.12	0.00	0.00	55.12	55.12	00053623-4	BL-15639	Check
							55.12	55.12			
UnityPoint Health At Work - VEND-1444 - Check											
	4/2/2025	Employee Testing - EL	Net 30	198.00	0.00	15.00	198.00	198.00	260551	BL-15646	Check
							198.00	198.00			
Warren County Engineer - VEND-1102 - Check											
	4/3/2025	0225 Fuel Distribution	Net 30	2,409.41	0.00	15.00	2,409.41	2,409.41	Feb 25	BL-15695	Check
							2,409.41	2,409.41			
Waste Management - VEND-1086 - Check											
	4/5/2025	2yd Dumpster Service - WA	Net 30	156.19	0.00	15.00	156.19	156.19	7747358-0516-0	BL-15696	Check
							156.19	156.19			
WESCO - VEND-60220 - EFT File											
	3/8/2025	200 Amp Expulsion Fuses	Open Terms	2,766.63	0.00	0.00	2,766.63	2,766.63	402380	BL-15697	EFT File
	3/11/2025	2" PVC U-Guard	Open Terms	148.82	0.00	0.00	148.82	148.82	403932	BL-15698	EFT File
							2,915.45	2,915.45			
Total Payment Count: 47						Totals:	\$1,626,133.51	\$1,626,133.51			
Total Check Count: 18						Check Totals:	\$36,429.92	\$36,429.92			
Total EFT File Count: 24						EFT File Totals:	\$1,500,721.42	\$1,500,721.42			
Total Online Payments Count: 5				Online Payments Totals:			\$88,982.17	\$88,982.17			
Total Bank Draft Count: 0				Bank Draft Totals:			\$0.00	\$0.00			
Total No Check Count: 0				No Check Totals:			\$0.00	\$0.00			

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Approval of Minutes of the prior meetings

Recommendation:

Attachments:

1. Mintues 3-10-25
2. 20250310 CC IMU Joint Minutes_IMU

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

March 10, 2025, 5:30 PM IMU Boardroom Minutes

The IMU Board of Trustees met in regular session at 5:30pm on March 10, 2025, in the IMU Conference Room. Board Chair Dom Selgrade called the meeting to order and on roll call the following members were present: Dom Selgrade, Adam Voigts, Deb White, and Lori Smith. Absent: Mike Rozga
There was no Public Comment

Smith moved to approve the **Consent Agenda** White seconded it. On roll call, the vote was AYES: Selgrade, 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

January 2025 Financial Report

Resolution 2025-13 Setting Public Hearing for Electric Rate

Resolution 2025-14 Setting Public Hearing for Water Rate

Resolution 2025-15 Setting Public Hearing for Telecommunications Rate

Resolution 2025-16 Approving 69 kV Line Relay Replacement Project Pay App #1

Resolution 2025-17 Approving Downtown Underground Conversion Project West Alley Premise Wiring Payment Application #2

Resolution 2025-18 Approving Salary

Electric Utility Action Items

Voigts moved to approve and Smith seconded receipt of the **Turbine 8 Control Project – Certificate of Final Completion**; in discussion Metcalf noted that there were still items to complete, and that staff recommended the certificate should not be received at this time, and that an updated certificate would be re-issued for a later meeting. On roll call, the vote was AYES: None. NAYS: Smith, Selgrade, Voigts, White. Whereas the motion failed unanimously.

Voigts Motioned to approve **Resolution 2025-019 Approving Bid for Transmission Pole Replacement**, and Smith seconded. Metcalf shared that this is a budgeted item, and that staff recommend accepting the bid received from Burns Electric, which was the lowest of the 3 bids received. On roll call, the vote was AYES: Selgrade, Smith, Voigts, White. NAYS: None. Whereas the motion carried unanimously.

White Motioned to approve **Resolution 2025-020 Resolution to Authorize a handwritten warrant to Midland Title & Escrow in an amount not to exceed \$451,000.00**, and Smith seconded. In discussion DesPlanques explained that they would be closing within the month, pending finalization of paperwork and signatures. On roll call, the vote was AYES: Selgrade, Smith, Voigts, White. NAYS: None. Whereas the motion carried unanimously.

Smith motioned to approve **Resolution 2025-021 Approving Purchase of Diesel Fuel**, and Selgrade seconded. Metcalf explained this is budgeted, and they are allocating up to \$130,000 for the purchase. On roll call, the vote was AYES: Selgrade, Smith, Voigts, White. NAYS: None. Whereas the motion carried unanimously.

Electric Utility Informational Items

Electric Superintendent Mike Metcalf discussed the options for filling the water tank for Turbine 8. A recommendation will be brought to a future meeting. The 69 kV Relay Project has started and anticipate it will take 3 weeks to complete. During this time, we are without a redundant 69 kV tie. Staff continues with IUC annual inspections which are part of the 10-year maintenance plan. Preparations on the KwikStar/Summercrest project are underway. Crews are working on the Square Project. Anticipate to

start the electrician work bidding process for the northwest and north sides of the Square Project at the next meeting. The SE side of the Square Project will begin in the next couple of weeks. Plans are to have all the Square Project conduits installed by the end of this construction season.

Water Utility Action Items

Voigts motioned and White seconded a simple motion to approve the **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 15717 Illinois St.** The motion was approved on voice vote, and passed unanimously.

Water Utility Informational Items

Water Superintendent Justin Brand shared that the water department has received the first delivery of supplies for the filter media replacement and expect the project to take 4 weeks. Staff are working with the engineer to plan future projects, are isolating water valves to repair or replace as needed, and currently have 6 concrete pour-backs from main breaks.

Communications Utility Informational Items

Communications Superintendent Kurt Ripperger shared that staff are beginning scheduling in-grounding about 50 fiber drops from winter and expect to have them complete by the 2nd week of April.

Combined Electric, Water and Communications Informational Items

General Manager Chris DesPlanques informed the board that the Annual Reliability Report will be submitted for review at the next meeting, updated the board on the state legislation discussed in the previous meeting.

Other Business

The board briefly discussed the **Joint Session with City of Indianola, at Council Chambers 110 N 1st St, Indianola** to follow the meeting, and which topics would be covered. The minutes of that meeting will be published by the City of Indianola.

Smith motioned and White seconded , and all voted aye to enter into **Closed Session** at 5:58, In accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Smith motioned and White seconded and all voted aye to EXIT closed session 6:07.

The meeting was **adjourned** at 6:08 pm on a motion by Smith and seconded by Voigts. On roll call, the vote was AYES: Selgrade, Smith, Voigts, White. NAYS: None. Whereas the motion carried unanimously, and board members and staff proceeded to City Hall for the joint session.

The board and some staff returned to have an exempt session following the joint session.



JOINT CITY COUNCIL AND IMU BOARD OF TRUSTEES MEETING

March 10, 2025

6:15 PM

City Council Chambers
110 N 1st Street, Indianola, IA
Minutes

The Indianola City Council and Indianola Municipal Utilities Board of Trustees met in joint session at 6:15 PM on March 10, 2025, in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following Council Members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones and the following Board Members were present: Dom Selgrade, Deb White, Lori Smith, Adam Voigts. Absent: Board Member Mike Rozga.

Alesha Wilhite, Holmes Murphy, presented the health insurance renewal recommendations for Fiscal Year 26. The Council and Trustees directed staff to research if the health insurance fund can pay for vision and dental insurance, long-term and short-term disability, biometric screenings or the employee assistance program. They also directed staff to bring forward for consideration multiple premium holidays throughout the year (Nov-Jan, and possibly June) for both the employer and employee and to provide information on IWC memberships.

The Council and Trustees decided on the following renewal options: add Prudent Rx; enroll in the pharmacy rebate program; increase family deductible out-of-pocket maximum to \$6,200; leave the stop-loss level at \$100,000; keep the 2025/26 medical accrual rate the same rate per employee per month as it is now; keep employee contributions flat; provide an additional one-time contribution to the HSA accounts of \$1400 from the health insurance fund for a total of \$2600 to be paid out over each pay period; renew with Mutual of Omaha for dental insurance at a 3% increase; move to Delta Vision for a 9% decrease with plan enhancements; renew basic life, STD, LTD as-is; and work with TruBank to provide HSA investment information to employees.

The meeting was adjourned at 7:36 PM on a motion by Sones and seconded by Beach. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

ATTEST:

Dom Selgrade, Chairperson

Monica Thompson, Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Resolution Approving Salary

Recommendation:

Attachments: 1. Resolution Approving Salary-Network Support Specialist

Indianola Municipal Utilities

RESOLUTION NO. 2025-

RESOLUTION APPROVING SALARY

This action sets the salary in accordance with the personnel management guide and union contract.

BE IT RESOLVED BY THE BOARD OF TRUSSTES OF THE INDIANOLA, IA MUNICIPAL UTILITIES:

Doug Pagel, Network Support Specialist, CE 6-8, \$70,658.00/year effective March 23, 2025.

BE IT FURTHER RESOLVED that IMU staff is hereby authorized to execute the resolution to issue payroll checks and make all required supporting payroll payments as required per the personnel manual or required by law.

Passed and approved this 24th day of March 2025.

Dom Selgrade, Chairperson

ATTEST:

Monica Thompson, Board Secretary

MEMORANDUM

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

From:

Date: March 24, 2025

Subject: Public Hearing on Proposed Electric Rate Resolution Update

Recommendation: Indianola Municipal Utilities Board of Trustees has under consideration a resolution which would change rates for electric service for all electric customers. The proposed changes would be reflected on the May 1, 2025 utility bills. For exact details, you should carefully review attached change documents and the final resolution for approval.

Attachments:

1. Rate Resolutions Notices of Public Hearing-Publish- Electric
2. EL IMU Rate Resolution- 2025- redline

NOTICE OF PUBLIC HEARING to be held by the Indianola Municipal Utilities Board of Trustees on the proposed update to the Electric utility resolution at the IMU Board Room, 210 W 2nd Ave Indianola, Iowa, at 5:30 PM on March 24, 2025, at which time the Board of Trustees will consider any objections to the proposed amendment and will hear all interested persons.

RESOLUTION NO. 321
OF
INDIANOLA MUNICIPAL UTILITIES
BOARD OF TRUSTEES

BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that Resolution No. 321 be repealed and that this Resolution be substituted in lieu of it as follows:

1. **ELECTRIC RATES.** The rates for customer classes of service described in electric service plan Section 2.4 are:

Section 2.4 **Rates for Electric Service**

Rates for electric current shall apply to all customers according to their proper classifications as follows and where summer months are defined as all bills rendered in July, August, September and October. Winter months are defined as all bills rendered in November, December, January, February, March, April, May and June.

2.4(1) **Residential Service**

Qualification: For single-family residential customers where primary energy consumption is for domestic purposes. Not available for commercial purposes, including agriculture, manufacturing or other uses of a commercial nature.

Rates effective for all billings on or after May 1, 2025

Monthly Customer Charge	\$11.00	
	<u>Summer</u>	<u>Winter</u>
First 400 kWh per month	12.86 13.43¢	
	12.86 13.43¢	
Balance kWh per month	12.86 13.43¢	11. 12 62¢

2.4(2) **Residential Electric Primary Heat Source Service**

Qualification: For single-family residential customers where primary energy consumption is for domestic purposes and electricity is the primary source of space heating energy. Not available for commercial purposes, including agriculture, manufacturing or other uses of a commercial nature.

Rates effective for all billings on or after May 1, 2025

Monthly Customer Charge	\$11.00	
	<u>Summer</u>	<u>Winter</u>
First 400 kWh per month	13. 67 08¢	
	11.67 12.19¢	
Next 600 kWh per month	13. 08 67¢	
	11.67 12.19¢	
Balance kWh per month	13. 08 67¢	9. 27 69¢

2.4(3) Reserved

2.4(4) **General Service (Formerly Commercial Light and Power Service)**

Qualification: For any customer who does not qualify for service under another rate schedule.

Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$24.00	
	<u>Summer</u>	<u>Winter</u>
First 3000 kWh per month	13. 19 78¢	13. 19 78¢
Balance kWh per month	13. 19 78¢	11. 34 85¢

2.4(5) **Large Power Service (Formerly Small Industrial Power Service)**

Qualification: Customer must have monthly demands of 200 kilowatts or greater for 3 consecutive months. If a customer's load decreases to less than 200 kilowatts for 12 consecutive months after being placed on the Large Power Service rate, it will be moved to the General Service rate. A General Service customer may ask to be billed under this rate for a minimum of 12 months.

Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$50.00	
	<u>Summer</u>	<u>Winter</u>
Demand Charge per kW	\$6. 50 79	\$5. 50 75
All kWh (w/o primary discount)	8. 39 78¢	7. 30 63¢
All kWh (w/primary discount)	8. 29 66¢	7. 20 52¢

Demand: The kW as shown by or computed from the readings of the Board's demand meter for the 15-minute period of customer's greatest use during the month determined to the nearest kW.

Minimum Demand: The minimum billing demand shall be the greater of:

1. 75% of the highest Demand established in any month during the 12 months ending with the current month, or
2. 150 kW

Primary Discount: The primary discount will apply for customers that own transformation equipment and take service at one of the Utility's standard primary voltages (>2.4 kV).

2.4(6) **Government Service**

City Departments and IMU Service:

Qualification: Any accounts providing service to the City of Indianola or Indianola Municipal Utilities, excluding street lighting service.

Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$24.00	
	<u>Summer</u>	<u>Winter</u>
All kWh per month	13.63 14.24¢	
	10.68 11.16¢	

City Street Lights:

Qualification: Street lighting service to the City of Indianola.

Rates effective for all billings after May 1, 2022-2025

Monthly Customer Charge	\$3.00	
	<u>Summer</u>	<u>Winter</u>
All kWh per month	8.1754¢	7.6397¢

2.4(7) Large Power Contracts

Rates for electric current for Large Power Contracts shall be pursuant to the provisions of written contract entered into by the customer and Indianola Municipal Utilities.

2.4(8) Cost of Energy Adjustment

The Board of Trustees shall periodically establish a base energy allowance per kWh for all services. Any energy surcharge or credit may be administratively imposed and adjusted at the same rate per kWh for all services to recoup energy-related costs incurred that are in excess of the base energy allowance. Energy-related costs include production and transmission costs charged by the Utility's supplier(s), system losses, and costs for generating electricity not otherwise reimbursed.

2.4(9) Maintenance/Capital Adjustment

The Board of Trustees shall periodically make a determination of whether the electric utility has experienced an unusual maintenance or capital expenditure. The expenditure of the sum in excess of \$150,000 for maintenance or \$500,000 for capital improvement in any one calendar year shall be considered an unusual maintenance or capital expenditure. A maintenance surcharge or credit may be administratively imposed at the same rate per kWh for all services to recoup these unusual maintenance or capital expenditures.

2.4(10) Temporary Service

In addition to the use rates, as provided above, there shall be an additional charge for Temporary Service as follows:

Single-Phase	\$37.00 plus cost of installation
Three-Phase	\$69.00 plus cost of installation

2.4(11) Residential Time-of-Use Meter Service

Qualification: For single-family residential customers where primary energy consumption is for domestic purposes, and where customer has agreed to install a time-of-use meter. Not available for commercial purposes, including agriculture, manufacturing or other uses of a commercial nature.

Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$14.00	
	<u>Summer</u>	<u>Winter</u>
kWh/mo. 8 a.m. to 8 p.m. Monday-Friday	19.62 20.50¢	17.43 18.
kWh/mo. 8 p.m. to 8 a.m. Monday-Friday	8.729.11¢	6.877.1
kWh/mo. 8 p.m. Friday to 8 a.m. Monday	8.729.11¢	6.877.1

2.4(12) Delinquent Bills

Net monthly bills, as computed under the provisions of this Resolution, are payable within 20 days from the date of bills. When not so paid, penalty at the rate of 18% per annum from due date until paid shall be charged. One month's penalty shall be forgiven each year.

2.4(13) Short-Term Demand Curtailment Option

- a. To qualify for this rate, a customer must be billed under the Large Power Service (formerly Small Industrial Power Service) or Large Industrial Power Service rate schedules. This curtailment option is available to all applicable customers who demonstrate a continuing capability and willingness to curtail at least 300 kW of load during Utility-specific curtailment periods.
- b. Customers desiring service under this option must make application before November 1 for the following calendar year. The application must state the amount of load reduction being requested, the proposed curtailment demand level, and the method to be used to effect such a reduction. All requests are subject to review and acceptance by the Utility, with the review based on the customer's expected load at the time of system peak and the likelihood that the proposed reduction will be consistently achievable.
- c. The load reduction will be calculated based on the customer's historical summer peak at the time of the Utility's peak and the proposed level of curtailment demand. If sufficient billing data is not available to allow an accurate determination of the historical peak data, the curtailment demand level will be set at an estimated value arrived by joint negotiation but subject to the approval of the Utility.
- d. During a customer's first summer period under this option, the curtailment

demand level and the amount of load reduction can be adjusted at the end of each billing period by mutual agreement of the Utility and the customer.

- e. Customers who successfully comply with all curtailment requests during a summer period will be issued a credit as follows:

Short Term Demand Curtailment Credit: \$31.00 per kW.
Credits will be applied to the customer's November bill. No credit will be issued unless the customer successfully complies with all curtailment requests.

- f. This rate is available only on a year-by-year basis and is subject to modification or withdrawal at any time.
- g. The Utility may establish a curtailment period at any time. Notice will be given to customers at least 2 hours in advance, except the advance notice may be reduced to 30 minutes if the customer has been advised of the possibility of curtailment during the prior day. Each curtailment period will continue until the Utility gives specific notice of its termination, up to a maximum of 6 hours. The number of curtailment periods during any one calendar year will not exceed 16.

Section 4.9(5) **Rates for Purchase from Small Power Production and Cogeneration Facilities**

Rates effective for all billings after May 1, 2024~~5~~

The lesser of IMU's wholesale cost for the preceding month or Monthly Avoided Cost Rate as provided annually by MEAN to be effective March 1st of each year.

Amount of Monthly Verizon Charge for Interrogating Electric Meter(s) of Customer-Owned Renewable Generating Facilities will be effective upon notification from MEAN.

2. **EFFECTIVE DATE.** This Resolution shall be in effect from and after its final passage and approval and publication as provided by law.

INTRODUCED AND ADOPTED this 24th day of March 2025

ATTEST:

Deb White, Dom Selgrade Chair, Board
of Trustees

Monica Thompson, Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Resolution Approving Electric Rates 2025

Recommendation:

Attachments: 1. EL IMU Rate Resolution- 2025

RESOLUTION NO. 321
OF
INDIANOLA MUNICIPAL UTILITIES
BOARD OF TRUSTEES

BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that Resolution No. 321 be repealed and that this Resolution be substituted in lieu of it as follows:

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2.4(1) **Residential Service**

Qualification: For single-family residential customers where primary energy consumption is for domestic purposes. Not available for commercial purposes, including agriculture, manufacturing or other uses of a commercial nature.

Rates effective for all billings on or after May 1, 2025

Monthly Customer Charge	\$11.00	
	<u>Summer</u>	<u>Winter</u>
First 400 kWh per month	13.43¢	13.43¢
Balance kWh per month	13.43¢	11.62¢

2.4(2) **Residential Electric Primary Heat Source Service**

Qualification: For single-family residential customers where primary energy consumption is for domestic purposes and electricity is the primary source of space heating energy. Not available for commercial purposes, including agriculture, manufacturing or other uses of a commercial nature.

Rates effective for all billings on or after May 1, 2025

Monthly Customer Charge	\$11.00	
	<u>Summer</u>	<u>Winter</u>
First 400 kWh per month	13.67¢	12.19¢
Next 600 kWh per month	13.67¢	
	11.67	12.19¢
Balance kWh per month	13.67¢	9.69¢

2.4(3) Reserved

2.4(4) **General Service (Formerly Commercial Light and Power Service)**

Qualification: For any customer who does not qualify for service under another rate schedule.

Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$24.00	
	<u>Summer</u>	<u>Winter</u>
First 3000 kWh per month	13.78¢	13.78¢
Balance kWh per month	13.78¢	11.85¢

2.4(5) **Large Power Service (Formerly Small Industrial Power Service)**

Qualification: Customer must have monthly demands of 200 kilowatts or greater for 3 consecutive months. If a customer's load decreases to less than 200 kilowatts for 12 consecutive months after being placed on the Large Power Service rate, it will be moved to the General Service rate. A General Service customer may ask to be billed under this rate for a minimum of 12 months.

Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$50.00	
	<u>Summer</u>	<u>Winter</u>
Demand Charge per kW	\$6.79	\$5.75
All kWh (w/o primary discount)	8.78¢	7.63¢
All kWh (w/primary discount)	8.66¢	7.52¢

Demand: The kW as shown by or computed from the readings of the Board's demand meter for the 15-minute period of customer's greatest use during the month determined to the nearest kW.

Minimum Demand: The minimum billing demand shall be the greater of:

1. 75% of the highest Demand established in any month during the 12 months ending with the current month, or
2. 150 kW

Primary Discount: The primary discount will apply for customers that own transformation equipment and take service at one of the Utility's standard primary voltages (>2.4 kV).

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Qualification: Any accounts providing service to the City of Indianola or Indianola Municipal Utilities, excluding street lighting service.

Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$24.00	
	<u>Summer</u>	<u>Winter</u>
All kWh per month	14.24¢	11.16¢

City Street Lights:

Qualification: Street lighting service to the City of Indianola.

Rates effective for all billings after May 1, 2025 Monthly

Customer Charge	\$3.00	
	<u>Summer</u>	<u>Winter</u>
All kWh per month	8.54¢	7.97¢

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Rates for electric current for Large Power Contracts shall be pursuant to the provisions of written contract entered into by the customer and Indianola Municipal Utilities.

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Rates effective for all billings after May 1, 2025

Monthly Customer Charge	\$14.00	
	<u>Summer</u>	<u>Winter</u>
kWh/mo. 8 a.m. to 8 p.m. Monday-Friday	20.50¢	18.21¢
kWh/mo. 8 p.m. to 8 a.m. Monday-Friday	9.11¢	7.18¢
kWh/mo. 8 p.m. Friday to 8 a.m. Monday	9.11¢	7.18¢

2.4(12) Delinquent Bills

Net monthly bills, as computed under the provisions of this Resolution, are payable within 20 days from the date of bills. When not so paid, penalty at the rate of 18% per annum from due date until paid shall be charged. One month's penalty shall be forgiven each year.

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of each billing period by mutual agreement of the Utility and the customer.

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Amount of Monthly Verizon Charge for Interrogating Electric Meter(s) of Customer-Owned Renewable Generating Facilities will be effective upon notification from MEAN.

2. **EFFECTIVE DATE.** This Resolution shall be in effect from and after its final passage and approval and publication as provided by law.

INTRODUCED AND ADOPTED this 24th day of March 2025

ATTEST:

Dom Selgrade, Chair, Board of
Trustees

Monica Thompson, Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Approve and File Annual Reliability Plan

Recommendation:

Attachments: 1. Combined Plan

March 25, 2025

Records and Information Center
Iowa Utilities Board
1375 E. Court Ave.
Des Moines, Iowa 50319-0069

Filing Title: Indianola Municipal Utilities Reliability Plan

Dear Chief Operating Officer:

Pursuant to Iowa Administrative Code 199-27.10(3)(g), Indianola Municipal Utilities is filing its annual Reliability Plan. This plan is updated no less than annually, approved by utilities governing body, and filed with the Iowa Utilities Board by April 1, of each year for the purposes of complying with the informational reporting requirement of Iowa Administrative Code 199-27.10(3)(g).

Indianola Municipal Utilities takes its responsibility to provide safe, reliable and affordable electricity to those we serve seriously. As a municipal utility, we are not profit driven but rather focus on providing superior service rather maximizing returns. We are proud of our efforts in providing superior system reliability. Our record of reliable service illustrates our commitment to our community partners, but also our owner customers.

Please feel free to contact our General Manager, Chris DesPlanques if you have questions at 515-961-9444. These concerns will be conveyed to Indianola Municipal Utilities's governing authority so we can respond appropriately.

Sincerely,
/s/ Chris DesPlanques

General Manager
Indianola Municipal Utilities
515-961-9444

Reliability Plan

Indianola Municipal Utilities

Indianola Municipal Utilities strives to deliver safe, reliable and affordable power to our customers. While this reliability plan focuses on information pertinent to reliability, other considerations cannot be overlooked in balancing the needs of the customers with the business decisions of the system's managers.

The purpose of this reliability plan to meet the requirements of Iowa Administrative Code 199-27.10(3) (g). This reliability plan does not replace, but merely supplements, information provided to the utility's governing authority throughout the year. This plan has been signed off on by the governing authority of **Indianola Municipal Utilities** along with reliability data for the purpose of detail the utility's progress in achieving certain strategic objectives as outlined its strategic plan. This plan was prepared for the reporting period of January 1, 2025 through December 31, 2025.

During 2024 customers were able to contact the **Indianola Municipal Utilities** 24 hours a day, 7 days a week through an after-hours telephone number. Customers were able to timely report service interruptions and other problems they experienced with electric service through clearly defined communication channels.

Indianola Municipal Utilities reliability plan represents an integrated approach addressing the operation, maintenance and inspection of the electric system.

Providing safe, reliable, and affordable electric service to meet the needs of customers requires an intricate balance and consideration of all of the above as well as the resources available to achieve results.

Indianola Municipal Utilities made reasonable efforts to avoid and prevent service interruptions during the last year. However, when interruptions occurred, service was reestablished within the shortest time practicable, consistent with safety.

Indianola Municipal Utilities has an effective preventive maintenance program and is capable of emergency repair work on an appropriate scale to its scope of operations and to the physical condition of its electric facilities. No changes were made to the program during the last year.

Indianola Municipal Utilities continues to follow a written program for inspecting and maintaining its electric supply lines and substations in order to determine the necessity for replacement, maintenance and repair, and for tree pruning or other vegetation management.

Indianola Municipal Utilities installs lightning arresters as appropriate on all distribution line equipment in an effort to reduce outages and protect equipment.

Indianola Municipal Utilities has a program of regular pole inspection, with the complete system scheduled to be completed on a 10 year cycle. The inspections are done on an area basis with all municipal utility owned poles, within a given area, being inspected each year. The program consists of a complete inspection of the poles, over 10 years of age, and a report on all rejected poles that are to be replaced. Poles are generally replaced within six months.

Electric Transmission and Distribution Inspection and Maintenance Plan

INDIANOLA MUNICIPAL UTILITIES



Plan date: December 16, 2024

Revisions: April 1, 2002; December 22, 2014; May 24, 2019

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SECTION 1

INTRODUCTION

IMU is dedicated to an uninterrupted power supply for the residents and businesses of the City of Indianola. IMU believes the best way to meet this need is an extensive maintenance and preventive maintenance program. The program pertains to the Transmission and Distribution powerlines and all fixtures included in that system. An inspector will inspect each line and fixture over a (10) year period. The maintenance/preventive maintenance program will reveal fixtures that are in need of repair before an outage occurs. The maintenance/preventive maintenance program will also address old or out-dated construction that requires replacement.

IMU is determined to take corrective actions when a powerline or a fixture is deficient or unsatisfactory. The inspection program is a reflection of those standards.

Locations of Offices and Facilities – IAC 199-25.3

Utility Name: INDIANOLA MUNICIPAL UTILITIES
Address 210 WEST 2nd AVENUE
INDIANOLA, IOWA 50125

PHONE (515) 961-9444
WEBSITE WWW.INDIANOLA.COM

Location of Inspection Records

Address INDIANOLA MUNICIPAL UTILITIES
1300 EAST IOWA AVENUE
INDIANOLA, IOWA 50125

Description of the Location of Electric Supply Lines by this Plan:

COUNTIES

WARREN

MADISON

TOWNSHIPS

WASHINGTON
Range 24 & 23 W. Township 76 North

LINCOLN
Range 23 & 24 W. Township 76 North

JEFFERSON
Range 25 W. Township 76 North

CRAWFORD
Range 26 W. Township 76 North

SECTION 2

Electric Transmission and Distribution Inspection and Maintenance Plan

Utility: Indianola Municipal Utilities
210 West 2nd Avenue
Indianola, IA 50125

Phone: 515-961-9444

This inspection will be done in an approved manner consistent with accepted industry practice.

Records sufficient to show compliance with the program shall be maintained by the utility.

Deficiencies found during inspections and testing shall be corrected on a priority basis.

REFERENCE LIST:

Iowa Electrical Safety Code, 199 IAC Chapter 25

National Electrical Safety Code, as adopted by 199 IAC 25.2(1) and modified by 199 IAC 25.2(2)

Lineman's and Cableman's Handbook, as adopted by 199 IAC 25.2(5)b

National Electrical Code, as adopted by 199 IAC 25.2(5)a

ELECTRIC UTILITY INSPECTION AND MAINTENANCE PROGRAM INDIANOLA MUNICIPAL UTILITY

Part I Inspection Schedule

1. Lines operated below 34.5 kv

The entire electrical distribution system shall be visually inspected at least once during each 10-year cycle. The inspection shall include, but shall not be limited to, the following items:

- A. Pad mount transformers
- B. Locks and seals
- C. Switching cabinets
- D. High voltage switches
- E. Secondary pedestals and vaults
- F. Underground riser cable and guards
- G. Pole mounted transformers
- H. Ground connections
- I. Guys, guy anchors and guy guards
- J. Cutouts, arresters and switches
- K. Clearance to structures, ground and trees
- L. Conductor condition and sag
- M. Cross arms, insulator and pole top hardware
- N. Pole condition at and above the ground

2. Lines operated above 34.5 kv

The entire electrical transmission system shall be visually inspected at least once each year. The inspection shall include, but not be limited to, the following items:

- A. Pole condition at and above the ground
- B. Cross arm, insulators and pole top hardware
- C. Conductor condition and sag
- D. Clearance to structure, grounds and trees
- E. Guys, guy anchors and guy guards
- F. Ground connections
- G. Locks and seals

3. Substations and switching stations

Substations and switching stations shall be visually inspected monthly. The inspection shall include, but shall not be limited to, the following items:

- A. Power transformer
- B. Voltage regulators
- C. Oil circuit breakers
- D. Insulators, busses, connections, arresters and ground wires
- E. Air break and disconnect switches
- F. Structures and physical site
- G. Locks, fences, gates and warning signs

4. Vegetation and tree trimming

Vegetation and trees that may interfere with the safe operation of electric lines, substations and switching stations shall be visually inspected at least once every 5-years.

The records of vegetation management shall include the date (s) during which the work was conducted. The records shall be kept until two years after the next periodic inspection or vegetation management action is completed or until all necessary repairs and maintenance are completed, whichever is longer.

The Indianola Municipal Utilities (IMU) Board of Trustees establishes a policy to allow for systematic trimming of trees and bushes in the area of overhead and underground power and communication lines of the Indianola Municipal Electric and Communications Utilities.

The Board desires to ensure that Indianola's electrical service and communications facilities will not be unnecessarily interrupted by uncontrolled vegetative growth, but at the same time, maintain an ecological balance with the environment and ensure good public relations.

An effort shall be made to remove all vegetative growth within eight (8) feet of an overhead power line and/or communication line or twelve (12) feet in front of underground fixtures and three (3) feet on the sides, which is located within a street right-of-way or in an easement area, which permits the desired trimming.

Before trimming trees or bushes or any other vegetative growth that are growing on private property, the IMU electric department shall give the affected resident and tree owner a seven (7) day advanced written notice of the intent to trim. The resident or owner is not authorized to trim the undesirable growth of trees affecting overhead electric lines themselves. They do have the option to hire a third-party contractor, at their own expense, to do the work. Notices will not be required for emergencies where it can be a safety concern for the public or the electric systems' proper operation.

If a third-party contractor is selected, the resident must notify IMU within the seven (7) day advanced notice of the name of the contractor who will do the trimming. The contractor must be qualified to perform trimming on overhead power lines and the trimming must be done in a professional manner. A bare minimum eight (8) foot clearance for the overhead power line and/or communication line or twelve (12) feet in front of underground fixtures and three (3) feet on the sides, is required and may result in a routine, repetitive trimming schedule. Trimming must be completed within 30 days of the original notice of intent to trim and the third-party trimming company shall be responsible for the disposal of all debris generated from the trimming work.

Written notice to the resident may be accomplished by hand delivery to the residence or by ordinary mail and shall be effective without determining ownership of the property in question or proving receipt of notice by the resident. The written notice to the residents shall advise, at least in an abbreviated form, of the potentially extreme and/or fatal dangers or trimming vegetative growth in the area of overhead or underground power lines and facilities, and that they are prohibited from trimming the trees because of the potential dangers.

Indianola Municipal Utilities refers to the latest addition of the Lineman's and Cableman's Handbook and the ANSI A300.

The inspection shall include, but not be limited to, the following items:

- A. Overhead Distribution and Transmission Lines
 - 1. Trees growing into lines
 - 2. Limbs and branches overhanging lines
 - 3. Limbs and branches in close proximity to transformers, switches, etc.
 - 4. Vegetation around base of pole, guy or guy guard, grounds
 - 5. Removal of dead or dying trees that are not necessarily close but could fall on line or endanger it (Danger Trees)
- B. URD Distribution Equipment
 - 1. Vegetation in or around pad mount equipment
 - 2. Fences in close proximity or blocking cabinet entry
 - 3. Any other obstruction that may interfere with operations

Part II Classification of Deficiencies

Deficiencies will be recorded and graded for the purpose of scheduling repair. The grading will be as follows:

Grade 1 – Hazardous Deficiency

This grade is used to describe a condition that could reasonably be expected to endanger life or property. A hazardous deficiency shall be promptly repaired, disconnected or isolated. (See National Electrical Safety Code, Rule 214A5)

Grade 2 – Non-Conforming Deficiency

This grade is used to describe a condition that is not in accordance with local, state or national codes. Such a deficiency is one that could cause maintenance or operating problems and could become hazardous if not corrected. A non-conforming deficiency shall be scheduled for correction as soon as practical within the work plan. In all cases, they shall be corrected within a 6-month period following inspection. (See National Electrical Safety Code, Rule 214A4)

Grade 3 – This grade is used to describe a condition that poses no danger to life or property. Such a deficiency, when corrected, could improve engineering, design or safety on the system. An engineering deficiency may be corrected in the routine maintenance or replacement schedule.

Part III Other Inspections

More detailed inspection and testing may be conducted as deemed necessary by the utility.

Additional inspections or patrols will be carried out following damaging storms and as necessary in areas subject to high rates of vandalism.

All inspections will be done in an approved manner consistent with accepted industry practice.

Part IV Emergency Notice and Repair (199 IAC 42.4)

If emergency repairs or non-routine maintenance need to be performed, it is important that immediate notification be given to other entities with facilities that may be affected. Each public utility must file with the Iowa Utilities Commission (IUC) contact information for emergency notifications 24-hours per day, 7-days per week. (See 199 IAC 42.4(2))

Part V Records

Records sufficient to show compliance with the program shall be maintained by the utility. Deficiencies found during inspections and testing will be corrected on a priority basis.

Part VI Incident Reporting Requirements (199 IAC 20.19)

What to report:

Any outage that may last longer than 6-hours and the outage meets one of the following criteria:

- Substantially all of an incorporated city or town (75%)
- Loss of 20% of established zone
- A major event as defined in subrule 20.18(4)
- Any other outage considered significant by the electric utility

Major Event as defined in 20.18(4)

- Extensive physical damage to transmission and distribution facilities has occurred within the electric utility due to unusually severe or abnormal weather or event
- Wind speeds in excess of 90-mph
- One-half inch of ice is present and wind speed exceeds 40-mph
- 10% of the affected area total customer count is incurring a loss of service for 5-hours or more

Any other outage considered significant by the utility = An unusual event that attracts news media attention, creates unusual damage to utility facilities, utility facilities create unusual damage to adjacent properties, cause loss or problem for high profile public facilities.

Email to: dutyofficer@iuc.iowa.gov or Phone: 515-745-2332

NOTES

1. Customer numbers can be based on the last available year-end number as reported to the IUC annually,, OR can be based on the best available guesstimate. Nobody is going to count noses or split hairs. Ball park it, better safe than sorry.
2. As soon as you get a feel for a situation and think it might fall into above criteria report it.

This is a summary reference for revised incident reporting rules and does not replace the actual text or meaning of the rules published in the Iowa Administrative Code).

INSTRUCTIONS TO INSPECTORS

Purpose: The purpose for the inspection is to determine whether a facility is (1) in compliance with applicable codes and standards, (2) in need of maintenance or corrective action, (3) requires further investigation, or (4) in acceptable condition.

Guidelines and code requirements for the conduct of inspection can be found in:

1. ANSI A300 (Part I), as suggested by 199 IAC 25.3(%) – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning)
2. 199 IAC Sections 20.5, 20.7 ad 20.8
3. Iowa Electrical Safety Code 199 IAC Section 25
4. Lineman's and Cableman's Handbook, as adopted by 199 IAC 25.2(5)b
5. National Electrical Code, as adopted by 199 IAC 25.2(5)a
6. National Electrical Safety Code, as adopted by 199 IAC 25.2(1) and modified by 199 IAC 25.2(2)
7. RUS 1730-1: "Electric System Operation and Maintenance (O&M)"
8. RUS 1730B-121: "Pole Inspection and Maintenance"
9. RUS 1724E-300: "Design Guide for Rural Substations"

Note: NEC and NESC are updated periodically and adopted by the IUC approximately every 2-4 years. Previous editions must be kept for reference.

TRANSMISSION AND DISTRIBUTION SYSTEM INSPECTION GUIDELINES

A. Poles

1. Leaning (2 foot or more out of line at top)
2. Rotting
3. Splitting
4. Burns
5. Insect damage
6. Mechanical damage
7. Pole numbers where applicable

B. Metal Structures

1. Loose structural elements
2. Oxidation
3. Footings
4. Grounding (intended or unintended)

C. Cross Arms

1. Rotting
2. Splitting
3. Bracing
4. Brounding
5. Pins

D. Hardware

1. Missing
2. Loose
3. Bent, twisted
4. Burns
5. Too close to ground

E. Insulators

1. Chipped
2. Broken
3. Flash over
4. Deterioration
5. Floating

F. Conductor Clearances

1. Above ground or water
 - Open Ground
 - Roads, driveways, parking lots
 - Railroads
 - Water
2. Attached building
3. Conductor Separation
 - Other conductors
 - Communication lines
 - CATV
 - Pole mounted equipment
4. Roof, walls, windows, metal surfaces
 - Buildings
 - Tanks
 - Towers
 - Poles
 - Grain Bins
5. Trees and vegetation

G. Conductors

1. Broken strands
2. Burns
3. Twisted
4. Ties
5. DE shoes
6. Sag
7. Armor rod
8. Dampeners
9. Splices

H. Guys

1. Insulated or grounded
2. Markers (including length and color)
3. Loose or cut
4. Damaged or broken strands
5. Condition, location of isolation device
6. Anchor eye

I. Miscellaneous

1. Clearances to (fire hydrants, gas storage, roadways)
2. Climbable towers
3. Warning signs

4. Barriers
 5. Material stacked near or under towers
 6. Aircraft warning devices
 7. Equipment not in service that needs to be removed
 8. Obstructions on structures
- J. Equipment (including transformers, switches, arrestors, etc.)
1. Jumpers
 2. Hardware
 3. Grounding
 4. Nests
 5. Accessibility
- K. Grounds
1. Broken or disconnected wires
 2. Loose pole grounds
 3. Exposed ground rods

Inspection Program For Substations

General Visual Inspection

Substations shall be inspected monthly. Inspections shall include but not be limited to the following items:

- A. Power transformers
- B. Voltage and voltage regulators
- C. Oil circuit breakers
- D. OCRs and oil switches
- E. Airbrake and disconnect switches
- F. Bypass switches
- G. Miscellaneous electrical equipment, insulators, buses and connections, arrestors, capacitors and overhead ground wires
- H. Structures and physical site
- I. Locks on switches, enclosures, gates
- J. Warning signs
- K. Ground vegetation
- L. Grounding of fences, barbed wire, gates, etc.

