



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
MONDAY, AUGUST 15, 2016 AT 7:00 P.M.  
IN THE COUNCIL CHAMBERS

1. Roll Call
2. Perfecting And Approval Of Agenda
  - 2.A. Perfecting And Approval Of The Agenda

Documents:

[08.15.16 - AGENDA - COUNCIL.PDF](#)

3. Consent Agenda
  - 3.A. Consent Agenda

Documents:

[3 - CONSENT AGENDA.PDF](#)

4. Public Hearing
  - 4.A. Public Hearing

Documents:

[GRINNELL - EID PUBLIC HEARING INFORMATON FOR SRF.PDF](#)

5. Meeting Minutes/Communications
  - 5.A. Meeting Minutes And Communications

Documents:

[5 - MEETING MINUTES AND COMMUNICATIONS.PDF](#)

6. Committee Business
  - 6.A. Report From The Finance Committee
    - 6.A.1. Report From The Finance Committee

Documents:

[6A - FINANCE COMMITTEE AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

- 6.B. Report From Planning Committee

6.B.1. Report From The Planning Committee

Documents:

[6B - PLANNING COMMITTEE AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

6.C. Report From Public Safety Committee

6.C.1. Report From The Public Safety Committee

Documents:

[6C - PUBLIC SAFETY COMMITTEE AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

6.D. Report From Public Works And Grounds Committee

6.D.1. Report From The Public Works And Grounds Committee

Documents:

[6D - PUBLIC WORKS AND GROUNDS COMMITTEE AND SUPPORTING DOCUMENTS.PDF](#)

7. Inquires

8. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
**MONDAY, AUGUST 15, 2016 AT 7:00 P.M.**  
IN THE COUNCIL CHAMBERS

***TENTATIVE AGENDA***

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- 1) Roll Call:
- 2) Perfecting and Approval of Agenda
- 3) Consent Agenda:  
*All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.*
  - Previous minutes as drafted from the Monday, August 1, 2016 Regular Session.
  - Approval liquor license renewals:
    - La Casa de Pancho, 915 Main Street
  - Accept new employee hires and promotions:
    - Nathan Anderson, Police Officer, \$21.48 an hour, effective August 26, 2016, contingent on passing of pre-employment examinations.
  - Approve Grinnell Chamber of Commerce request for access to the public streets for Grinnell High School Homecoming parade on Thursday, October 6, 2016 beginning at 4:30 p.m.
  - Approve IDOT application and agreement for use of highway right-of-way for curb and gutter replacement for S & F Underground Inc.
  - Approve Tax Abatement application for Melvin Beck Construction, 715-717 Spring Street (See Resolution No. 2016-161).
  - Appoint Duane Neff as the Title VI Coordinator (See Resolution No. 2016-162).
  - Review Campbell Fund requests.
- 4) Public Hearing:
  - Regarding Proposed Improvements to the wastewater treatment facility and the purpose of informing residents of the proposed action, actual cost and user fees associated.
- 5) Meeting Minutes/Communications:
  - a) Finance Committee minutes: August 1, 2016.
  - b) Planning Committee minutes: August 1, 2016.
  - c) Public Safety Committee minutes: August 1, 2016,
  - d) Public Works and Grounds Committee minutes: August 1, 2016.
  - e) July 2016 Treasurer's Report.
  - f) July 2016 Monthly Building Permit Report.
  - g) July 2016 Monthly Police Report.

6) Committee Business:

A. Report from the Finance Committee

1. Consider resolution approving professional services agreement with RDG Planning and Design for the City Hall Relocation (See Resolution No. 2016-163).

B. Report from the Planning Committee

1. Update on development of an improvement plan for the downtown.
2. Review working draft of the capital improvement plan.
3. Discussion in regard to entrance sign improvements.

C. Report from the Public Safety Committee

1. Consider first reading of an ordinance amending provisions pertaining to interference with official acts (See Ordinance No. 1426).

D. Report from the Public Works and Grounds Committee

1. Consider resolution approving an application to the clean water SRF water restoration sponsored project program (See Resolution No. 2016-164).
2. Update on water meter replacement program and online monthly utility billing.
3. Discuss the inclusion of a new cemetery road in the capital improvement plan.
4. Consider the policy in regard to monument decorations at the cemetery.
5. Discuss recycling program and the value of recycled materials.

7) Inquiries:

8) Adjourn



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
**MONDAY, AUGUST 1, 2016 AT 7:00 P.M.**  
IN THE COUNCIL CHAMBERS

**MINUTES**

The Grinnell City Council met in regular session Monday, August 1, 2016 at 7:00 p.m. in the council chambers. Mayor Canfield presided with all of the council members in attendance. Also in attendance were George Christinson, David Isch, David Isch, Terry Burnell, Shawn Peterson, Travis Puls, Randy Hotchkin, Joan Ohnemus, Doris Sundell, Don Sundell, Rich Dana, Tammy L. Havlik, Chris Johnson, Dennis Reilly, Russ Behrens and Kay Cmelik

**AGENDA AND CONSENT AGENDA**

White made the motion, second by Hueftle-Worley to approve the agenda. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by White to approve the consent agenda as follows:

- Previous minutes as drafted from the Monday, July 18, 2016 Regular Session.
- Approve city claims and payroll claims from July 6, 2016 through and including August 1, 2016.
- Approve hiring of Case Fenner and David Krumm as Library Pages at \$7.35 an hour.
- Accept resignation of Police Officer Jeff Reinhard effective August 11, 2016.
- Approve Cigarette/Tobacco/Nicotine/Vapor Permit for Atmosphere Vapors effective August 1, 2016 located at 818 5<sup>th</sup> Avenue.
- Approve request from Grinnell Vintage Auto Club to hold the 43<sup>rd</sup> Annual Grinnell Vintage Auto Show in Bailey Park on Friday, August 19 and Saturday, August 20.
- Approve request from the Grinnell Lions Club for their 2016 Grinnell Lions Ag Day to be held on Thursday, August 25, 2016 with the rain date of Thursday, September 1, 2016 with proposed location of Broad Street from 4<sup>th</sup> Avenue to 5<sup>th</sup> Avenue using both sides of the street.
- Approve Interstate Power and Light's application and agreement for use of highway right-of-way for utilities accommodation.
- Review Campbell Fund requests.

AYES: 6-0. Motion carried.

**ROUTINE BUSINESS**

The council acknowledged receipt of the previous council committee and other committee meeting minutes as follows:

- a) Finance Committee minutes: July 18, 2016.
- b) Planning Committee minutes: July 18, 2016.
- c) Public Safety Committee minutes: No Meeting,
- d) Public Works and Grounds Committee minutes: July 18, 2016.
- e) Library Board minutes: June 22, 2016.
- f) Airport Advisory Committee minutes: July 25, 2016.
- g) Annual Financial Report for FY 2016.

No action was necessary.

## **FINANCE COMMITTEE**

Wray made the motion, second by White to approve Resolution No. 2016-147 –A resolution approving a professional service agreement with Greater Poweshiek Community Foundation for the benefit of the Skate Park Campaign. AYES: 6-0. Motion carried.

Wray made the motion, second by Hansen to approve Resolution No. 2016-148 - Resolution authorizing a sub-lease between the city of Grinnell and Mid-Iowa Futbol, Inc. for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-149 - Resolution authorizing Mayor and City Clerk to sign lease agreement for Youth Soccer Fields and Concession Stand. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-150 - Resolution approving the recreation license agreement for the Charles Benson Bear '39 Recreation and Athletic Center between the city and Grinnell College. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-151 - Resolution authorizing the following institutions as depositories for public funds for the city of Grinnell and rescinding Resolution No. 3405. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-152 - Resolution directing that the lease on certain real estate be terminated and that notice be given to tenant – Airport. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-153 - Resolution directing that the lease on certain real estate be terminated and that notice be given to tenant- Wastewater Treatment Plant. AYES: 6-0. Motion carried.