Additional inspections will be carried out following damaging storms as necessary.

Annual Inspection of Substations

A comprehensive inspection and testing of each substation shall be made on an annual basis. This inspection will include but not be limited to the following items:

- A. Indicating and recording equipment
- B. Controls, relays, batteries and chargers
- C. Oil tests
- D. OCR maintenance
- E. Ground connection tests on station, fences, gates
- F. Corrosion control

Underground Distribution System Inspection Guidelines

- A. Equipment (transformers, sectionalizing equipment, switch gears, etc.)
 - 1. Warning signs
 - 2. Locks
 - 3. Penta bolts
 - 4. Missing or loose hardware
 - 5. Tipped or leaning equipment
 - 6. Grounding
- B. Underground
 - 1. Riser
 - 2. Grounded (elbows, stress cones, etc.)
 - 3. Ground rod(s) and connections
 - 4. Well inserts leaking
 - 5. Secondary Bushings
 - 6. Insect, varmint free

Vegetation and Tree Trimming Inspection Guidelines

Vegetation and trees that may interfere with the safe operation of electric lines, substations and switching stations shall be visually inspected at least once every 5-years.

The inspection shall include, but shall not be limited to, the following items:

A. Overhead Distribution and Transmission Lines

1. Trees growing into lines
2. Limbs and branches overhanging lines
3. Limbs and branches in close proximity to transformers, switches, etc.
4. Vegetation around base of pole, guy, guy guard, ground
5. Removal of dead or dying trees that have a potential to fall into lines or endanger it (Danger Trees)

B. URD Distribution Equipment

1. Vegetation in or around pad mount equipment
2. Fences in close proximity or blocking cabinet entry
3. Any other obstruction that may interfere with operations

SUBSTATION INSPECTION FORM						
SUBSTATION						DATE
WEATHER		SUNNY		OPERATOR		
MFG		MVA		YEAR	Voltage	
INSIDE CONDITION			GOOD (X)	BAD (X)	RECTIVE ACTION	
INSTRUMENT LIGHTS						
EMERGENCY LIGHTS						
HEATING/COOLING EQUIPMENT						
FIRE EXTINGUISHERS						
BUILDING LIGHTS						
CONDITION OF BUILDING						
BATTERIES						
FLUID LEVEL						
TERMINALS						
RACK						
VOLTAGE						
AMPERAGE						
BREAKERS			RELAYS FLAGS			
BREAKER	COUNTER	SF6 PSI	BREAKER	COUNTER	SF6 PSI	
OUTSIDE CONDITION			GOOD (X)	BAD (X)	RECTIVE ACTION	
LIGHTING						
FENCE						
SAFETY SIGNS						
GATES						
GRASS						
WEEDS						
GENERAL CONDITION						
TRANSFORMER						
LEAKS						
FANS						
PRESSURE						
TEMPERATURE						
GENERAL CONDITION						
BUSS						
HARDWARE						
AIR BRAKES						
INSULATORS						
BREAKERS						
BREAKER PRESSURE (SF6)						
TRANSFORMER DATA						
AP POSITION		TEMP.		OIL LEVEL		
MIN.		TRAN		TRAN		
MAX.		LIQ		LTC		
CURRENT		WDG		GAS PRESSURE		
		LTC		CURRENT COUNT		

IMU Inspection / Work Order Form

Type: 69KV
Transmission

Date: _____

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

IMU Inspection / Work Order Form

Date: _____

Type:
Maintenance

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

IMU Inspection / Work Order Form

Date: _____

Type:
Underground

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

IMU Inspection / Work Order Form

Date: _____

Type:
Vegetation

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

ME-1

INDIANOLA MUNICIPAL UTILITIES ANNUAL REPORT

Please indicate (check appropriate box) either certification of compliance, or provide a detailed statement on areas of noncompliance with your utilities program of periodic inspection, replacement and repair of electric plant required by Sub-rule 199-20.5(5) and Rule 25.3 IAC (RMU-82-18).

☐

Compliance is as to inspection replacement and repair is hereby certified.

☐

Detailed statement of area of noncompliance as follows:

(insert additional sheets as required for detailed statement)

OPTIONAL- Indicate estimate state (month and year) of completion of next cycle of periodic inspection, replacement and repair of electric plant in the following categories to facilitate staff audit of compliance:

- A. Lines above 34.5 KV
- B. Substations
- C. General inspection of distribution (under 34.5 KV)
- D. Testing each pole
- E. Neutral to soil resistivity tests
- F. (all other categories as needed)

Insert additional sheets as needed, to indicate various dates or regions of staggered cycles, if desired.

UTILITY OFFICIAL RESPONSIBLE FOR ABOVE CERTIFICATION

NAME

TITLE

SECTION 3

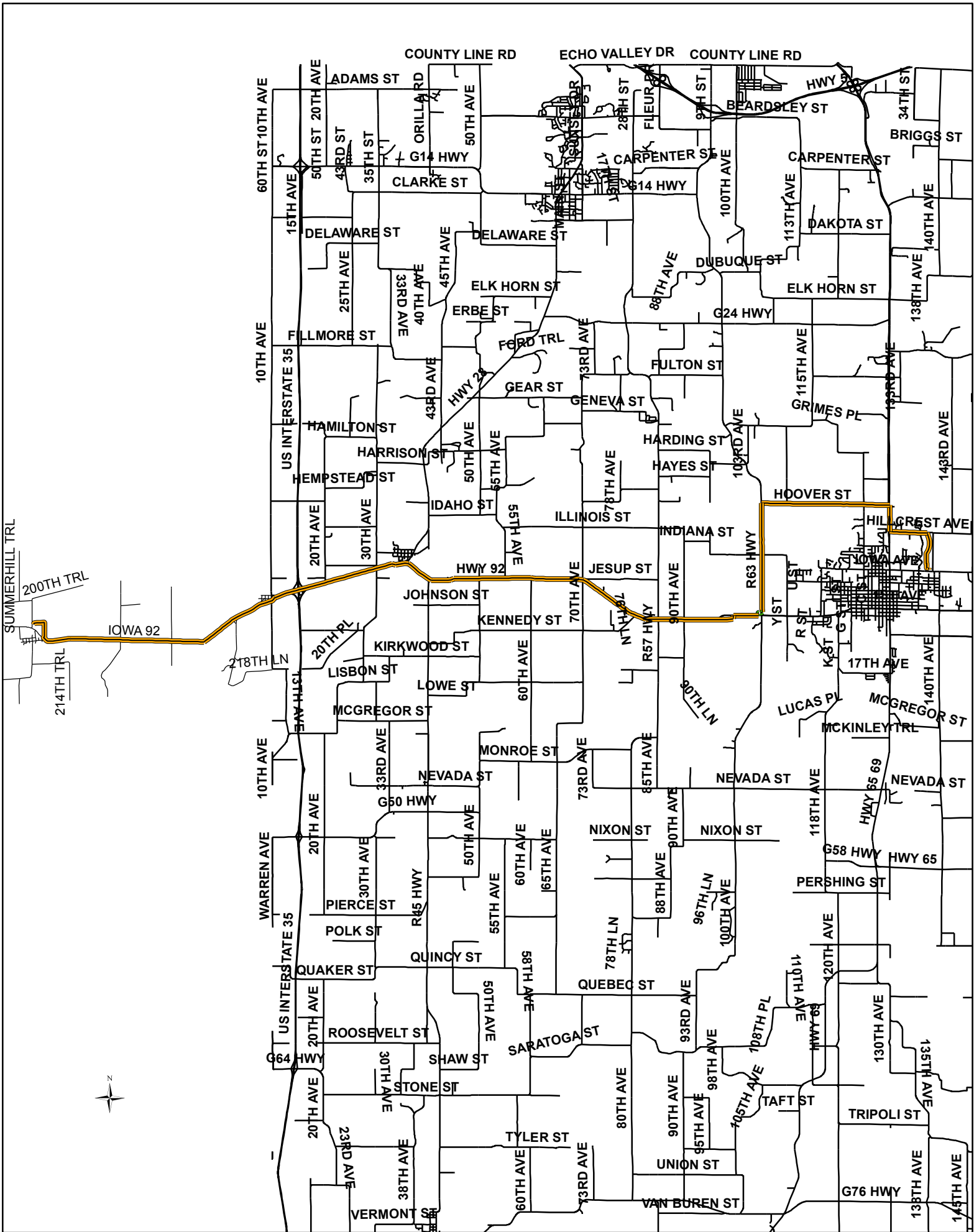
Attachment – A

**TRANSMISSION LINE
INSPECTION WORKSHEET**

X = CIRCUIT SCHEDULED FOR INSPECTION

AREA	YEAR									
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Patterson Line 69 KV	X									
Patterson Line 69 KV		X								
Patterson Line 69 KV			X							
Patterson Line 69 KV				X						
Patterson Line 69 KV					X					
Patterson Line 69 KV						X				
Patterson Line 69 KV							X			
Patterson Line 69 KV								X		
Patterson Line 69 KV									X	
Patterson Line 69 KV										X

All transmission lines 34.5 KV and above will be inspected yearly for damage and to determine the condition of overhead insulators. The area to be inspected each year is shown on the attached map.

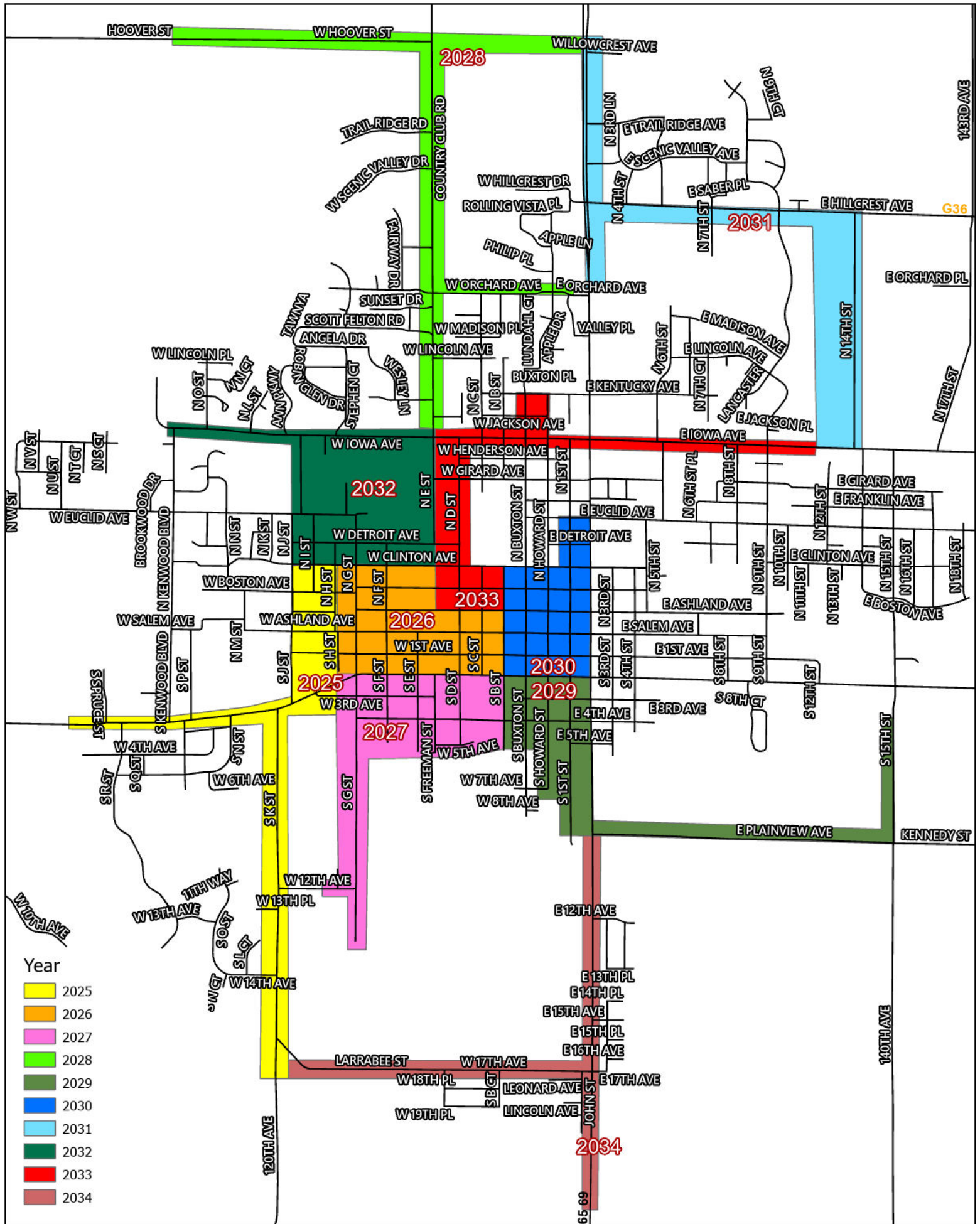


OVERHEAD DISTRIBUTION LINE INSPECTION WORKSHEET

X = SCHEDULED FOR INSPECTION

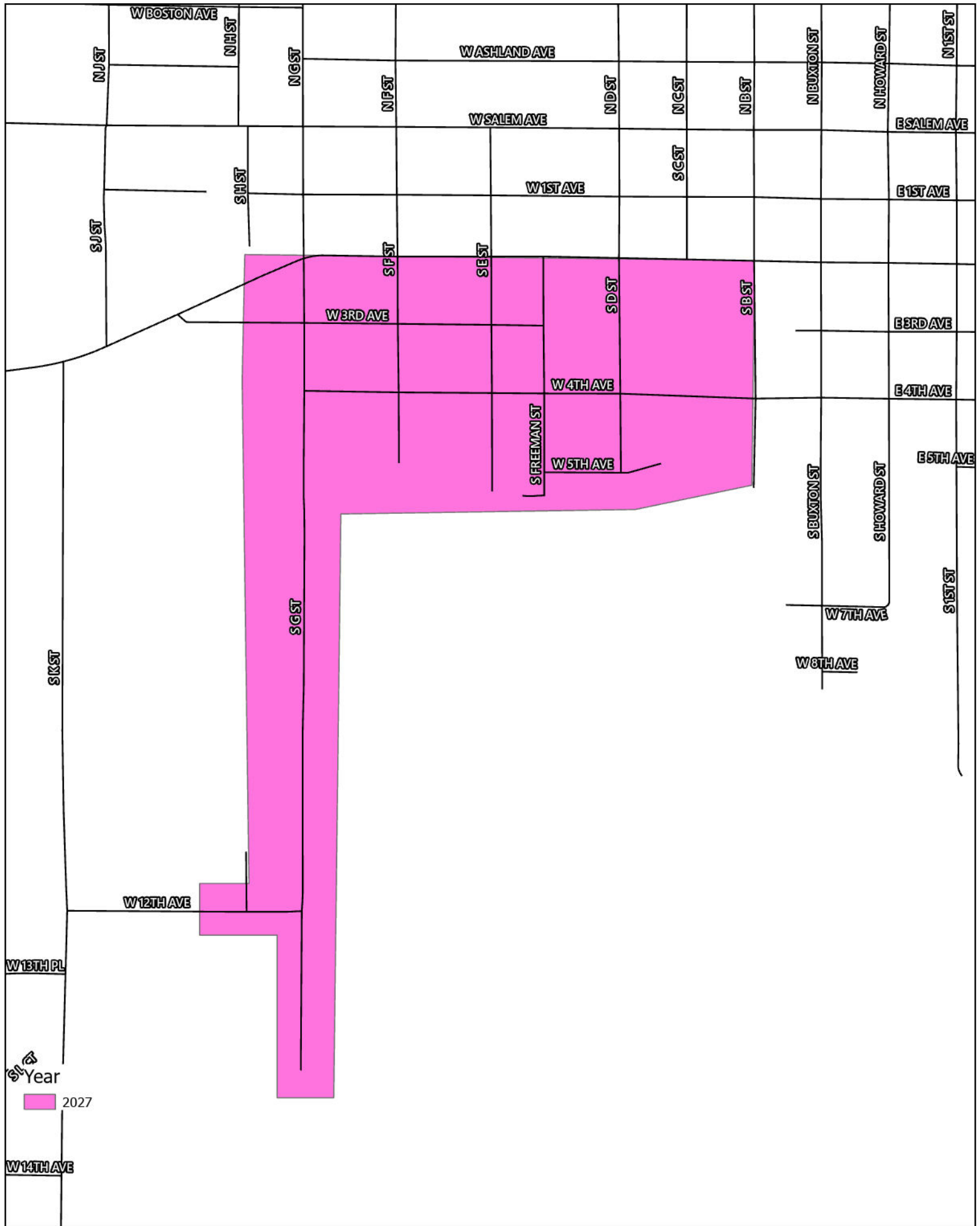
AREA	YEAR									
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
MAP - OH01	X									
MAP - OH02		X								
MAP - OH03			X							
MAP - OH04				X						
MAP - OH05					X					
MAP - OH06						X				
MAP - OH07							X			
MAP - OH08								X		
MAP - OH09									X	
MAP - OH10										X

The entire electrical distribution system shall be divided into (10) areas with each area being inspected at least once during each ten (10) year cycle. Attached maps will be used to identify the areas to be inspected.



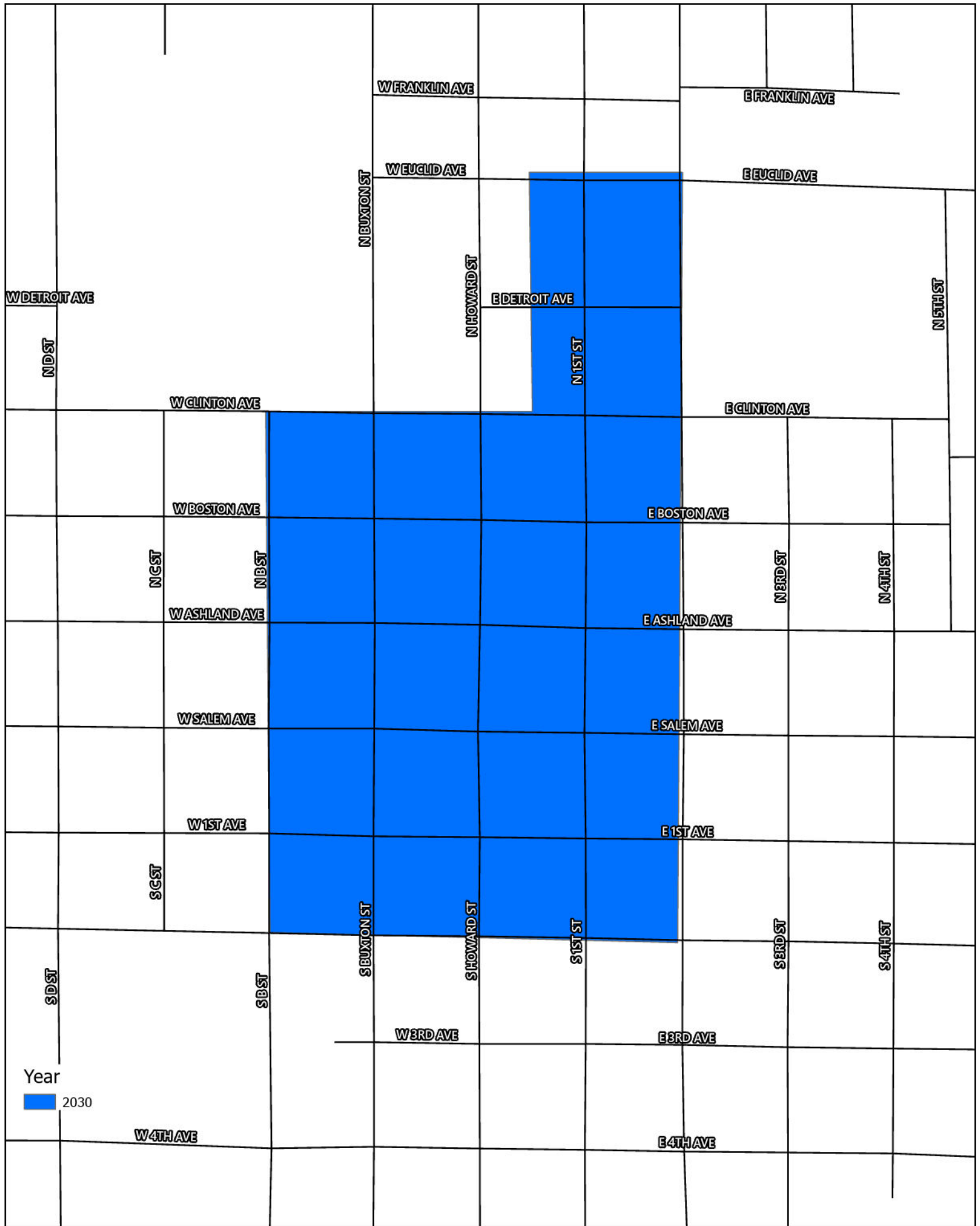


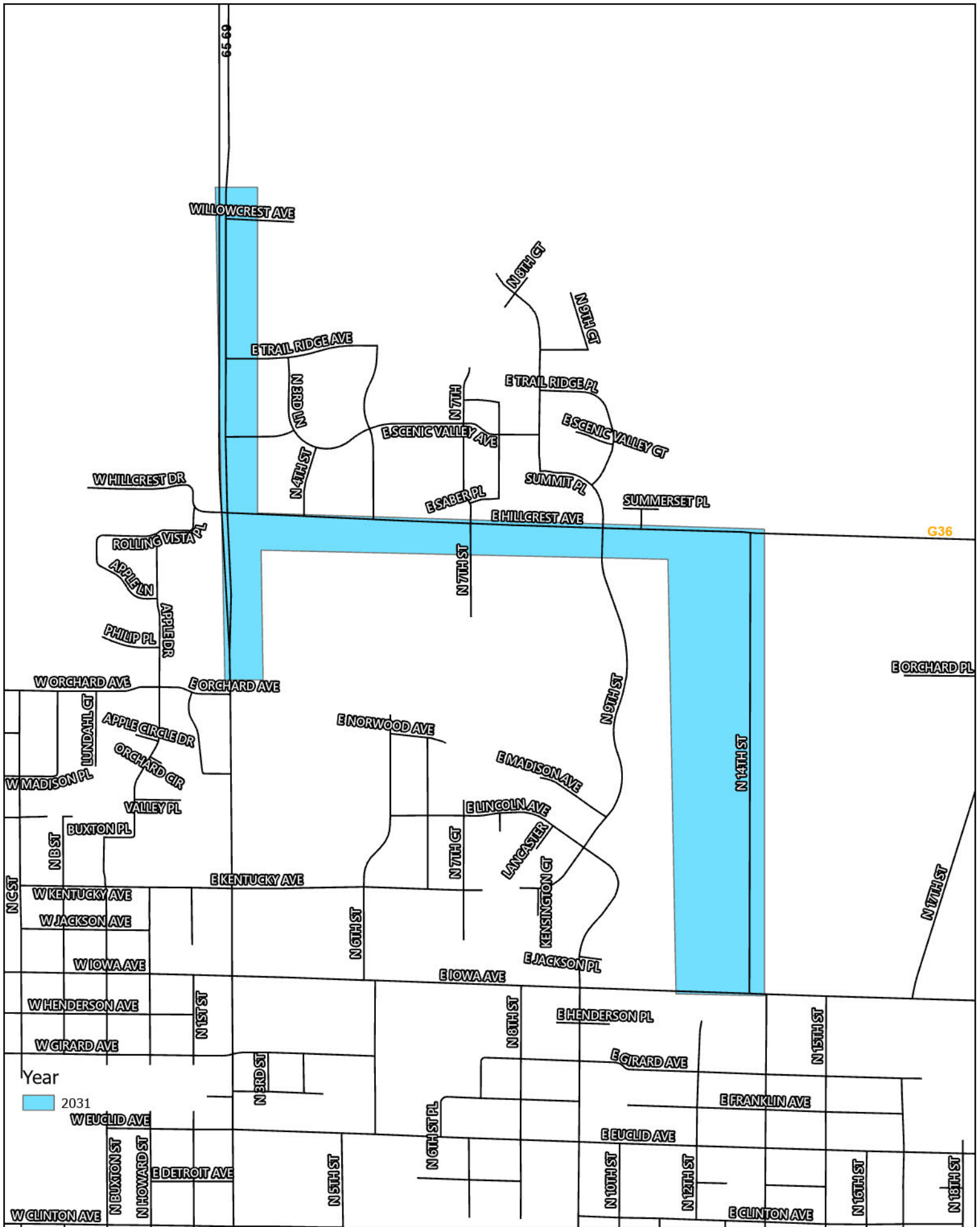


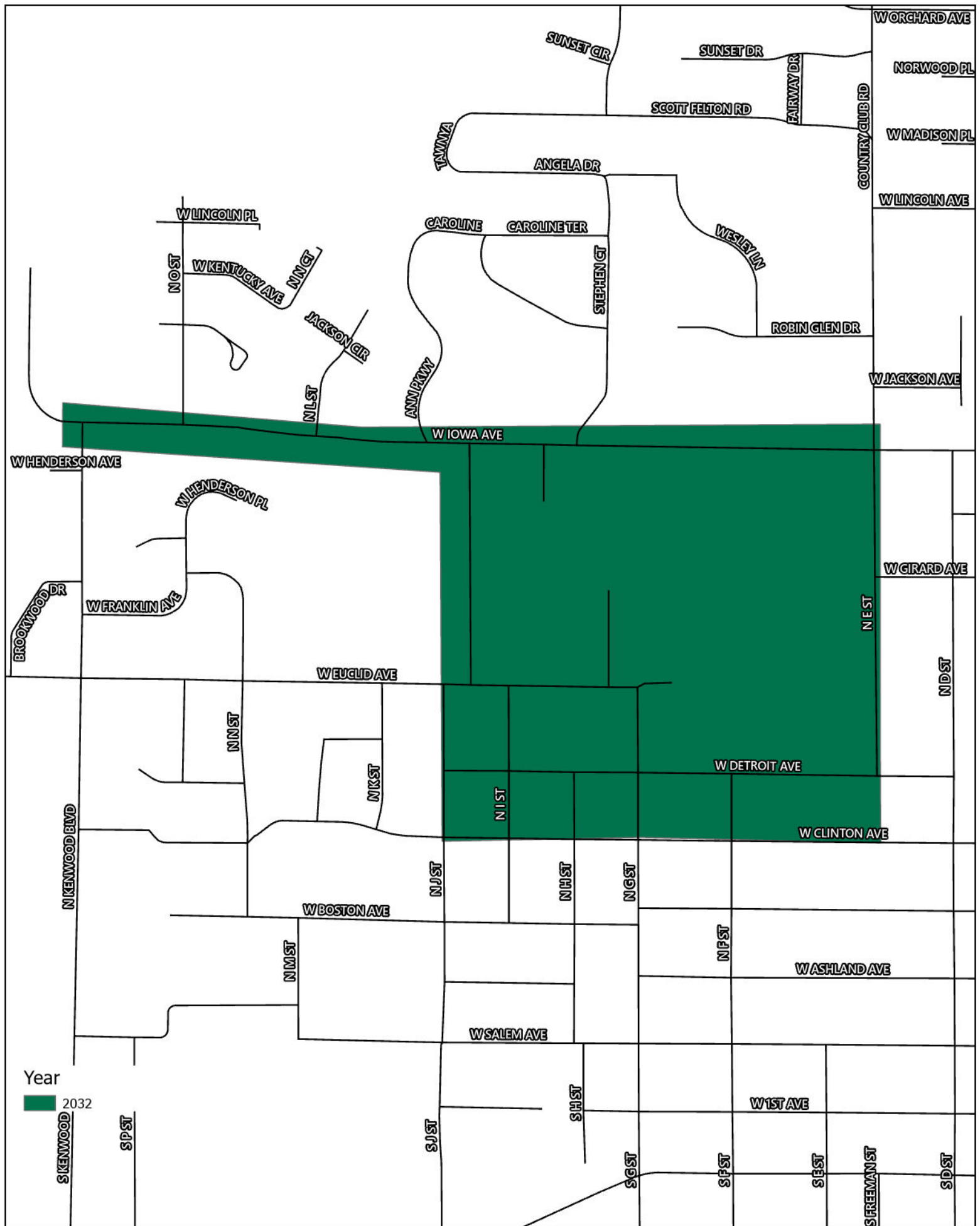


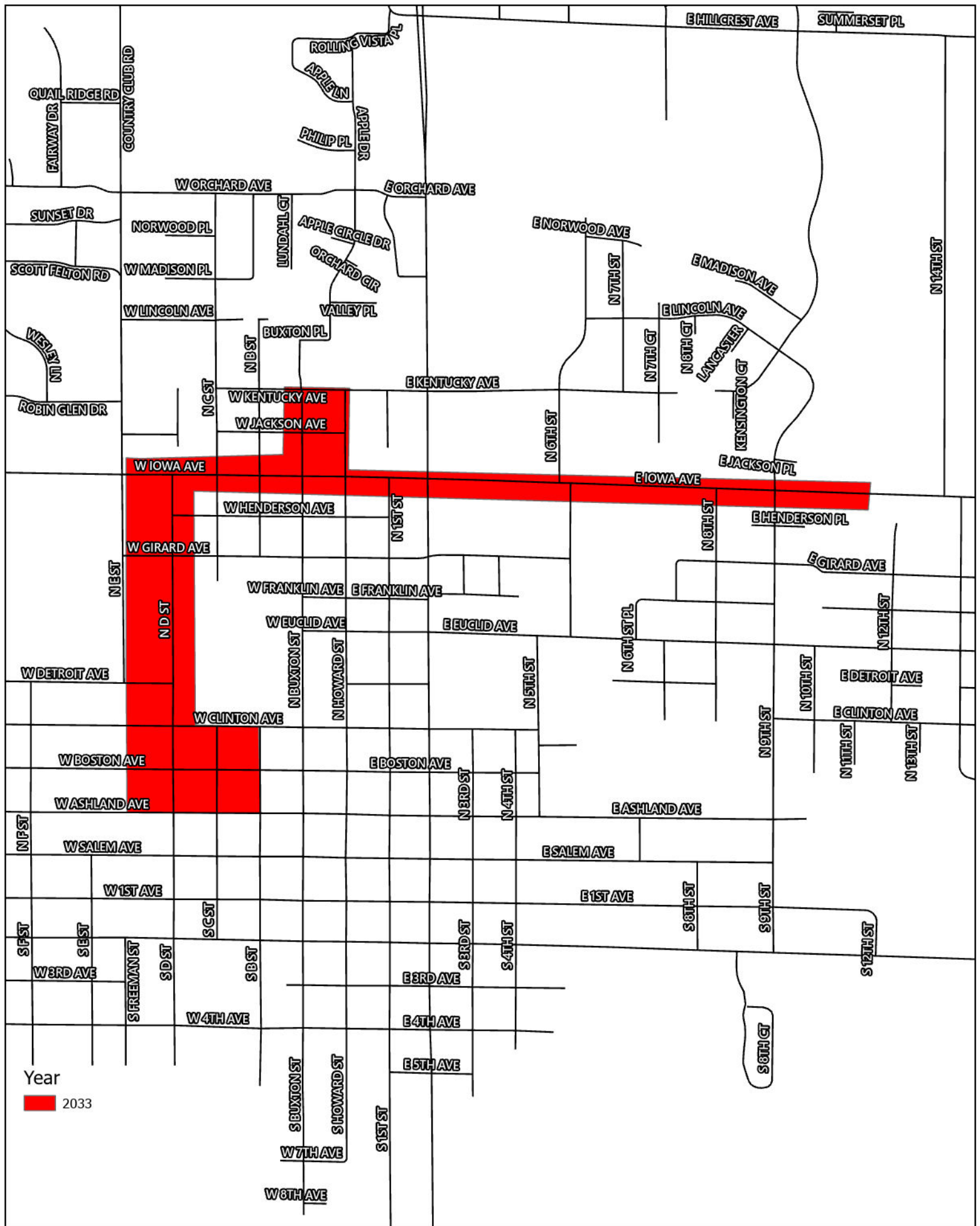


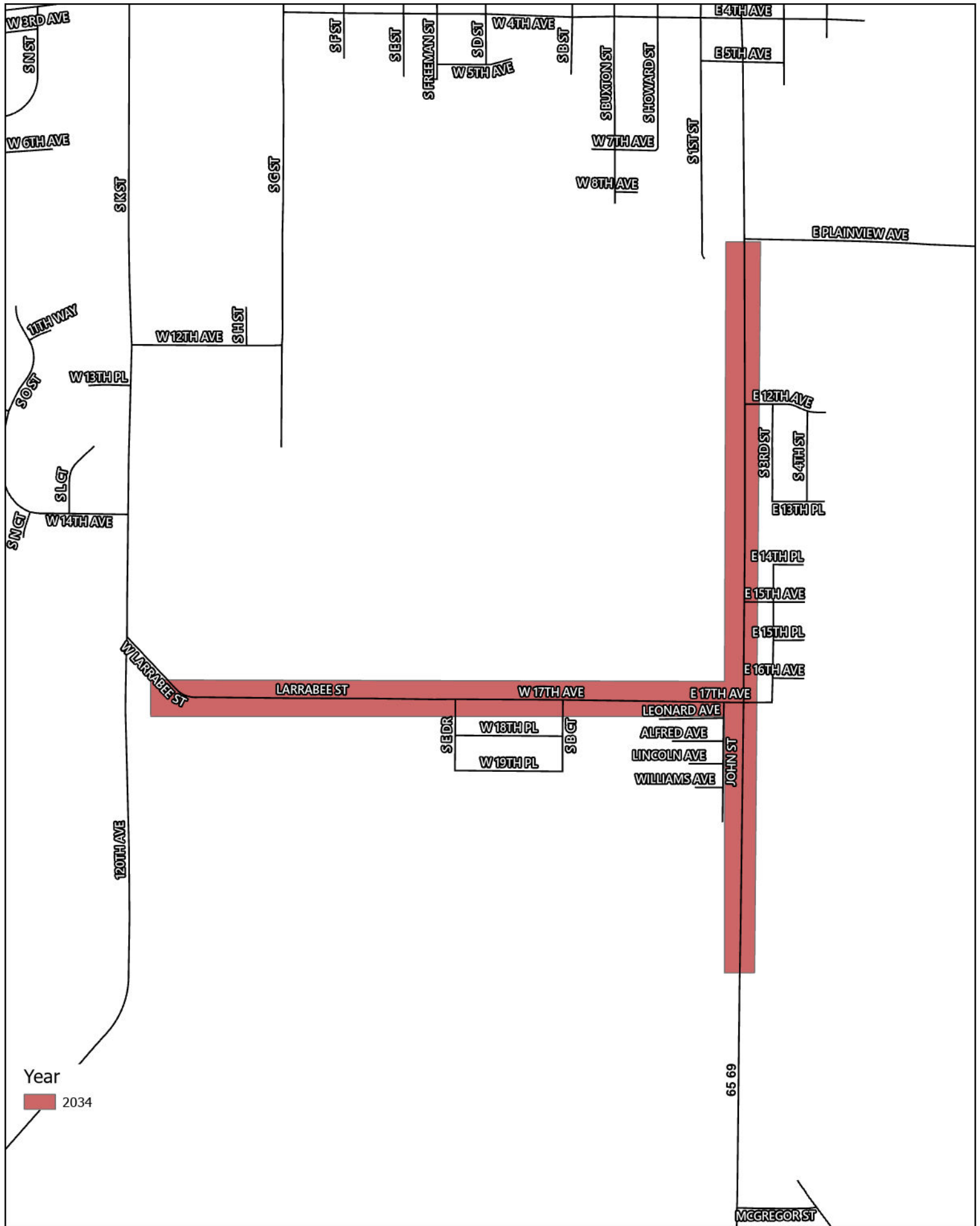












UNDERGROUND DISTRIBUTION SYSTEM INSPECTION SCHEDULE

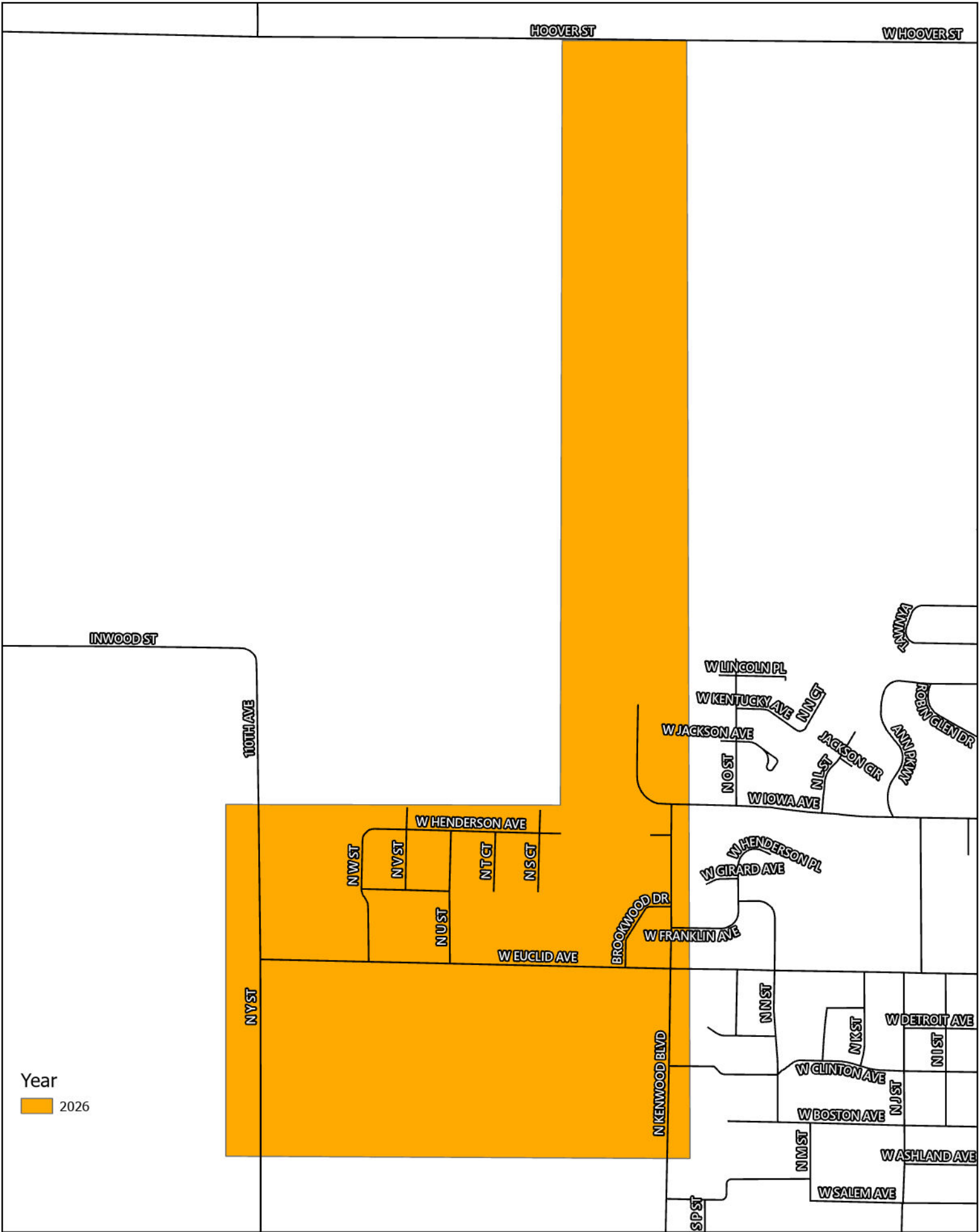
X = SCHEDULED FOR INSPECTION

AREA	YEAR									
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
MAP - UG01	X									
MAP - UG02		X								
MAP - UG03			X							
MAP - UG04				X						
MAP - UG05					X					
MAP - UG06						X				
MAP - UG07							X			
MAP - UG08								X		
MAP - UG09									X	
MAP - UG10										X

Inspection of all underground electric lines will be 10 years will approximately 10 percent inspected each year. Attached maps will be used to identify the areas to be inspected.