## **PLANNING COMMITTEE**

Bly made the motion, second by Burnell to approve the recommendation from Airport Advisory Committee in regard to temporary accessory building and direct staff to begin negotiations with the FAA regarding a lease agreement for the same. AYES: 6-0. Motion carried.

The City Manager provided an update on Central Park plan modifications at the interface with the property adjacent to Veterans Building. Greg Roth, City Engineer of Veenstra and Kimm, Inc, gave the specific details on the proposed modifications and how it impacts both the Central Park Improvement Project and Central Business District Phase 5 Project. He stated there is a real expense for these modifications. It is not cheap but they believe they have a good way of addressing the issue. The Veterans Commission will consider approval of the proposed modifications on Tuesday. If the Commission doesn't accept it, the city will move on without any improvements to the area adjacent to the Veterans building. The projects cannot be delayed any longer. No action was necessary.

The council discussed briefly the creation of a task force for the implementation of the Rental Inspection Program. No action was necessary.

The council began discussions on the process and priorities for a sidewalk improvement program. No action was taken.

The council had discussions on the process of performing an assessment of the Central Business District and creating an improvement plan. The plan would be directed at improving the vibrancy and stress the economic development of the area. No action was taken.

The council briefly discussed the update to capital improvement plan for FY 18-22. No action was taken.

## **PUBLIC SAFETY COMMITTEE**

The council discussed the creation of the Officer Warren Binegar memorial at U.S. Highway 6 underpass. The Iowa Department of Transportation has given the city the authority to place Officer Warren Binegar memorial signs on Highway 6 for the Highway 6 Underpass. The Police Officer's Association will work on the signs and present the same at a later date. No action was taken.

The group was reminded of National Night Out on Tuesday, August 2 from 6:30 p.m. to 8:00 p.m. in the designated parks.

## **PUBLIC WORKS AND GROUNDS COMMITTEE**

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-154 - Resolution approving contract for construction materials testing services for Highway 146 and 420<sup>th</sup> Avenue widening and improvements project with Terracon Consultants, Inc. of Des Moines, Iowa. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Bly to approve Resolution No. 2016-155 - Resolution authorizing payment of contractor's pay request No. 1 in the amount of \$171,072.48 to Manatts Inc of Brooklyn Iowa for work completed on the Highway 146 and 420<sup>th</sup> Avenue Widening and Improvements Project. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-156 - Resolution authorizing payment of contractor's pay request No. 2 in the amount of \$133,052.25 to Bushong Construction Company, Inc. of Montezuma, Iowa for work completed on the Central Park Improvements Project. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Bly to approve Resolution No. 2016-157 - Resolution authorizing payment of contractor's pay request No. 3 in the amount of \$240,975.81 to Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-158 - Resolution approving contract change order No. 5 in the amount of \$42,678.00 for a net increase to the contract with Garling Construction, Inc. for the CDBG Downtown Revitalization Façade Project. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Bly to approve Resolution No. 2016-159 - Resolution authorizing payment of contractor's pay request No. 6 in the amount of \$118,473.55

to Garling Construction, Inc of Belle Plaine, Iowa for the work completed on CDBG Downtown Revitalization Façade Project. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-160 - Resolution authorizing payment of contractor's pay request No. 4 in the amount of \$248,068.74 to Absolute Concrete, Inc. of Slater, Iowa for the work performed on Highway 146N Construction Project. AYES: 6-0. Motion carried.

The council reviewed possible storm water management projects as part of Iowa Department of Natural Resource's State Revolving Fund for Wastewater Treatment Plant. No action was taken.

**INQUIRIES:**

Randall Hotchkin of 1632 7<sup>TH</sup> Avenue spoke regarding the vacancy on the Veterans Commission. No official action was taken.

**ADJOURNMENT**

Wray made the motion, second by White to adjourn the meeting 7:24 P.M. AYES: All. Motion carried.

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GORDON R. CANFIELD, MAYOR

ATTEST:

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P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

**Applicant License Application ( LC0042124 )**

<b>Name of Applicant:</b> <u>Playalarga 3, LLC</u>		
<b>Name of Business (DBA):</b> <u>La Casa de Pancho</u>		
<b>Address of Premises:</b> <u>915 Main Street</u>		
<b>City</b> <u>Grinnell</u>	<b>County:</b> <u>Poweshiek</u>	<b>Zip:</b> <u>50112</u>
<b>Business</b>	<u>(520) 510-4195</u>	
<b>Mailing</b>	<u>915 Main Street</u>	
<b>City</b> <u>Grinnell</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50112</u>

**Contact Person**

<b>Name</b> Eric Martinez
<b>Phone:</b> (520) 510-4195 <b>Email</b> ericmartinez586@yahoo.com

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 09/17/2015

**Expiration Date:** 09/16/2016

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>
<b>Corporate ID Number:</b> <u>505702</u> <b>Federal Employer ID</b> <u>474673622</u>

**Ownership**

**Eric Martinez**

**First Name:** Eric      **Last Name:** Martinez  
**City:** Grinnell      **State:** Iowa      **Zip:** 50112  
**Position:** Manager  
**% of Ownership:** 50.00%      **U.S. Citizen:** **Yes**

**Leticia Rosas**

**First Name:** Leticia      **Last Name:** Rosas  
**City:** Maquoketa      **State:** Iowa      **Zip:** 52060  
**Position:** Owner  
**% of Ownership:** 50.00%      **U.S. Citizen:** **Yes**

**Insurance Company Information**

<b>Insurance Company:</b> <u>Travelers Casualty &amp; Surety Company of America</u>
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**Policy Effective Date:** 09/17/2015

**Policy Expiration** 09/17/2016

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**



August 10, 2016

Kay Cmelik  
City Of Grinnell  
927 Fourth Avenue  
Grinnell, Iowa 50112

Dear Kay,

In conjunction with the Grinnell-Newburg School District, we are requesting through the City Council a request for access to the public streets for this year's Grinnell High School Homecoming Parade on Thursday, October 6, 2016 at 5:30pm. Lineup for the parade will begin at 4:30pm.

This year the parade will use 11<sup>th</sup> Avenue, Reed Street, 8<sup>th</sup> Avenue and Sunset Street. The formation area will be in the former Iowa Telecom parking lot on the north side of the building. The route itself will begin on 11<sup>th</sup> Avenue heading east, south on Reed Street, west on 8<sup>th</sup> Avenue and north on Sunset.

The Grinnell-Newburg School District is planning a pep rally, and Dollars for Scholars fundraiser following the parade at approximately 6:30pm in the high school gymnasium.

If you have any questions, or need any additional information, please feel free to contact me at [events@getintogrinnell.com](mailto:events@getintogrinnell.com). Thank you for your consideration of this request.

Regards,

Rachael Kinnick  
Chamber Director  
Grinnell Chamber of Commerce

cc: Theresa Petersen; Dennis Reilly; Dave Popp; Kevin Seney; Chris Coffman

**APPLICATION TO PERFORM WORK  
WITHIN STATE HIGHWAY RIGHT-OF-WAY**

**FOR DEPARTMENT USE ONLY**

Permit Number	Highway Number	County Polk
DOT Project Number		Expiration/Completion Date

**APPLICANT (INDIVIDUAL OR COMPANY) (ASSISTANCE FROM DEPARTMENT AVAILABLE UPON REQUEST)**

First Name <u>Jack</u>	Middle <u>L.</u>	Last Name <u>Schmidt</u>	Phone Number <u>641-990-6300</u>	Ext.
Company Name <u>S &amp; F Underground Inc.</u>			Phone Number <u>641-236-8995</u>	Ext.
Street Address <u>603 Penrose St.</u>		City/Town <u>Grinnell</u>	State <u>Ia.</u>	ZIP Code <u>50112</u>

**WORK TO BE ACCOMPLISHED**

Approval is hereby requested to enter within the state right-of-way and to complete the proposed work as detailed on the attachments and further described as follows:

Demolition & replacement of curb & gutter west of Broad St approximately 100' on south side of HWY #6

and shall be located as shown on the detailed plan attached hereto. (See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements.)

**WORK SITE LOCATION**

The proposed work as described above is located in Section \_\_\_\_\_, Twp. 80N, Range 16 W on Highway No. 6 generally located \_\_\_\_\_ (miles) (direction) from In the City of Grinnell (city, county line, or other land line). Work proposed is more specifically located as being from \_\_\_\_\_ (Milepost #) and \_\_\_\_\_ (Highway Station) to \_\_\_\_\_ (Milepost #) and \_\_\_\_\_ (Highway Station) on the \_\_\_\_\_ side of highway.

**Applicant Signature and Agreement**

The undersigned have read the stipulations of this permit agreement as stated as well as attachments which may be included and by signing this application agree to abide by all stipulations and to complete the work as proposed in compliance with the stipulations and attachments within one year from the date Department approval is received for said request. Failure on the part of the applicant to abide by the stipulations or to construct the work desired as stipulated and within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless the State of Iowa and the Iowa Department of Transportation from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

Applicant Name (First, M.I., Last - Print or Type)	Applicant Signature (Handwritten)	Date
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**CITY ACTION (IF PROPOSED WORK IS WITHIN AN INCORPORATED CITY, CITY ACTION IS REQUIRED)**

"The undersigned city joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned city and recommends action on said permit application as noted below by the delegated city official".

Recommend Approval       Do Not Recommend Approval       None Required

Handwritten Signature <u>Gordon R Canfield</u>	Title <u>Mayor</u>	Date <u>8/11/16</u>
Type or Print Name <u>Gordon R Canfield</u>		Authorized Official for the City of <u>Grinnell, Iowa</u>

**FEDERAL HIGHWAY ADMINISTRATION ACTION (DEPARTMENT REPRESENTATIVE WILL REVIEW THE REQUEST AND OBTAIN FHWA ACTION, WHEN NECESSARY)**

Recommend Approval       Do Not Recommend Approval       None Required

Authorized FHWA Representative Signature	Date
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(DOT Final Action and Agreements on next page)

RESOLUTION NO. 2016-161

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO 2013 CENTRAL URBAN REVITALIZATION PLAN (Melvin Beck Construction, 715-717 Spring Street).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: 715-717 Spring Street

All qualified real estate assessed as multi-residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 15th day of July, 2016.

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Gordon Canfield, Mayor

Attest:

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P. Kay Cmelik, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE  
2013 CENTRAL URBAN REVITALIZATION PLAN  
FOR GRINNELL, IOWA

Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE 2013 CENTRAL URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA

The 2013 Central Urban Revitalization Plan allows property tax exemptions as follows:

All qualified real estate assessed as multiresidential or commercial that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as commercial. 100% abatement for 3 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

In order to be eligible, the property must be located in the 2013 Central Urban Revitalization Area.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1<sup>st</sup> following the year that the improvements are first assessed for taxation.\*

Address of Property: 715-717 Spring St Grinnell Ia

Legal Description: \_\_\_\_\_

Title Holder or Contract Buyer: Melvin Beck Construction

Address of Owner (if different than above): 625 Penrose

Phone Number (to be reached during the day): 234 6661

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to \_\_\_\_\_ [insert date of adoption of the Plan]? Yes \_\_\_ No

Existing Property Use:  Residential \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Vacant

Proposed Property Use: Duplex

Nature of Improvements:  New Construction \_\_\_ Addition \_\_\_ General Improvements

Specify: \_\_\_\_\_

Permit Number(s) from the City of Grinnell Building Department

Date Permit(s) Issued: 4-26-16

Permit(s) Valuation: 185,000. [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: July 2016

Estimated or Actual Cost of Improvements: \$250,000.

Signature: Donna Beck

Name (Printed) Donna Beck

Title: Sec

Company: Melvin Beck Const. Inc

Date: 8-4-16

**FOR CITY USE**

CITY COUNCIL	Application Approved/Disapproved
	Reason (if disapproved)
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or No eligible for Tax Abatement _____
	Assessor _____ Date _____

\* Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the 2013 CENTRAL URBAN REVITALIZATION PLAN, available at City Hall.

**ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION**

**This Application is to be forwarded by the City to the County Assessor by March 1.**



# CITY OF GRINNELL

927 4<sup>th</sup> Avenue  
Grinnell, IA 50112-2043  
641-236-2600 FAX 641-236-2626

## NEW RESIDENTIAL BUILDING PERMIT

PERMIT #:	20160252	DATE ISSUED:	4/26/2016
JOB ADDRESS:	717 SPRING ST	LOT #:	12
PARCEL ID:	180-0686900	BLK #:	8
ADDITION:	HADLEY'S	ZONING:	R-1
TOWNSHIP:	16	RANGE:	8
SECTION:	9		
ISSUED TO:	MELVIN BECK CONSTRUCTION	CONTRACTOR:	BIG SHOW ENTERPRISES
ADDRESS:	625 PENROSE STREET	ADDRESS:	3264 70TH ST
CITY, STATE ZIP:	GRINNELL IA 50112	CITY, STATE ZIP:	GRINNELL IA 50112
PHONE:		PHONE:	
PROP. USE:		OCCP TYPE:	R-3 ONE/TWO FAMILY
VALUATION:	\$ 185,000.00	CNST TYPE:	VB
SQ FT:	0.00		
SCOPE OF WORK: DEMOLISH STRUCTURE AND CONSTRUCTING A DUPLEX			

DESCRIPTION	CONTRACTOR	AMOUNT
NEW RESIDENTIAL BUILDING	BIG SHOW ENTERPRISES	\$ 1,800.06
DEMOLITION	MELVIN BECK CONSTRUCTION	\$ 231.81
ELECTRICAL	S&S PLUMBING HEATING & AIR CON	\$ 0.00
MECHANICAL	GERMAN PLUMBING HEATING & COOL	\$ 0.00
PLUMBING	GERMAN PLUMBING HEATING & COOL	\$ 0.00
<b>TOTAL</b>		<b>\$ 2,031.87</b>

**NOTICE**

**THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.**

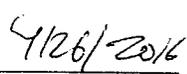
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

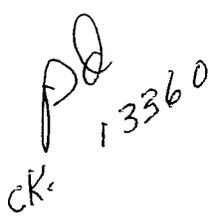
THE BELOW SIGNED ACKNOWLEDGES CITY COUNCIL APPROVAL IS NEEDED PRIOR TO CONSTRUCTION FOR ANY URBAN REVITALIZATION TAX EXEMPTION.

\_\_\_\_\_  
(SIGNATURE OF CONTRACTOR OR PROPERTY OWNER/AGENT)

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
(APPROVED BY)

  
\_\_\_\_\_  
DATE

  
ck  
13360

**RESOLUTION 2016-162**

RESOLUTION APPOINTING TITLE VI COORDINATOR FOR CITY OF GRINNELL

The city of Grinnell hereby appoints Duane Neff, Director of Building and Planning/Maintenance, the Title VI Coordinator for the city of Grinnell. The coordinator will be responsible for implementing and monitoring the local public agency's Title VI program per the agreement, and is the representative for issues and actions pertaining to the agreement.

Passed and approved this 15<sup>th</sup> day of August, 2016.

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Gordon Canfield, Mayor

ATTEST:

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P. Kay Cmelik, City Clerk/Finance Director

**Why You Should Read This:** The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



## **IOWA STATE REVOLVING FUND**

### **ENVIRONMENTAL INFORMATION DOCUMENT**

#### ***PROJECT IDENTIFICATION***

**Applicant:** City of Grinnell  
**County:** Poweshiek  
**State:** Iowa

**SRF Number:** CS1920762 01  
**IDNR Project Number:** S2014-0189

#### ***COMMUNITY DESCRIPTION***

**Location:** The City of Grinnell is located in Poweshiek County approximately 15 miles east of Newton, Iowa.

**Population:** The population of Grinnell according to the 2010 US Census was 9,213. Projected design population is for the year 2038, or 10,500.