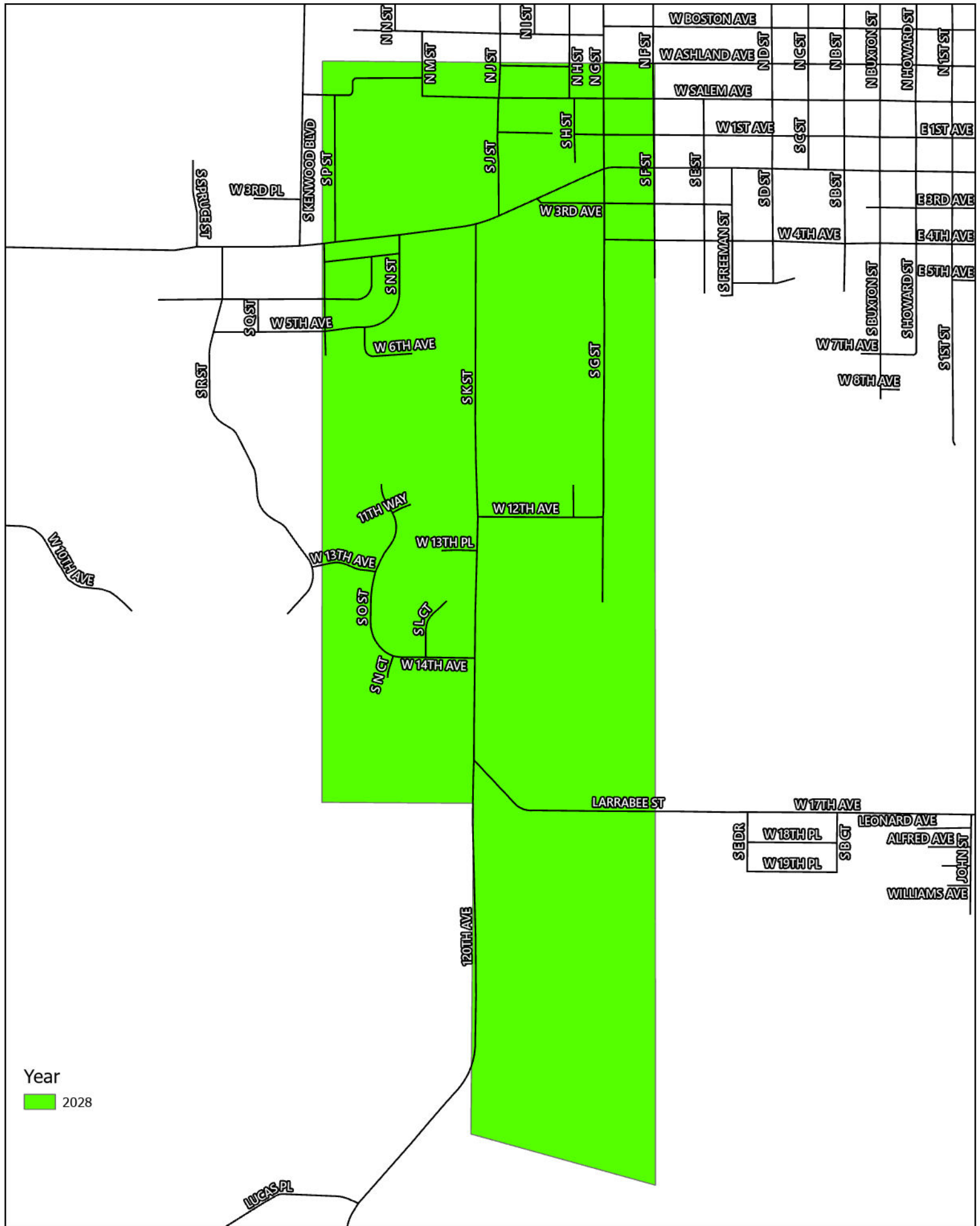


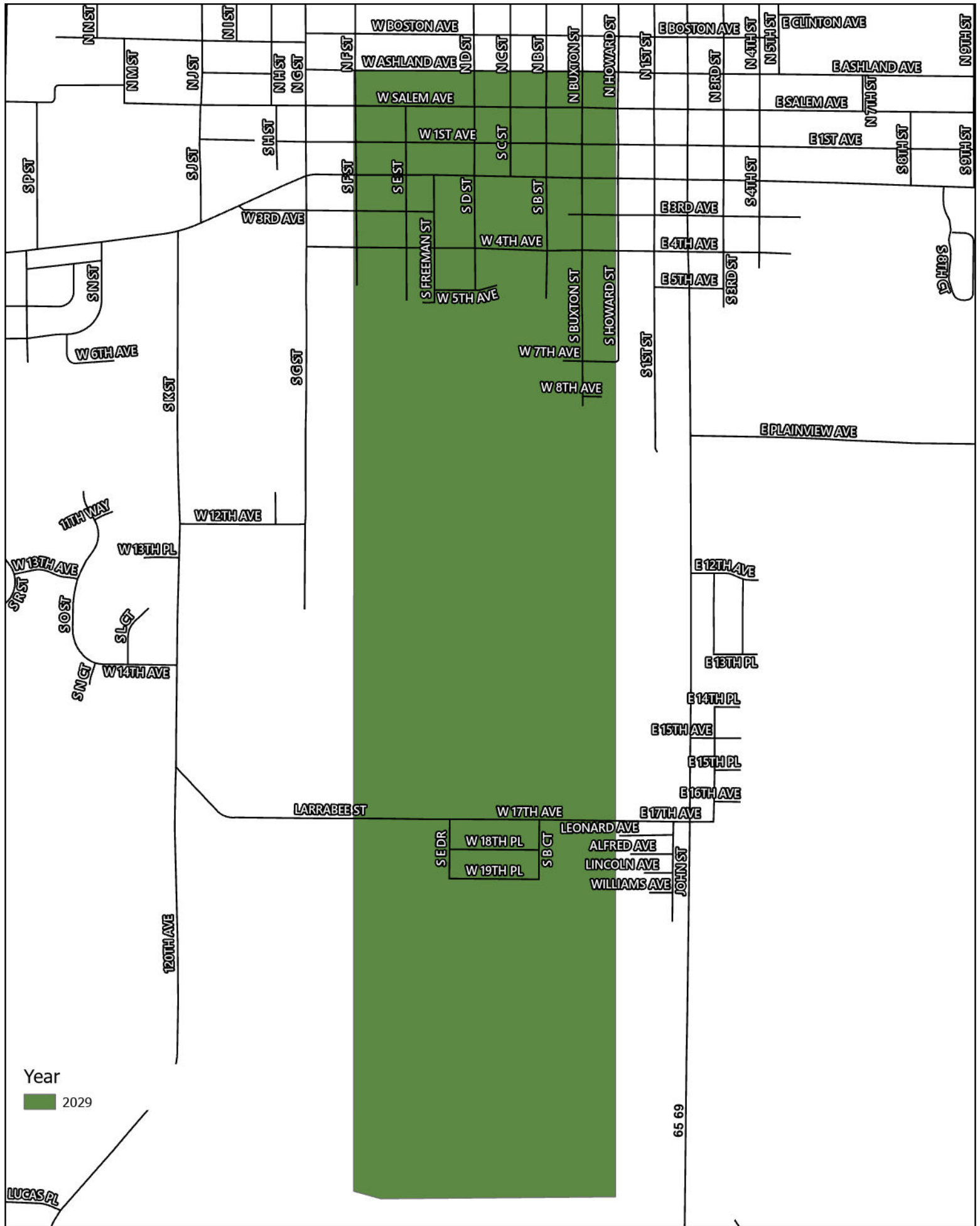




Year
2026



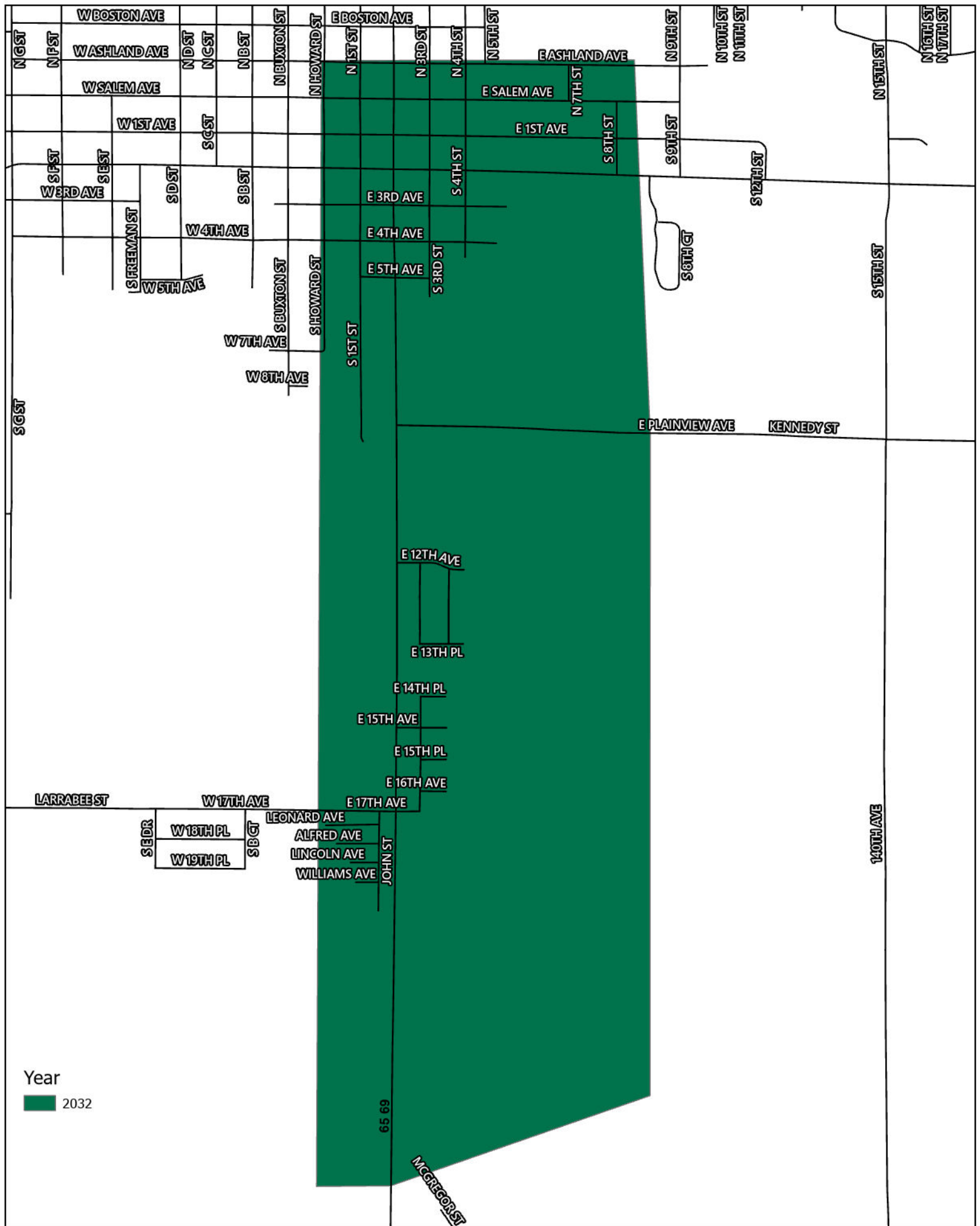


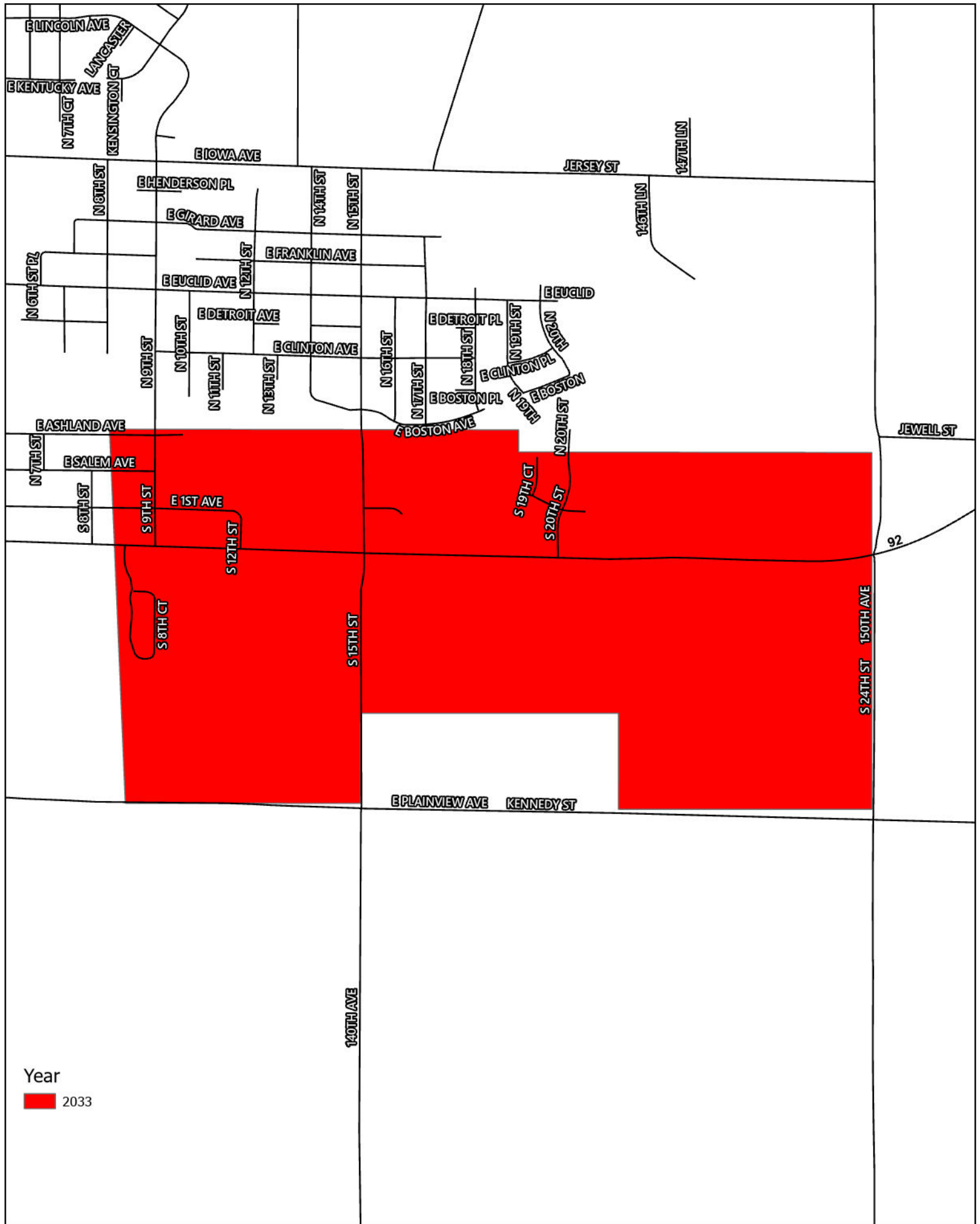


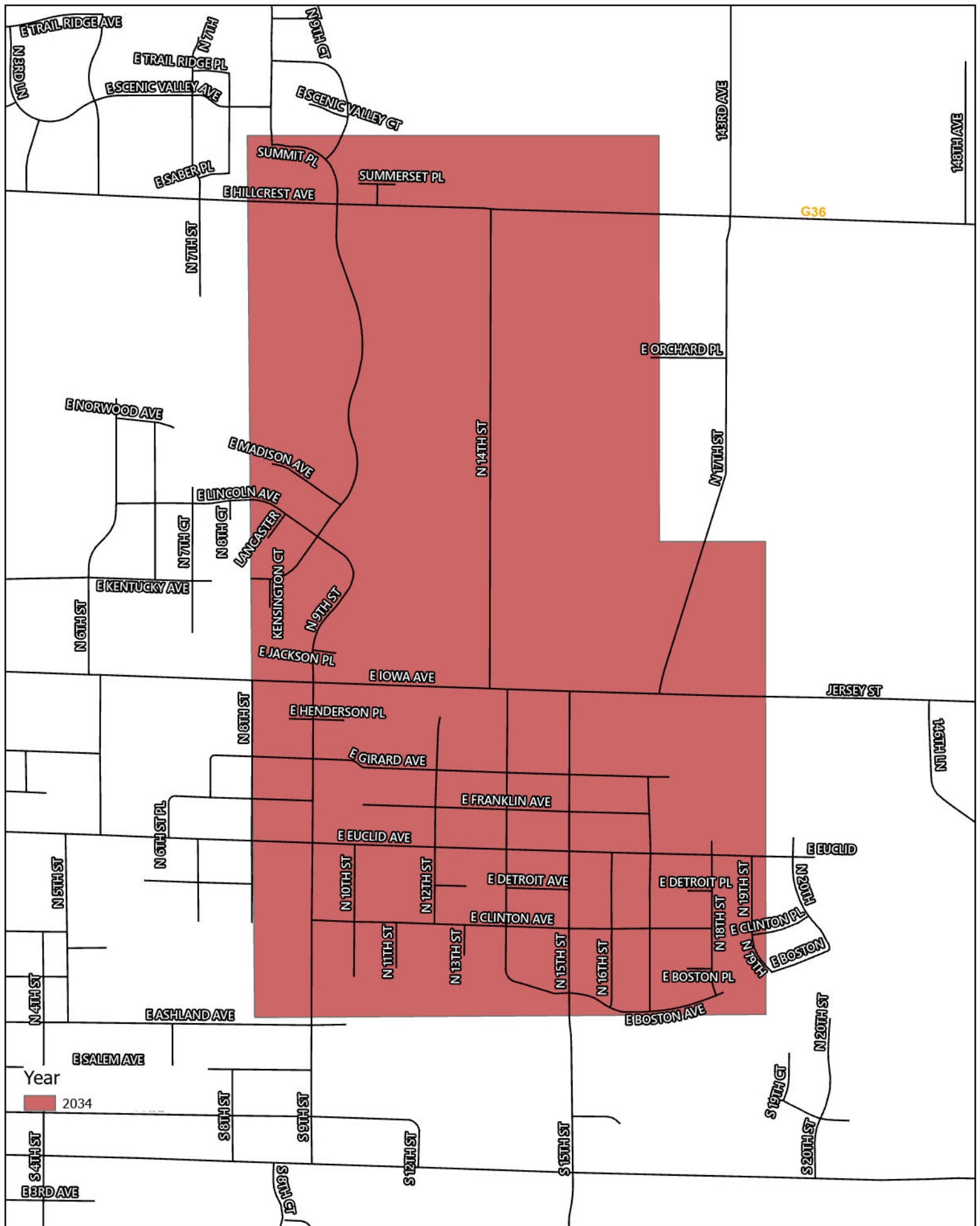
Year
2029









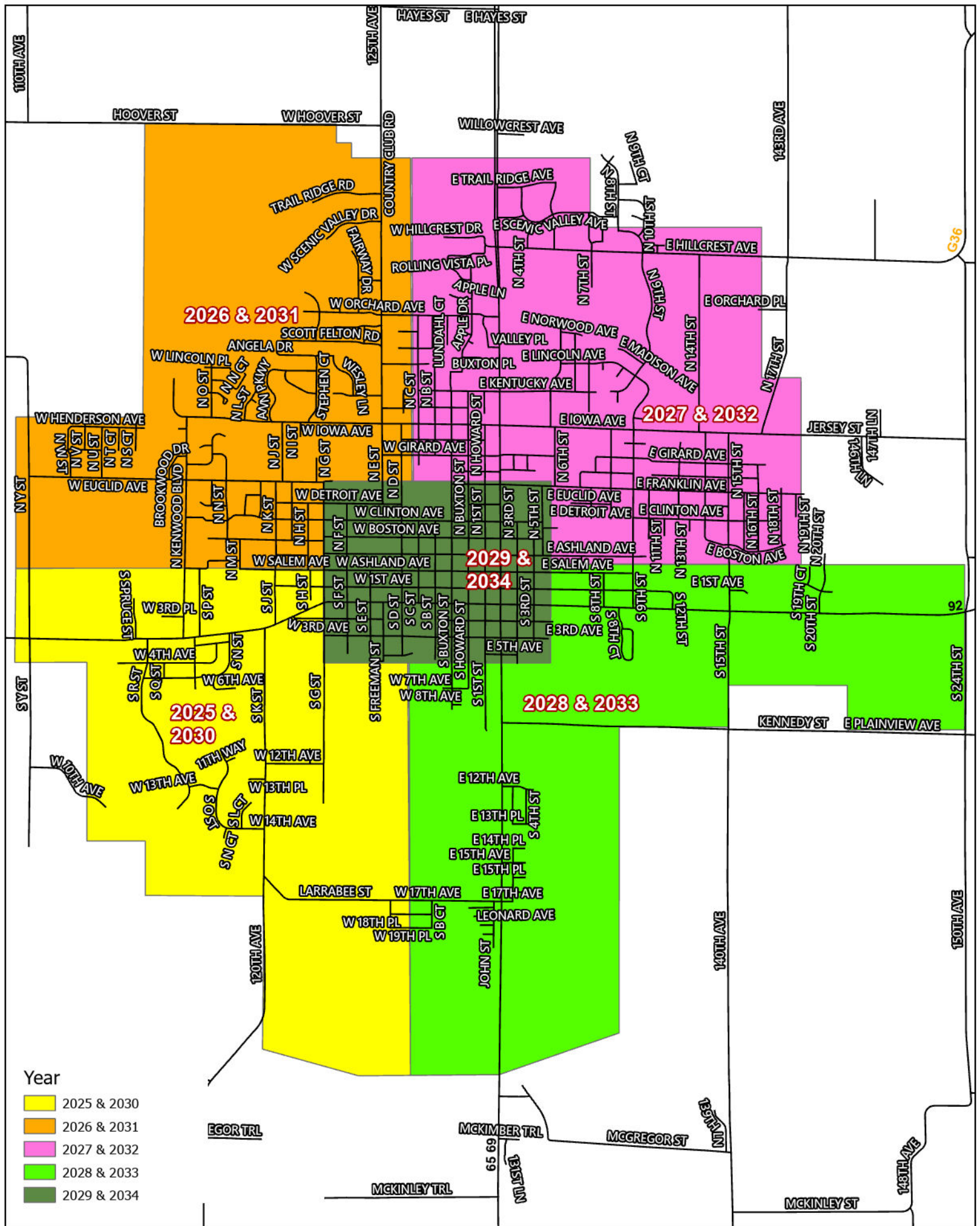


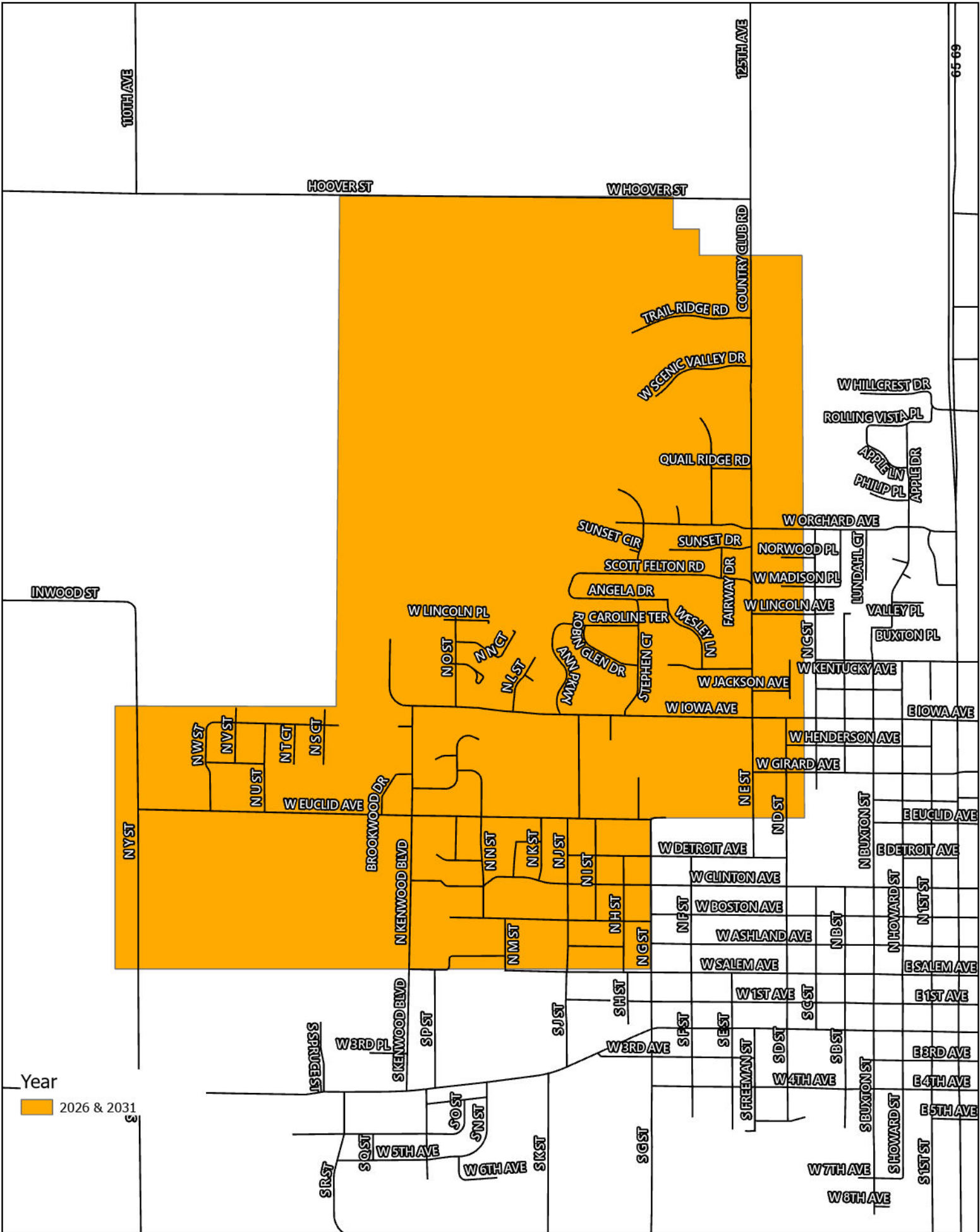
VEGETATION & TREE TRIMMING INSPECTION SCHEDULE

X = SCHEDULED FOR INSPECTION

AREA	YEAR									
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
MAP - VEG01	X									
MAP - VEG02		X								
MAP - VEG03			X							
MAP - VEG04				X						
MAP - VEG05					X					
MAP - VEG01						X				
MAP - VEG02							X			
MAP - VEG03								X		
MAP - VEG04									X	
MAP - VEG05										X

Inspection of vegetation and tree trimming will be 5 years with approximately 20 percent inspected each year. Attached maps will be used to identify the areas to be inspected.







GRAIN BIN NOTIFICATION

On an annual basis electric utilities are required to conduct public information campaigns regarding electric service to grain bins. The notification is meant to reduce safety hazards as a result of improper clearance between grain bins and electric lines. Clearance requirements describing physical separation of power lines from grain bins are specified in the National Electrical Safety Code, Rule 234F.

To comply with these requirements, a utility must do the following:

1. Adopt an appropriate Notice of Compliance
2. Provide public notice annually
3. Provide evidence of compliance with this rule to IUC inspectors during an on-site inspection

A utility may refuse electric service to any grain bin built near existing electric lines if the clearances specified in NESC rule 234F are not met. This right to refuse service only applies to grain bins loaded by portable augers, conveyors or elevators and built after September 9, 1992, or to grain bins loaded by permanently installed augers, conveyors, or elevator systems installed after December 24, 1997.

NOTICE OF COMPLIANCE



DATE:

«Company»

«Mailing_Address»

«CSZ»

Notice of Compliance
IAC-199 Chapter 25
25.2(3) Grain Bins

Dear Sir or Madam:

In accordance with section 25.2(3) of the Iowa Administrative Code, this notice is part of a public information campaign to inform farmers, farm lenders, grain bin merchants and city/county zoning official of the hazards of and standards for construction of grain bins near power lines.

To assure proper safety, if a new grain bin is built near an existing electric line, the electric utility may refuse service if the clearances specified by the American National Standard Institute “National Electrical Safety Code,” Rule 234F are not met.

Do not hesitate to contact Indianola Municipal Utilities at 515-961-9444 if you have any questions regarding this notice or need further information about appropriate clearances.

Sincerely,

IMU Representative

We're your partner in farm safety.

At work or at play, stay safe outdoors when electricity is around. Here are some tips:

1. Keep clear of power lines.

- When working beneath power lines, use wooden or fiberglass ladders instead of metal.
- Never place a ladder where it can fall into a power line.
- When carrying ladders, augers, or other tools, look up to make sure contact with overhead lines is avoided.

2. Never try to move an electric line.

- Don't attempt to raise or move power lines. Call your utility for assistance.
- If you see a downed power line, call the utility immediately. Don't go near it.

3. Check out your equipment.

- Keep all electrical appliances a safe distance away from water.
- Power tools should be properly grounded. Use only heavy duty extension cords rated specifically for outdoor use.
- Outdoor electrical outlets should have ground-fault circuit interrupter protection and have weatherproof covers.

4. If you are driving a tractor or other vehicle that comes in contact with an electric line...

- Try to back away from the line.
- If you are unable to back away, stay put!
- Have someone call your local utility to de-energize the line.
- If you must leave the tractor, jump clear, putting both feet forward at once, and avoid any contact with the ground and the vehicle at the same time.

Rev. September 2017

We're working for you!

Type Return Address Here



Guidelines for Grain Bin Safety

***From your Locally-Owned
Municipal Electric Utility***

Indianola Municipal Utilities

210 West 2nd Ave

Indianola, IA 50125

515-975-5447

Thinking about building a grain bin?

If you're planning to build or move a grain bin, either on your property or for someone else, you need to be familiar with Iowa's law on required distances from overhead electric lines. This law was put in place to provide protection from the hazard of contacting overhead electric lines to anyone working around grain bins with augers, elevators, or other equipment.

The drawings inside this brochure show the specific clearance requirements related to permanently installed augers and portable augers. There must be at least 18 feet between the top of any grain bin and any overhead electric lines. These distances were developed by the American National Standards Institute. Figure 232.4(b) can be found in the 2017 Edition National Electrical Safety Code (NESC). As your electric service provider, we're responsible for ensuring that these specifications are met. In fact, in any situation where minimum clearance requirements are not observed, the utility may refuse electric service.

So if a new grain bin is on your list of projects, please give us a call. We will work with you in developing a site plan for your project.

Fig. 234-4(a) -- Clearance Envelope for Grain Bins Filled by Permanently Installed Augers, Conveyors, or Elevators

P = probe clearance 5.5m (18 ft.)

H = horizontal clearance 4.6m (15 ft.)

T = transition clearance

V_1 = vertical clearance above a building required by Rule 234C (Table 234-1)

V_2 = vertical clearance above land required by Rule 232B (Table 232-1 or 232-2)

Figs. 234-4(b) Clearance Envelope for Grain Bins Filled by Portable Augers, Conveyors, or Elevators

Grain Bin Clearance Guidelines

Source: The 2017 Edition National Electrical Safety Code (NESC) and the American National Standards Institute (ANSI C2-2017).

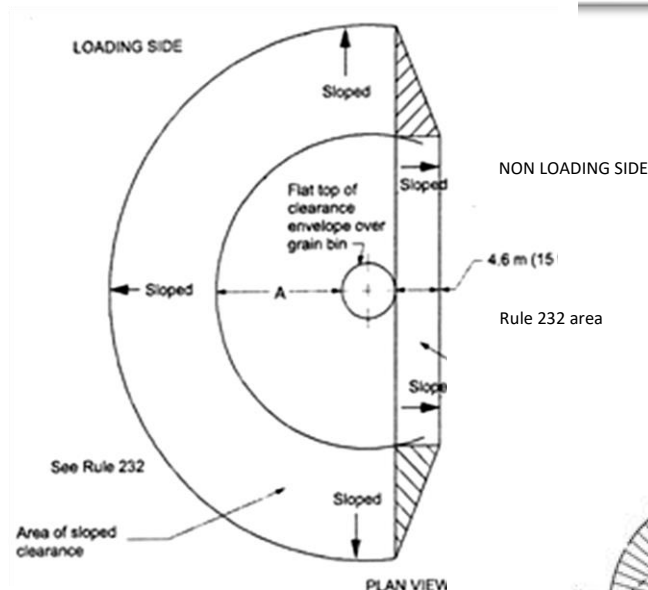
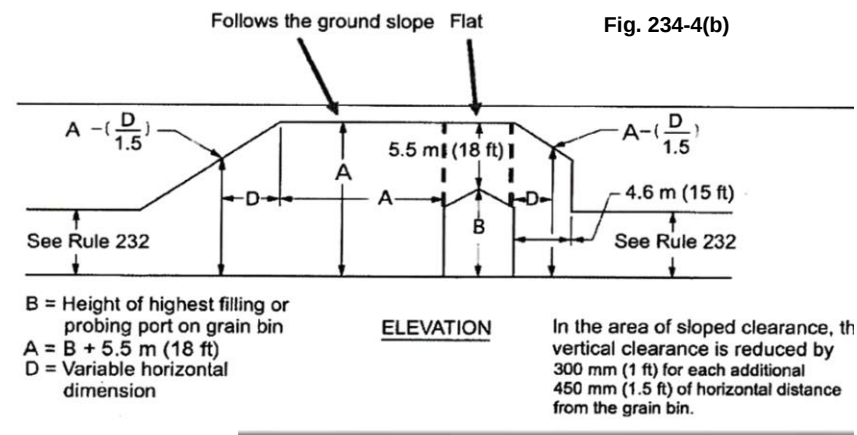


Fig. 234-4(b)

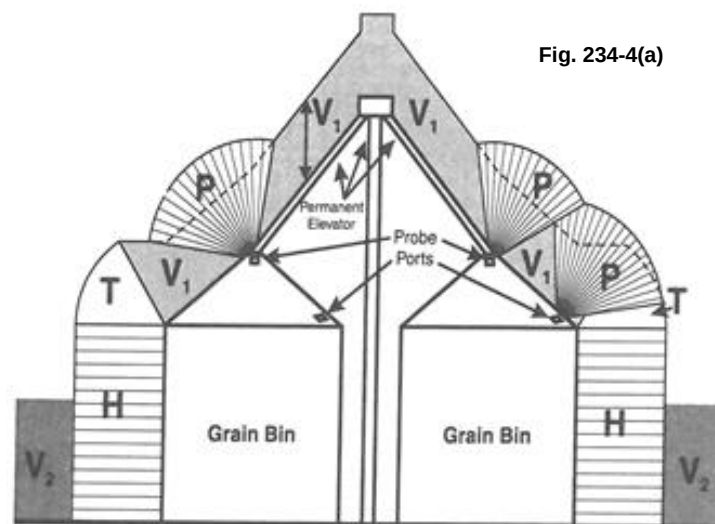


Fig. 234-4(a)

IMU Inspection / Work Order Form

Attachment - C
Type: 69KV
Transmission

Date: _____

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

IMU Inspection / Work Order Form

Attachment - C
Type:
Maintenance

Date: _____

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

IMU Inspection / Work Order Form

Attachment - C
Type:
Underground

Date: _____

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

IMU Inspection / Work Order Form

Attachment - C
Type:
Vegetation

Date: _____

Inspected by: _____

Location	Items That Need Attention	Actions Taken	Deficiency Grade	Date Completed	Completed By

ATTACHMENT D

SAMPLE OFFICE INSPECTION THAT IS CONDUCTED BY THE IOWA UTILITIES COMMISSION

Name of Utility:

Address of Office Checked:

Name and Title of Person Interviewed:

Date:

File: RE-

Inspector:

Sections cited are from the Commission rules 199 IAC chapter 20, chapter 25 and chapter 42.

	Question	Section	Answer
1.	Is a copy of the utility's Inspection and Maintenance Plan available?	20.5(5), 25.3	
2.	Has the current version of the plan been filed using the Commission's electronic filing system?	25.3(1)	
3.	Does the plan include a listing of all counties in which the utility has electric supply lines in Iowa?	25.3(3)a	
4.	If the plan is implemented by district or regional offices, are their addresses included?	25.3(3)a	
5.	Is the list of counties and addresses current?	25.3(3)a	
6.	Does the plan include periodic inspection intervals for facilities? Distribution Interval: Transmission Interval: Substation Interval: Pole Inspection Interval:	25.3(3)b1	
7.	Are the inspection intervals based on good industry practice?	25.3(3)b1	
8.	Does the pole inspection procedure include tests in addition to visual inspection?	25.3(3)d	
9.	Does the plan include a schedule for the inspection of all supply lines and substations?	25.3(3)b1 25.3(3)b2	
10.	Do the schedule's inspection frequencies agree with the plan's periodic inspection intervals?	25.3(3)b2	
11.	Does the plan include a complete listing of all categories of items to be checked during an inspection?	25.3(3)b2	
12.	Does the plan include copies of instructions to be used by utility personnel during inspections?	25.3(3)b4	
13.	If the plan references guide materials, are copies of these materials available?	25.3(3)b4	
14.	Does the plan include a schedule for tree trimming or other vegetation management? Schedule:	25.3(3)c1	
15.	Is the schedule based on good industry practice?	25.3(3)c1	
16.	Does the plan include written procedures for vegetation management?	25.3(3)c2	
17.	Do the tree trimming practices protect the health of the tree and reduce undesirable re-growth patterns? [ANSI A300 (Part 1)-2001, "Pruning," and Section 35 of <i>The Lineman's and Cableman's Handbook</i> are suggested as guides for tree trimming practices.]	25.3(3)c2	

NOTE: If any of the above questions (3-17) were answered "NO", the utility's Inspection and Maintenance Plan likely needs to be corrected and re-filed with the Commission.

Question		Section	Answer
18.	Does assessment of the I&M Plan in the utility's most recent annual report to the Commission agree with the findings of this inspection?	25.3(2)	
19.	Does the utility keep sufficient records to demonstrate compliance with its inspection and vegetation management program?	25.3(4)	
20.	Do the inspection records show the deficiencies found and the corrective actions taken or scheduled?	25.3(4)	
21.	Do the vegetation management records show the locations and dates the work was conducted?	25.3(4)	
22.	Do the records show the inspections and vegetation management are being done in accordance with the I&M Plan schedule?	25.3(4)	
23.	Are the records kept as long as required?	25.3(4)	
24.	Is corrective action for items identified during inspection taken in a reasonable period of time?	25.4	
25.	Does the utility possess a copy of the 2007 National Electrical Safety Code? (This edition is currently adopted in Commission rules.)	25.2(1)	
26.	Does the utility conduct annual public information campaigns on grain bin locations and hazards?	25.2(3)a	
27.	Is the utility correctly using the overhead vertical line clearances from the tables in post-1990 editions of the National Electrical Safety Code?	25.2(2)b4	
28.	Is the utility aware of the accident reporting requirements?	25.5	
29.	If there were any reportable accidents since the last inspection, were they properly reported to the IUC Duty Officer?	25.5	
30.	If the utility has facilities crossing a railroad right-of-way, has the required emergency contact information been filed?	42.4(2)	
31.	Where there is joint-use construction and another company's equipment has caused a violation of the Iowa Electrical Safety Code, is the other company notified by the utility?	25.2	
32.	If the utility has notified another company of necessary repairs, does the utility keep records of the necessary repairs until the repairs are completed?	25.3(4)	

COMMENTS:

ATTACHMENT E

RESOURCES AND OTHER INFORMATION

The following are important sources of information for developing inspection plans and conducting the inspections:

ANSI A300 (Part 1), as suggested by 199 IAC 25.3(5) - Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning) and Section 35 of “The Lineman’s and Cableman’s Handbook.

Rural Utilities Service (RUS) Bulletins are as suggested by 199 IAC 25.3(5):

RUS 1730-1: "Electric System Operation and Maintenance (O&M)"

RUS 1730B-121: "Pole Inspection and Maintenance"

RUS 1724E-300: "Design Guide for Rural Substations"

Lineman's and Cableman's Handbook, as adopted by 199 IAC 25.2(5)b

National Electrical Safety Code, as adopted by 199 IAC 25.2(1) and modified by 199 IAC 25.2(2)

The following are the various editions of the NESC that have been adopted by the IUC:

Edition	6 th	1973	1977	1981	1990	1993	1997	2002	2007
Adopted	10/24/65	9/27/76	6/6/79	1/12/83	9/9/92	12/14/94	12/24/97	5/22/02	6/27/07
Edition	2012	2017	2023						
Adopted	3/5/14	4/1/21							

National Electrical Code, as adopted by 199 IAC 25.2(5)a

Other accepted standards of good practice recognized by the Iowa Utilities Commission are found at 199 IAC 20.5 and 25.3

INTERNET LINKS

Iowa Administrative Code

Chapter 20

<https://www.legis.iowa.gov/docs/iac/chapter/199.20.pdf>

Chapter 25

<https://www.legis.iowa.gov/docs/iac/chapter/199.25.pdf>

Iowa Association of Municipal Utilities

<https://members.iamu.org/>

Iowa Utilities Commission

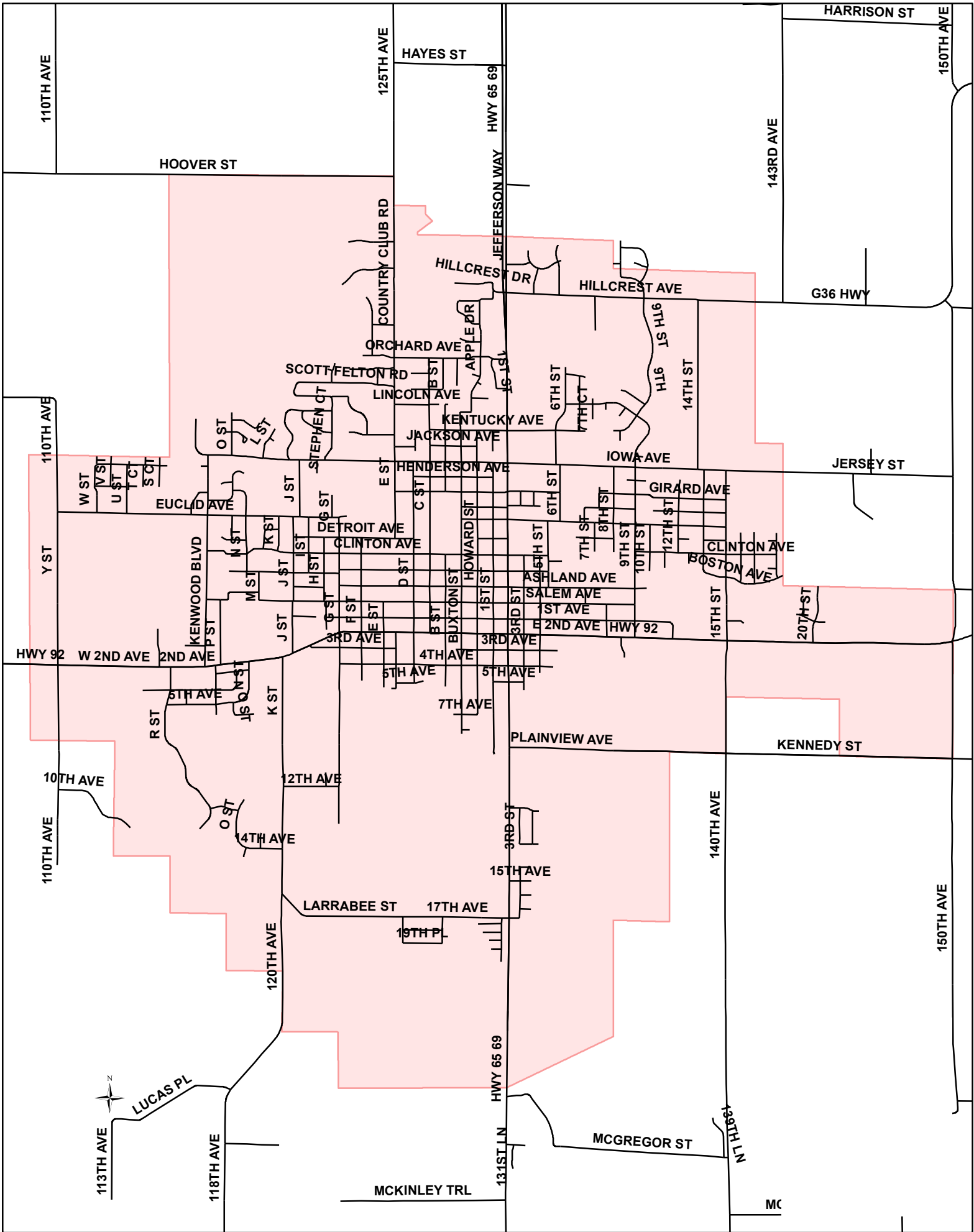
<https://iuc.iowa.gov/>

National Electrical Code

<https://www.nfpa.org/en>

National Electrical Safety Code

<http://standards.ieee.org/nesc>.



MEMORANDUM

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

From:

Date: March 24, 2025

Subject: Resolution approving amendment to the Land Lease with SE Municipal Iowa, LLC.

Recommendation:

Attachments:

1. SE Municipal Solar - Indianola - Premises Description Amendment(6602540.4)
2. Indianola - PPA Consent(6670530.1)
3. Res 2024 APPROVING AMENDMENT to the Land Lease with SEMunicipal Iowa, LLC

RECORDER'S COVER SHEET

Name of Document: First Amendment to Lease and Easement Agreement for Solar Energy System and Memorandum of Lease and Easement Agreement for Solar Energy System

Preparer Information: Emily J. Hervert
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068
(402) 344-0500

Taxpayer Information: Indianola Municipal Utilities
210 W 2nd Avenue
Indianola, IA 50125

Return Document To: SE Municipal Iowa, LLC
1403 Harney Street, #200
Omaha, NE 68102

Lessor's Name: Indianola Municipal Utilities

Lessee's Name: SE Municipal Iowa, LLC, a Nebraska limited liability company

Legal description: See Exhibits B, C, and D

Document or instrument number of previously recorded documents: N/A

Commented [BB1]: Was the Memo recorded? If so, the recording information should be inserted herein.

Commented [BH2R1]: No. The Memo was never recorded.

**FIRST AMENDMENT TO LEASE AND EASEMENT AGREEMENT FOR SOLAR ENERGY SYSTEM
AND MEMORANDUM OF LEASE AND EASEMENT AGREEMENT FOR SOLAR ENERGY SYSTEM**

THIS FIRST AMENDMENT TO LEASE AND EASEMENT AGREEMENT FOR SOLAR ENERGY SYSTEM AND MEMORANDUM OF LEASE AND EASEMENT AGREEMENT FOR SOLAR ENERGY SYSTEM (this “**Amendment**”) is made as of this ____ day of _____, 2025 (the “**Effective Date**”), by and between Indianola Municipal Utilities (“**Lessor**”), and SE Municipal Iowa, LLC, a Nebraska limited liability company (“**Lessee**”). Lessee and Lessor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

- A. Lessor and Lessee entered into that certain Lease and Easement Agreement for Solar Energy System dated June 27, 2023 (the “**Agreement**”).
- B. Lessor and Lessee executed that certain Memorandum of Lease and Easement Agreement for Solar Energy System dated June 27, 2023 and attached hereto and incorporated herein as Exhibit A (the “**Memorandum**”).
- C. The Agreement and Memorandum encumber those certain premises as defined and legally described in the Agreement (the “**Real Property**”).
- D. Pursuant to Section 2.4 of the Agreement, Lessee has obtained a survey of the Real Property for the purpose of identifying and updating the boundaries of the Leased Premises under the Agreement.
- E. Pursuant to Section 2.4 of the Agreement, the Parties wish to amend and supplement the Agreement and Memorandum to define and incorporate the boundaries of the Leased Premises, in accordance with the terms of this Amendment.
- F. The Parties further wish to amend and supplement the Agreement to provide for an access easement and a transmission easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to amend the Agreement and Memorandum as follows:

- 1. **Recitals; Definitions.** Lessor and Lessee hereby agree that the Recitals set forth above are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
- 2. **Incorporation of Boundaries and Legal Description of Leased Premises.** Exhibit B of this Amendment, attached hereto and incorporated herein, sets forth the boundaries and legal description of the Leased Premises under the Agreement. In accordance therewith, the legal description set forth in Exhibit B shall amend and replace, in its entirety, Exhibit 1-B of the Agreement. Additionally, Exhibit B of this Amendment shall amend and replace, in its entirety, Exhibit A of the Memorandum.
- 3. **Compliance with Procedures under Agreement.** The Parties agree that all procedures and requirements under Section 2.4 of the Agreement related to establishing the boundaries of the Leased Premises have been satisfied, or are otherwise waived.
- 4. **Access Easement.** Section 3.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3 **Access Easement.** Lessor grants to Lessee a non-exclusive easement for ingress to and egress from the Solar Energy Facilities over and across the Leased Premises and the “**Access Easement Area**”, as legally described in Exhibit 3, attached hereto and incorporated herein by this reference, by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Access Easement Area and the Leased Premises from time to time, for the benefit of and for purposes incidental to Operations on the Leased Premises and to the Improvements. Lessor shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Leased Premises, and Lessee shall hereby be responsible and liable for any damage caused by Lessee or Lessee’s Agents to any property (including any roadway or other improvements thereon) adjacent to the Leased Premises.

Exhibit C of this Amendment, attached hereto and incorporated herein, sets forth the boundaries and legal description of the Access Easement Area. Exhibit C of this Amendment shall be attached and incorporated into the Agreement as Exhibit 3.

5. **Transmission Easement.** Section 3.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.4 **Transmission Easement.** Subject to Lessee’s compliance with all zoning and permitting requirements, Lessor grants Lessee an easement for the right to (i) install and maintain on the Leased Premises and the “**Transmission Easement Area**”, as legally described in Exhibit 4, attached hereto and incorporated herein by this reference, underground transmission lines and facilities, which carry electricity to and/or from lands other than the Leased Premises, and (ii) install and maintain on the Leased Premises and the Transmission Easement Area communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Leased Premises. Any modifications to the Transmission Easement Area shall require the written consent of both Lessor and Lessee.

Exhibit D of this Amendment, attached hereto and incorporated herein, sets forth the boundaries and legal description of the Transmission Easement Area. Exhibit D of this Amendment shall be attached and incorporated into the Agreement as Exhibit 4.

6. **Amendment to both Agreement and Memorandum; Recording.** As detailed in Section 2, above, this Amendment shall act as an amendment to both the Agreement and Memorandum, as applicable and to the extent provided herein. In accordance therewith, upon full execution by the Parties, this Amendment shall be recorded in the real estate records of Warren County, Iowa.

7. **Miscellaneous.** Except as specifically set forth in this Amendment, all terms and conditions in the Agreement and Memorandum shall remain in full force and effect and the Agreement and Memorandum are hereby ratified by Lessor and Lessee. This Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The rights granted hereunder shall run with the land and burden the Leased Premises. This Amendment shall be construed under and in accordance with the laws of the State of Iowa without regard to principles of conflicts of law. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

[SIGNATURES FOLLOW]

INDIANOLA MUNICIPAL UTILITIES

STATE OF _____)
) ss.
COUNTY OF _____)

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

LESSEE:

SE MUNICIPAL IOWA, LLC,
a Nebraska limited liability company

By: _____
Eric G. Johnson, President

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Eric G. Johnson, President of SE Municipal Iowa, LLC, a Nebraska limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A

Memorandum of Lease and Easement Agreement for Solar Energy System

RECORDER'S COVER SHEET

Name of Document: Memorandum of Lease and Easement Agreement for Solar Energy System

Preparer Information:

Michael D. Sands
Baird Holm LLP
1700 Farnam Street; Suite 1500
Omaha, NE 68102

Taxpayer Information (name and complete address):

Indianola Municipal Utilities
Attention: Chris DesPlanques
210 W 2nd Avenue
Indianola, IA 50125

Return Document to:

SE Municipal Iowa, LLC
Attention: Michael Knapp
1209 Harney St. #400
Omaha, NE 68102
michael@sandhillenergyco.com

Lessor(s): Indianola Municipal Utilities

Lessee: SE Municipal Iowa, LLC, a Nebraska limited liability company

Legal Description: See Exhibit A

Memorandum of Lease and Easement Agreement for Solar Energy System
DOCS/2852805.3

**MEMORANDUM OF LEASE AND EASEMENT AGREEMENT
FOR SOLAR ENERGY SYSTEM**

This Memorandum of Lease and Easement Agreement for Solar Energy System ("Memorandum") is made and dated as of June 27th, 2023 ("Effective Date") by and Indianola Municipal Utilities ("Lessor") and SE Municipal Iowa, LLC, a Nebraska limited liability company ("Lessee"), in light of the following facts and circumstances:

Lessor and Lessee entered in that certain Lease and Easement Agreement for Solar Energy System, of even date herewith (the "Lease"), pursuant to which Lessor has leased to Lessee certain real property of Lessor ("Leased Premises") located in Warren County, Iowa, as more particularly described on the attached Exhibit A and which said Exhibit A is hereby incorporated herein. Lessor and Lessee have executed and acknowledged this Memorandum for the purpose of complying with Section 564A.7, et al., of the Iowa Code and to provide constructive notice of the Lease. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Lease.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. **Lease of Leased Premises; Easements.** Lessor has granted and leased the Leased Premises to Lessee on the terms, covenants and conditions stated in the Lease. The Lease is solely and exclusively for the development and operation of a solar energy project, and Lessee shall have the exclusive right to use the Leased Premises for such purposes, together with certain related sun non-obstruction, effects, access, and transmission easements, as more fully granted and described in the Lease. Reference is hereby made to the Lease for a complete description of the respective rights and obligations of the parties regarding the Leased Premises and the covenants, conditions, restrictions and easements affecting the Leased Premises pursuant to the Lease. With respect to the sun non-obstruction easement, Lessor and Lessee acknowledge that, as of the Effective Date, the Project is still in the conceptual stages and the configuration and siting of the Improvements has not been finalized. Accordingly, at this time Lessee is unable to provide, in accordance with Section 564A.7 of the Iowa Code, a legal description of the space which must remain unobstructed expressed in terms of the degrees of the vertical and horizontal angles through which the sun non-obstruction easement extends over the Leased Premises and the points from which these angles are measured. In relation thereto, within a reasonable time following substantial completion of the Project, if applicable and provided the Leased Premises remains a part of the Project, Lessee shall provide Lessor with written notice describing the aforementioned information with respect to the sun non-obstruction easement granted hereunder, and such notice shall be made part of and incorporated by the Lease, in accordance with and satisfaction of Section 564A.7 of the Iowa Code.

2. **Term.**

Development Term. The initial period of this Lease, during which Lessee shall conduct development and construction activities shall commence on the Effective Date and shall continue until the "**Commercial Operations Date**," as defined under the power purchase agreement (the "**PPA**") entered into between Lessor and Lessee, unless sooner terminated in accordance with the Lease ("**Development Term**"). The Commercial Operations Date shall occur no later than the "Guaranteed Commercial Operations Date," as defined in the PPA.

Memorandum of Lease and Easement Agreement for Solar Energy System
DOCS/2852805.3

Operations Term. The second period of this Lease, if any, during which Lessee shall conduct Solar Operations, shall commence upon the expiration of the Development Term following the Commercial Operations Date and shall continue for a period which ends at 12:59:59 p.m. on the date which is twenty-five (25) years from the last day of the year after the year in which the Commercial Operations Date occurs ("**Operations Term**") unless sooner terminated in accordance with the provisions hereof, with two (2) options to extend held by Lessee for five (5) years each; provided that Lessee shall only have the right to extend the Operations Term, as provided above, if: (i) the Improvements remain operational with respect to photovoltaic energy conversion and generation of electricity from sunlight, at the time of such election(s); and (ii) Lessor has the right and option to extend the term of the PPA for [a] period(s) equal to that of the extended term(s) of the Lease, as provided in the PPA.

3. **Ownership.** Lessor shall have no ownership or other interest in any Improvements (as defined in the Lease) installed on the Leased Premises.

4. **Assignment.** The Lease provides, among other things, that Lessee and any Assignee shall have the right to sell, convey, lease, assign, mortgage, encumber or transfer to one or more assignees or mortgagees the Lease, or any right or interest in the Lease, or any or all right or interest of Lessee in the Leased Premises, or any portion thereof, or in any or all of the Improvements that Lessee or any other party may now or hereafter install on the Leased Premises, to: (i) any entity that is wholly-owned by Sandhills Energy, LLC, a Nebraska limited liability company; or (ii) as part of the "Financing Documents" (as defined in the PPA), without the prior consent of Lessor. All other such conveyance shall require the prior written consent of Lessor.

5. **Successors and Assigns.** This Memorandum and the Lease shall burden the Leased Premises and shall run with the land. The Lease and this Memorandum shall inure to the benefit of and be binding upon Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Mortgagee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. **No Conflict.** In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease or otherwise limit or expand the rights and obligations of the parties under the Lease and the Lease shall control over this Memorandum in all events.

7. **Multiple Counterparts.** This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

LESSOR:

INDIANOLA MUNICIPAL UTILITIES

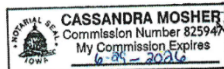
By: Lori Smith
Name: Lori Smith
Its: Board Chair

STATE OF IOWA)
) ss.
COUNTY OF Warren)

Before me, Cassandra Mosher, the undersigned notary public in and for this state, on this 21 day of June, 2022, personally appeared Lori Smith as Chairperson of Indianola Municipal Utilities, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said entity and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Cassandra Mosher

Notary Public

DOCS/2852805.3

Memorandum of Lease and Easement Agreement for Solar Energy System

LESSEE:

SE MUNICIPAL IOWA, LLC,
a Nebraska limited liability company

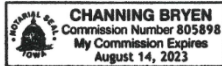
By: [Signature]
Eric G. Johnson, President

STATE OF Iowa)
COUNTY OF Pottawattamie) ss.

Before me, Channing Bryen, the undersigned notary public in and for this state, on this 29 day of June, 2022, personally appeared Eric G. Johnson, as President of SE Municipal Iowa, LLC, a Nebraska limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said limited liability company and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



[Signature]
Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE
DESCRIPTION OF LEASED PREMISES

A portion of Parcel No. 48870360645 and Parcel No. 48870360463, both being situated in Warren County, Iowa, as depicted below:

[The above description shall be supplemented and/or amended in accordance with Section 2.4 of Lease]

Exhibit A, Memorandum of Lease

DOCS/2852805.3

6602540.4

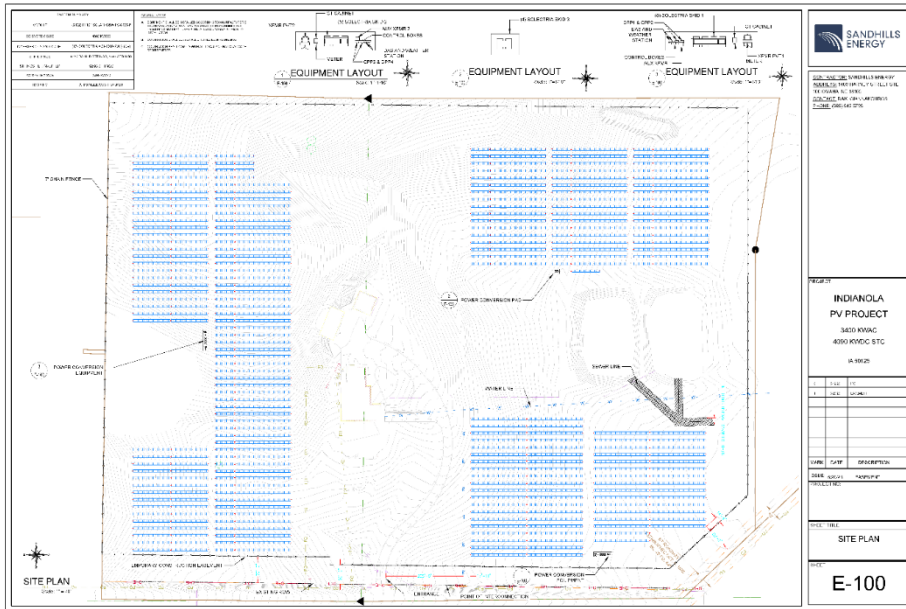


EXHIBIT B

Description of the Leased Premises

SOLAR ARRAY LEASE AREA #1

AN IRREGULAR SHAPED LEASE AREA LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 6 OF 76-24; LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4-NW 1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL (P.O.C. #1); THENCE S01°21'57"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 32.48 FEET; THENCE N90°00'00"W, A DISTANCE OF 37.40 FEET TO THE POINT OF BEGINNING (P.O.B. #1); THENCE S00°00'00"E, A DISTANCE OF 270.34 FEET; THENCE N90°00'00"W, A DISTANCE OF 17.22 FEET; THENCE S00°00'00"E, A DISTANCE OF 220.34 FEET; THENCE N90°00'00"W, A DISTANCE OF 1189.46 FEET; THENCE N00°00'00"W, A DISTANCE OF 490.69 FEET; THENCE N90°00'00"E, A DISTANCE OF 337.97 FEET; THENCE S00°00'00"E, A DISTANCE OF 220.34 FEET; THENCE N90°00'00"E, A DISTANCE OF 271.14 FEET; THENCE N00°00'00"E, A DISTANCE OF 220.34 FEET; THENCE N90°00'00"E, A DISTANCE OF 597.57 FEET TO THE POINT OF BEGINNING. SAID LEASE AREA CONTAINS 12.13 ACRES (528,560 SQ. FT.) MORE OR LESS.

SOLAR ARRAY LEASE AREA #2

A RECTANGULAR SHAPED LEASE AREA LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 6 OF 76-24; LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4-SW 1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL (P.O.C. #2); THENCE N00°05'22"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 191.17 FEET; THENCE N90°00'00"W, A DISTANCE OF 99.65 FEET TO THE POINT OF BEGINNING (P.O.B. #2); THENCE N90°00'00"W, A DISTANCE OF 371.90 FEET; THENCE N00°00'00"E, A DISTANCE OF 655.31 FEET; THENCE N90°00'00"E, A DISTANCE OF 371.90 FEET; THENCE S00°00'00"E, A DISTANCE OF 655.31 FEET TO THE POINT OF BEGINNING. SAID LEASE AREA CONTAINS 5.59 ACRES (243,713 SQ. FT.) MORE OR LESS.

SOLAR ARRAY LEASE AREA #3

AN IRREGULAR SHAPED LEASE AREA LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 6 OF 76-24; LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4-SW 1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL (P.O.C. #3); THENCE S89°55'49"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 274.40 FEET; THENCE N00°00'00"E, A DISTANCE OF 118.79 FEET TO THE POINT OF BEGINNING (P.O.B. #3); THENCE N90°00'00"W, A DISTANCE OF 275.41 FEET; THENCE N00°00'00"E, A DISTANCE OF 303.42 FEET; THENCE N90°00'00"W, A DISTANCE OF 95.23 FEET; THENCE N00°00'00"E, A DISTANCE OF 358.48 FEET; THENCE N90°00'00"E, A DISTANCE OF 427.88 FEET; THENCE S00°00'00"E, A DISTANCE OF 358.48 FEET; THENCE N90°00'00"W, A DISTANCE OF 57.24 FEET; THENCE S00°00'00"E, A DISTANCE OF 303.42 FEET TO THE POINT OF BEGINNING. SAID LEASE AREA CONTAINS 5.44 ACRES (236,950 SQ. FT.) MORE OR LESS.

EXHIBIT C
Description of the Access Easement Area

INGRESS / EGRESS EASEMENT SOLAR ARRAY LEASE AREA #1

A 26 FOOT WIDE INGRESS / EGRESS EASEMENT BEING CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 6 OF 76-24, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL (P.O.C. #4), THENCE S00°42'02"W (ASSUMED BEARING) ON THE EAST RIGHT-OF-WAY LINE OF SOUTH K STREET, A DISTANCE OF 739.89 FEET TO THE POINT OF BEGINNING (P.O.B. #4), THENCE S88°31'55"E, A DISTANCE OF 33.41 FEET, THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 179.23 FEET, HAVING A CHORD BEARING OF 27°56'16"E AND A CHORD DISTANCE OF 66.69 FEET, HAVING A CENTRAL ANGLE OF 21°33'56" AND AN ARC LENGTH OF 67.68 FEET, THENCE WITH A BEARING OF S88°20'19"E A DISTANCE OF 49.54 FEET TO A POINT, THENCE IN A SOUTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 83.99 FEET, HAVING A CHORD BEARING OF S49°59'17"E AND A CHORD DISTANCE OF 13.29, HAVING A CENTRAL ANGLE OF 59°54'41" AND AN ARC LENGTH OF 13.31 FEET, THENCE S43°54'55"E, A DISTANCE OF 82.85 FEET, THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 250.41 FEET, HAVING A CHORD BEARING OF S89°57'02"E AND A CHORD DISTANCE OF 335.75 FEET, HAVING A CENTRAL ANGLE OF 84°11'42" AND AN ARC LENGTH OF 367.57 FEET, THENCE N48°09'36"E, A DISTANCE OF 85.26 FEET, THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 206.18 FEET, HAVING A CHORD BEARING OF N02°54'50"E AND A CHORD DISTANCE OF 33.33 FEET, HAVING A CENTRAL ANGLE OF 89°04'04" AND AN ARC LENGTH OF 33.37 FEET, THENCE N24°30'02"E, A DISTANCE OF 27.78 FEET, THENCE IN A EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 27.60 FEET, HAVING A CHORD BEARING OF N69°39'06"E AND A CHORD DISTANCE OF 38.89, HAVING A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 43.20 FEET, THENCE S65°31'55"E, A DISTANCE OF 57.84 FEET, THENCE N69°39'06"E, A DISTANCE OF 154.21 FEET, THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 22.58 FEET, HAVING A CHORD BEARING OF N44°36'07"E AND A CHORD DISTANCE OF 31.14, HAVING A CENTRAL ANGLE OF 89°00'02" AND AN ARC LENGTH OF 34.88 FEET, THENCE N09°00'00"E, A DISTANCE OF 182.51 FEET TO THE POINT OF TERMINUS.
SAID EASEMENT CONTAINS 0.71 ACRES (20,819 SQ. FT.) MORE OR LESS.

INGRESS / EGRESS EASEMENT SOLAR ARRAY LEASE AREA #2

A 26 FOOT WIDE INGRESS / EGRESS EASEMENT BEING CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 6 OF 76-24, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL (P.O.C. #4), THENCE S00°42'02"W (ASSUMED BEARING) ON THE EAST RIGHT-OF-WAY LINE OF SOUTH K STREET, A DISTANCE OF 739.89 FEET TO THE POINT OF BEGINNING (P.O.B. #4), THENCE S88°31'55"E, A DISTANCE OF 33.41 FEET, THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 179.23 FEET, HAVING A CHORD BEARING OF 27°56'16"E AND A CHORD DISTANCE OF 66.69 FEET, HAVING A CENTRAL ANGLE OF 21°33'56" AND AN ARC LENGTH OF 67.68 FEET, THENCE WITH A BEARING OF S88°20'19"E, A DISTANCE OF 49.54 FEET, THENCE IN A SOUTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 83.99 FEET, HAVING A CHORD BEARING OF S49°59'17"E AND A CHORD DISTANCE OF 13.29 FEET, HAVING A CENTRAL ANGLE OF 59°54'41" AND AN ARC LENGTH OF 13.31 FEET, THENCE S43°54'55"E, A DISTANCE OF 82.85 FEET, THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 250.41 FEET, HAVING A CHORD BEARING OF S89°57'02"E AND A CHORD DISTANCE OF 335.75 FEET, HAVING A CENTRAL ANGLE OF 84°11'42" AND AN ARC LENGTH OF 367.57 FEET, THENCE WITH A BEARING OF N48°09'36"E, A DISTANCE OF 85.26 FEET, THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 206.18 FEET, HAVING A CHORD BEARING OF N02°54'50"E AND A CHORD DISTANCE OF 33.33 FEET, HAVING A CENTRAL ANGLE OF 89°04'04" AND AN ARC LENGTH OF 33.37 FEET, THENCE WITH A BEARING OF N24°30'02"E, A DISTANCE OF 27.78 FEET, THENCE IN A EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 27.60 FEET, HAVING A CHORD BEARING OF N69°39'06"E AND A CHORD DISTANCE OF 38.89 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 43.20 FEET, THENCE WITH A BEARING OF S65°31'55"E, A DISTANCE OF 57.84 FEET, THENCE N69°39'06"E, A DISTANCE OF 154.21 FEET, THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 22.58 FEET, HAVING A CHORD BEARING OF N44°36'07"E AND A CHORD DISTANCE OF 31.14, HAVING A CENTRAL ANGLE OF 89°00'02" AND AN ARC LENGTH OF 34.88 FEET, THENCE S00°42'02"W, A DISTANCE OF 36.11 FEET TO THE POINT OF TERMINUS.
SAID EASEMENT CONTAINS 0.66 ACRES (28,602 SQ. FT.) MORE OR LESS.

INGRESS / EGRESS EASEMENT SOLAR ARRAY LEASE AREA #3 & POWER CONVERSION PAULS

AN IRREGULAR SHAPED INGRESS / EGRESS EASEMENT LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 6 OF 76-24, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL (P.O.C. #4), THENCE S00°42'02"W (ASSUMED BEARING) ON THE EAST RIGHT-OF-WAY LINE OF SOUTH K STREET, A DISTANCE OF 739.89 FEET TO THE POINT OF BEGINNING (P.O.B. #5), THENCE S88°31'55"E, A DISTANCE OF 33.41 FEET, THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE (C7) TURNING TO THE RIGHT WITH A RADIUS OF 179.23 FEET, HAVING A CHORD BEARING OF 27°56'16"E AND A CHORD DISTANCE OF 66.69 FEET, HAVING A CENTRAL ANGLE OF 21°33'56" AND AN ARC LENGTH OF 67.68 FEET, THENCE WITH A BEARING OF S88°20'19"E A DISTANCE OF 49.54 FEET (L12), THENCE IN A SOUTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE (C2) TURNING TO THE RIGHT WITH A RADIUS OF 83.99 FEET, HAVING A CHORD BEARING OF S 49°59'17" E AND A CHORD DISTANCE OF 13.29 FEET, HAVING A CENTRAL ANGLE OF 59°54'41" AND AN ARC LENGTH OF 13.31 FEET, THENCE WITH A BEARING OF S43°54'55"E, A DISTANCE OF 82.85 FEET (L15), THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE (C9) TURNING TO THE LEFT WITH A RADIUS OF 250.41 FEET, HAVING A CHORD BEARING OF S89°54'48"E AND A CHORD DISTANCE OF 335.75 FEET, HAVING A CENTRAL ANGLE OF 84°11'42" AND AN ARC LENGTH OF 367.57 FEET, THENCE WITH A BEARING OF N48°09'36"E, A DISTANCE OF 85.26 FEET, THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 206.18 FEET, HAVING A CHORD BEARING OF N02°54'50"E AND A CHORD DISTANCE OF 33.33 FEET, HAVING A CENTRAL ANGLE OF 89°04'04" AND AN ARC LENGTH OF 33.37 FEET, THENCE WITH A BEARING OF N24°30'02"E, A DISTANCE OF 27.78 FEET, THENCE IN A EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 27.60 FEET, HAVING A CHORD BEARING OF N69°39'06"E, A DISTANCE OF 38.89 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 43.20 FEET, THENCE WITH A BEARING OF S65°31'55"E, A DISTANCE OF 57.84 FEET, THENCE N69°39'06"E, A DISTANCE OF 154.21 FEET, THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 22.58 FEET, HAVING A CHORD BEARING OF N44°36'07"E AND A CHORD DISTANCE OF 31.14, HAVING A CENTRAL ANGLE OF 89°00'02" AND AN ARC LENGTH OF 34.88 FEET, THENCE S00°42'02"W, A DISTANCE OF 36.11 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINS 0.88 ACRES (28,385 SQ. FT.) MORE OR LESS.

EXHIBIT D
Description of the Transmission Easement Area

CONDUIT EASEMENT #1

A 25 FOOT WIDE INGRESS / EGRESS EASEMENT BEING CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE, LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 8 OF 76-24, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4-SW 1/4) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4-NW1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL (P.O.C. #4), THENCE S00°42'02"W (ASSUMED BEARING) ON THE EAST RIGHT-OF-WAY LINE OF SOUTH K STREET, A DISTANCE OF 739.99 FEET; THENCE S88°31'35"E, A DISTANCE OF 33.41 FEET; THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 178.23 FEET, HAVING A CHORD BEARING OF S75°56'16"E AND A CHORD DISTANCE OF 66.89 FEET, HAVING A CENTRAL ANGLE OF 21°33'59" AND AN ARC LENGTH OF 67.08 FEET; THENCE WITH A BEARING OF S59°20'13"E A DISTANCE OF 49.54 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 83.99 FEET, HAVING A CHORD BEARING OF S49°59'17"E AND A CHORD DISTANCE OF 13.29 FEET, HAVING A CENTRAL ANGLE OF 09°04'41" AND AN ARC LENGTH OF 13.31 FEET; THENCE S43°04'55"E, A DISTANCE OF 63.03 FEET TO THE POINT OF BEGINNING (P.O.B. #6); THENCE N00°00'00"E, A DISTANCE OF 285.35 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 6,928 SQ. FT. MORE OR LESS.

CONDUIT EASEMENT #2

A 25 FOOT WIDE INGRESS / EGRESS EASEMENT BEING CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE, LOCATED ON A PARCEL OF LAND AS RECORDED WITH THE WARREN COUNTY RECORDER ON BOOK 8 PAGE 8 OF 76-24, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4-SW 1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL (P.O.C. #4), THENCE S00°42'02"W (ASSUMED BEARING) ON THE EAST RIGHT-OF-WAY LINE OF SOUTH K STREET, A DISTANCE OF 739.99 FEET; THENCE S88°31'35"E, A DISTANCE OF 33.41 FEET; THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 178.23 FEET, HAVING A CHORD BEARING OF S75°56'16"E, AND A CHORD DISTANCE OF 66.89 FEET, HAVING A CENTRAL ANGLE OF 21°33'59" AND AN ARC LENGTH OF 67.08 FEET; THENCE WITH A BEARING OF S58°20'13"E, A DISTANCE OF 49.54 FEET; THENCE IN A SOUTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 83.99 FEET, HAVING A CHORD BEARING OF S49°59'17"E, AND A CHORD DISTANCE OF 13.29 FEET, HAVING A CENTRAL ANGLE OF 09°04'41" AND AN ARC LENGTH OF 13.31 FEET; THENCE WITH A BEARING OF S43°04'55"E A DISTANCE OF 82.65 FEET; THENCE IN A EASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 250.41 FEET, HAVING A CHORD BEARING OF S89°52'02"E, AND A CHORD DISTANCE OF 335.75 FEET, HAVING A CENTRAL ANGLE OF 84°11'42" AND AN ARC LENGTH OF 367.97 FEET; THENCE WITH A BEARING OF N45°08'38"E, A DISTANCE OF 85.26 FEET; THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 206.18 FEET, HAVING A CHORD BEARING OF N32°54'50"E, AND A CHORD DISTANCE OF 33.33 FEET, HAVING A CENTRAL ANGLE OF 09°16'34" AND AN ARC LENGTH OF 33.37 FEET; THENCE WITH A BEARING OF N04°38'05"E, A DISTANCE OF 27.76 FEET; THENCE IN A EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 27.50 FEET, HAVING A CHORD BEARING OF N89°38'05"E, AND A CHORD DISTANCE OF 38.89 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 43.20 FEET; THENCE WITH A BEARING OF S65°21'55"E, A DISTANCE OF 57.84 FEET; THENCE N89°00'52"E, A DISTANCE OF 76.37 FEET; THENCE S17°10'02"E, A DISTANCE OF 198.80 FEET; THENCE S00°00'00"E, A DISTANCE OF 123.19 FEET TO THE POINT OF BEGINNING (P.O.B. #7); THENCE S89°51'30"W, A DISTANCE OF 353.04 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 9,138 SQ. FT. MORE OR LESS.

CONSENT AND ACKNOWLEDGMENT

This Consent and Acknowledgment, dated as of _____, 2025 (this “Acknowledgment”), is made by Indianola Municipal Utilities, organized and existing under the Laws of the State of Iowa (the “Buyer”), for the benefit of SE Municipal Iowa, LLC (the “Seller”), and Solar Construction Lending, LLC, a Delaware limited liability company, (together with its successors and assigns, the “Lender”).

The Buyer and Seller have entered into the Solar Power Purchase Agreement specified on the attached Annex 1 (the “PPA”) with respect to the photovoltaic solar power system (the “System”) located at the site described in such Annex 1.

The Seller has collaterally assigned or intends to collaterally assign, and has granted or intends to grant a security interest in, the PPA to the Lender to secure the obligations of the Seller and its affiliates under the financing agreement (and related agreements and instruments) with the Lender, pursuant to which agreement (and related agreements and instruments) the Lender is providing financial accommodations to the Seller and such affiliates in connection with, inter alia, the System (the “Financing Documents”).

Capitalized terms used but not otherwise defined in this Acknowledgment have the meanings given to them in the PPA.

1. Acknowledgment and Consent.

a) The Buyer acknowledges and consents to the collateral assignment by the Seller to the Lender of, and grant by the Seller to the Lender of a security interest in, all of Seller’s right, title and interest in, to and under the PPA for the System as stated in the Financing Documents.

b) The Buyer acknowledges that, during the continuance of an event of default under the Financing Documents (as notified to the Buyer by the Lender), the Lender will have the right to foreclose upon or otherwise acquire and succeed to all of the Seller’s right, title and interest in, to and under the PPA, including the right to continue to perform in place of the Seller, the right to require the Buyer to continue to perform under the PPA for the benefit of the Lender or its successors or assignees (as the new “Seller” under such PPA), to the extent those rights are contained in the Financing Documents and the right to rely upon all representations, warranties, indemnities and agreements made by the Buyer under the PPA.

c) Until further written notice from the Lender to the Buyer, the Buyer agrees to pay any and all amounts payable to the Seller under the PPA, including without limitation payments for energy purchased under the PPA, payments of any indemnities, or termination payments that may at any time become payable under or in respect of the PPA, to the Lender by remitting such payments to the account specified on the attached Schedule 1.

d) The Buyer accepts that the Lender is a “Financing Party” as defined in and for the purposes of the PPA.

2. Rights of Lender. Notwithstanding anything to the contrary in the PPA:

a) The Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of the Seller, any and all rights and remedies of the Seller under the PPA in accordance with the terms thereof.

b) The Lender shall have the right, but not the obligation, to pay all sums due under the PPA and to perform any other act, duty or obligation required of the Seller thereunder or cause to be cured any default of the Seller thereunder provided the Lender does not take possession of the System. The Buyer acknowledges and agrees that the Lender has not assumed and does not have any obligation or liability under the PPA, and that the exercise by the Lender of its rights or remedies under the Financing Documents shall not constitute an assumption of Seller's obligations under the PPA, except to the extent any such obligations are expressly assumed by the Lender or its designee pursuant to an instrument in writing unless the Lender takes possession of the System.

c) If the Buyer becomes entitled to terminate the PPA due to an uncured default thereunder by the Seller, the Buyer agrees not to terminate the PPA without first giving written notice of such uncured default to the Lender and giving the Lender the same cure period afforded to the Seller under the PPA, plus an additional period of thirty (30) days, to permit the Lender to cause such default to be cured. The Buyer understands that in order to cure certain defaults by Seller under the PPA the Lender may need to have possession of the System or related assets, and accordingly the Buyer agrees that if the Lender diligently seeks such possession, whether by foreclosure proceedings or a court action (such as, for example, seeking the appointment of a receiver of the Seller's property), the Lender's additional 30-day cure period shall be extended for 30 days more to obtain such possession.

d) The Buyer agrees that it will promptly notify the Lender of any breach or default by Seller under the PPA at the notice address for the Lender listed on the attached Schedule 2 (or at such other address for notices as the Lender may specify in writing to the Buyer).