**Current Waste Treatment:** The existing wastewater treatment facility (WWTF) was originally constructed in 1928. The facilities were expanded in 1950 & 1986 and also received improvements in 1994. The WWTF utilizes the single rock media trickling filter process consisting of the following items: screening and flow measurement, grit removal, pre-aeration basin and primary clarifiers, trickling filter, final clarifiers, and anaerobic sludge digester. Sludge is stored in the sludge storage tanks. The WWTF also utilizes a 3-cell stormwater equalization basin. The WWTF currently does not include disinfection as part of the wastewater treatment process.

#### ***PROJECT DESCRIPTION***

**Purpose:** The purpose of this project is to make improvements to the wastewater treatment facilities to enhance reliability, increase capacity and to replace obsolete system components to safely operate the City of Grinnell's wastewater system for the next 20 years.

**Proposed Improvements:** The proposed project includes converting the existing WWTF to a mechanical treatment facility utilizing an oxidation ditch process with an anoxic swing basin. The project includes construction of a new headworks building with mechanical screen and grit removal equipment, new aerobic digester for sludge treatment, new building for sludge thickening equipment, new oxidation ditch process for secondary treatment, two new final clarifiers, new activated sludge pump station, new ultra-violet (UV) disinfection system, new equipment for the existing sludge storage tank, new administration building and associated site work and piping. In addition, the project will include equipment and storage capacity upgrades to the existing equalization basin and improvements to electrical supply including a new backup generator, SCADA system and controls.

**Receiving Stream:** The treated wastewater from the wastewater treatment facility discharges an unnamed creek which flows to Sugar Creek, tributary to the North Skunk River. Both the unnamed creek and Sugar Creek have a recreational use stream designation of Class A2, for waters recreational or other uses include contact that is either incidental or accidental such as fishing, commercial and recreational boating, any limited contact incidental to shoreline activities and activities in which users do not swim or float in the water body while on a boating activity. They also have an aquatic use stream designation of Class B(WW-2), for small perennially flowing streams that are capable of supporting a residential aquatic community that includes a variety of native non-game fish and invertebrate species. The flow and other physical characteristics limit the maintenance of warm water game fish populations.

### ***ALTERNATIVES CONSIDERED***

**Alternatives Considered:** Various processes for wastewater treatment were evaluated including the oxidation ditch process with anoxic swing basin (proposed alternative), conventional activated sludge using the MLE process, and trickling filter process with fixed bed bioreactor. In addition, several options for disinfection were considered including UV disinfection (selected alternative), gas chlorination/dechlorination and bulk liquid chlorination/dechlorination.

**Reasons for Selection of Proposed Alternative:** The No-Action alternative is not viable in order for the city to meet the wastewater effluent limits and requirements specified in the current NPDES permit. The proposed improvements were deemed the most effective and cost efficient alternatives.

The project site was selected for the availability of land (it is already City-owned) as well as minimization of the impacts to the environment.

***MEASURES TAKEN TO ASSESS IMPACT*****Coordination and Documentation with Other Agencies and Special Interest**

**Groups:** The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

U.S. Army Corps of Engineers  
U.S. Fish and Wildlife Service  
State Historical Society of Iowa (State Historical Preservation Office)  
Iowa DNR Conservation and Recreation Division  
Iowa DNR Water Resources Section  
Citizen Band Potawatomi Indian Tribe  
Delaware Tribe of Indians  
Flandreau Santee Sioux  
Ho-Chunk Nation  
Iowa Tribe of Kansas and Nebraska  
Iowa Tribe of Oklahoma  
Kickapoo Tribe in Kansas  
Kickapoo Tribe of Oklahoma  
Lower Sioux Indian Community Council  
Miami Tribe of Oklahoma  
Omaha Tribal Council  
Osage Tribal Council  
Otoe-Missouria Tribe  
Pawnee Nation of Oklahoma  
Peoria Tribe of Indians of Oklahoma  
Ponca Tribe of Indians of Oklahoma  
Ponca Tribe of Nebraska  
Prairie Band Potawatomi Nation  
Prairie Island Indian Community  
Sac & Fox Nation of Mississippi in Iowa  
Sac & Fox Nation of Missouri  
Sac & Fox Nation of Oklahoma  
Santee Sioux Nation  
Shakopee Mdewakanton Sioux Community  
Sisseton-Wahpeton Oyate  
Spirit Lake Tribal Council  
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations  
Upper Sioux Tribe  
Winnebago Tribal Council  
Yankton Sioux Tribal Business and Claims Committee  
Grinnell Historic Preservation Commission

To date, no adverse comments have been received from any agencies or general public. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

## ***ENVIRONMENTAL IMPACT SUMMARY***

**Construction:** Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb soils over an area greater than one acre; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Therefore, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

This project may require the disposal of sewage sludge. It is the responsibility of the applicant to ensure that the disposal of any sewage sludge complies with applicable requirements found in 40 CFR Part 503 and 567 Iowa Administrative Code IAC 67. Properties that contain regulated materials are located within or very near the proposed project area. If construction activities find an unknown area of contamination, it is the responsibility of the applicant to follow the procedure for notification of hazardous conditions (567 IAC 131.2). Excavated soil that contains a hazardous substance must be assessed and properly disposed of (567 IAC 100.4).

**Historical/Archaeological:** The State Historical Preservation Office (SHPO), the Certified Local Government and various Native American tribes with an interest in the area were provided information regarding the project. The DNR has determined, and the SHPO has agreed (R&C #160279010), that this undertaking will result in “no historic properties effected” based on the scope of the project, the prior use of the project area, and the findings of the Phase I Archeological Survey conducted on the project property. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to

avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior's professional qualifications standards (36 CFR Part 61).

**Environmental:** According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The U.S. Army Corps of Engineers concurs that the project will not impact wetlands. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact threatened or endangered species or their habitats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. Once the necessary Flood Plain Development Permit is acquired, no adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. According to the Iowa DNR Water Resources Section, this project does not require a state-issued flood plain development permit. In addition, Poweshiek County has determined the project does not require a local flood plain development permit. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity.

**Land Use and Trends:** The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Grinnell in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

**Irreversible and Irrecoverable Commitment of Resources:** Fuels, materials, and various forms of energy will be utilized during construction.

### ***POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT***

Positive environmental effects will be improved treatment of the wastewater from the City of Grinnell, compliance with current NPDES effluent discharge permit limits, reduced discharge of the pollutants and nutrients to the receiving stream, and improved water quality in the receiving stream.

### ***SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT***

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.

- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands.
- The project will not affect threatened and endangered species or their habitats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project does not require a flood plain development permit from the IDNR or Poweshiek County.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- No Historic Properties will be adversely affected by the proposed project. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

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Signature of the Water Resources Director, City of Grinnell

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Date

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Printed Name of the Water Resources Director, City of Grinnell