3. Confirmation. The Buyer confirms the following matters for the benefit of the Seller and the Lender with respect to the System:

a) To the Buyer's knowledge, no Event of Default by the Seller exists under the PPA, and, to the Buyer's knowledge, no breach or default by the Seller has occurred thereunder that would, with the giving of notice or lapse of time, constitute an Event of Default by the Seller.

b) No Event of Default by the Buyer exists under the PPA, and no breach or default by the Buyer has occurred thereunder that would, with the giving of notice or lapse of time, constitute an Event of Default by the Buyer.

c) The PPA is in full force and effect and has not been amended since the date of that agreement, except as specifically stated in the attached Annex 1 ; and there are no

other agreements or representations of any kind between the Buyer and Seller as to the subject matter of the PPA.

d) All conditions precedent for the required performance of its obligations under the PPA have either been met or have been waived, and that Buyer has not received any written termination notice from the Seller due to any conditions to Seller's obligations set forth in Section 3.02(b) of the PPA not having been satisfied nor waived.

No termination, amendment, variation, waiver or other supplement of any provision of this Acknowledgement shall be effective unless in writing and signed by the Buyer, the Seller and the Lender.

The Buyer hereby represents and warrants that it has the full power, authority and legal right to execute, deliver and perform this Acknowledgment.

This Acknowledgment has been duly executed and delivered by each of the Buyer and the Seller, and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Acknowledgment as of the date first above written.

BUYER:

INDIANOLA MUNICIPAL UTILITIES

By: _____

Name: _____

Title: _____

SELLER:

SE MUNICIPAL IOWA, LLC
a Nebraska limited liability company

By: _____

Eric G. Johnson, President

[Signature Page to Consent and Acknowledgment (Indianola, IA PPA)]

ANNEX 1
to Consent and Acknowledgment

System: A 3400 kW AC solar electric generating facility located in Indianola, Iowa.

Power Purchase Agreement: Solar Power Purchase Agreement between Indianola Municipal Utilities and SE Municipal Iowa, LLC dated as of October 5, 2023.

First Amendment: First Amendment to Solar Power Purchase Agreement between Indianola Municipal Utilities and SE Municipal Iowa, LLC dated as of XXXX, 2025

SCHEDULE 1
Account Information

Bank: East West Bank

Account Name: SCL OPERATING

Account No.: 8003134866

ABA No.: 322070381

Reference: SE Municipal Portfolio Construction Loan

SCHEDULE 2
Addresses for Notices

If to Lender:	Solar Construction Lending, LLC Attention: Mark Domine 745 5 th Avenue, 25 th Floor New York, NY 10151 mdomine@fundamentalrenewables.com
If to Seller:	SE Municipal Iowa, LLC Attention: Michael Knapp 1403 Harney St. #200 Omaha, NE 68102 michael@sandhillsenergyco.com
If to the Buyer:	Indianola Municipal Utilities Attention: Chris DesPlanques 210 W 2 nd Avenue Indianola, IA 50125

Schedule 2

Indianola Municipal Utilities
RESOLUTION NO 2025

RESOLUTION APPROVING AMENDMENT TO THE LAND LEASE WITH SE MUNICIPAL IOWA, LLC

WHEREAS, Indianola Municipal Utilities and SE Municipal Iowa, LLC, entered into a Lease and Easement Agreement for Solar Energy System dated June 27, 2023 (the “**Agreement**”); and
WHEREAS, the amendment states IMU grants to SE Municipal Iowa, LLC, a non-exclusive easement for ingress to and egress from the Solar Energy Facilities; and
WHEREAS, the Landlord and Tenant wish to amend the lease as outlined in the attached First Amendment.

BE IT RESOLVED by the Indianola Municipal Utilities, that

1. The attached Amendment to the Lease and Easement Agreement with SE Municipal Iowa, LLC and Indianola Municipal Utilities is hereby approved, and
2. The General Manager is authorized to sign the attached amendment on behalf of IMU.

APPROVED this 24th day of March 2025.

Dom Selgrade, Chairperson

Monica Thompson, Board Secretary

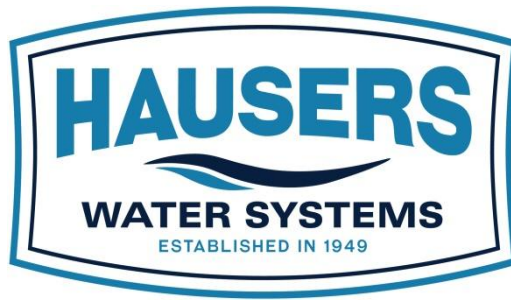
MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Resolution Authorizing purchase of Turbine 8 Reverse Osmosis System

Recommendation:

Attachments:

1. Hausers Water System RO Bid 2025
2. Consolidated Water Solutions RO Bid 2025
3. Res 2025 Approve Purchase of Turbine 8 Reverse Osmosis System



March 17, 2025

Indianola Municipal Utilities

Attn: Nate Edwards

Subject: R.O. System

Quote #031725-4-SH

We take pleasure in submitting the following proposal for your consideration.

EQUIPMENT SCOPE

MARLO MODEL ACE-14G-1 Simplex Activated Carbon Filter System

- ❑ Qty (1) 14" Dia. x 65" Ht. FRP Pressure Vessel (Non-Code, 150 psig Rating)
- ❑ Pre-Piped PVC/ABS Internal Distributor System with Washed Support Gravel
- ❑ 3 cu.ft. Activated Carbon Filter Media (12x40 Mesh, Coconut Shell)
- ❑ 1.00" Clack Model WS1 Top-Mounted Control Valve for Automatic Operation
- ❑ Solid-State Digital Microprocessor Controller

- ❑ Calendar Timer Initiated Backwash Cycle
- ❑ Automatic Backwash Flow Controller (12-GPM)
- ❑ Manual 3-Way Bypass Valve
- ❑ Pre-Wired RO Lockout Switch

MARLO MODEL MATC-90M-1 Duplex Alternating Water Softening System

- ❑ Qty (2) 14" Dia. x 65" Ht. FRP Pressure Vessels (Non-Code, 150 psig Rating)
- ❑ Pre-Piped PVC/ABS Internal Distributor System with Washed Support Gravel
- ❑ 3 cu.ft. Cation Exchange Resin per Vessel (90,000 Grain Capacity per Vessel)
- ❑ 1.00" Clack Model WS1EE Top-Mounted Control Valve for Automatic Operation
- ❑ Solid-State Digital Microprocessor Controller
- ❑ Integral Turbine-Type Water Meter for Volume Initiated Regeneration Cycle
- ❑ Alternating Flow Configuration for Continuous Soft Water Supply
- ❑ Automatic Backwash Flow Controllers (6-GPM)
- ❑ Manual 3-Way Bypass Valve
- ❑ Qty (1) 18" x 40" Polyethylene Brine Tank Assembly
- ❑ Water Hardness Test Kit

MARLO MODEL MRO-9000-4V Reverse Osmosis (RO) Skid

- ❑ 9,000 Gallons per Day Maximum Product Output (6.25-GPM 50F)
- ❑ Expected System Recovery: 70%; Maximum Feed Flow Rate: 9-GPM
- ❑ Expected Design Pressure: 200-240 psig
- ❑ Qty (1) Grundfos 'CRI' 304SS Vertical Multi-Stage Feed Pump Assembly (or Equal)
- ❑ Qty (1) 5.0 Hp, 208/230VAC, 1-Phase, 60 Hz Motor
- ❑ Qty (1) Polypropylene Cartridge Prefilter Housing (5-micron, 1R x 20", 4.5" Diameter)
- ❑ Qty (5) 4" x 40" High Rejection, Thin-Film Composite Membrane Elements
- ❑ Qty (5) FRP Membrane Element Housings, 300 psig (1-Element Capacity)

- ❑ Powder-Coated Structural Carbon Steel Skid/Frame Assembly
- ❑ 304 Stainless-Steel High-Pressure Piping & Valves
- ❑ Sch 80 PVC Low Pressure Piping & Valves
- ❑ Electric-Actuated System Inlet Valve
- ❑ Manually Operated Ball Valve for RO Pump Throttling
- ❑ Manually Operated Ball Valve for Reject Flow Control
- ❑ Electric-Actuated Solenoid Valve for Automatic Membrane Flush Cycle
- ❑ Sampling Valves for Inlet, Product and Reject Lines
- ❑ Pre-Piped Connections for CIP Feed and Discharge Lines
- ❑ R&D Specialties S-150 Solid-State Electronic Controller
- ❑ Pre-Wired Pump Motor Starter with Fused Disconnect Switch
- ❑ NEMA-4X Electrical Enclosure (FRP)
- ❑ Qty (1) Digital Display Product Water Conductivity Monitor
- ❑ Qty (3) Inline Rotameters for Product, Reject, and Recycle Flow Indication
- ❑ 316SS Liquid-Filled System Pressure Gauges
- ❑ Qty (1) Pressure Switch for Low Inlet Pressure (with Alarm Output)

Skid Mounted, Pre-Piped, and Pre-Wired

- ❑ Powder-Coated, Structural Carbon Steel Skid & Frame Assembly (with Fork-Slot Pockets)
- ❑ Sch 80 PVC Low Pressure Interconnecting Piping & Isolation/Bypass Valves
- ❑ Pressure Gauges & Sampling Valves Between Individual Equipment
- ❑ Pre-Wired 120VAC GFI Outlets for Individual Equipment Connection
- ❑ Excludes Softener Brine Tank- To be Floor-Mounted

PRICING SUMMARY

Base Bid-

- Qty (1) ACE-14G-1 Simplex Activated Carbon Filter System
- Qty (1) MRO-9000-4V Reverse Osmosis (RO) Skid
- Skid Mounted/Pre-Piped/Pre-Wired System with Carbon Filter and RO

NET EQUIPMENT PRICE:	\$ 20,299.00
TANK LOADING,START UP, OWNER TRAINING:	INCLUDED
FREIGHT:	INCLUDED
R.O. STORAGE TANK LEVEL CONTROL:	INCLUDED
STORAGE TANK:	NOT INCLUDED
TRANSFER PUMP:	<u>NOT INCLUDED</u>
NET TOTAL:	\$ 20,299.00

Requested Options:

- Qty (1) MATC-90M-1 Duplex Alternating Water Softener System

Add \$ 2,120.00

- Skid Mounted/Pre-Piped/Pre-Wired System with Carbon Filter, RO and Softener

Add \$ 2,375.00

PROJECT NOTES

- State and Local Taxes: **Not Included if Applicable.**
- Labor: Based on non-premium hours (8:00AM- 5:00PM M-F)
- Allow 4-6 Weeks for Submittals if Applicable.
- Delivery 9-12 Weeks After Approval
- Installation: **Not Included**
- Electrical including low voltage & Conduit: **Not Included**
- Back Flow Prevention Device(s): **Not Included**
- Process Pipe and Vessel Insulation: **Not Included**
- House Keeping Pads: **Not Included**
- Unloading, Rigging, Equipment Placement: **Not Included**
- Equipment Building or Shelter: **Not Included**
- Quotation Valid for 30 Days
- Any Items not clearly specified should be considered not provided; it is the owner or contractors responsibility to verify any such items.

Should you have any questions or concerns regarding this proposal, please contact my office at your earliest convenience.

Thank you for allowing Hausers Water Systems the opportunity to quote your water treatment needs.

Sincerely,

Sean M. Hauser
President
Hauser's Water Systems Inc.

Office: Ph.800- 798- 8471

Cell: Ph.563-920- 0093

Email: sean.hauser@hauserswater.com

Web Address: www.hauserswater.com

PRICE QUOTATION

March 14th, 2025

TO: Indianola Municipal Utilities
Lead Generation, NATE EDWARDS - nedwards@indianolaiowa.gov
1300 East Iowa Ave.
Indianola, IA 50125
Office: 515-961-9444
Cell: 515-249-5661

Mr. Edwards,

The following is the equipment description and price quotation for the water treatment system requested. It is in accordance with the engineering specifications you submitted except where noted.

Notes:

1. The RO System requires at least 30 psig at inlet.

PROPOSED EQUIPMENT SUMMARY

OPTIONAL:

MATC-90M-1 TWIN ALTERNATING SOFTENER SYSTEM

C362AF000ME0

- Qty (2) 14" Diameter x 65" FRP Pressure Vessels
- Non-Code Pressure Vessels, 150 psig Rating
- 3 ft³ Softening Resin Per Vessel (90,000 grains Capacity Per Vessel)
- Washed Gravel Sub-Fill for Media Support
- 1" Clack Model WS1 Top-Mounted Control Valves for Automatic Operation
- Clack 'MA' Microprocessor/Digital Display Controller
- 120/12 VAC, 60 Hz Electrical Power Rating
- Alternating Flow Control Configuration for Continuous Treated Water Supply
- Qty (1) Clack Plastic Inline Turbine-Type Flow Sensor(s) for Volume Initiated Regeneration Cycle
- Qty (1) 18" x 40" Polyethylene Brine Storage Tank Assembly with Salt Shelf and Safety Overflow Valve
- Water Hardness Testing Kit
- Estimated Shipping Weight, lbs: 625

SKID MOUNT PREPIPE PREWIRE OPTION - SOFTENER

A2200046

- Skid Mounted, Pre-Piped, and Pre-Wired Package
- Epoxy-Coated Structural Carbon Steel Skid
- Excludes Brine Tank – To be Floor-Mounted
- Includes Stainless Steel Bands to Secure Tanks to Skid

TO BE MOUNTED ON COMMON SKID:

ACE-14G-1 SINGLE CARBON FILTER SYSTEM

- Qty (1) 14" Diameter x 65" FRP Pressure Vessels
- Non-Code Pressure Vessel, 150 psig Rating
- 3 ft³ Carbon Filtration Media
- Washed Gravel Sub-Fill for Media Support
- 1" Clack Model WS Top-Mounted Control Valves for Automatic Operation
- Automatic Backwash Flow Controller (10 gpm)
- Clack 'MA' Microprocessor/Digital Display Controller
- RO Lockout switch
- 120/12 VDC, 60 Hz Electrical Power Rating
- Estimated Shipping Weight, lbs: 185

MRO-9000-4V REVERSE OSMOSIS SYSTEM

- 9,000 gpd Nominal Product Output from the RO Machine (6.3 gpm @ 50° F)
- Epoxy Painted, Structural Carbon Steel Skid and Frame for the RO Machine
- **304SS Vertical Multi-Stage Centrifugal Feed Pump, 5 HP, 230 VAC, 3-Ph, 60 Hz, TEFC Motor**
- Polypropylene Cartridge Type Sediment Prefilter Housing (5-micron)
- Qty (5) FRP Membrane Housings
- Qty (5) Thin-Film Composite High Rejection Membrane Elements (4" x 40")
- Sch 80 PVC Low Pressure Piping
- 304 Stainless Steel High Pressure Piping
- **NEMA-4 Microprocessor Control Package, prewired motor starter w/fused disconnect switch (Includes S-150 Expander Board)**
- Digital Product Conductivity Monitor
- Product, Concentrate & Recycle Flow Meters
- 316 SS Pressure Gauges
- Concentrate and Recycle Flow Control Valves
- Automatic Inlet Feed Valve
- Low Inlet Pressure Switch with Shut-Down
- Membrane Auto-Flush System on Shutdown
- Estimated Shipping Weight, lbs: 575

SKID MOUNT PREPIPE PREWIRE

- Skid Mounted, Pre-Piped, and Pre-Wired Package
- Epoxy-Coated Structural Carbon Steel Skid
- 1" Inlet Header
- Sch. 80 PVC Interconnecting Piping

PRICE SUMMARY

OPTIONAL: MATC-90M-1 TWIN ALTERNATING SOFTENER SYSTEM	\$2,400.00
SKID MOUNT PREPIPE PREWIRE OPTION - SOFTENER	\$1,800.00
ON-SITE TECHINICIAN SERVICE, <i>per person, per day plus expenses starts at:</i>	\$1,850.00
MRO-9000-4V RO SKID WITH CARBON PRETREATMENT	\$31,085.00
PRICE: <i>excludes expenses for On-Site Technician</i>	\$37,135.00

PROJECT SCHEDULE

LEAD TIME: Engineering Submittal: 4-6 weeks after receipt of purchase order.
Shipment: 12-14 weeks after drawing approval and release for fabrication is typical.

The actual lead time at time of order placement may vary outside this range based on current production schedules and component availability from our suppliers.

TERMS: Net 30 days after shipment date.

F.O.B.: ORIGIN, Freight charges billed separately;
Collect, third-party, or customer arranged pick-up.

NOTES/CLARIFICATIONS

1. Proposal is for packaged process equipment only. Installation including all interconnecting piping and wiring between individual equipment items is not provided in the scope of supply. Installation of the softening and filtration media and support gravel are also not included in the scope of this quotation.
2. Equipment design and proposal price are subject to change based on deviations in the raw water feed quality, plant floor space allotment, and the availability/limitations of required plant utilities such as electrical power, compressed air, steam, and water pressure (as applicable).
3. All equipment is covered by an 18 month materials and workmanship warranty from the date of equipment shipment or 12 months from installation, whichever comes first.
4. This quotation and any resulting sale are subject to Terms and Conditions of Sale. Such terms and conditions limit Consolidated Water Solutions' warranties including implied warranties of our products merchantability and fitness for any particular purpose.
5. Prices are valid for 30 days from proposal date.
6. On-site equipment start-up and operator training services are not included in the scope of this proposal.
7. Salt for brine makeup is not included in the scope of this proposal.
8. Skids do not include forklift pockets.
9. RO operational hour display is contained in S-150 controller display.
10. RO water storage tanks and/or transfer pumps are not included in the scope of this proposal.

Prepared by,

Duane E. Miller
President
Consolidated Water Solutions

Indianola Municipal Utilities
Resolution 2025-

RESOLUTION APPROVING PURCHASE A TURBINE 8 REVERSE OSMOSIS SYSTEM

WHEREAS, the Indianola Municipal Utilities Electric Department needs to purchase a reverse osmosis system for the turbine 8; and

WHEREAS, this is a previously budgeted item; and

WHEREAS, The Board of Trustees believes it to be in the best interest of Indianola Municipal Utilities to award the bid to Hausers Water System in the amount of \$20,299.00 plus applicable taxes.

NOW, THEREFORE BE IT RESOLVED, by the Indianola Board of Trustees that IMU Staff is authorized and directed to execute the payment on behalf of Indianola Municipal Utilities.

Approved this 24th day of March 2025.

Dom Selgrade IMU Chairperson

ATTEST:

Monica Thompson, BOT Secretary

MEMORANDUM

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

From:

Date: March 24, 2025

Subject: Resolution Approving Downtown Underground Conversion Project North-West Premise Wiring Modification Contract

Recommendation:

Attachments:

1. Opinion of Probable Cost 2025-03-19
2. Contract IFB 2025-03-19
3. Res 2025 Approving the Plans, Specifications, Form of Contract and Estimate of Cost for the Downtown Underground Conversion Project, North-West Alley

March 19, 2025

Mr. Mike Metcalf
Indianola Municipal Utilities
210 W. Second Ave.
Indianola, IA 50125

Dear Mike:

The following opinion of probable cost is my best estimate of the value of the bids that I anticipate you will receive for conversion from overhead to underground of the buildings in the North-West alley. This estimate includes all of the labor and material to be supplied by the contractor. The only material provided by IMU will be one set of current transformers.

My estimate based on historical costs, recent bid results, and inflation is \$225,500.

Please note that I have no control over the cost or availability of labor, equipment, or materials, or over market conditions, and that this opinion of probable cost is made solely on the basis of my professional judgment and experience. I do not make any warranty, express or implied, that the bids will not vary from this opinion of probable cost.

Sincerely,

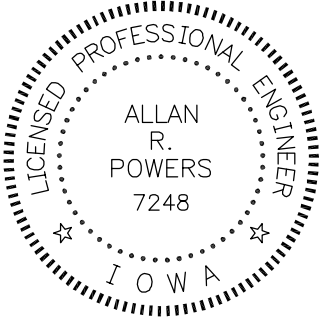


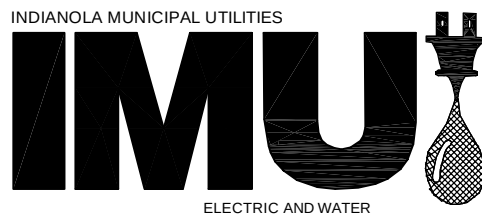
Allan Powers, P.E.

INDIANOLA MUNICIPAL UTILITIES

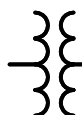
Downtown Underground Conversion Project North-West Alley Premise Wiring CONSTRUCTION CONTRACT

SPECIFICATIONS AND DRAWINGS

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFES- SIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.	
	_____ (signature)	_____ (date)
	ALLAN R. POWERS, IOWA REG. NO. 07248	
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026	
	PAGES OR SHEETS COVERED BY THIS SEAL: ALL DOCUMENTS LISTED ON INDEX PAGE	



ISSUED FOR BIDDING
March 24, 2025

 **P & E ENGINEERING CO.**
POWER SYSTEM ANALYSIS AND DESIGN

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
North-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
16500	Conduit and Cable Schedule
16501	Meter Stack Schedule

Drawings

E9790-820	Plan and building index
E9790-821	Secondary One Line
E9790-822	Service Entrance Details, Building B02
E9790-823	Service Entrance Details, Buildings B03 and B04
E9790-824	Service Entrance Details, Buildings B05 and B06
E9790-825	Service Entrance Details, Buildings B07 and B08
E9790-826	Service Entrance Details, Buildings B09, B10, and B11
E9790-827	Service Entrance Details, Buildings B12 and B13
E9790-828	Service Entrance Details, Buildings B12, B13, and B15
E9790-829	Service Entrance Details, Buildings B16 and B23
E9790-830	Service Entrance Details, Buildings B24 and B71
E9790-831	Service Entrance Details, Buildings B72 and B73
E9790-832	Service Entrance Details, Buildings B74, B75, and B76
E9790-833	Service Entrance Details, Buildings B78 and B79; and CT Wiring

NOTICE OF HEARING AND LETTING
Downtown Underground Conversion Project
North-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 April 16, 2025 for a project identified as DOWNTOWN UNDERGROUND CONVERSION PROJECT, NORTH-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 April 28, 2025 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 NORTH-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 June 1, 2025, unless an earlier start date is negotiated between the Owner and the successful bidder. Work must be substantially complete by December 31, 2025 with all work completed by January 30, 2026.

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
North-West Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

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**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
North-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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and American Society of Civil Engineers. All rights reserved.**

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
North-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
North-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
North-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.

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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

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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

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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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- 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.

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- 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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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.

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- 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.

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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 twenty three (23) buildings that are located along and adjacent to the alleys and streets bounded by N. B St., N. Howard St., W. Ashland Ave., and W. Boston 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. 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.

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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.

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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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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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

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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 twenty three (23) buildings that are located along and adjacent to the alleys and streets bounded by N. B St., N. Howard St., W. Ashland Ave., and W. Boston 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. 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.

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4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before December 31, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before January 30, 2026.

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.

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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.

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- 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.

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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.

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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

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address (<i>principal place of business</i>): [Address of Owner's principal place of business]	Contract Description (<i>name and location</i>): [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> 	<i>(Full formal name of Surety) (corporate seal)</i>
By: <i>(Signature)</i>	By: <i>(Signature)(Attach Power of Attorney)</i>
Name: <i>(Printed or typed)</i>	Name: <i>(Printed or typed)</i>
Title:	Title:
Attest: <i>(Signature)</i>	Attest: <i>(Signature)</i>
Name: <i>(Printed or typed)</i>	Name: <i>(Printed or typed)</i>
Title:	Title:
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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

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

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

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**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
North-West 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
North-West 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.

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- 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.

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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.

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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*

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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

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

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- 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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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			

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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.

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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
North-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
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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
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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 from overhead to underground on twenty three (23) buildings that are located along and adjacent to the alleys and streets bounded by N. B St., N. Howard St., W. Ashland Ave., and W. Boston 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. Furnish all material required for the completion of the Work.
- 2.3 Contractor will furnish all equipment and materials required to complete the Work, except for items specifically identified as being supplied by the Owner.
- 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 type or location, 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".

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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 May 19, 2025. All Work must be substantially completed by December 31, 2025; with Final Completion by January 30, 2026.

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 except the current transformers for installation at Building B04 will be provided by the Owner. 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 (except the current transformers for installation at Building B04 will be provided by the Owner), regardless of whether or not any specific items are included in the Bill of Material and regardless of the quantities shown.

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- 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 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 major equipment, including panels, cabinets, circuit breakers, meter sockets and other similar items 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 the 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 and other possible relocation or modification of peripheral items 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

INDIANOLA MUNICIPAL UTILITIES
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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.

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.

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

INDIANOLA MUNICIPAL UTILITIES
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(MUTCD) as published on the web site of the U.S. Department of Transportation, Federal Highway Administration at <http://mutcd.fhwa.dot.gov>.

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 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
North-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 g. below, and must ensure that all service connections and reconnections required under this project meet all applicable requirements of the current Iowa Electrical Code, NEC (NFPA 70-2020) and the standards of good electrical practice.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
North-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. All meter sockets shall be ringless, with lever bypass.
- c. 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.
- d. 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.
- e. All cable and other materials will be supplied by the Contractor.
- f. 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.
- g. 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.

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Section 16403 – Premise Wiring Modifications

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

INDIANOLA MUNICIPAL UTILITIES
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Construction Specifications
Section 16403 – Premise Wiring Modifications

- 7.1 The Contractor must submit shop drawings for all meter sockets, circuit breakers, panelboards, CT Cabinets, and similar equipment for approval prior to purchase.
- 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
Downtown Underground Conversion Project
North-West Alley Premise Wiring Modification Contract
Section 16405 – Specifications for Secondary (600 volt) Cable

1.0 SCOPE

This specification covers the physical and electrical characteristics of secondary (600 volt) cable assemblies.

2.0 STANDARDS

The cable must meet all applicable requirements of either ICEA S-81-570-2019 for 600 Volt Rated Cables with Ruggedized Design or ICEA S-105-692-2020 for 600 Volt Single Layer Thermoset Insulated Utility Underground Distribution Cables

3.0 CONDUCTORS

Conductors shall be 1350 H-19 or H-26 aluminum.

Sweetbriar

4/0-4/0-2/0 URD TX (twisted cable assembly)

Wake Forrest

4/0-4/0-4/0-2/0 URD QD (twisted cable assembly)

Wesley

350-350-4/0 URD TX (twisted cable assembly)

Slippery Rock

350-350-350-4/0 URD QD (twisted cable assembly)

4.0 INSULATION

Insulation shall meet all requirements of either ICEA S-81-570-2019 for 600 Volt Rated Cables with Ruggedized Design or ICEA S-105-692-2020 for 600 Volt Single Layer Thermoset Insulated cables and shall be suitable for continuous operation at 90° C. The insulation on the outer layer of the phase conductors shall be uniformly black. The insulation on the outer layer of the neutral conductor shall be black with three extruded yellow stripes.

End of Section

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

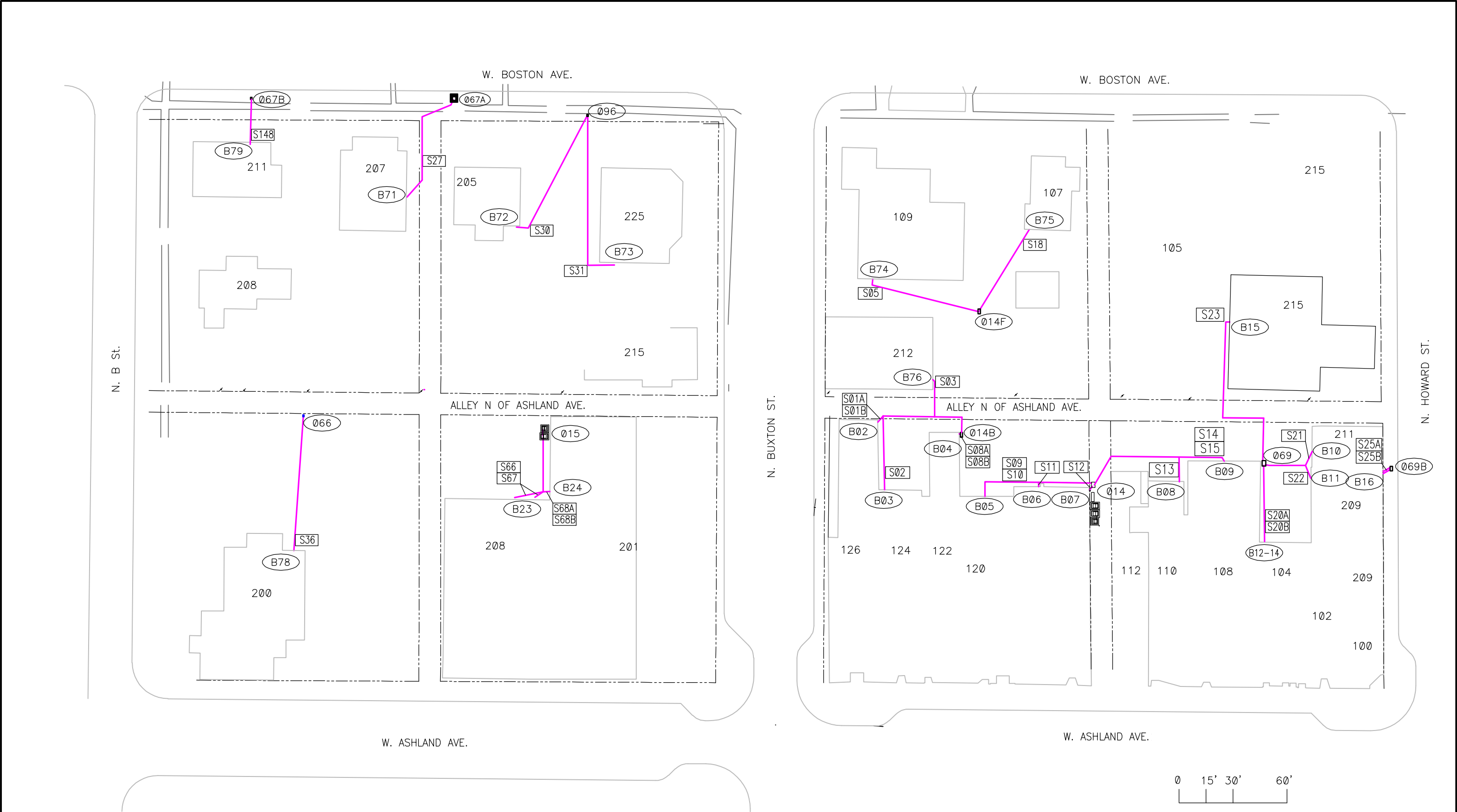
Conduit and Cable Schedule													
		Service Lateral			Service Equipment		On-Building Extension						
Building	Source Location	Conduit	Cable Size	Cable Length, ft	Type	Rating	Conduit Length, ft	Conductor Size (Ph)	Circuit Length, ft	Additional Circuit Ground Length, ft	4/0 TX	4/0 QD	350 TX
B02	014B	S01A/B	2 x 350 kcmil TX	75	8 Meter Stack	600 A	See Drawings and meter stack schedule						150
B03	014B	S02	4/0 TX	75	Meter-Main	200 A				10	75		
B04	014B	S08A/B	2 x 4/0 TX	15	Main Breaker	400 A	20	2 x 3/0 Cu	25		30		
B05	014	S09	4/0 TX		Meter-Main	100 A	10	#1 Cu	10	50	0		
		S10	4/0 QD		Meter-Main	200 A 3 Ph	10	3/0 Cu	10	25		0	
B06	014	S11	4/0 TX		Meter-Main	150 A	15	1/0 Cu	20		0		
B07	014	S12	4/0 TX	25	Meter-Main	100 A	1	#1 Cu	10		25		
B08	014	S13	4/0 TX	85	Meter-Main	100 A	80	#1 Cu	90	5	85		
B09	014	S14	350 kcmil TX	100	Existing Meter Stack	300 A							100
		S15	4/0 QD	100	Meter-Main	200 A 3 Ph	5	3/0 Cu	10			100	
B10	069	S21	4/0 TX	50	Meter-Main	100 A	5	#1 Cu	15		50		
B11	069	S22	4/0 TX	50	Existing Meter Main	200 A					50		
B12-13	069	S20A/B	2 x 350 kcmil TX	60	6 Meter Stack	400 A	See Drawings and meter stack schedule						
B15	069	S23	4/0 TX	120	Meter-Main	200 A	70	3/0 Cu	80		120		
B16	069B	S25A	4/0 TX	30	Existing Meter-Main	200 A					30		
		S25B	4/0 TX	35	Existing Meter-Main	200 A					35		
B23	015	S66	4/0 QD	55	Meter-Main	200 A 3 Ph	40	3/0 Cu	45	10		55	
		S67	350 kcmil TX	45	3 Meter Stack	400 A	See Drawings and meter stack schedule						
B24	015	S68A/B	2 x 350 kcmil TX	45	6 Meter Stack	600 A	See Drawings and meter stack schedule						90
B71	067A	S27	350 kcmil TX	90	Existing Meter Stack								90
B72	067A	S30	350 kcmil TX	95	6 Meter Stack	600 A							95
B73	096	S31	4/0 TX	115	Meter-Main	200 A	45	3/0 Cu	50		115		
B74	014F	S05	4/0 TX	80	Meter-Main	200 A				10	80		
B75	014F	S18	4/0 TX	65	Meter-Main	100 A					65		
B76	014B	S03	4/0 TX	75	Meter-Main	200 A				10	75		
B78	066	S36	4/0 TX	95	Meter-Main	200 A				10	95		
B79	067B	S148	4/0 TX	40	Meter-Main	100 A			10		40		
Total TX/QD Cable Length											970	155	525

Indianola Municipal Utilities
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Meter Stack Schedule

Meter Stack MSB02					
Sq D Style EZM		126 W. Ashland			
Main Breaker - 600 A					
Meter sockets - 225A Ringless, lever bypass					
Meter Stack Pos	Bkr Size	Address	Conduit Size	Building Destination	Conductor
11	60	124 1/2 W Ashland #A	1"	B02	4-#4, 2-#6, 1-#10 THHN
12	60	124 1/2 W Ashland #B			
13	60	124 1/2 W Ashland #C	1"		4-#4, 2-#6, 1-#10 THHN
14	60	124 1/2 W Ashland #D			
21	60	124 1/2 W Ashland #E	1"		4-#4, 2-#6, 1-#10 THHN
22	60	124 1/2 W Ashland #F			
23	125	126 W Ashland	2"	B01	4-1/0, 2-#2, 1-#6 THHN
24	125	126 W Ashland			
Meter Stack MSB12-13					
Sq D Style EZM		126 W. Ashland			
Main Breaker - 600 A					
Meter sockets - 225A Ringless, lever bypass					
Meter Stack Pos	Bkr Size	Address	Size	Building Destination	Conductor
11	60	124 1/2 W Ashland #A	1"	B02	4-#4, 2-#6, 1-#10 THHN
12	60	124 1/2 W Ashland #B			
13	60	124 1/2 W Ashland #C	1"		4-#4, 2-#6, 1-#10 THHN
14	60	124 1/2 W Ashland #D			
21	60	124 1/2 W Ashland #E	1"		4-#4, 2-#6, 1-#10 THHN
22	60	124 1/2 W Ashland #F			
23	125	126 W Ashland	2"	B01	4-1/0, 2-#2, 1-#6 THHN
24	125	126 W Ashland			
Meter Stack MSB23					
Sq D Style EZM		208 W Ashland			
Main Lugs - 400 A					
Meter sockets - 125A Ringless, lever bypass					
Meter Stack Pos	Bkr Size	Address	Size	Building Destination	Conductor
11	100	206 W Ashland, Ste 100	1-1/4"	B23	2-#3, 1-#4, 1-#8 THHN
12	100	206 W Ashland, Ste 200	2"		2-1/0, 3-#2, 1-#4, 1-#6 THHN
13	125	206 W Ashland, Ste 300			

Indianola Municipal Utilities
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Meter Stack Schedule

Meter Stack MSB24					
Sq D Style EZM		201-211 W Ashland			
Main Lugs - 600 A					
Meter sockets - 225A Ringless, lever bypass					
Meter Stack Pos	Bkr Size	Address	Size	Building Destination	Conductor
11	100	203 W Ashland	2"	B24	2-4/0, 1-1/0, 2-#2, 1-#4, 1-#6 THHN
12	200	209-211 W Ashland			
13	None	Spare			
21	100	205 W Ashland	2"		4-#2, 2-#4, 1-#8 THHN
22	100	207 W Ashland			
23	200	201 W Ashland	2"		2-3/0, 1-1/0, 1-#6 THHN
Meter Stack MSB72					
Sq D Style EZM		205 W Boston			
Main Lugs - 600 A					
Meter sockets - 125A Ringless, lever bypass					
Meter Stack Pos	Bkr Size	Address	Size	Building Destination	Conductor
11	60	205 W Boston Hse		B72	2-#3, 1-#4, 1-#8 THHN
12	60	205 W Boston #1			2-#3, 1-#4, 1-#8 THHN
13	60	205 W Boston #2			2-#3, 1-#4, 1-#8 THHN
21	60	205 W Boston #3			2-#3, 1-#4, 1-#8 THHN
22	100	205 W Boston #4			2-#3, 1-#4, 1-#8 THHN
23	None	Spare			



22234

P & E ENGINEERING CO.

POWER SYSTEM ANALYSIS AND DESIGN

500 SW 7th Street Suite 100 Des Moines, IA 50309

Office: 515-989-3083

pe@peengr.com

REV	DESCRIPTION	DESIG	DFTR	APPR	DATE	INCEPTION
A	ISSUED FOR BIDDING	P&E	P&E	ARP	03-25-25	DATE 03-18-2025
						DESIG P&E
						DFTR P&E
						APPR ARP

ISSUED
FOR BID PURPOSES ONLY

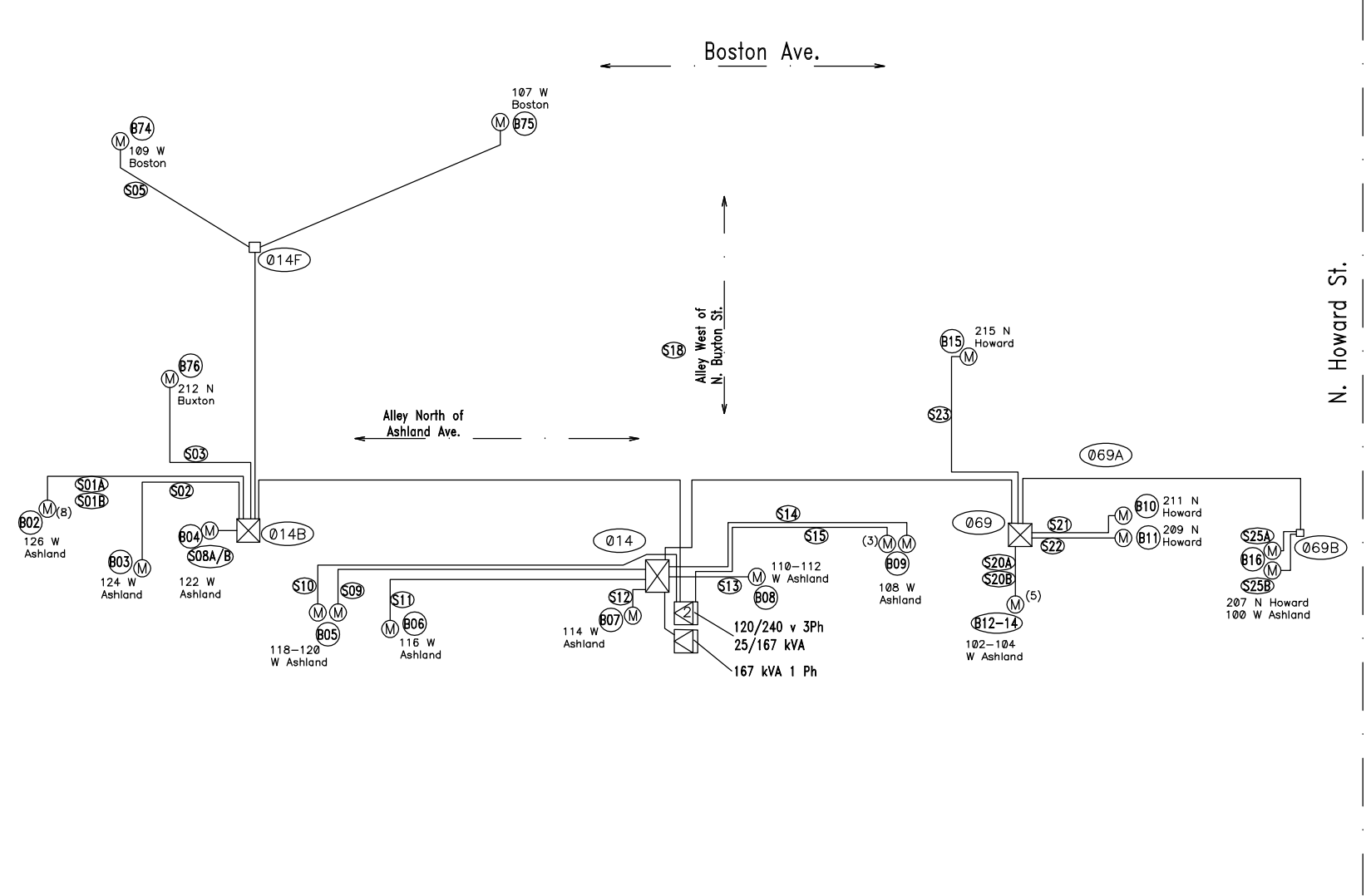
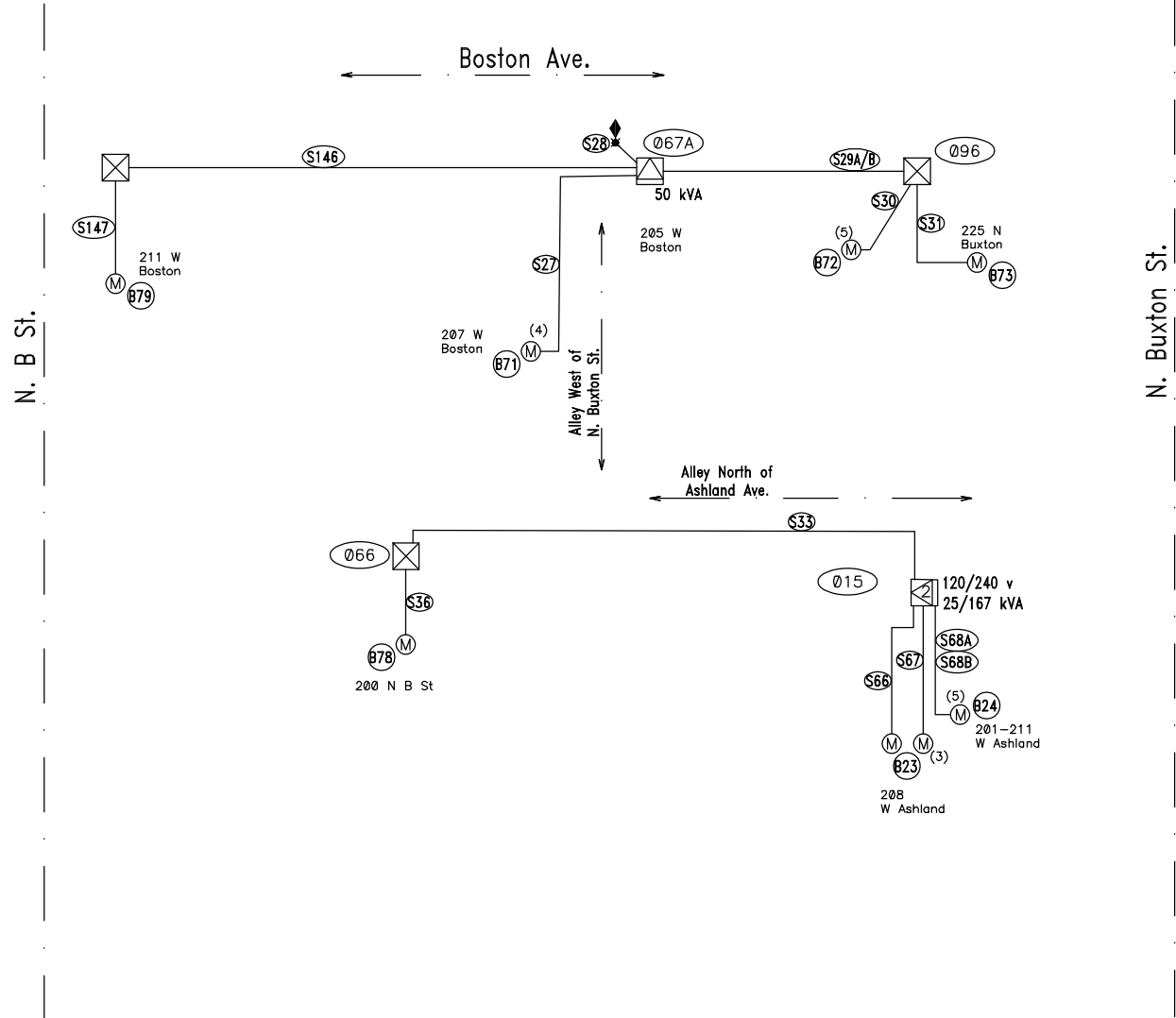
INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT

NORTH-WEST ALLEY BUILDING WORK
PLAN DRAWING AND LOCATION INDEX

SCALE:

NTS

REV
A
DWG. NO
E9790-820



020 22/04

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Office: 515-989-3083
Suite 100 Des Moines, IA 50309 pe@peengr.com

REV	DESCRIPTION	DES	DFTR	APPR	DATE	INCEPTION
A	ISSUED FOR BIDDING	P&E	P&E	ARP	03-25-25	DATE 03-10-2025
						DESIGN P&E
						DFTR P&E
						APPR ARP

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INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SECONDARY ONE LINE

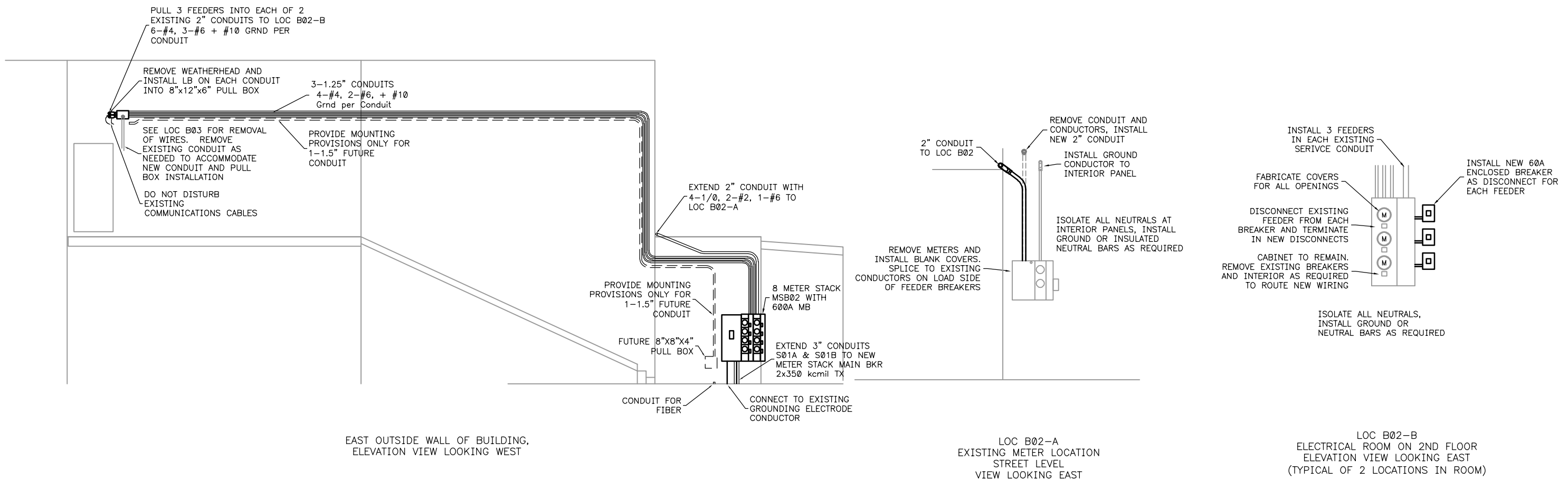
SCALE:

NTS

REV
A
DWG NO
E9790-821



B02



020 22/24

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POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

REV	DESCRIPTION	DESIG	DFTR	APPR	DATE	INCEPTION
A	ISSUED FOR BIDDING	P&E	P&E	ARP	03-25-25	DATE 03-10-2025
						DESIG P&E
						DFTR P&E
						APPR ARP

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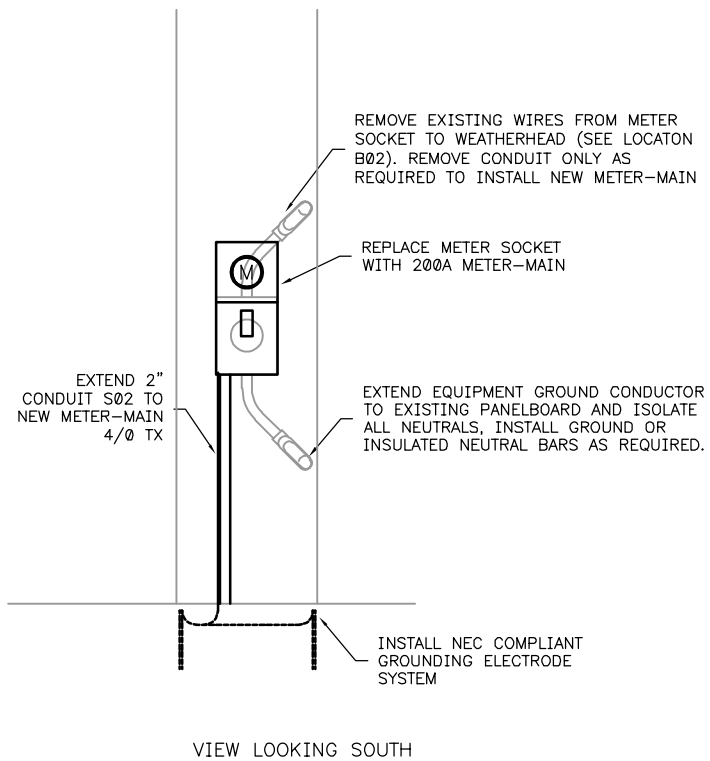
INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

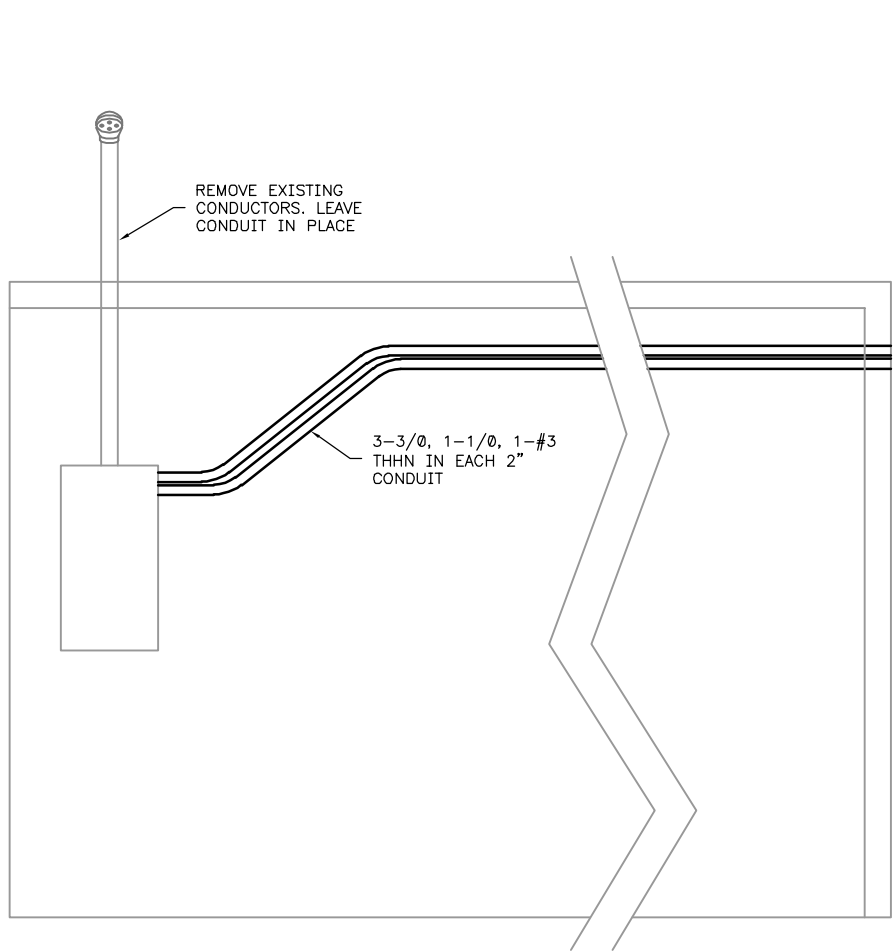
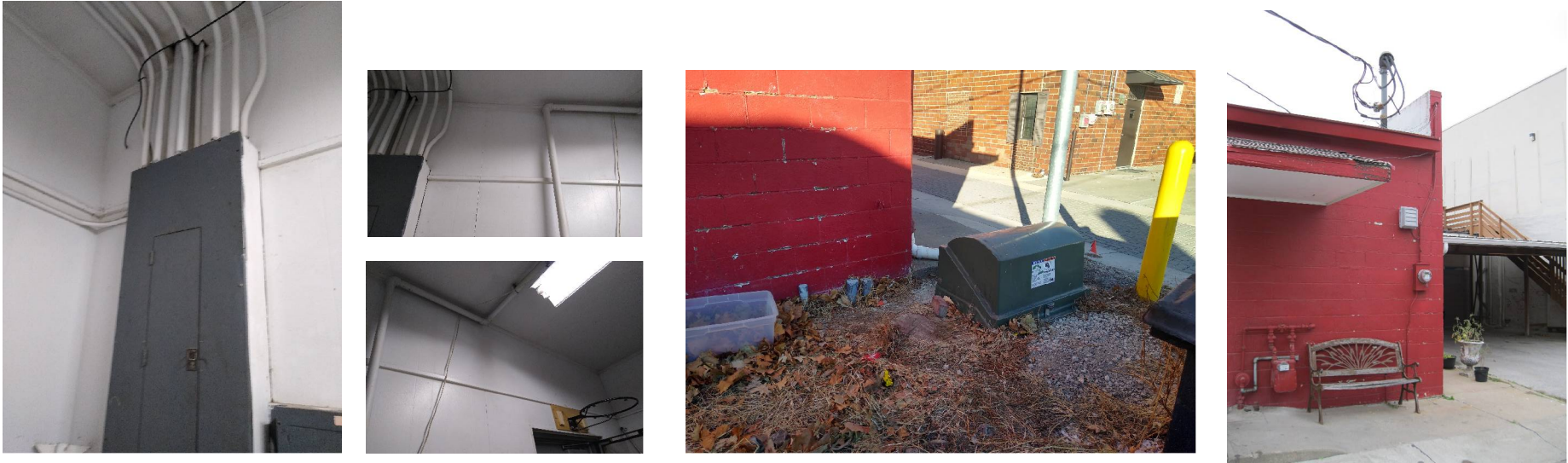
REV
A
DWG NO
E9790-822

B03

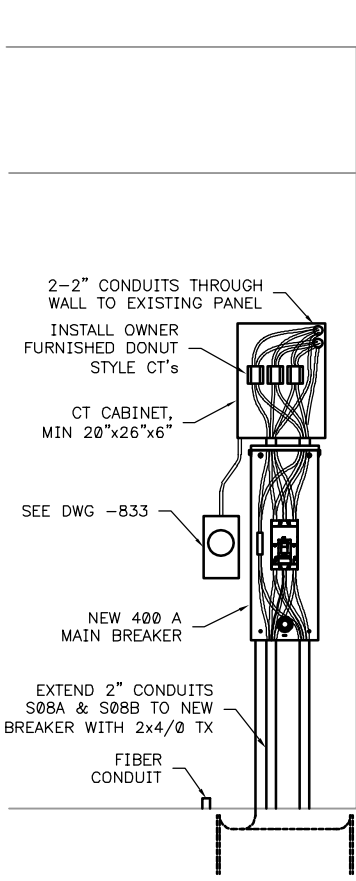


124 W. Ashland Ave.
Mitchco Building

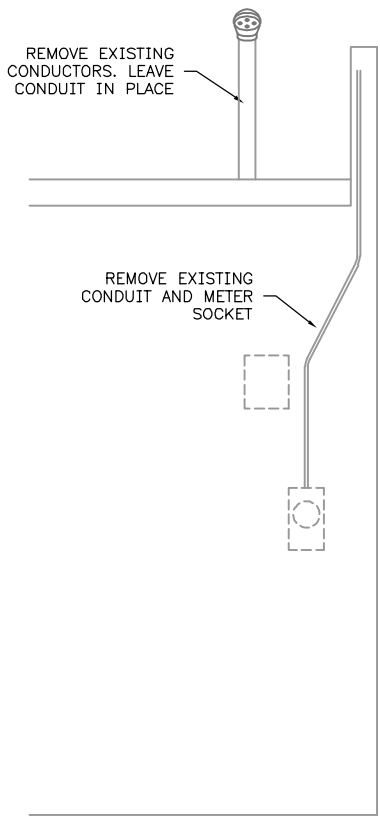
B04



INSIDE NORTH WALL
VIEW LOOKING NORTH



EAST WALL OF BUILDING
VIEW LOOKING WEST



NORTH WALL OF BUILDING
VIEW LOOKING SOUTH

122 W. Ashland Ave.
H&S Property

020 2204

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

REV	DESCRIPTION	DES	DFTR	APPR	DATE	INCEPTION
A	ISSUED FOR BIDDING	P&E	P&E	ARP	03-25-25	DATE 03-10-2025
						DESIGN P&E
						DFTR P&E
						APPR ARP

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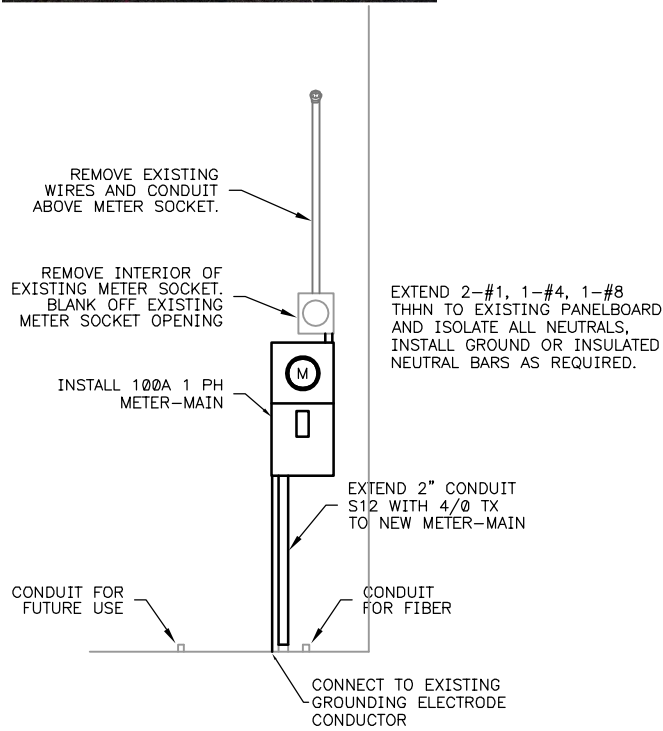
INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

REV
A
DWG NO
E9790-823

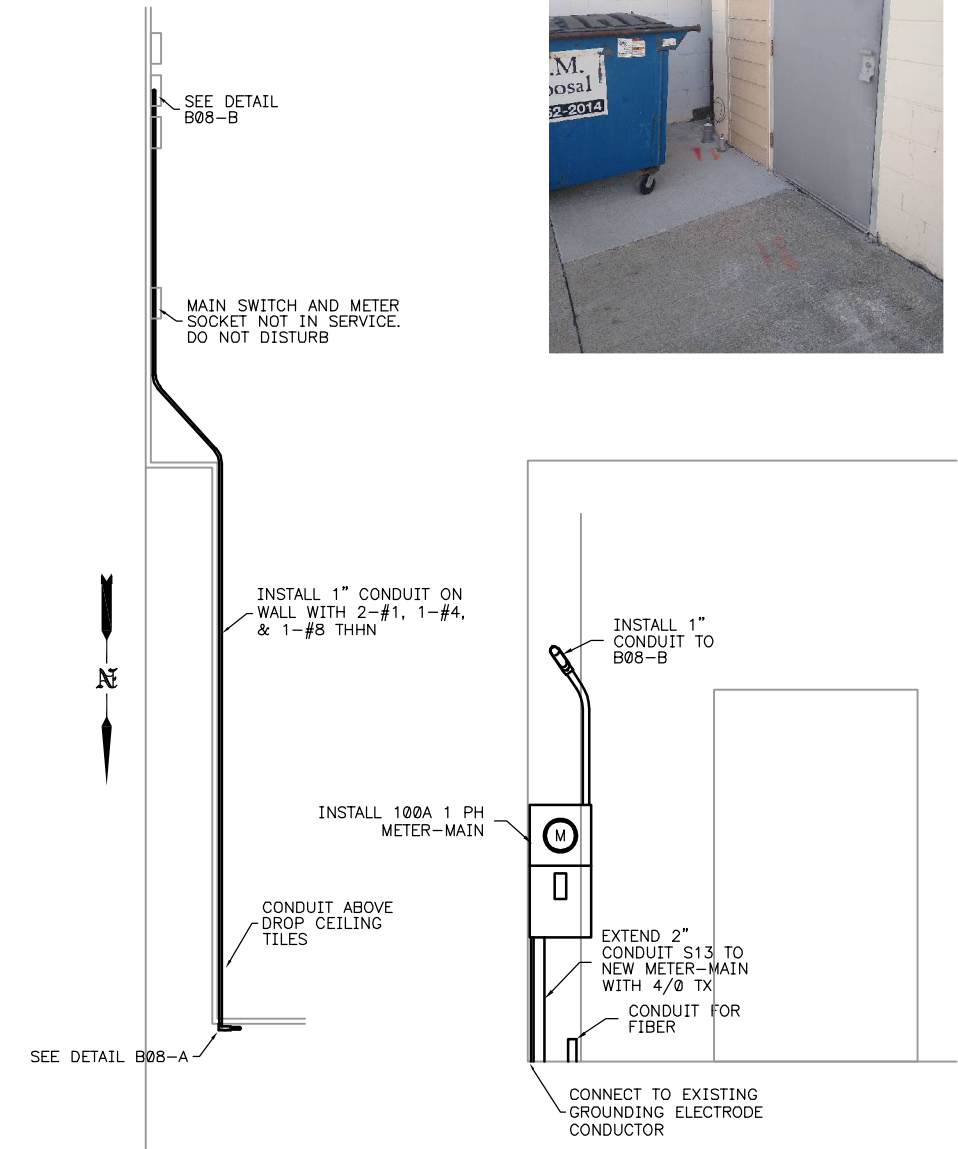
B07



VIEW LOOKING WEST

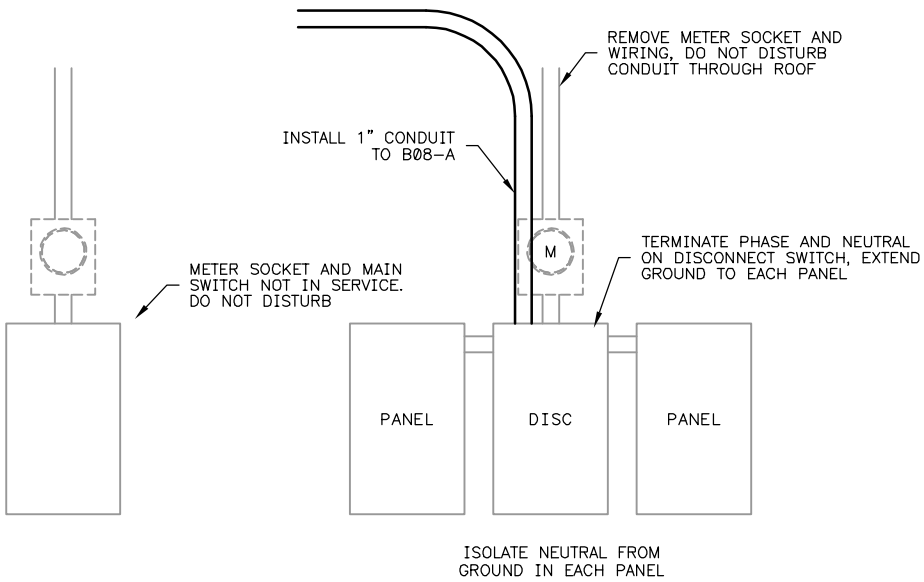
114 W Ashland
Lynlee LLC

B08



PLAN VIEW

DETAIL B08-A
NORTH BUILDING WALL
VIEW LOOKING SOUTH



DETAIL B08-B
EQUIPMENT ROOM
VIEW LOOKING EAST

110 W Ashland
Elks Lodge

020 22/24

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POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Office: 515-989-3083
Suite 100 Des Moines, IA 50309 pe@peengr.com

REV	DESCRIPTION	DESIGN	DFTR	APPR	DATE	INCEPTION
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						DFTR P&E
						APPR ARP

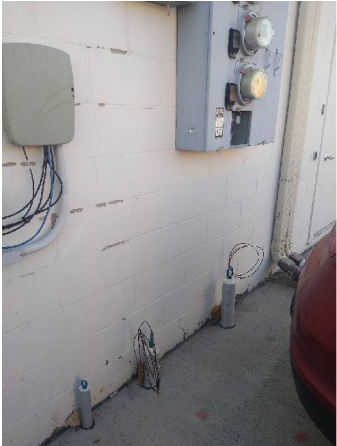
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FOR BID PURPOSES ONLY

INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

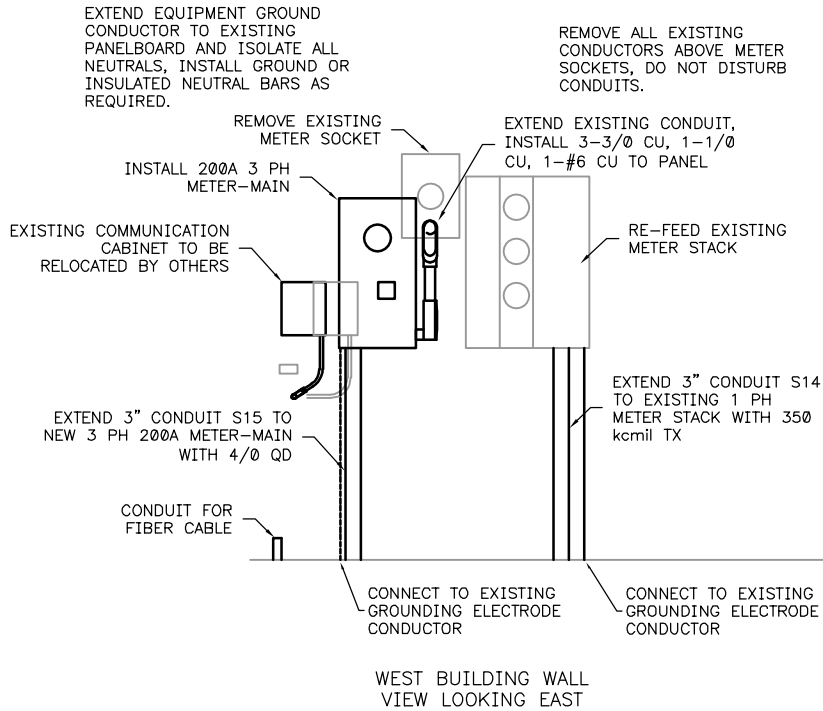
NTS

REV
A
DWG NO
E9790-825



B09

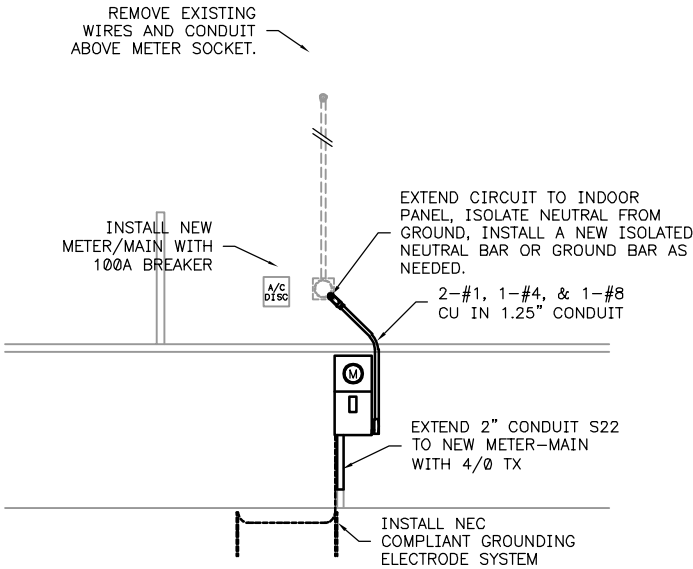
FURNISH AND INSTALL REPLACEMENT FOR MISSING COVER.



108 W Ashland
OUDERKIRK

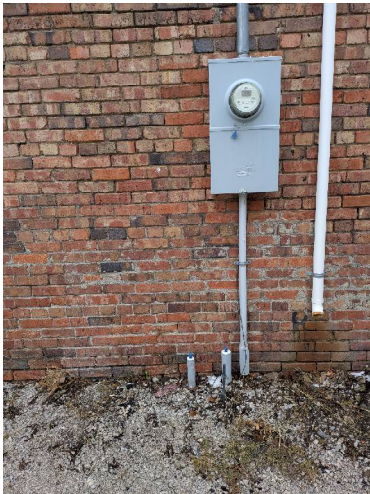


B10

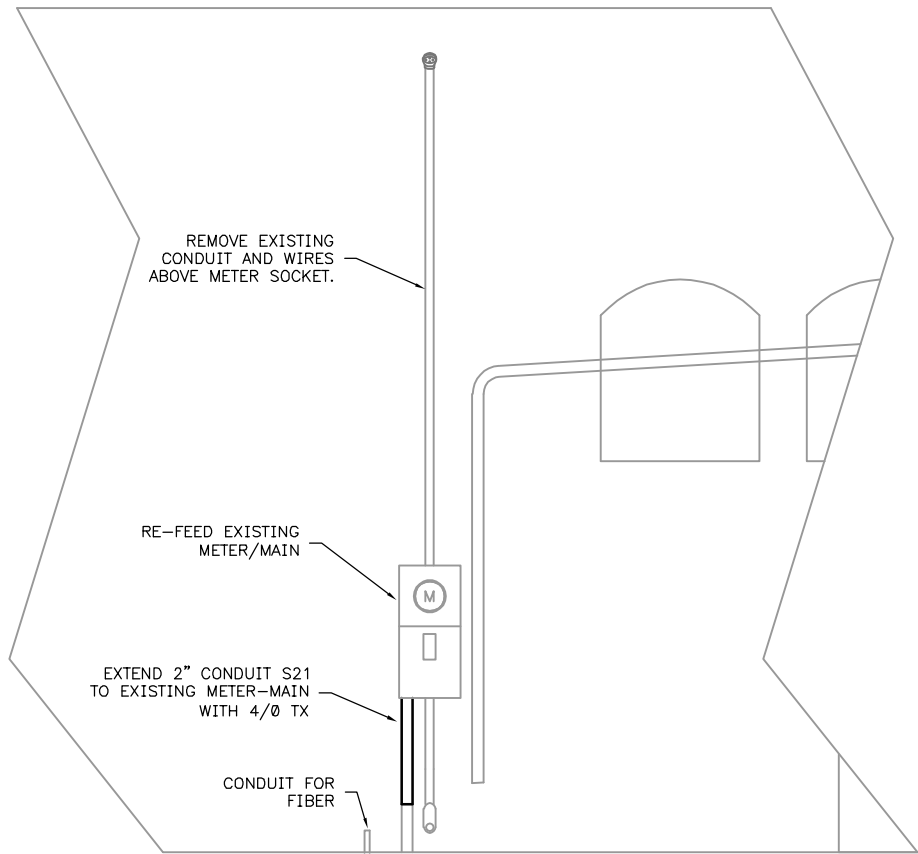


WEST BUILDING WALL
VIEW LOOKING EAST

211 N Howard
LARRY HUGHES



B11



WEST BUILDING WALL
VIEW LOOKING EAST

209 N Howard
LARRY HUGHES

02/01/2024

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POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

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						DRAWN P&E
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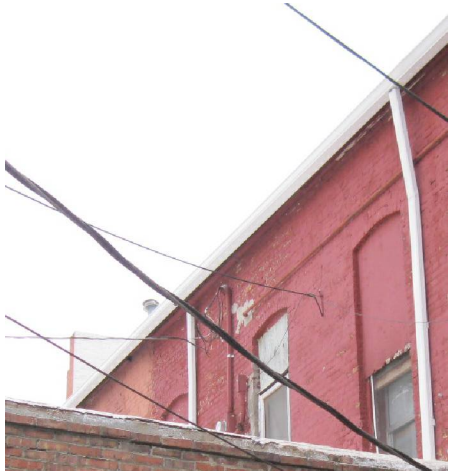
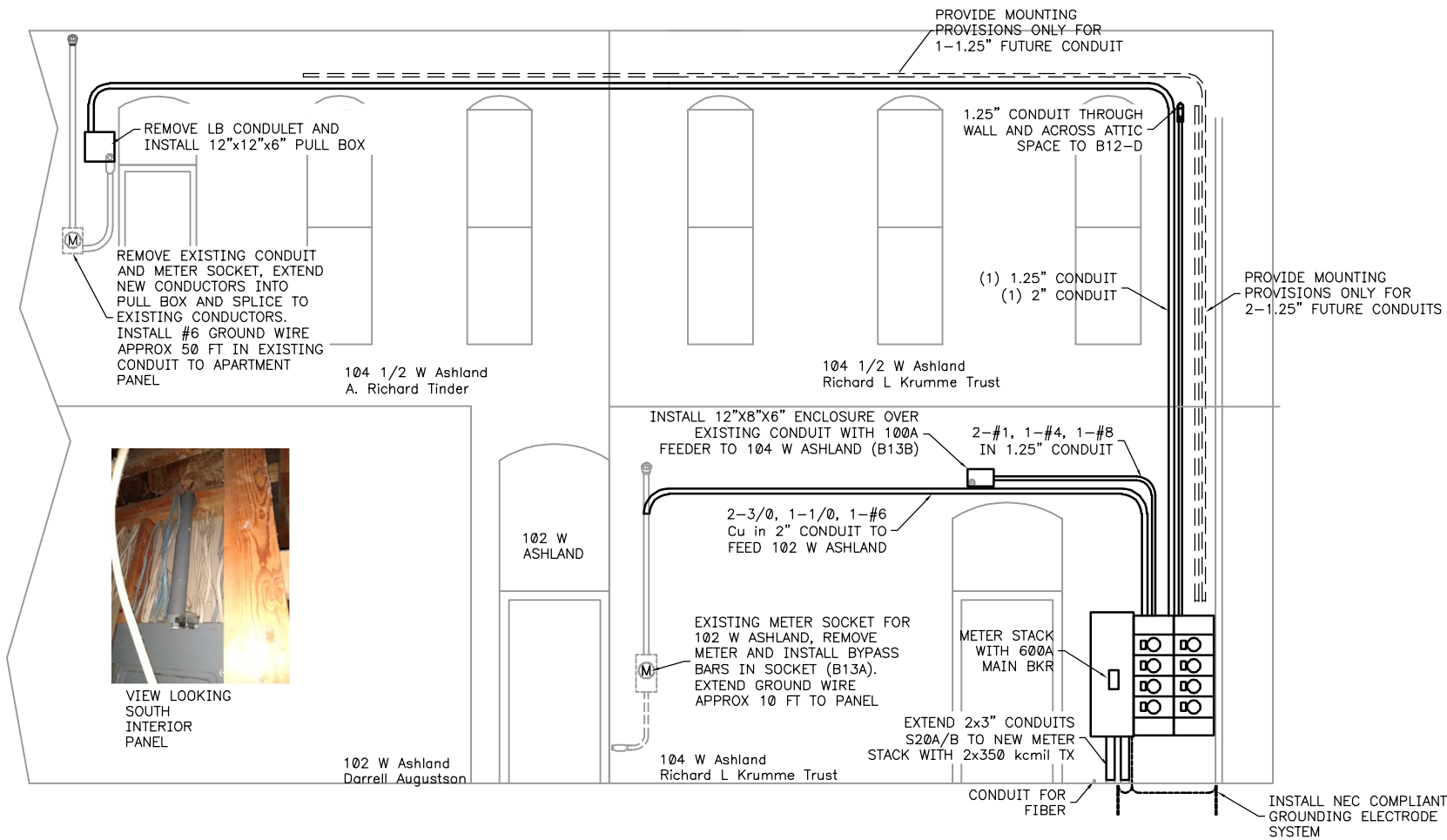
ISSUED
FOR BID PURPOSES ONLY

INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

REV
A
DWG NO
E9790-826



NORTH OUTSIDE WALL
SECOND FLOOR
VIEW LOOKING SOUTH



NORTH OUTSIDE WALL
VIEW LOOKING SOUTH

SEE DWG E9790-828
FOR ADDITIONAL
INFORMATION ON
LOCATIONS B12-D
AND B13-B

NORTH BUILDING WALL
VIEW LOOKING SOUTH

NORTH BUILDING WALL
VIEW LOOKING SOUTH

102 W Ashland
Richard Krumme Trust
104 W Ashland
Darrel Augustson/Jesse Forbes

020 22/24

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

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						APPR ARP

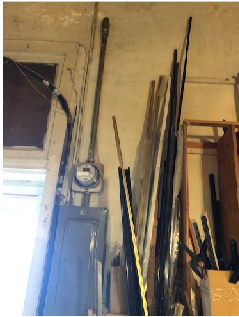
ISSUED
FOR BID PURPOSES ONLY

INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

REV
A
DWG NO
E9790-827

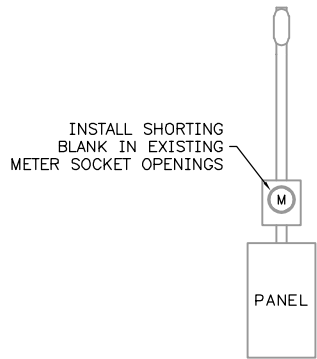


B12-13



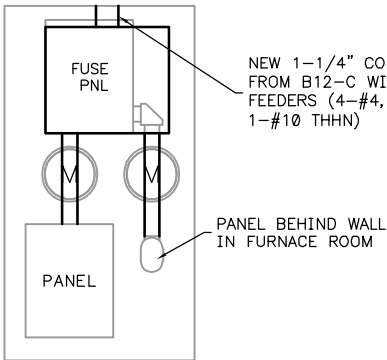
B15

EXTEND EQUIPMENT GROUND CONDUCTOR TO EXISTING PANEL AND ISOLATE ALL NEUTRALS, INSTALL GROUND OR INSULATED NEUTRAL BARS AS REQUIRED.