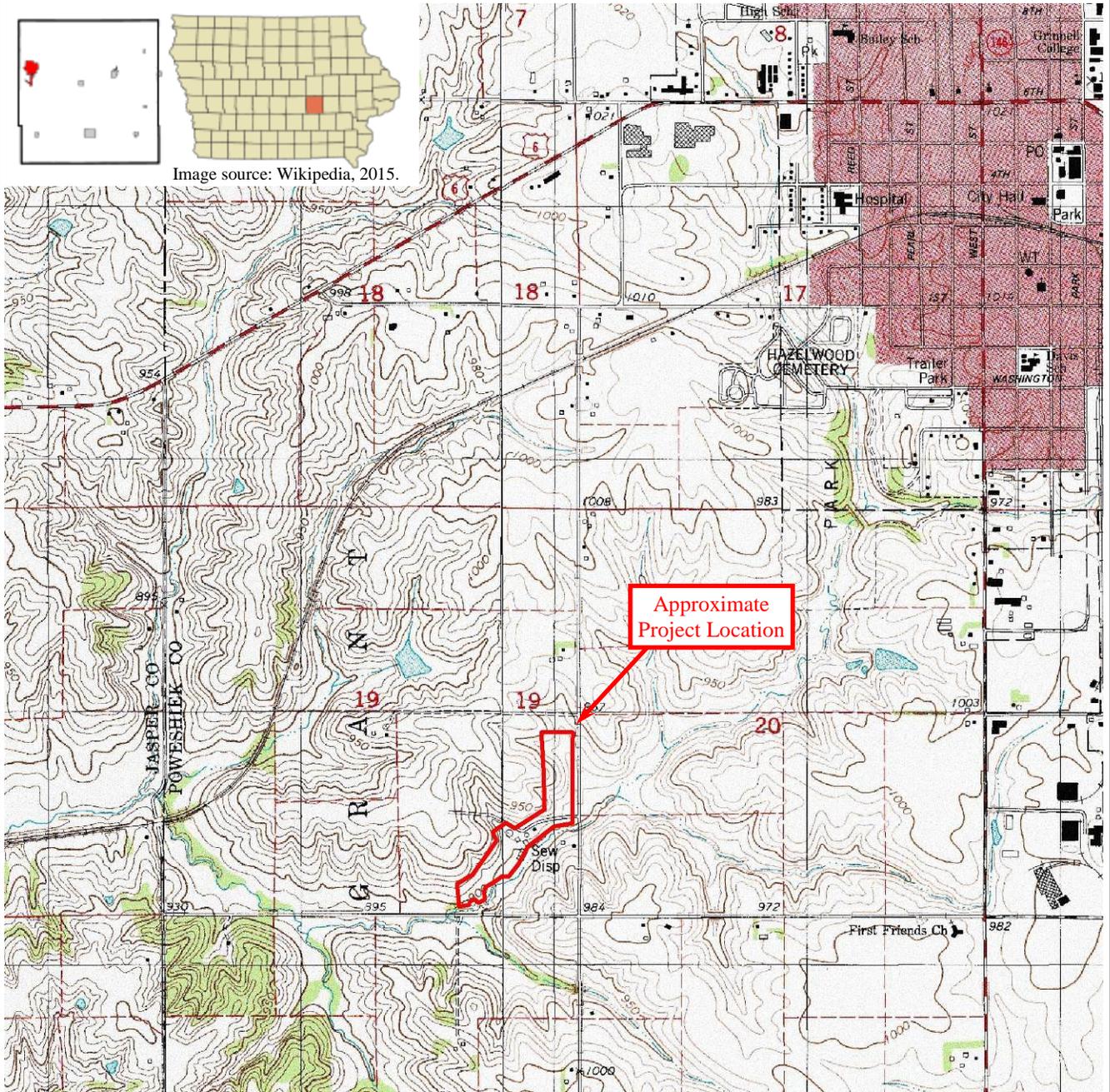
**USGS 7.5 Minute Quadrangles: Grinnell South & Oakland Acres**  
**Section: 19, Township: 80 N, Range: 16 W**  
**Date: 1979-80**  
**Scale: 1 Inch = 2,000 Feet**



**North**



Image source: Wikipedia, 2015.



## USGS Topographic Map

Grinnell Wastewater Treatment Facility Upgrade  
Grinnell, IA

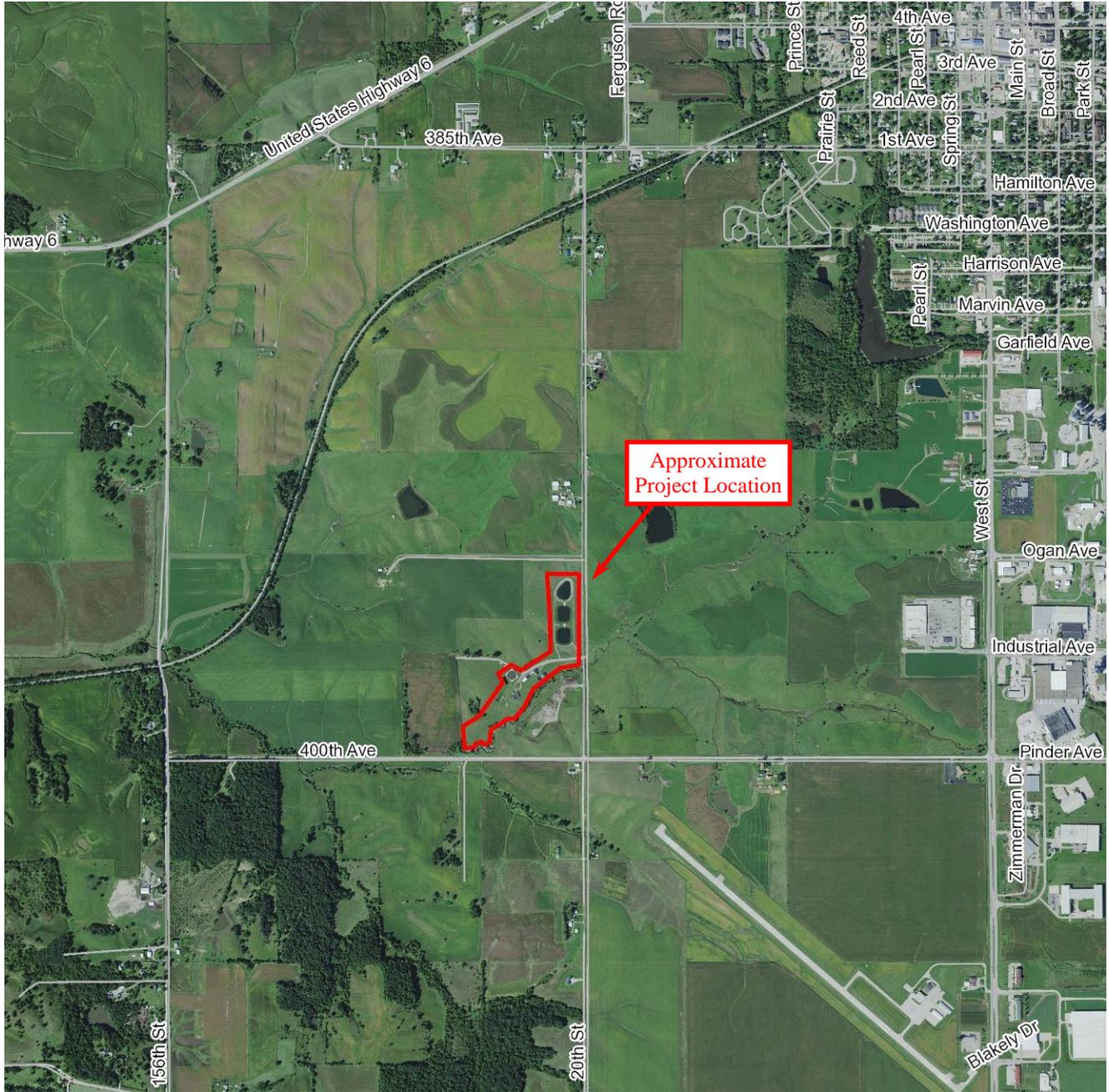


State Revolving Fund  
502 East 9<sup>th</sup> Street  
Des Moines, IA 50319-0034

Location information provided by Veenstra & Kimm, Inc.



North



## Aerial Photograph (2014)

Grinnell Wastewater Treatment Facility Upgrade  
Grinnell, IA



State Revolving Fund  
502 East 9<sup>th</sup> Street  
Des Moines, IA 50319-0034



## Site Sketch

Provided by Veenstra & Kimm, Inc.

Grinnell Wastewater Treatment Facility Upgrade  
Grinnell, IA



State Revolving Fund  
502 East 9<sup>th</sup> Street  
Des Moines, IA 50319-0034



**Grinnell FINANCE COMMITTEE Meeting  
MONDAY, AUGUST 1, 2016 AT 7:00 A.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***MINUTES***

**PRESENT:** Wray, White and Hansen. Also present were Mayor Canfield, Kelly Johnson-Rose, Sondi Burnell, Russ Behrens and Kay Cmelik.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. White made the motion, second by Hansen to approve Resolution No. 2016-147 - Resolution approving a professional service agreement with Greater Poweshiek Community Foundation for the benefit of the Skate Park Campaign. AYES: 3-0. Motion carried.
2. Hansen made the motion, second by White to approve Resolution No. 2016-148 - Resolution authorizing a sub-lease between the city of Grinnell and Mid-Iowa Futbol, Inc. for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same. AYES: 3-0. Motion carried.
3. White made the motion, second by Hansen to approve Resolution No. 2016-149 - Resolution authorizing Mayor and City Clerk to sign lease agreement for Youth Soccer Fields and Concession Stand. AYES: 3-0. Motion carried.
4. White made the motion, second by Hansen to approve Resolution No. 2016-150 - Resolution approving the recreation license agreement for the Charles Benson Bear '39 Recreation and Athletic Center between the city and Grinnell College. AYES: 3-0. Motion carried.
5. Hansen made the motion, second by White to approve Resolution No. 2016-151 - Resolution authorizing the following institutions as depositories for public funds for the city of Grinnell and rescinding Resolution No. 3405. AYES: 3-0. Motion carried.
6. White made the motion, second by Hansen to approve Resolution No. 2016-152 - Resolution directing that the lease on certain real estate be terminated and that notice be given to tenant – Airport. AYES: 3-0. Motion carried.
7. Hansen made the motion, second by White to approve Resolution No. 2016-153 - Resolution directing that the lease on certain real estate be terminated and that notice be given to tenant-Wastewater Treatment Plant. AYES: 3-0. Motion carried.

**INQUIRIES:** None.

The meeting was adjourned at 8:00 a.m.

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JO WRAY, CHAIR

ATTEST: \_\_\_\_\_  
P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PLANNING COMMITTEE MEETING  
MONDAY, AUGUST 1, 2016 AT 4:45 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

**MINUTES**

**PRESENT:** Bly (Chair), Burnell and Hansen. Also present were Mayor Canfield, Jo Wray, Duane Neff, Jim White, Russ Behrens and Kay Cmelik.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. Hansen made the motion, second by Burnell to recommend approval of the Airport Advisory Committee's recommendation to allow temporary accessory building. AYES: 3-0. Motion carried.
2. City Manager Russ Behrens provided an update on the Central Park plan modifications at interface with property adjacent to Veterans Building. All indications are that the plans will be accepted by the Veterans Commission. The city is incurring the expense to fix the Veterans building drainage issue. If the Commission doesn't accept the proposed plans, the city will move on without any improvements to the area adjacent to the Veterans building. No action was taken.
3. The committee was provided an update on Task Force for implementation of Rental Inspection Program. The meetings could start in late September or early October. It is important to have some of the stakeholders involved. No action was taken.
4. The committee discussed the process and priorities for sidewalk improvement program. The city intends to focus on the public entities and institutional venues first as well as legitimate hazards and then gaps in the sidewalk system. More conversations will be held on this topic prior to the next budgeting season. No action was taken.
5. The committee discussed the process to perform assessment of the Central Business District and create improvement plan. The focus would be on improving the vibrancy of downtown as well as stress economic development of the area. How to do this or what direction to take is unknown. The Main Street Community organization will be contacted to see what they would recommend for the community
6. The process of updating the capital improvement plan for FY 18-22 has begun. If anyone has any specific areas of concern, they are to bring it to the City Manager. No action was taken.

**INQUIRIES:** Committee Chair Rachel Bly inquired about a student intern. No action was taken.

The meeting adjourned at 5:30 p.m.

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RACHEL BLY, CHAIR

ATTEST:

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P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING  
MONDAY, AUGUST 1, 2016 AT 5:30 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***MINUTES***

**PRESENT:** White (Chair), Hueftle-Worley and Burnell. Also present were Mayor Canfield, Dennis Reilly, Greg Roth, Duane Neff, Jo Wray, Julie Hansen, Rachel Bly, Russ Behrens and Kay Cmelik.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. The committee discussed Officer Warren Binegar memorial at U.S. Highway 6 underpass. The IDOT has approved the placement of signs on U.S. Highway 6 located at the Highway 6 underpass. The Police Association will work on the sign design and present the same at a later date. No action was necessary.

**INQUIRIES:** Everyone was reminded of National Night Out being held on Tuesday, August 2 from 6:30 to 8:00 p.m. at Bailey Park, Arbor Lake Parking lot and Merrill Park.

The meeting was adjourned at 5:41 p.m.

\_\_\_\_\_  
JIM WHITE, CHAIR

ATTEST: \_\_\_\_\_  
P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



**Grinnell PUBLIC WORKS AND GROUNDS Meeting  
MONDAY, AUGUST 1, 2016 AT 6:15 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***MINUTES***

**PRESENT:** Hueftle-Worley (Chair), Wray, Bly. Also present were Mayor Canfield, Greg Roth, Duane Neff, Jim White, Russ Behrens and Kay Cmelik.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. Bly made the motion, second by Wray to recommend approval of Resolution No. 2016-154 - Resolution approving contract for construction materials testing services for Highway 146 and 420<sup>th</sup> Avenue widening and improvements project with Terracon Consultants, Inc. of Des Moines, Iowa. AYES: 3-0. Motion carried.
2. Wray made the motion, second by Bly to recommend approval of Resolution No. 2016-155 - Resolution authorizing payment of contractor's pay request No. 1 in the amount of \$171,072.48 to Manatts Inc of Brooklyn Iowa for work completed on the Highway 146 and 420<sup>th</sup> Avenue Widening and Improvements Project. AYES: 3-0. Motion carried.
3. Bly made the motion, second by Wray to recommend approval of Resolution No. 2016-156 - Resolution authorizing payment of contractor's pay request No. 2 in the amount of \$133,052.25 to Bushong Construction Company, Inc. of Montezuma, Iowa for work completed on the Central Park Improvements Project. AYES: 3-0. Motion carried.
4. Wray made the motion, second by Bly to recommend approval of Resolution No. 2016-157 - Resolution authorizing payment of contractor's pay request No. 3 in the amount of \$240,975.81 to Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project. AYES: 3-0. Motion carried.
5. Bly made the motion, second by Wray to recommend approval of Resolution NO. 2016-158 - Resolution approving contract change order No. 5 in the amount of \$42,678.00 for a net increase to the contract with Garling Construction, Inc. for the CDBG Downtown Revitalization Façade Project. AYES: 3-0. Motion carried.
6. Wray made the motion, second by Bly to recommend approval of Resolution No. 2016-159 - Resolution authorizing payment of contractor's pay request No. 6 in the amount of \$118,473.55 to Garling Construction, Inc of Belle Plaine, Iowa for the work completed on CDBG Downtown Revitalization Façade Project. AYES: 3-0. Motion carried.
7. Bly made the motion, second by Wray to approve Resolution No. 2016-160 - Resolution authorizing payment of contractor's pay request No. 4 in the amount of \$248,068.74 to Absolute Concrete, Inc. of Slater, Iowa for the work performed on Highway 146N Construction Project. AYES: 3-0. Motion carried.

8. The committee reviewed possible storm water management projects as part of Iowa Department of Natural Resource's State Revolving Fund for Wastewater Treatment Plant. The grant applications are due September 1<sup>st</sup> and will require a resolution to approve the same on the next agenda. No action was taken.

**INQUIRIES:** None.

The meeting was adjourned at 6:35 p.m.