B13-B
104 W. ASHLAND AVE.
UPSTAIRS APARTMENTS
INSIDE NORTH BLDG WALL
VIEW LOOKING NORTH

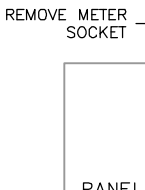
REMOVE FUSE PANEL AND METER SOCKETS. INSTALL PULL BOX WITH NEW FEEDERS EXTENDED TO BOTH BREAKER PANELS. INSTALL GROUND OR INSULATED NEUTRAL BARS AS REQUIRED TO ISOLATE NEUTRALS.



B12-D
104 1/2 W. ASHLAND AVE.
UPSTAIRS APARTMENTS
NORTH WALL OF HALLWAY
VIEW LOOKING NORTH

102-104 W Ashland

REMOVE EXISTING WIRES ABOVE METER SOCKET, DO NOT DISTURB CONDUIT THRU ROOF.



REMOVE METER SOCKET

TERMINATE NEW FEEDER IN EXISTING DISCONNECT, ISOLATE NEUTRAL FROM GROUND

2" RIGID GALV CONDUIT WITH THREADED COUPLINGS ATTACHED TO CEILING BEAM

2-3/0, 1-1/0, 1-#6 IN 2" RIGID GALV CONDUIT WITH THREADED COUPLINGS ATTACHED TO CEILING BEAM

INSIDE BUILDING
VIEW LOOKING SOUTH

CONDUIT THROUGH WALL

2-3/0, 1-1/0, 1-#6 IN 2" CONDUIT

INSTALL NEW SINGLE PHASE METER MAIN WITH 200 AMP BREAKER

EXTEND 2" CONDUIT S23 TO NEW METER-MAIN

CONDUIT FOR FIBER

INSTALL NEC COMPLIANT GROUNDING ELECTRODE

WEST BUILDING WALL
VIEW LOOKING EAST

215 N. Howard St.
GREGORY AVITT

020 22/04

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

REV	DESCRIPTION	DESIGN	DFTR	APPR	DATE	INCEPTION
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						DFTR P&E
						APPR ARP

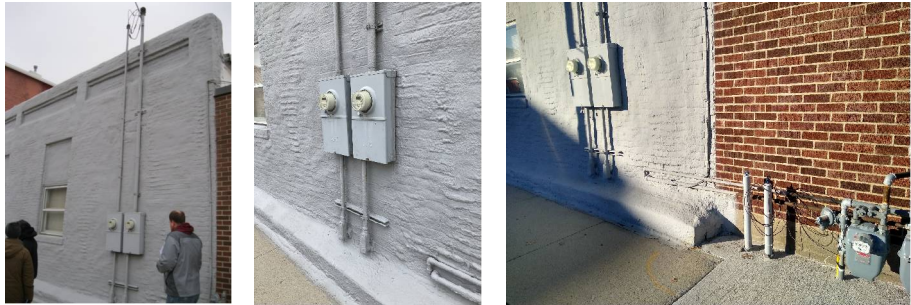
ISSUED
FOR BID PURPOSES ONLY

INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

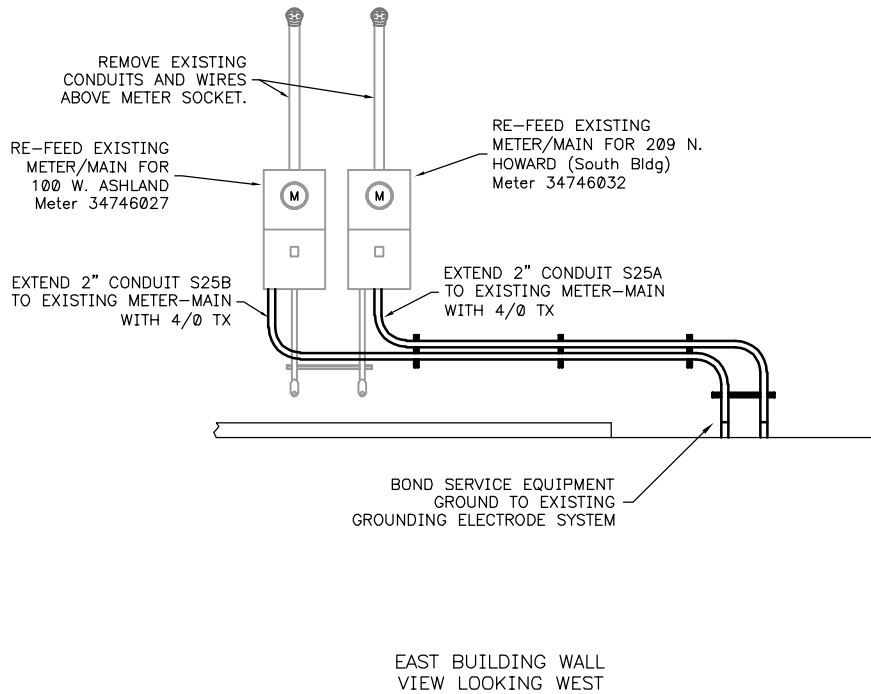
SCALE:

NTS

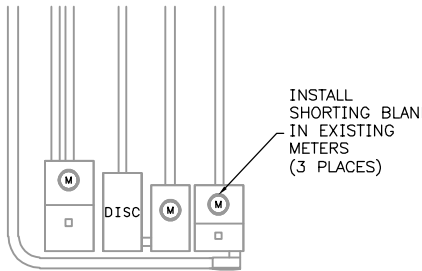
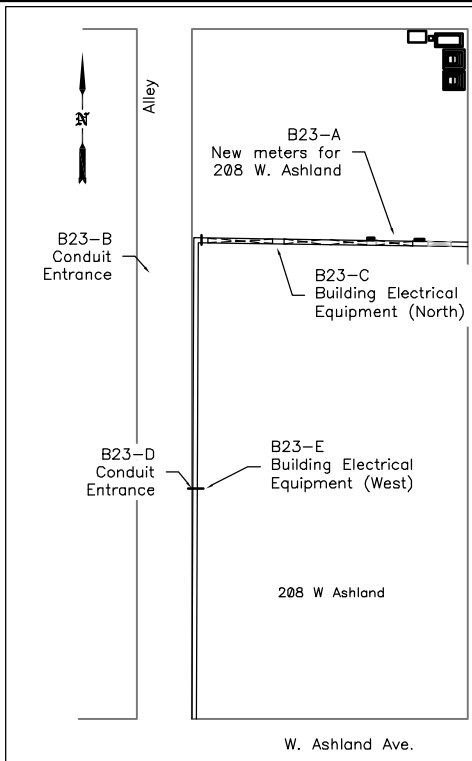
REV
A
DWG NO
E9790-828



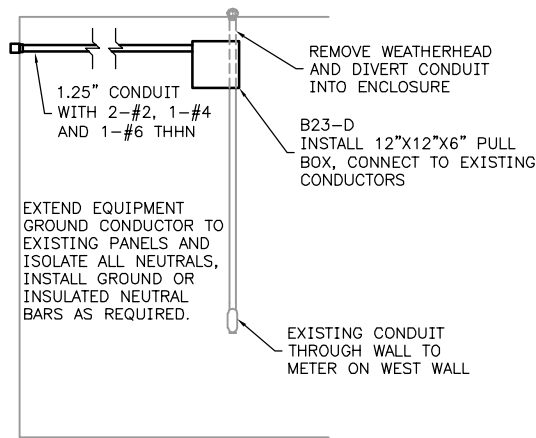
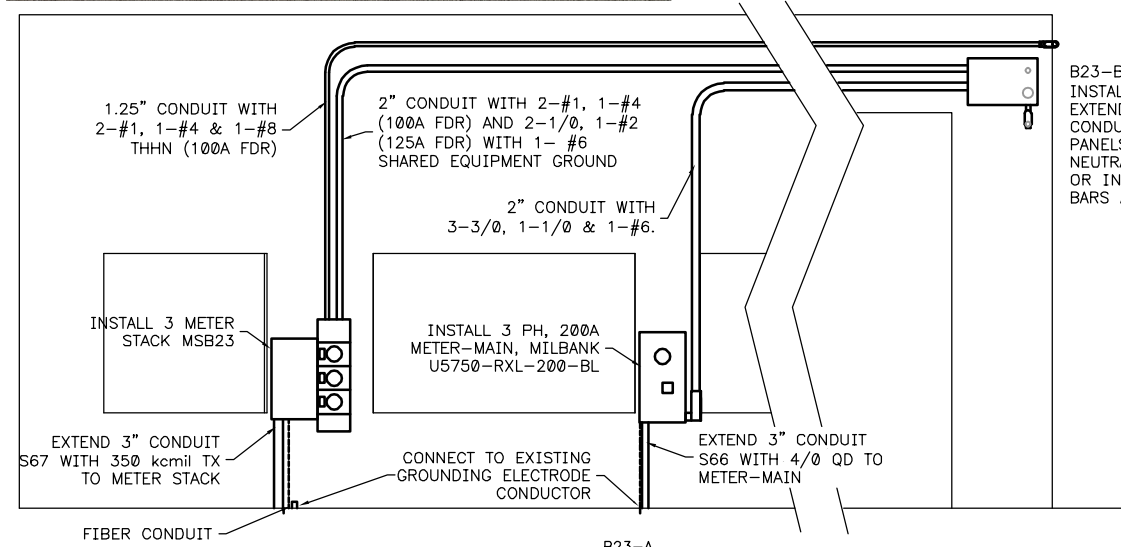
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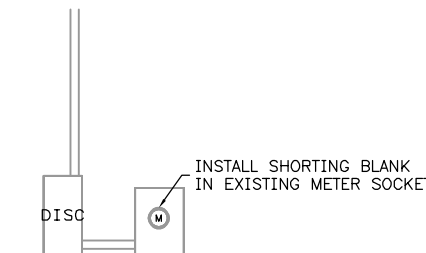
209 N. Howard St.
LARRY HUGHES



B23-C
EXTEND EQUIPMENT GROUND CONDUCTOR TO EXISTING PANELS AND ISOLATE ALL NEUTRALS. INSTALL GROUND OR INSULATED NEUTRAL BARS AS REQUIRED.



B23-D
WEST BUILDING WALL
VIEW LOOKING EAST



B23-E
INSIDE WEST BUILDING WALL
VIEW LOOKING WEST

208 W. Ashland
Ave.

B23

2020 22/24

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

REV	DESCRIPTION	DESIGNED	DRAWN	APPROVED	DATE	INCEPTION
A	ISSUED FOR BIDDING	P&E	P&E	ARP	03-25-25	DATE 03-10-2025
						DESIGN P&E
						DRAWN P&E
						APPROVED ARP

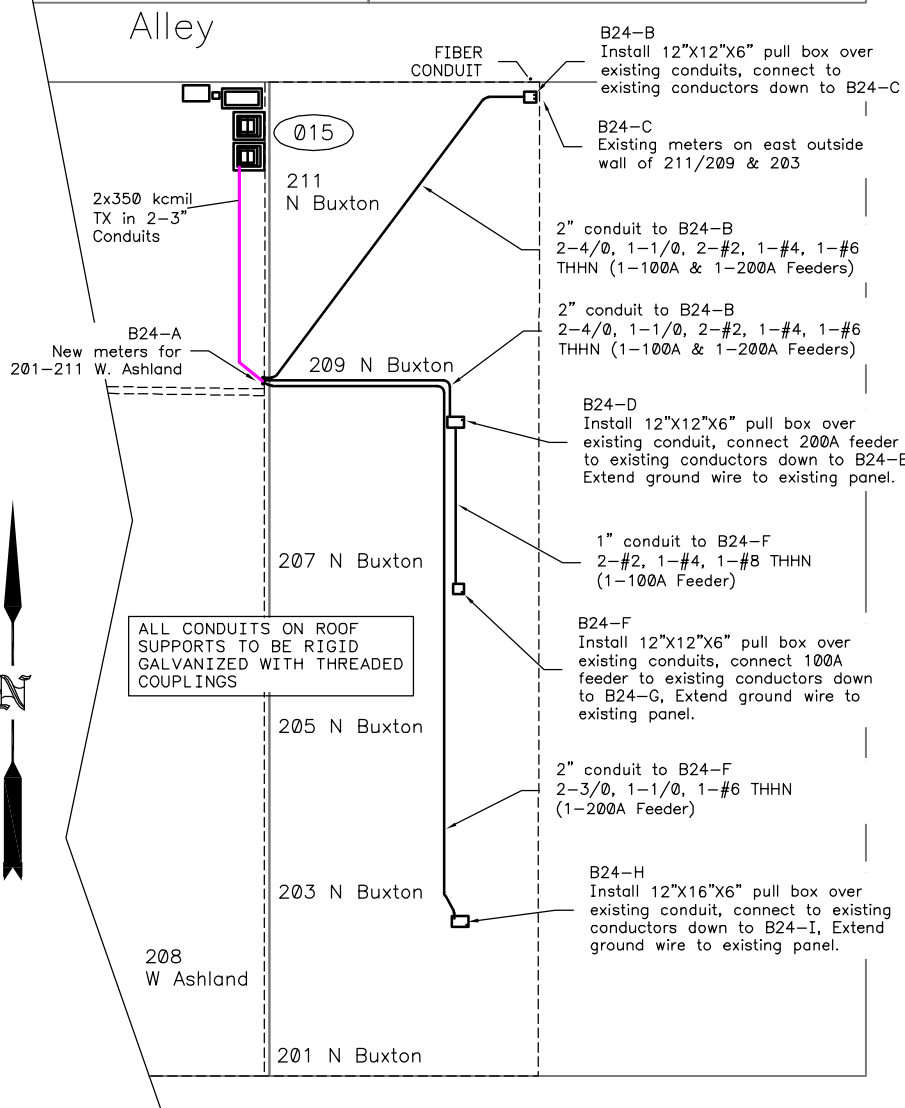
ISSUED
FOR BID PURPOSES ONLY

INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

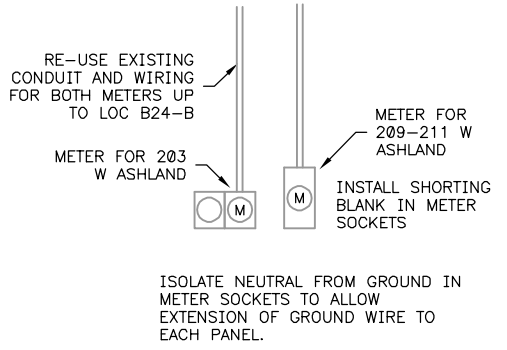
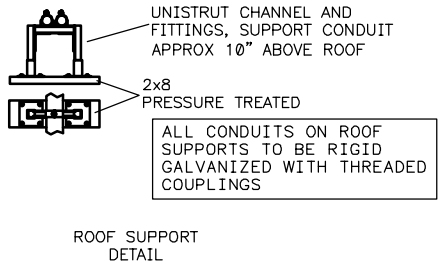
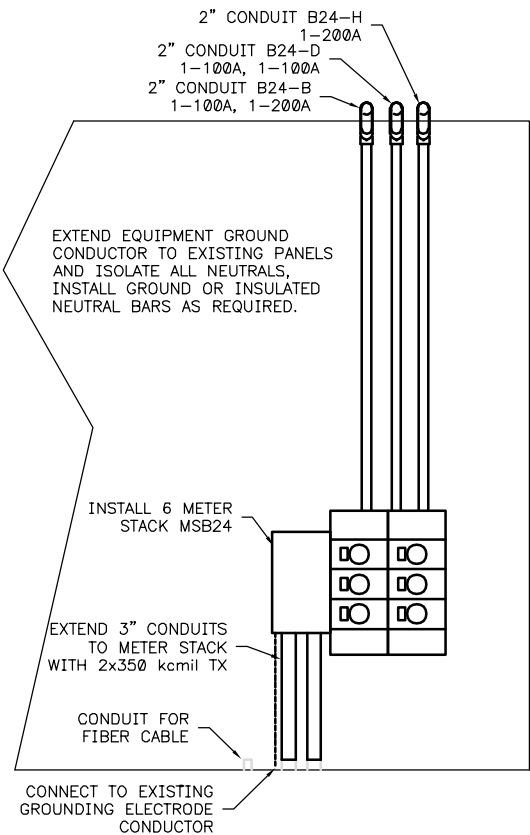
REV
A
DWG NO
E9790-829



N. Buxton St.



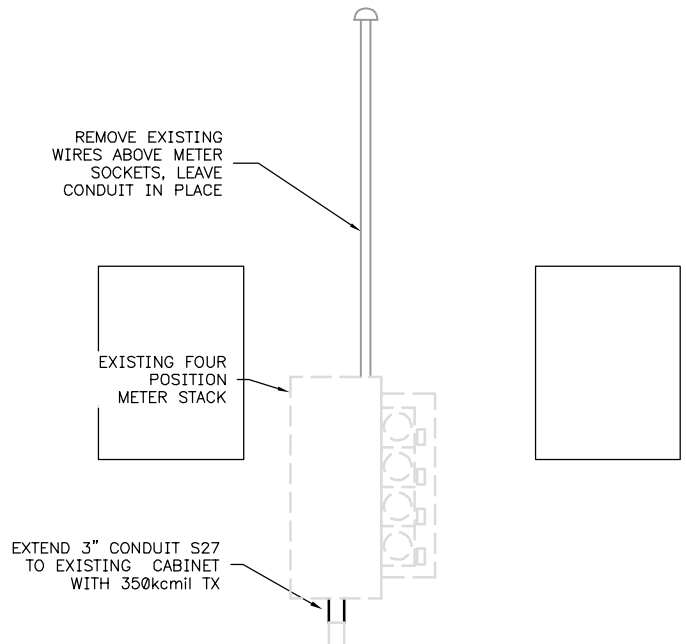
B24



B24-C
EAST BUILDING WALL
VIEW LOOKING WEST

201-211 W. ASHLAND AVE.
CASTLE DEVELOPMENT-MT BIN EQPT

B71



207 W. Boston Ave.
FFE OF INDIANOLA

NOV 22/24

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POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

REV	DESCRIPTION	DESIGN	DATE	INCEPTION
A	ISSUED FOR BIDDING	P&E	03-25-25	DATE 03-10-2025
				DESIGN P&E
				DATE P&E
				APPROVAL ARP

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INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

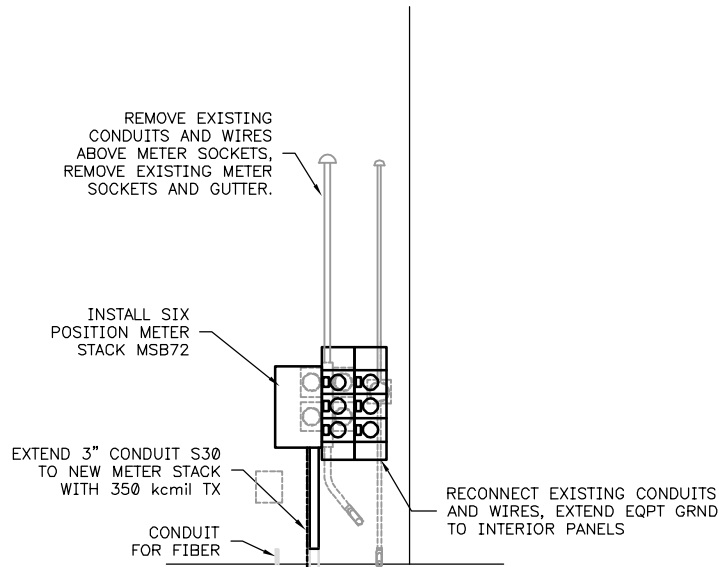
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DWG NO
E9790-830



B72

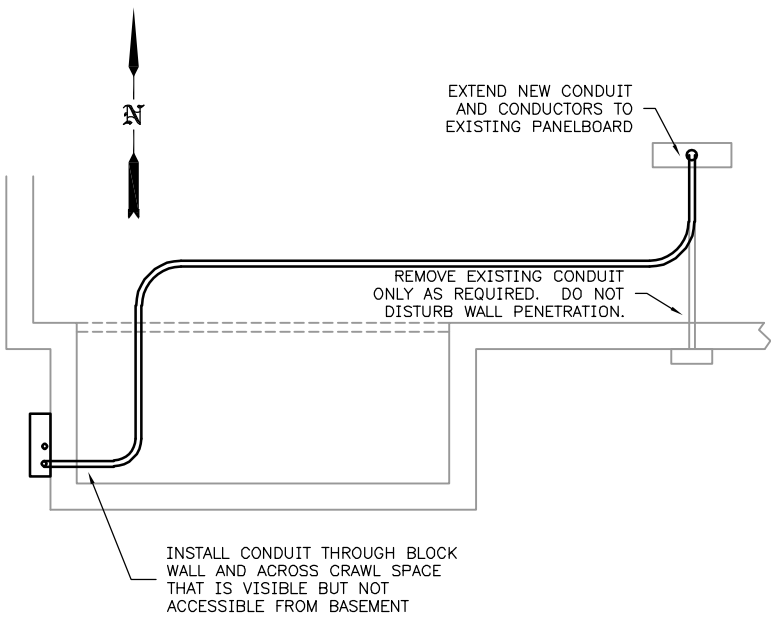


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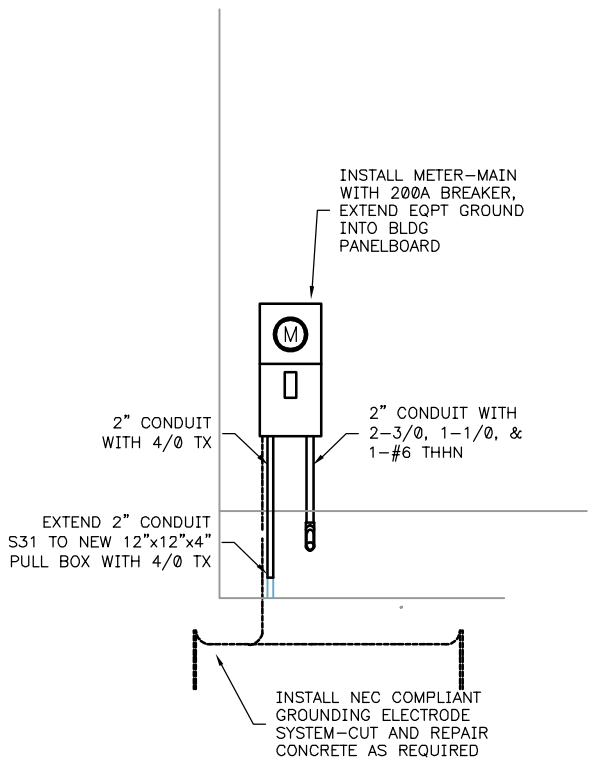


VIEW LOOKING NORTH

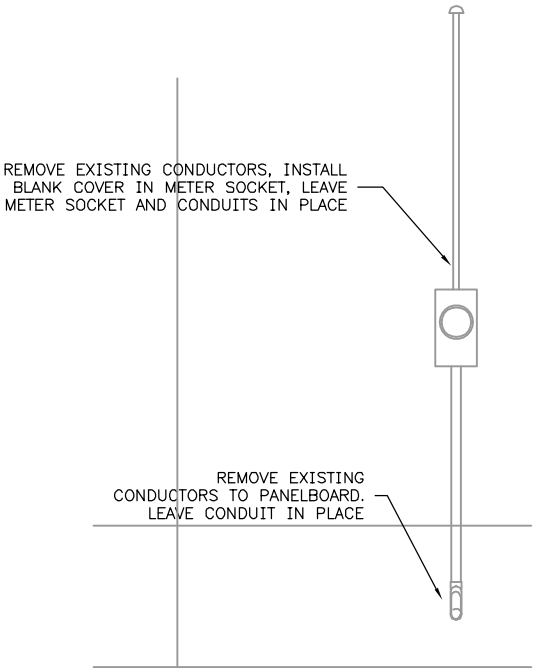
206 W. Boston Ave.
Rivera Services



PLAN VIEW



VIEW LOOKING EAST
AT NEW METER



VIEW LOOKING NORTH
AT EXISTING METER

215 N.Howard St.
Christensen

020 22/24

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
Office: 515-989-3083
pe@peengr.com

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						DESIGN P&E
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						APPR ARP

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INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

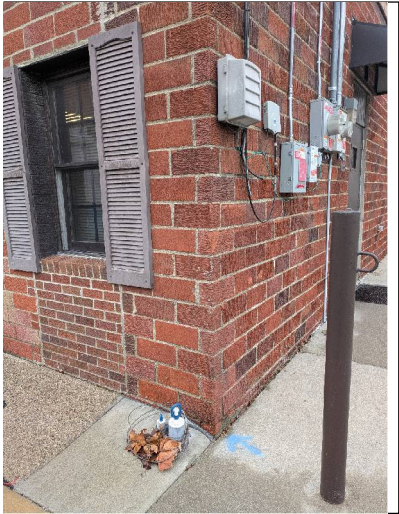
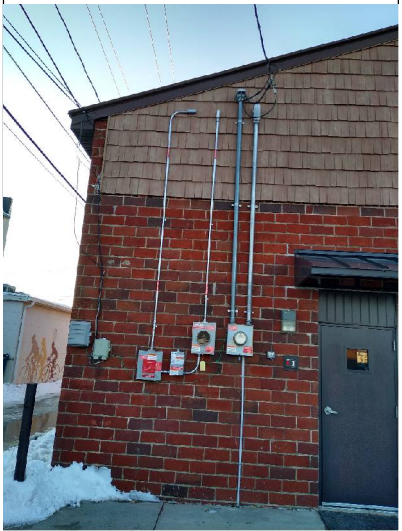
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DWG NO
E9790-831



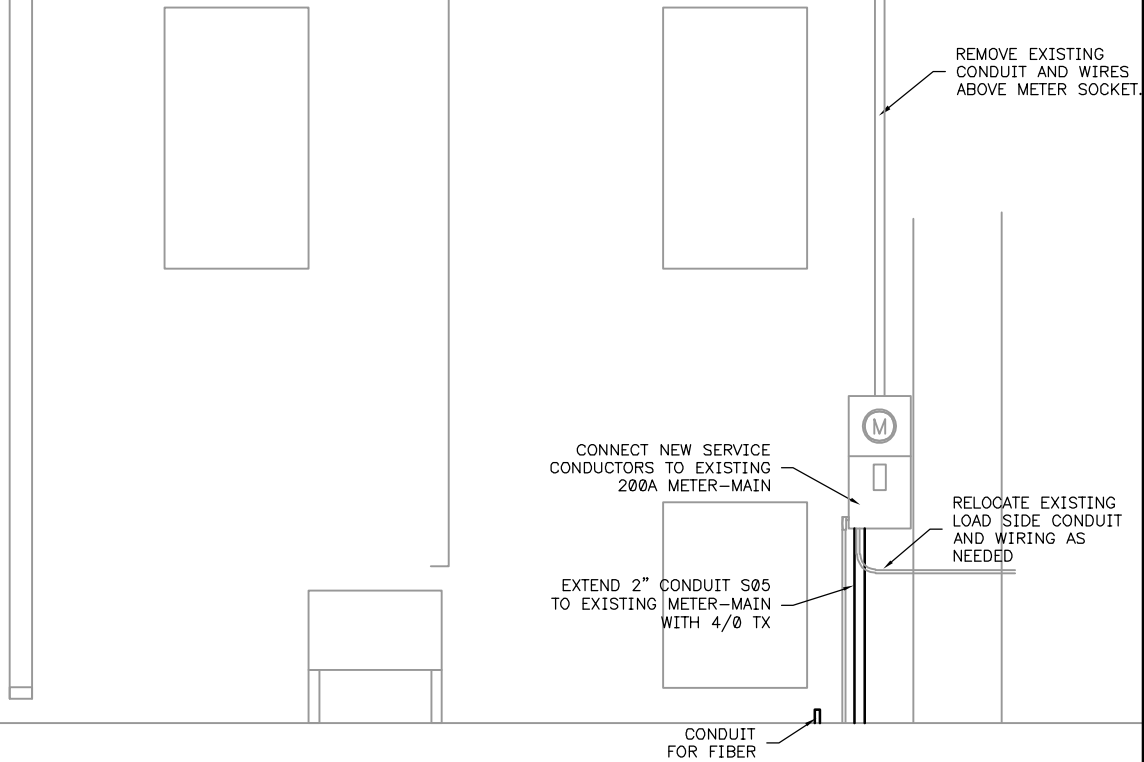
B74



B75

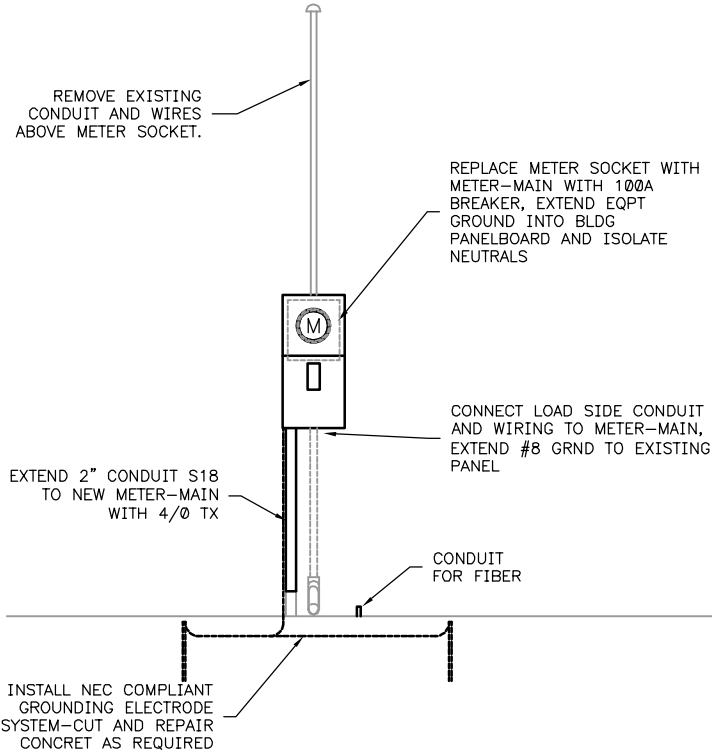


B76



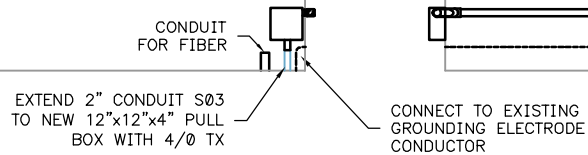
VIEW LOOKING NORTH

109 W. Boston
Friends Church



VIEW LOOKING NORTH

105 W. Boston
Hiller



VIEW LOOKING NORTH

VIEW LOOKING WEST

212 N. Buxton St.
Legacy Properties

22/24

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POWER SYSTEM ANALYSIS AND DESIGN
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Office: 515-989-3083
pe@peengr.com

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**INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT**
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

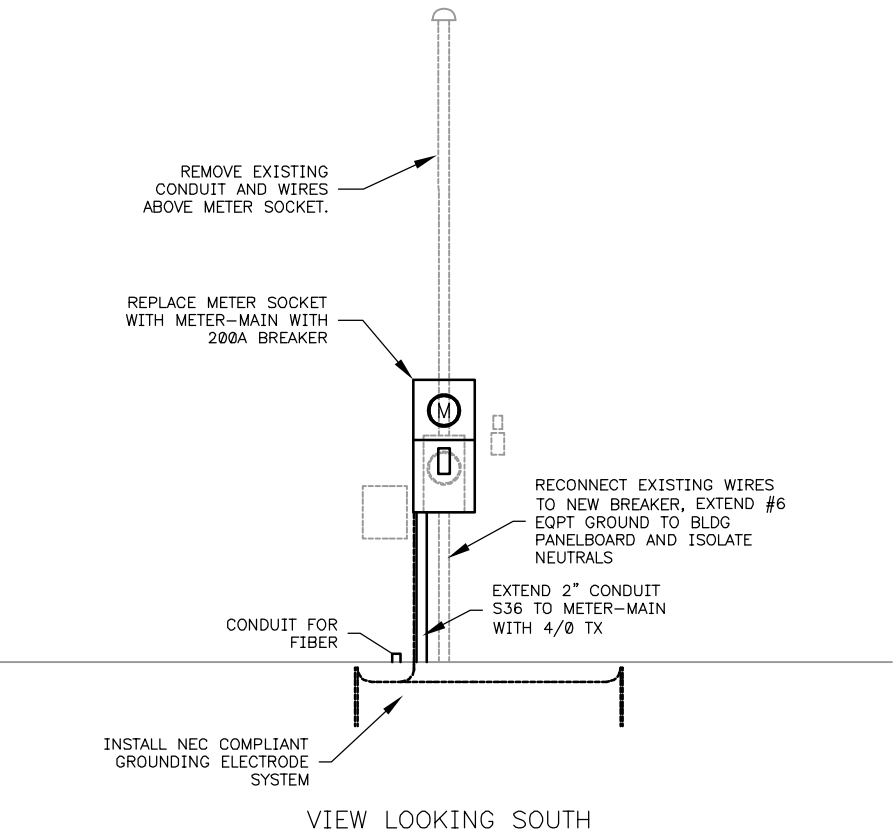
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DWG NO
E9790-832



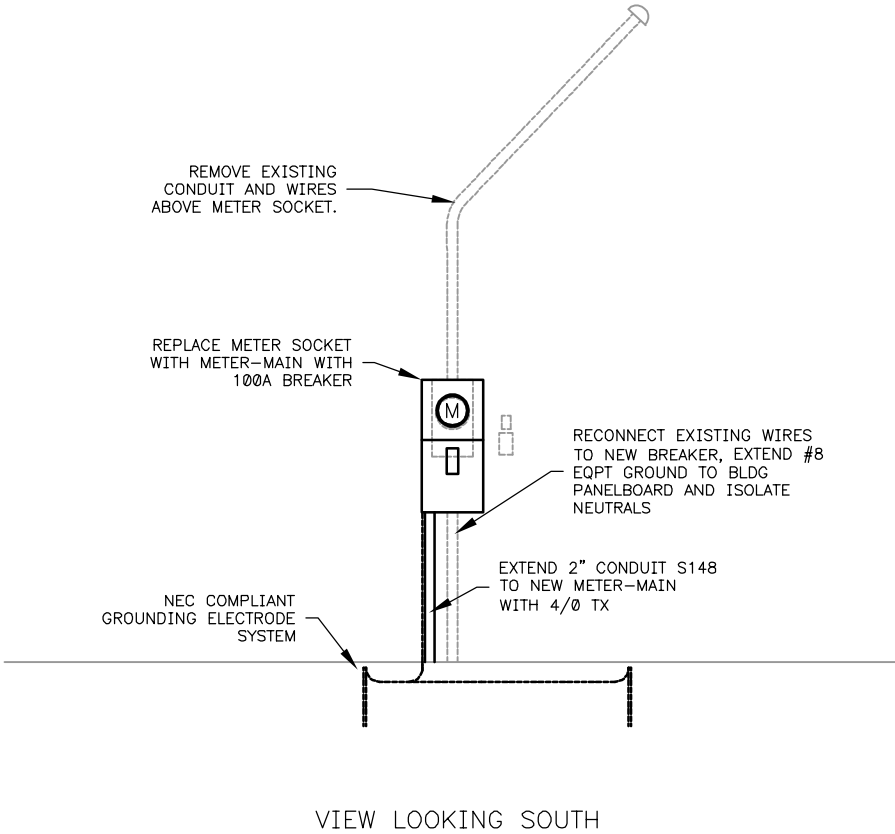
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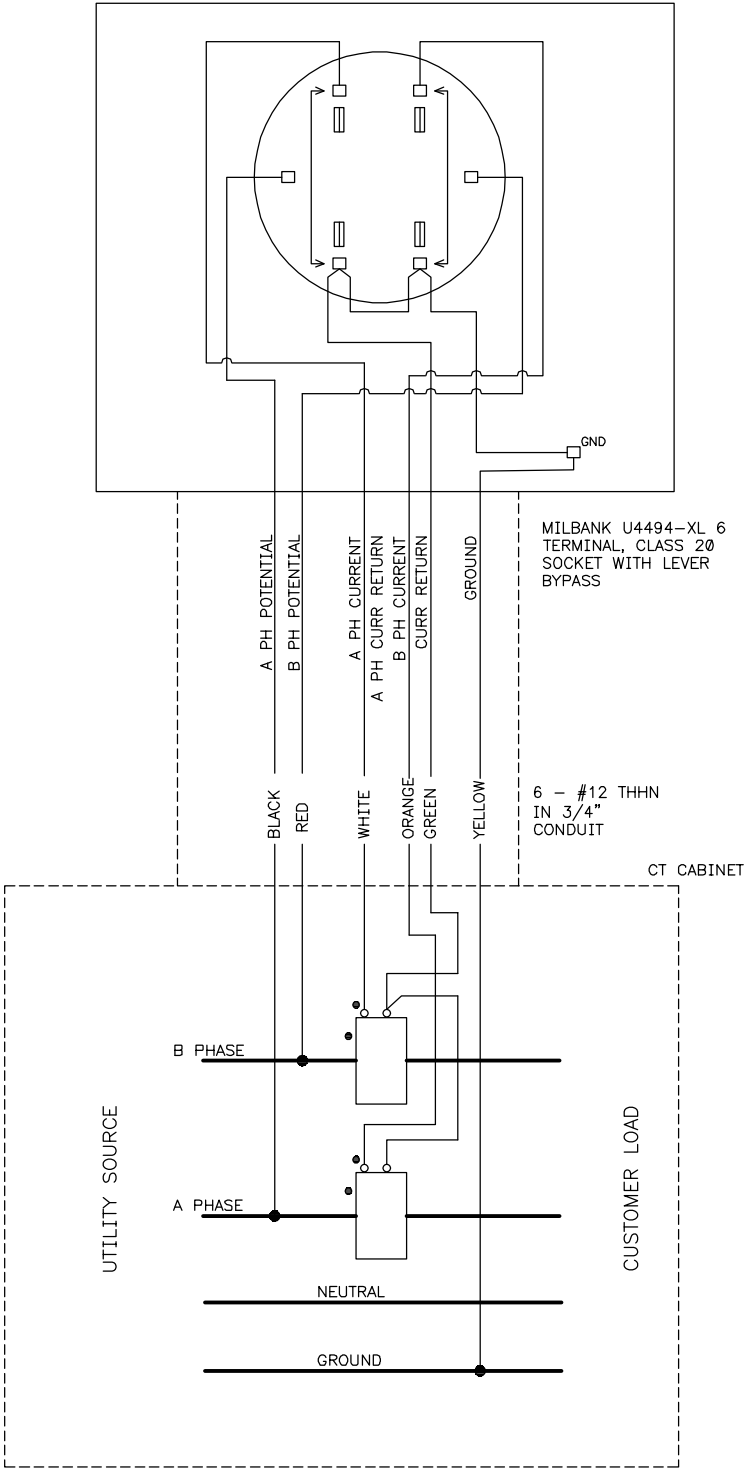
B79



204 N. B St.
Dental Professional Prop



211 W. Boston Ave.
Carpenter



CT AND METER WIRING
AT BUILDING B04

020 22/24

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
500 SW 7th Street Suite 100 Des Moines, IA 50309
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pe@peengr.com

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						APPR ARP

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INDIANOLA MUNICIPAL UTILITIES
DOWNTOWN UNDERGROUND CONV PROJECT
NORTH-WEST ALLEY BUILDING WORK
SERVICE ENTRANCE DETAILS

SCALE:

NTS

REV
A
DWG NO
E9790-833

Indianola Municipal Utilities

RESOLUTION APPROVING THE FINAL PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE DOWNTOWN UNDERGROUND CONVERSION PROJECT, NORTH-WEST ALLEY PREMISE WIRING MODIFICATION

WHEREAS, the Indianola Municipal Utilities Board Of Trustees has authorized the preparation of the proposed plans, specifications, contract documents, and an estimate of cost for the Downtown Underground Conversion Project, North-West Alley Premise Wiring Modification; and

WHEREAS, the Indianola Municipal Utilities Board of Trustees has deemed it necessary and desirable to undertake the construction of the Project; and

WHEREAS, IMU will provide notice for a public hearing and notice to bidders regarding the proposed plans, specifications, and form of contract for the Project, and the acceptance of bids.