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BYRON HUEFTLE-WORLEY, CHAIR

ATTEST: \_\_\_\_\_  
P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

**CITY OF GRINNELL**  
**MONTH TO DATE TREASURERS REPORT**  
**AS OF: JULY 2016**

<b>FUND</b>	<b>BEGINNING CASH BALANCE</b>	<b>MONTH TO DATE RECEIPTS</b>	<b>MONTH TO DATE DISBURSEMENTS</b>	<b>ENDING CASH BALANCE</b>
<b>GENERAL FUNDS</b>				
001-GENERAL FUND	432,794.80	73,515.75	346,378.91	159,931.64
003-LIBRARY - GENERAL FUND	0.00	38,002.98	38,002.98	0.00
004-COMM CTR RES - GENERAL	327,553.18	165.46	0.00	327,718.64
009-SPORTS AUTHORITY	(3,248.98)			(3,248.98)
010-BUILDING & PLANNING - GEN	282,570.26	52,099.58	13,698.29	320,971.55
011-UTILITY FRANCHISE - GEN	28,663.25	0.00	0.00	28,663.25
102 - FORBES FUND - GENERAL	13,925.39	19.95	0.00	13,945.34
103 - LIBRARY FUND STATE - GENERAL	3.50	0.00	0.00	3.50
104 - STAYING WELL - GENERAL	4,791.59	0.00	0.00	4,791.59
105 - RENAISSANCE - GEN	61,089.86	0.00	0.00	61,089.86
107 - PLANTINGS - GEN	9,993.18	0.00	0.00	9,993.18
108 - TREE FUND - GEN	3,220.00	0.00	0.00	3,220.00
109 - PENSION - GEN	100,708.30	0.00	0.00	100,708.30
130-CDBG HSG GRANT 01 - GEN	9,957.23	0.00	0.00	9,957.23
<b>TOTAL GENERAL FUNDS</b>	<b>1,272,021.56</b>	<b>163,803.72</b>	<b>398,080.18</b>	<b>1,037,745.10</b>
<b>SPECIAL REVENUE FUNDS</b>				
110-ROAD USE FUND - SPEC REV	687,018.17	85,788.16	72,899.27	699,907.06
112-T&A EMP BEN- SPEC REV	527,973.82	7,943.09	128,598.32	407,318.59
121-LOCAL OPTION SALES TAX	635,157.70	83,206.87	0.00	718,364.57
133-T-A RES UNEMP - SPEC REV	25,019.94	12.64	0.00	25,032.58
136-INSURANCE DED -SPEC REV	67,456.62	34.07	0.00	67,490.69
138-MED INS RESERVE - SPEC RV	129,306.83	31,009.43	12,591.22	147,725.04
140-HEALTH INS ESC-SPEC REV	9,790.58	0.00	0.00	9,790.58
145-HOTEL/MOTEL TAX - SPC REV	244,498.80	69.24	107,429.30	137,138.74
167-LIBRARY GIFTS - SPEC REV	183,296.64	792.91	74.43	184,015.12
490-FIRE EQMT REP FUND - SP R	300,605.73	151.85	0.00	300,757.58
491-GEN EQMT REP FUND- SP RV	459,306.15	232.01	0.00	459,538.16
492-WA EQMT REV FUND - SP RV	143,153.70	72.31	0.00	143,226.01
493-SW EQMT REV FUND- SP RV	192,296.48	97.14	0.00	192,393.62
494-SAN EQMT REP FUND-SP RV	382,384.35	132.55	119,979.95	262,536.95
496-WATER TOWER RES	7,452.18	3.76	0.00	7,455.94
498-OFFICE EQMT REP FD - SR	52,393.88	26.47	0.00	52,420.35
499-REC EQMT REP FD- SP RV	29,097.69	14,578.42	28,497.02	15,179.09
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>4,076,209.26</b>	<b>224,150.92</b>	<b>470,069.51</b>	<b>3,830,290.67</b>
<b>TAX INCREMENT FINANCING FUNDS</b>				
125-URBAN REN - TIF SPEC REV	271,278.70	14,406.48	327.14	285,358.04
<b>TOTAL TIF FUNDS</b>	<b>271,278.70</b>	<b>14,406.48</b>	<b>327.14</b>	<b>285,358.04</b>
<b>DEBT SERVICE FUNDS</b>				
200-DEBT SERV - SPEC REV	189,936.04	7,584,613.30	293.43	7,774,255.91
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>189,936.04</b>	<b>7,584,613.30</b>	<b>293.43</b>	<b>7,774,255.91</b>

**CITY OF GRINNELL**  
**MONTH TO DATE TREASURERS REPORT**  
**AS OF: JULY 2016**

<b>FUND</b>	<b>BEGINNING CASH BALANCE</b>	<b>MONTH TO DATE RECEIPTS</b>	<b>MONTH TO DATE DISBURSEMENTS</b>	<b>ENDING CASH BALANCE</b>
<b>CAPITAL PROJECT FUNDS</b>				
301 - CLNS FY 16-17	0.00	0.00	69,865.52	(69,865.52)
305 - WEST SIDE SAN SEWER PROJ	9,015.39	0.00	0.00	9,015.39
309 - GMRC RISE PROJECT	(31,212.93)	0.00	19,039.27	(50,252.20)
310-CENTRAL PARK PROJECT	3,510.09	0.00	133,545.47	(130,035.38)
313-ITM MUSEUM DOT PROJ CP	20,451.64	100,000.00	50,000.00	70,451.64
350-AIRPORT DEVELOPMENT	82,100.93	0.00	13,181.40	68,919.53
362-HWY 146 NORTH	(338,522.89)	0.00	393,872.58	(732,395.47)
363 - STREET PROJECTS	(1,238.90)	0.00	44,358.93	(45,597.83)
364 - CBDG FAÇADE IMP	443,872.23	127,720.00	221,924.64	349,667.59
365-CLNS FY 15-16	48,099.64	0.00	18,888.00	29,211.64
368-CLNS FY 14-15	0.00	0.00	0.00	0.00
369-REINVESTMENT PROJECT	3,226.43	0.00	0.00	3,226.43
371 WATER TOWER PROJECT	150,345.80	0.00	0.00	150,345.80
372-BIKE TRAIL PROJECT	10,901.26	0.00	0.00	10,901.26
373 - 8TH AVENUE ST CONST IMP	13,063.58	0.00	13,063.58	0.00
374 - HWY 146 & 180 SIGNAL IMP	(230,336.19)	0.00	0.00	(230,336.19)
375-I-80 INTERCHANGE PROJECT	(58,409.93)	0.00	23,365.51	(81,775.44)
376-CBD PROJECTS	(0.00)	0.00	0.00	0.00
378 - WW TRMT PLAN PROJECT	613,065.78	0.00	516.00	612,549.78
380 - SUNSET ST IMP PROJECT	0.00	0.00	0.00	0.00
381 - CBD PHASE 5	(445,017.18)	0.00	312,075.52	(757,092.70)
<b>CAPITAL PROJECT FUNDS</b>	<b>292,914.75</b>	<b>227,720.00</b>	<b>1,313,696.42</b>	<b>(793,061.67)</b>
<b>PERMANENT FUNDS</b>				
500-PERP CARE FD - PERMANENT	513,394.63	0.00	0.00	513,394.63
<b>TOTAL PERMANENT FUNDS</b>	<b>513,394.63</b>	<b>0.00</b>	<b>0.00</b>	<b>513,394.63</b>
<b>PROPRIETARY FUNDS</b>				
141-WATER DEP FUND - PROP	85,010.34	(1,800.00)	0.00	83,210.34
610-WATER FUND	584,889.63	127,463.13	198,875.05	513,477.71
620-SEWER OPERATION AND MAINT	1,017,956.95	134,450.49	44,437.35	1,107,970.09
630-STORM SEWER FUND	632,702.31	21,306.58	15,690.41	638,318.48
670-SOLID WASTE	617,815.98	83,464.71	91,368.96	609,911.73
<b>TOTAL PROPRIETARY FUNDS</b>	<b>2,938,375.21</b>	<b>364,884.91</b>	<b>350,371.77</b>	<b>2,952,888.35</b>
<b>TOTAL FUND BALANCES</b>	<b>9,554,130.15</b>	<b>8,579,579.33</b>	<b>2,532,838.45</b>	<b>15,600,871.03</b>