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Utilities Board Of Trustees that the plans, specifications, and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby approved, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

PASSED AND APPROVED this 24th day of March 2025.

Dom Selgrade, Chairperson

ATTEST:

Monica Thompson, Board Secretary

MEMORANDUM

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

From:

Date: March 24, 2025

Subject: Resolution setting Public Hearing and Letting for Downtown Underground Conversion Project North-West Alley Premise Wiring Modification

Recommendation:

Attachments:

1. Notice of Hearing and Letting
2. Res 2025- Resolution setting a public hearing and bid letting for the "Downtown Underground Conversion Project North-West Alley Premise Wiring Modific

NOTICE OF HEARING AND LETTING
Downtown Underground Conversion Project
North-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 April 16, 2025 for a project identified as DOWNTOWN UNDERGROUND CONVERSION PROJECT, NORTH-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 April 28, 2025 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 NORTH-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 June 1, 2025, unless an earlier start date is negotiated between the Owner and the successful bidder. Work must be substantially complete by December 31, 2025 with all work completed by January 30, 2026.

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 SETTING PUBLIC HEARING AND LETTING DOWNTOWN UNDERGROUND CONVERSION PROJECT
NORTH-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 North-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 April 28, 2025 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 April 28, 2025, 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 April 16, 2025. 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 April 28, 2025, 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 April 16, 2025, 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 April 28, 2025.

Passed and approved this 24th day of March, 2025.

Dom Selgrade, Chairperson

Monica Thompson, Board Secretary

MEMORANDUM

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

From:

Date: March 24, 2025

Subject: Public Hearing on Proposed Water Rate Resolution Update

Recommendation: Indianola Municipal Utilities Board of Trustees has under consideration a resolution which would increase the rates for water service for all water customers. The proposed increases would be reflected on the May 1, 2025 utility bills. For exact details, you should carefully review attached change documents and the final resolution for approval.

Attachments:

1. Rate Resolutions Notices of Public Hearing-Publish- Water
2. Water Rate Resolution- Redline

NOTICE OF PUBLIC HEARING to be held by the Indianola Municipal Utilities Board of Trustees on the proposed update to the water utility resolution at the IMU Board Room, 210 W 2nd Ave Indianola, Iowa, at 5:30 PM on March 24, 2025, at which time the Board of Trustees will consider any objections to the proposed amendment and will hear all interested persons.

Indianola Municipal Utilities
RESOLUTION NO 20254-000

RESOLUTION SETTING WATER UTILITY RATES

BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that Resolution No. 2023-015 be repealed, and that this resolution be substituted in lieu as follows:

1. Section 2.4 Rates for Water Services

Rate classes and availability are as follows:

2.4(1) City Residential Service – Standard Service to a permanent residence located within Indianola Municipal Utilities territory

Monthly customer charge (includes the first 1,000 gallons used) \$ 12.~~2500~~
All consumption over 1,000 gallons per month (per 1,000 gallons) \$ ~~8.187.75~~

2.4(2) Fire Protection Service Inside City Limits – Fire protection services to building located within corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$18.43 19.35
4"	\$72.60 76.23
6"	\$167.20 175.56
8"	\$297.00 311.85

2.4(3) Fire Protection Service Outside City Limits – Fire protection services to building located outside of corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$27.50 28.88
4"	\$110.00 115.50
6"	\$249.70 262.18
8"	\$444.44 466.66

2.4(4) Commercial Water Service – Standard service for commercial and industrial uses, schools, churches, public buildings, and multi unit residential complexes with common meters

Monthly customer charge (includes the first 1,000 gallons used) \$12.~~0025~~
All consumption over 1,000 gallons per month (per 1,000 gallons) \$ ~~8.0043~~

2.4(5) Irrigation Water Service – Permanent underground residential sprinkler systems which are separately metered

All consumption (per 1,000 gallons) \$8.~~0043~~

2.4(6) Reserved

2.4(7) Government Service – Service for use by units of the City of Indianola

Monthly customer charge (includes the first 1,000 gallons used) \$12.~~0025~~
All consumption over 1,000 gallons per month (per 1,000 gallons) \$8.~~0043~~

2.4(8) Large Water Contracts

Rates for water service for large water contracts shall be pursuant to the provisions of written contract entered into by the customer and the Indianola Municipal Utilities.

2.4(9) Reserved

2.4(10) Maintenance/Capital Adjustment

The Board of Trustees shall periodically make a determination of whether the water utility has experienced an unusual maintenance or capital expenditure. The expenditure of a sum in excess of \$150,000 for maintenance or \$500,000 for capital improvement in any one calendar year shall be considered an unusual maintenance or capital expenditure. A maintenance surcharge or credit may be administratively imposed at the same rate per 1,000 gallons for all services to recoup these unusual maintenance or capital expenditures.

2.4(11) Temporary Service

Metered:

Monthly customer charge (includes the first 1,000 gallons used)	\$12. 00 25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$8. 00 43

Unmetered:

Residential Construction	\$33.2834.95
Commercial/Other Construction	\$66.5569.88

2.4(12) Reserved

2.4(13) Delinquent Bills

Net Monthly bills as computed under the provisions of this resolution are payable within 20 days from the date of bills. When not so paid, penalty at the rate of 18% per annum from due date until paid, shall be charged. One month's penalty shall be forgiven each year.

2.4(14) Reserved

2. Effective Date

These rates shall become effective as to all bills due May 1, 202~~5~~4 and thereafter.

Introduced and adopted this 24⁵~~5~~th day of March 202~~5~~4.

Dom Selgrade, Chair, Board of Trustees

ATTEST:

Monica Thompson, Board Secretary

| ~~is\ Monica Thompson, Board Secretary~~

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Resolution Approving Water Rates 2025

Recommendation:

Attachments: 1. Water Rate Resolution-2025

Indianola Municipal Utilities
RESOLUTION NO 2025

RESOLUTION SETTING WATER UTILITY RATES

BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that Resolution No. 2023-015 be repealed, and that this resolution be substituted in lieu as follows:

1. Section 2.4 Rates for Water Services

Rate classes and availability are as follows:

2.4(1) City Residential Service – Standard Service to a permanent residence located within Indianola Municipal Utilities territory

Monthly customer charge (includes the first 1,000 gallons used)	\$ 12.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$ 8.18

2.4(2) Fire Protection Service Inside City Limits – Fire protection services to building located within corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$19.35
4"	\$76.23
6"	\$175.56
8"	\$311.85

2.4(3) Fire Protection Service Outside City Limits – Fire protection services to building located outside of corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$28.88
4"	\$115.50
6"	\$262.18
8"	\$466.66

2.4(4) Commercial Water Service – Standard service for commercial and industrial uses, schools, churches, public buildings, and multi-unit residential complexes with common meters

Monthly customer charge (includes the first 1,000 gallons used)	\$12.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$ 8.43

2.4(5) Irrigation Water Service – Permanent underground residential sprinkler systems which are separately metered.

All consumption (per 1,000 gallons)	\$8.43
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2.4(6) Reserved

2.4(7) Government Service – Service for use by units of the City of Indianola

Monthly customer charge (includes the first 1,000 gallons used)	\$12.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$8.43

2.4(8) Large Water Contracts

Rates for water service for large water contracts shall be pursuant to the provisions of written contract entered into by the customer and the Indianola Municipal Utilities.

2.4(9) Reserved

2.4(10) Maintenance/Capital Adjustment

The Board of Trustees shall periodically make a determination of whether the water utility has experienced an unusual maintenance or capital expenditure. The expenditure of a sum in excess of \$150,000 for maintenance or \$500,000 for capital improvement in any one calendar year shall be considered an unusual maintenance or capital expenditure. A maintenance surcharge or credit may be administratively imposed at the same rate per 1,000 gallons for all services to recoup these unusual maintenance or capital expenditures.

2.4(11) Temporary Service

Metered:

Monthly customer charge (includes the first 1,000 gallons used)	\$12.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$8.43

Unmetered:

Residential Construction	\$34.95
Commercial/Other Construction	\$69.88

2.4(12) Reserved

2.4(13) Delinquent Bills

Net Monthly bills as computed under the provisions of this resolution are payable within 20 days from the date of bills. When not so paid, penalty at the rate of 18% per annum from due date until paid, shall be charged. One month's penalty shall be forgiven each year.

2.4(14) Reserved

2. Effective Date

These rates shall become effective as to all bills due May 1, 2025 and thereafter.

Introduced and adopted this 24th day of March 2025.

INTRODUCED AND ADOPTED this 24th day of March 2025

Dom Selgrade, Chair, Board of Trustees

ATTEST:

Monica Thompson, Board Secretary

MEMORANDUM

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

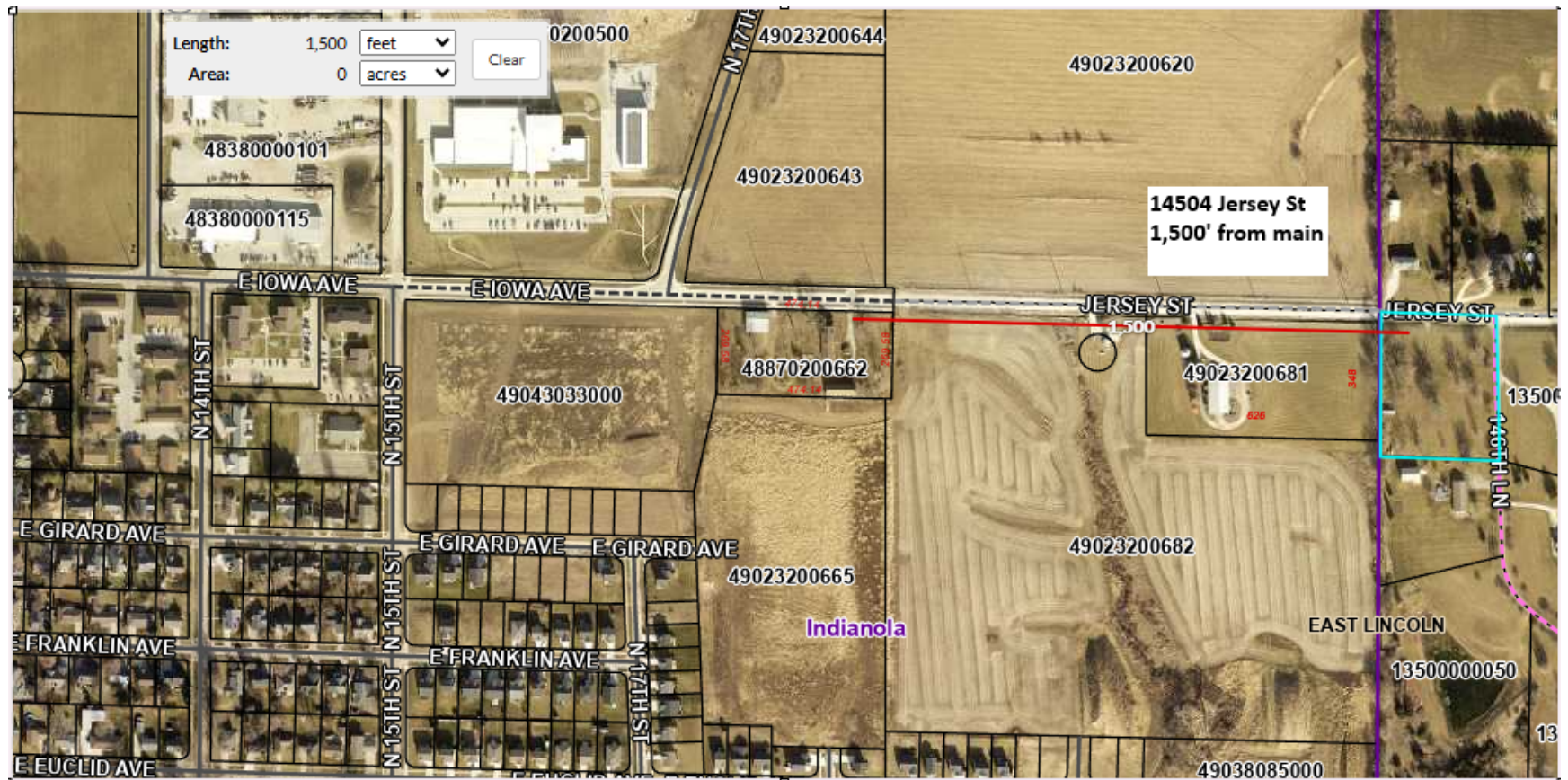
From:

Date: March 24, 2025

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 14504 Jersey St.

Recommendation:

Attachments: 1. 14504 Jersey St WWD



MEMORANDUM

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

From:

Date: March 24, 2025

Subject: Public Hearing on Proposed Telecommunication Rate Resolution Update

Recommendation: Indianola Municipal Utilities Board of Trustees has under consideration a resolution which would change rates for telecommunication service for all telecommunication customers. The proposed changes would be reflected on the May 1, 2025 utility bills. Attached are the documents showing changes to the residential and commercial rate resolutions.

Attachments:

1. Rate Resolutions Notices of Public Hearing-Publish- Telecommunications
2. March 2025 Residential Rate Resolution
3. Res 2025 Communications Residential Rate Resolution- Redline
4. March 2025 Business Rate Resolution
5. Res-2025 Approve Communications-Commercial-Rates- Redline

NOTICE OF PUBLIC HEARING to be held by the Indianola Municipal Utilities Board of Trustees on the proposed update to the Telecommunications utility resolution at the IMU Board Room, 210 W 2nd Ave Indianola, Iowa, at 5:30 PM on March 24, 2025, at which time the Board of Trustees will consider any objections to the proposed amendment and will hear all interested persons.

Rates

Residential

Internet Monthly Recurring Charges

Legacy Residential	Active customers within the city limits installed prior to May 1, 2023 with an 844G or 844E with 711, 716, 717 or 803 ONT	
200Mbps*	\$64.00	
400Mbps*	\$79.00	
1,000Mbps*	\$109.00	
Next Generation Residential	Customers within the city limits installed after May 1, 2023 with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT	
300Mbps*	\$73.00	
500Mbps*	\$88.00	
1,000Mbps*	\$109.00	
Next Generation Residential BYOD	Customers within the city limits providing their own router with 711, 717 or 803 ONT	
200Mbps*	\$64.00	
400Mbps*	\$79.00	
1,000Mbps*	\$99.00	
Next Generation Rural	Customers outside the city limits with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT	
300Mbps*	\$83.00	
500Mbps*	\$98.00	
1,000Mbps*	\$119.00	
Next Generation Rural BYOD	Customers outside the city limits providing their own router with 711, 717 or 803 ONT	
200Mbps*	\$74.00	
400Mbps*	\$89.00	
1,000Mbps*	\$109.00	

*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal home wiring.

TV Monthly Recurring Charges*

Basic Tier	\$47.00	
Expanded Tier	\$124.00	Includes Basic Tier
Family Tier	\$134.00	Includes Expanded Tier
Sports Tier	\$129.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
HD Set Top Box	\$6.00	1st box free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage

*TV service available only to customers within the Indianola city limits

Phone Monthly Recurring Charges

Local Phone Service	\$19.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service with Long Distance Plan	\$29.00	Unlimited calling features included. 1,000 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost

Call Features

Anonymous Call Rejection	\$0.00
Call Forward	\$0.00
Call Transfer	\$0.00
Call Waiting	\$0.00
Caller ID Name & Number	\$0.00
Priority Call	\$0.00
Three-Way Calling	\$0.00
Voice Mail	\$0.00

Packages/Bundle Discounts Recurring Charges

Triple Play	-\$30.00	Internet Service, Expanded TV Tier and Local Phone Service
Double Play TV	-\$20.00	Internet Service and Expanded TV Tier
Double Play Phone	-\$10.00	Internet Service and Local Phone Service

Miscellaneous Recurring Charges

Static Public IP Address	\$5.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	Phone customers receive this for free

Miscellaneous Non Recurring Charges

Standard Residential Installation	\$100.00	
Standard Rural Residential Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pay Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	

Miscellaneous Equipment Fees

Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	

Unreturned/Damaged Equipment Fees

Remote Control	\$25.00
HD Set Top Box	\$200.00
ONT/Router Combo	\$300.00
ONT	\$140.00
Router	\$140.00
ONT Battery Backup	\$75.00
Media Over Cable Converter	\$150.00
8 Port Ethernet Switch	\$75.00
WiFi Extender	\$175.00
Fiber Jumper	Cost + 10%
Fiber Drop	Cost + 10%

NOTICE OF RATES AND CHARGES OF THE MUNICIPAL COMMUNICATIONS UTILITY

Notice To Be Published

Indianola Municipal Utilities
RESOLUTION NO. 202~~54~~-021

RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS UTILITY RESIDENTIAL RATES AND CHARGES

WHEREAS, the Board of Trustees determines it is necessary and appropriate to adopt updated rates and charges of the Municipal Communications Utility.

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

Section 1. The rates and charges set out herein below are hereby adopted, to wit:

“Residential Rate Schedule”

Internet Monthly Recurring Charges	
Legacy Residential	Active customers within the city limits installed prior to May 1, 2023 with an 844G or 844E with 711, 716, 717 or 803 ONT
200Mbps*	\$64.00
400Mbps*	\$79.00
1,000Mbps*	\$109.00
Next Generation Residential	Customers within the city limits installed after May 1, 2023 with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT
300Mbps*	\$73.00
500Mbps*	\$88.00
1,000Mbps*	\$109.00
Next Generation Residential BYOD	Customers within the city limits providing their own router with 711, 717 or 803 ONT
200Mbps*	\$64.00
400Mbps*	\$79.00
1,000Mbps*	\$99.00
Next Generation Rural	Customers outside the city limits with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT
300Mbps*	\$83.00
500Mbps*	\$98.00
1,000Mbps*	\$119.00

Next Generation Rural BYOD	Customers outside the city limits providing their own router with 711, 717 or 803 ONT
200Mbps*	\$74.00
400Mbps*	\$89.00
1,000Mbps*	\$109.00
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal home wiring.	

TV Monthly Recurring Charges*		
Basic Tier	\$4 75 .00	
Expanded Tier	\$1 24 9.00	Includes Basic Tier
Family Tier	\$1 34 29.00	Includes Expanded Tier
Sports Tier	\$129.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
HD Set Top Box	\$6.00	1st box free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage
*TV service available only to customers within the Indianola city limits		

Phone Monthly Recurring Charges		
Local Phone Service	\$19.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service with Long Distance Plan	\$29.00	Unlimited calling features included. 1,000 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Call Features		
Anonymous Call Rejection	\$0.00	
Call Forward Variable	\$0.00	

Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Priority Call	\$0.00	
Three-Way Calling	\$0.00	
Voice Mail	\$0.00	
Packages/Bundle Discounts		
Recurring Charges		
Triple Play	-\$30.00	Internet Service, Expanded TV Tier and Local Phone Service
Double Play TV	-\$20.00	Internet Service and Expanded TV Tier
Double Play Phone	-\$10.00	Internet Service and Local Phone Service

Miscellaneous Recurring Charges		
Static Public IP Address	\$5.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	Phone customers receive this for free
Miscellaneous Non Recurring Charges		
Standard Residential Installation	\$100.00	
Standard Rural Residential Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pay Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	

Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	
HD Set Top Box	\$200.00	
ONT/Router Combo	\$300.00	
ONT	\$140.00	
Router	\$140.00	
ONT Battery Backup	\$75.00	
Media Over Cable Converter	\$150.00	
8 Port Ethernet Switch	\$75.00	
WiFi Extender	\$175.00	
Fiber Jumper	Cost + 10%	
Fiber Drop	Cost + 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all residential rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after May 1, 2023. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this 24th day of March 2024.

ATTEST:

~~Deb White~~ Dom Selgrade, Board
Chair

Monica Thompson, Board Secretary

Rates

Business

Internet Monthly Recurring Charges

Internet Shared Symmetrical

100Mbps*	\$79.00
250Mbps*	\$129.00
500Mbps*	\$249.00
1,000Mbps*	\$479.00

Internet Dedicated Symmetrical

10Mbps*	\$69.00
25Mbps*	\$89.00
50Mbps*	\$129.00
100Mbps*	\$169.00
250Mbps*	\$299.00
500Mbps*	\$599.00
1,000Mbps*	\$1,199.00
2Gbps	\$1,779.00
3Gbps	\$2,329.00
4Gbps	\$2,849.00
5Gbps	\$3,349.00

*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal wiring.

TV Monthly Recurring Charges*

Basic Tier	\$47.00	
Expanded Tier	\$124.00	Includes Basic Tier
Family Tier	\$134.00	Includes Expanded Tier
Sports Tier	\$129.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
Hospitality Expanded Tier	\$95.00	Includes 3 free STB's
Hospitality Family Tier	\$100.00	Includes Hospitality Expanded and Hospitality Family Tier
Hospitality Sports Tier	\$105.00	Includes Hospitality Expanded and Hospitality Sports Tier
Hospitality Premiere Tier	\$110.00	Includes Hospitality Expanded, Hospitality Family and Hospitality Sports Tier
HD Set Top Box	\$6.00	Commercial 1st box free - Hospitality 3 boxes free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage

*TV service available only to customers within the Indianola city limits

Phone Monthly Recurring Charges

Local Phone Service	\$25.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service - Non-Profit	\$19.00	Non-Profit organization with no paid employees/staff
Local Phone Service with Long Distance Plan	\$39.00	Unlimited calling features. 1,500 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Block of 20 Direct Inward Dial Numbers (DID)	\$3.00	
SIP Session	\$19.00	

Call Features

Anonymous Call Rejection	\$0.00
Call Forward	\$0.00
Call Transfer	\$0.00
Call Waiting	\$0.00
Caller ID Name & Number	\$0.00
Circular Hunt	\$0.00
Three-Way Calling	\$0.00
Toll Deny	\$0.00
Voice Mail	\$0.00

Miscellaneous Recurring Charges

Static Public IP Address	\$9.00
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Subnet Origination Fee	\$75.00
Toll Free Number Fee	\$2.00
WiFi Extender	\$5.00
Battery Backup	\$4.00
Rack Space Rental	\$23.80

Per RU

Miscellaneous Non Recurring Charges

Standard Business Installation	\$100.00
Standard Rural Business Installation Charge	\$100.00
Rural Drop Installation Fee	Calculated
Hourly Installation Rate	\$75.00
Account Transfers	\$25.00
Non-Pay Reconnect	\$35.00
Service Trip Charge	\$35.00
After Hours Support Fee	\$150.00
After Hours Hourly Fee	\$100.00
Battery Backup 24 Hour	\$350.00

\$1/ft from the nearest hand hole to the demarc location at the house
Hourly charge for installation beyond standard

If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00 pm and 8:00 am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.

Miscellaneous Equipment Fees

Coaxial Jumper - 6 ft	\$5.00
Coaxial Jumper Over 6 ft	\$6.00
Cat 5 or 6 Jumper 6 ft	\$5.00
Cat 5 or 6 Jumper Over 6 ft	\$6.00
HDMI Cable 6 ft	\$10.00
HDMI Cable 15 ft	\$20.00
Power Strip	\$10.00

Plus \$.15/ft

Plus \$.15/ft

Unreturned/Damaged Equipment Fees

Remote Control	\$25.00
HD Set Top Box	\$200.00
ONT/Router Combo	\$300.00
ONT	\$140.00
Router	\$140.00
ONT Battery Backup	\$75.00
Media Over Cable Converter	\$150.00
8 Port Ethernet Switch	\$75.00
WiFi Extender	\$175.00
Fiber Jumper	Cost + 10%
Fiber Drop	Cost + 10%

Indianola Municipal Utilities
RESOLUTION NO. 2024-0185

**RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS
UTILITY COMMERCIAL RATES AND CHARGES**

WHEREAS, the Board of Trustees determines it is necessary and appropriate to amend the rates and charges of the Municipal Communications Utility.

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

Section 1. The rates and charges set out herein below are hereby adopted, to wit:
Business Rates

Internet Monthly Recurring Charges	
Internet Shared Symmetrical	
100Mbps*	\$79.00
250Mbps*	\$129.00
500Mbps*	\$249.00
1,000Mbps*	\$479.00
Internet Dedicated Symmetrical	
10Mbps*	\$69.00
25Mbps*	\$89.00
50Mbps*	\$129.00
100Mbps*	\$169.00
250Mbps*	\$299.00
500Mbps*	\$599.00
<u>1,000Mbps*</u>	<u>\$1,199.00</u>
<u>2Gbps</u>	<u>\$1,779.00</u>
<u>3Gbps</u>	<u>\$2,329.00</u>
<u>4Gbps</u>	<u>\$2,849.00</u>
<u>1,000Mbps*5Gbps</u>	<u>\$1,199.00\$3,349.00</u>
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal wiring.	

TV Monthly Recurring Charges*		
Basic Tier	\$ <u>475.00</u>	
Expanded Tier	\$ <u>12419.00</u>	Includes Basic Tier
Family Tier	\$ <u>13429.00</u>	Includes Expanded Tier
Sports Tier	\$129.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	

Hospitality Expanded Tier	\$95 80.00	Includes 3 free STB's
Hospitality Family Tier	\$100 85.00	Includes Hospitality Expanded and Hospitality Family Tier
Hospitality Sports Tier	\$105 90.00	Includes Hospitality Expanded and Hospitality Sports Tier
Hospitality Premiere Tier	\$110 95.00	Includes Hospitality Expanded, Hospitality Family, and Hospitality Sports Tier

HD Set Top Box Hospitality A-La-Carte Channels	\$6.00	Commercial 1st box free - Hospitality 3 boxes free
Restart/CatchUp TV Marquee Network	\$4.00 \$37.50	Fire Code Occupancy 0-50
Network DVR Marquee Network	\$10.00 \$50.00	150 hours storage - Includes Restart/CatchUp TV Fire Code Occupancy 51-100
DVR Expanded Storage Marquee Network	\$7.00 \$75.00	Additional 100 hours storage Fire Code Occupancy 101-150
*TV service available only to customers within the Indianola city limits Big Ten Network	\$37.50	Fire Code Occupancy 0-50
Big Ten Network	\$50.00	Fire Code Occupancy 51-100
Big Ten Network	\$75.00	Fire Code Occupancy 101-150
Fox Sports Midwest	\$37.50	Fire Code Occupancy 0-50
Fox Sports Midwest	\$50.00	Fire Code Occupancy 51-100
Fox Sports Midwest	\$75.00	Fire Code Occupancy 101-150
Fox Sports 1	\$23.00	
Fox Sports 2	\$23.00	
HD Set Top Box	\$6.00	Commercial 1st box free -- Hospitality 3 boxes free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage -- Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage
*TV service available only to customers within the Indianola city limits		

Phone Monthly Recurring Charges		
Local Phone Service	\$25.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service - Non-Profit	\$19.00	Non-Profit organization with no paid employees/staff
Local Phone Service with Long Distance Plan	\$39.00	Unlimited calling features. 1,500 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Block of 20 Direct Inward Dial Numbers (DID)	\$3.00	
SIP Session	\$19.00	

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Call Features		
Anonymous Call Rejection	\$0.00	
Call Forward Variable	\$0.00	
Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Circular Hunt	\$0.00	
Three-Way Calling	\$0.00	
Toll Deny	\$0.00	
Voice Mail	\$0.00	

Miscellaneous Recurring Charges		
Static Public IP Address	\$9.00	
Subnet Origination Fee	\$75.00	
Toll Free Number Fee	\$2.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	
Rack Space Rental	\$23.80	Per RU
Miscellaneous Non-Recurring Charges		
Standard Business Installation	\$100.00	
Standard Rural Business Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pav Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	

HD Set Top Box	\$200.00	
ONT/Router Combo	\$300.00	
ONT	\$140.00	
Router	\$140.00	
ONT Battery Backup	\$75.00	
Media Over Cable Converter	\$150.00	
8 Port Ethernet Switch	\$75.00	
WiFi Extender	\$175.00	
Fiber Jumper	Cost+ 10%	
Fiber Drop	Cost+ 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all commercial rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after May 1, 2024. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this 24th day of March 2024.

~~Deb White~~Dom Selgrade, Chairperson

ATTEST:

Monica Thompson Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Resolution Approving Telecommunication Residential Rates 2025

Recommendation:

Attachments: 1. Res 2025 Communications Residential Rate Resolution_

NOTICE OF RATES AND CHARGES OF THE MUNICIPAL COMMUNICATIONS UTILITY

Notice To Be Published

Indianola Municipal Utilities
RESOLUTION NO. 2025

RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS UTILITY RESIDENTIAL RATES AND CHARGES

WHEREAS, the Board of Trustees determines it is necessary and appropriate to adopt updated rates and charges of the Municipal Communications Utility.

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

Section 1. The rates and charges set out herein below are hereby adopted, to wit:

“Residential Rate Schedule”

Internet Monthly Recurring Charges	
Legacy Residential	Active customers within the city limits installed prior to May 1, 2023 with an 844G or 844E with 711, 716, 717 or 803 ONT
200Mbps*	\$64.00
400Mbps*	\$79.00
1,000Mbps*	\$109.00
Next Generation Residential	Customers within the city limits installed after May 1, 2023 with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT
300Mbps*	\$73.00
500Mbps*	\$88.00
1,000Mbps*	\$109.00
Next Generation Residential BYOD	Customers within the city limits providing their own router with 711, 717 or 803 ONT
200Mbps*	\$64.00
400Mbps*	\$79.00
1,000Mbps*	\$99.00
Next Generation Rural	Customers outside the city limits with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT
300Mbps*	\$83.00
500Mbps*	\$98.00
1,000Mbps*	\$119.00

Next Generation Rural BYOD	Customers outside the city limits providing their own router with 711, 717 or 803 ONT
200Mbps*	\$74.00
400Mbps*	\$89.00
1,000Mbps*	\$109.00
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal home wiring.	

TV Monthly Recurring Charges*		
Basic Tier	\$47.00	
Expanded Tier	\$124.00	Includes Basic Tier
Family Tier	\$1.00	Includes Expanded Tier
Sports Tier	\$129.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
HD Set Top Box	\$6.00	1st box free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage
*TV service available only to customers within the Indianola city limits		

Phone Monthly Recurring Charges		
Local Phone Service	\$19.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service with Long Distance Plan	\$29.00	Unlimited calling features included. 1,000 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Call Features		
Anonymous Call Rejection	\$0.00	
Call Forward Variable	\$0.00	

Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Priority Call	\$0.00	
Three-Way Calling	\$0.00	
Voice Mail	\$0.00	
Packages/Bundle Discounts		
Recurring Charges		
Triple Play	-\$30.00	Internet Service, Expanded TV Tier and Local Phone Service
Double Play TV	-\$20.00	Internet Service and Expanded TV Tier
Double Play Phone	-\$10.00	Internet Service and Local Phone Service

Miscellaneous Recurring Charges		
Static Public IP Address	\$5.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	Phone customers receive this for free
Miscellaneous Non Recurring Charges		
Standard Residential Installation	\$100.00	
Standard Rural Residential Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pay Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	

Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	
HD Set Top Box	\$200.00	
ONT/Router Combo	\$300.00	
ONT	\$140.00	
Router	\$140.00	
ONT Battery Backup	\$75.00	
Media Over Cable Converter	\$150.00	
8 Port Ethernet Switch	\$75.00	
WiFi Extender	\$175.00	
Fiber Jumper	Cost + 10%	
Fiber Drop	Cost + 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all residential rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after May 1, 2023. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this 24th day of March 2025.

ATTEST:

Dom Selgrade, Board Chair

Monica Thompson, Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: March 24, 2025
Subject: Resolution Approving Telecommunication Commercial Rates 2025

Recommendation:

Attachments: 1. Res-2025 Approve Communications-Commercial-Rates

Indianola Municipal Utilities
RESOLUTION NO. 2025

**RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS
UTILITY COMMERCIAL RATES AND CHARGES**

WHEREAS, the Board of Trustees determines it is necessary and appropriate to amend the rates and charges of the Municipal Communications Utility.

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

Section 1. The rates and charges set out herein below are hereby adopted, to wit:
Business Rates

Internet Monthly Recurring Charges	
Internet Shared Symmetrical	
100Mbps*	\$79.00
250Mbps*	\$129.00
500Mbps*	\$249.00
1,000Mbps*	\$479.00
Internet Dedicated Symmetrical	
10Mbps*	\$69.00
25Mbps*	\$89.00
50Mbps*	\$129.00
100Mbps*	\$169.00
250Mbps*	\$299.00
500Mbps*	\$599.00
1,000Mbps*	\$1,199.00
2Gbps	\$1,779.00
3Gbps	\$2,329.00
4Gbps	\$2,849.00
5Gbps	\$3,349.00
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal wiring.	

TV Monthly Recurring Charges*		
Basic Tier	\$47.00	
Expanded Tier	\$124.00	Includes Basic Tier
Family Tier	\$134.00	Includes Expanded Tier
Sports Tier	\$129.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	

Hospitality Expanded Tier	\$95.00	Includes 3 free STB's
Hospitality Family Tier	\$100.00	Includes Hospitality Expanded and Hospitality Family Tier
Hospitality Sports Tier	\$105.00	Includes Hospitality Expanded and Hospitality Sports Tier
Hospitality Premiere Tier	\$110.00	Includes Hospitality Expanded, Hospitality Family, and Hospitality Sports Tier

Phone Monthly Recurring Charges		
Local Phone Service	\$25.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service - Non-Profit	\$19.00	Non-Profit organization with no paid employees/staff
Local Phone Service with Long Distance Plan	\$39.00	Unlimited calling features. 1,500 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Block of 20 Direct Inward Dial Numbers (DID)	\$3.00	
SIP Session	\$19.00	

Call Features		
Anonymous Call Rejection	\$0.00	
Call Forward Variable	\$0.00	
Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Circular Hunt	\$0.00	
Three-Way Calling	\$0.00	
Toll Deny	\$0.00	
Voice Mail	\$0.00	

Miscellaneous Recurring Charges		
Static Public IP Address	\$9.00	
Subnet Origination Fee	\$75.00	
Toll Free Number Fee	\$2.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	
Rack Space Rental	\$23.80	Per RU
Miscellaneous Non-Recurring Charges		
Standard Business Installation	\$100.00	
Standard Rural Business Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pav Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	

HD Set Top Box	\$200.00	
ONT/Router Combo	\$300.00	
ONT	\$140.00	
Router	\$140.00	
ONT Battery Backup	\$75.00	
Media Over Cable Converter	\$150.00	
8 Port Ethernet Switch	\$75.00	
WiFi Extender	\$175.00	
Fiber Jumper	Cost+ 10%	
Fiber Drop	Cost+ 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all commercial rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after May 1, 2024. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this 24th day of March 2025.

Dom Selgrade, Chairperson

ATTEST:

Monica Thompson Board Secretary

MEMORANDUM

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

From:

Date: March 24, 2025

Subject: Consider approval of utility accounts to be written off and to use any customary collection method, including submission to the state offset program, and to charge any applicable collection fees.

Recommendation:

Attachments:

1. IMU Q4 Write Offs 2024
2. Master IMU Write Off Sheet 2024 Q4

IMU 2024 Q4 Write Offs

Electric Billed	\$3,990,834.71	
Electric Write-off	\$15,394.72	0.39%
Water Billed	\$912,989.70	
Water Write-off	\$2,129.05	0.23%
Telecom Billed	\$1,389,610.46	
Telecom Write-off	\$3,084.09	0.22%

Total # of accounts wrote off - 53

Service	Total Dollar Amount
Admin Fee Telecom	\$ 143.37
Electric	\$ 15,394.72
Internet	\$ 2,223.94
Video	\$ 681.43
Water	\$ 2,129.05
Phone	\$ 35.35
Grand Total	\$ 20,607.86

	Electric	Water	Fiber	Total		Billed	
2020 Q1	\$ -	\$ -	\$ -	\$ -		\$ -	2020 Q1
2020 Q2	\$ -	\$ -	\$ -	\$ -		\$ -	2020 Q2
2020 Q3	\$ -	\$ -	\$ -	\$ -		\$ -	2020 Q3
2020 Q4	\$ 94,423.05	\$ 10,258.90	\$ 21,030.59	\$ 125,712.54		\$ 22,791,382.92	2020 Q4
Total	94423.05	10258.9	21030.59		\$ 125,712.54	\$22,791,382.92	Total
2021 Q1	\$ 15,295.20	\$ 1,916.64	\$ 1,579.28	\$ 18,791.12		\$ 5,156,082.50	2021 Q1
2021 Q2	\$ 24,269.78	\$ 3,613.11	\$ 7,325.55	\$ 35,208.44		\$ 4,731,319.59	2021 Q2
2021 Q3	\$ 30,962.47	\$ 3,166.59	\$ 5,782.16	\$ 39,911.22		\$ 6,461,485.61	2021 Q3
2021 Q4	\$ 16,663.91	\$ 2,745.50	\$ 1,793.22	\$ 21,202.63		\$ 5,734,992.34	2021 Q4
Total	\$ 87,191.36	\$ 11,441.84	\$ 16,480.21		\$ 115,113.41	\$22,083,880.04	Total
2022 Q1	\$ 23,751.80	\$ 4,140.98	\$ 4,893.85	\$ 32,786.63		\$ 4,903,775.99	2022 Q1
2022 Q2	\$ 14,131.61	\$ 5,200.81	\$ 2,827.08	\$ 22,159.50		\$ 5,048,142.99	2022 Q2
2022 Q3	\$ 19,033.37	\$ 1,967.77	\$ 6,588.42	\$ 27,589.56		\$ 7,026,036.45	2022 Q3
2022 Q4	\$ 13,275.56	\$ 1,276.93	\$ 4,352.77	\$ 18,905.26		\$ 5,748,767.56	2022 Q4
Total	\$ 70,192.34	\$ 12,586.49	\$ 18,662.12		\$ 101,440.95	\$22,726,722.99	Total
2023 Q1	\$ 12,321.75	\$ 2,562.37	\$ 5,050.43	\$ 19,934.55		\$ 5,536,842.34	2023 Q1
2023 Q2	\$ 17,161.87	\$ 3,994.19	\$ 5,198.47	\$ 26,354.53		\$ 5,247,361.73	2023 Q2
2023 Q3	\$ 26,887.28	\$ 4,348.64	\$ 8,319.25	\$ 39,555.17		\$ 6,918,285.58	2023 Q3
2023 Q4	\$ 19,205.96	\$ 1,952.72	\$ 3,048.12	\$ 24,206.80		\$ 6,234,078.30	2023 Q4
Total	\$ 75,576.86	\$ 12,857.92	\$ 21,616.27		\$ 110,051.05	\$23,936,567.95	Total
2024 Q1	\$ 8,673.83	\$ 1,038.14	\$ 3,614.35	\$ 13,326.32		\$ 4,494,521.28	2024 Q1
2024 Q2	\$ 17,887.36	\$ 2,169.98	\$ 4,021.45	\$ 24,078.79		\$ 5,258,652.65	2024 Q2
2024 Q3	\$ 29,193.87	\$ 3,786.37	\$ 7,310.16	\$ 40,290.40		\$ 6,511,635.81	2024 Q3
2024 Q4	\$ 15,394.72	\$ 2,129.05	\$ 3,084.09	\$ 20,607.86		\$6,293,434.87	2024 Q4
Total	\$ 71,149.78	\$ 9,123.54	\$ 18,030.05		\$ 98,303.37	\$22,558,244.61	Total
2025 Q1				\$ -			2025 Q1
2025 Q2				\$ -			2025 Q2
2025 Q3				\$ -			2025 Q3
2025 Q4				\$ -			2025 Q4
Total	\$ -	\$ -	\$ -		\$ -	\$0.00	Total

0.55%

0.52%

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0.44%

2020-2025	Electric	Water	Fiber	2020-2025 Total
Totals	\$ 398,533.39	\$ 56,268.69	\$ 95,819.24	\$114,096,798.51
Averages	\$ 66,422.23	\$ 9,378.12	\$ 15,969.87	\$ 19,016,133.09