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

PROJECT: 20170003 - NEW COMMERCIAL BUILDING

TYPE: 11-NEWCOM NEW COMMERCIAL BUILDING

PROPERTY: 702 2ND AVE

APPLIED DATE: 7/05/2016 ISSUED DATE: 7/05/2016 EXPIRATION DATE: 11/02/2016 COMPLETION DATE: 7/29/2016

CONTRACTOR: KIRKGROSS KIRK GROSS COMPANY ISSUED TO: FIRST STATE BANK

4015 ALEXANDRA DRIVE P O BOX 187  
WATERLOO, IA 50702 LYNNVILLE, IA 50153

SQUARE FEET: 2,790

DWELLING TYPE: PRIVATE UNITS: 0

STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: CONSTRUCTION OF A NEW WOOD FRAME BANK BUILDING

SEGMENT: 11-NEWCOM - NEW COMMERCIAL BUILDING

CONTRACTOR: KIRKGROSS KIRK GROSS COMPANY CLASS: GC GENERAL CONTRACTOR

4015 ALEXANDRA DRIVE

WATERLOO, IA 50702

ISSUED DATE: 7/05/2016 EXPIRATION DATE: 11/02/2016

BUILDING CODE: 324 OFFICE/BANK/PROFESSIONAL

STATUS: Not Started VALUATION: 652,292.00 BALANCE: 0.00

SEGMENT: ELEC-NC - ELECTRICAL

CONTRACTOR: COLLELECLL COLLUM ELECTRIC LLC CLASS: EC ELECTRICAL CONTRACTOR

231 W GREEN ST

BROOKLYN, IA 52211

ISSUED DATE: 7/05/2016 EXPIRATION DATE: 11/02/2016

BUILDING CODE: ELEC-NC ELECTRICAL NO CHARGE

STATUS: Not Started VALUATION: 0.00 BALANCE: 0.00

SEGMENT: MECH-NC - MECHANICAL

CONTRACTOR: WOODY'S WOODY'S CLASS:

3113 EAST MAIN

OTTUMWA, IA 50201

ISSUED DATE: 7/05/2016 EXPIRATION DATE: 11/02/2016

BUILDING CODE: MECH-NC MECHANICAL NO CHARGE

STATUS: Not Started VALUATION: 0.00 BALANCE: 0.00

SEGMENT: PLUM-NC - PLUMBING

CONTRACTOR: TERPSTRAPH TERPSTRA PLUMBING HEATING & EL CLASS: MC MECHANICAL CONTRACTOR

507 EAST ST

LYNNVILLE, IA 50153

ISSUED DATE: 7/05/2016 EXPIRATION DATE: 11/02/2016

BUILDING CODE: PLB-NC PLUMBING-NO CHARGE

STATUS: Not Started VALUATION: 0.00 BALANCE: 0.00

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

PROJECT: 20170004 - MONUMENT SIGN TYPE: SIGN-MON MONUMENT SIGN  
 PROPERTY: 1128 PINDER AVE  
 APPLIED DATE: 7/06/2016 ISSUED DATE: 7/06/2016 EXPIRATION DATE: 11/03/2016 COMPLETION DATE: 7/29/2016  
 CONTRACTOR: ISSUED TO: KEY COOPERATIVE  
 PO BOX 250  
 SULLY, IA 50251-0057

SQUARE FEET: 0  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: INSTALLATION OF A 68 SQ FT MONUMENT SIGN.

SEGMENT: SIGN-MON - MONUMENT SIGN  
 CONTRACTOR: CLASS:  
 ISSUED DATE: 7/06/2016 EXPIRATION DATE: 11/03/2016  
 BUILDING CODE: SIGN-MON MONUMENT SIGN  
 STATUS: Not Started VALUATION: 8,400.00 BALANCE: 0.00

PROJECT: 20170005 - MECHANICAL TYPE: MECH MECHANICAL  
 PROPERTY: 1921 SPENCER ST  
 APPLIED DATE: 7/07/2016 ISSUED DATE: 7/07/2016 EXPIRATION DATE: 11/04/2016 COMPLETION DATE: 0/00/0000  
 CONTRACTOR: JENSHEAT&A JENSEN HEATING & AIR CONDITION ISSUED TO: CROOKSHANK, STACIE  
 519 WEST STREET  
 GRINNELL, IA 50112 GRINNELL, IA 50112

SQUARE FEET: 1,404  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: OPEN BALANCE: 154.14

DESCRIPTION: REPLACING EXISTING HVAC/FURNACE WITH NEW.

SEGMENT: MECH - MECHANICAL  
 CONTRACTOR: JENSHEAT&A JENSEN HEATING & AIR CONDITION CLASS: MC MECHANICAL CONTRACTOR  
 519 WEST STREET  
 GRINNELL, IA 50112  
 ISSUED DATE: 7/07/2016 EXPIRATION DATE: 11/04/2016  
 BUILDING CODE: MECH MECHANICAL  
 STATUS: Not Started VALUATION: 5,564.00 BALANCE: 154.14

PROJECT: 20170006 - DECK/PORCH TYPE: DECK DECK/PORCH  
 PROPERTY: 1309 ELM ST  
 APPLIED DATE: 7/07/2016 ISSUED DATE: 7/07/2016 EXPIRATION DATE: 11/04/2016 COMPLETION DATE: 7/07/2016  
 CONTRACTOR: ISSUED TO: GALLO, TONY  
 1309 ELM ST  
 GRINNELL, IA 50112

SQUARE FEET: 1,152  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: COMPLETE BALANCE: 0.00

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

DESCRIPTION: INSTALLING A 14' X 14' DECK.

SEGMENT: DECK - DECK/PORCH

CONTRACTOR:

CLASS:

ISSUED DATE: 7/07/2016 EXPIRATION DATE: 11/04/2016

BUILDING CODE: DECK DECK/PORCH

STATUS: Not Started VALUATION: 7,347.22 BALANCE: 0.00

PROJECT: 20170007 - COMMERCIAL ADDITION TYPE: 13-COMBLD COMMERCIAL ADDITION

PROPERTY: 4215 HWY 146 S

APPLIED DATE: 7/07/2016 ISSUED DATE: 7/07/2016 EXPIRATION DATE: 11/04/2016 COMPLETION DATE: 7/07/2016

CONTRACTOR: NEUMBROTIN NEUMANN BROTHERS INC

ISSUED TO: GRINNELL MUTUAL REINSURANCE

PO BOX 1315

4215 HWY 146 S

DES MOINES, IA 50305

P O BOX 790

GRINNELL, IA 50112-0000

SQUARE FEET: 4,500

DWELLING TYPE: PRIVATE UNITS: 0

STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: THIS PROJECT ADDS 2,900 SQ FT TO CREATE A MODERN AND HIGHLY VISIBLE FRONT ENTRANCE. 1,600 SQ FT OF THE EXISTING STRUCTURE WILL BE REMODELED TO INCORPORATE THE ADDITION. THE ADDITION WILL INCLUDE FIRE SEPERATIONS PER THE SUBMITTED PLANS.

SEGMENT: 13-COMADD - COMMERCIAL ADDITION

CONTRACTOR: NEUMBROTIN NEUMANN BROTHERS INC

CLASS: GC

GENERAL CONTRACTOR

PO BOX 1315

DES MOINES, IA 50305

ISSUED DATE: 7/07/2016 EXPIRATION DATE: 11/04/2016

BUILDING CODE: COMADD COMMERCIAL ADDITION

STATUS: Not Started VALUATION: 2,998,000.00 BALANCE: 0.00

PROJECT: 20170008 - MECHANICAL TYPE: MECH MECHANICAL

PROPERTY: 1125 BROAD ST

APPLIED DATE: 7/08/2016 ISSUED DATE: 7/08/2016 EXPIRATION DATE: 11/05/2016 COMPLETION DATE: 0/00/0000

CONTRACTOR: LATCENTEIN LATCHAM ENTERPRISES INC

ISSUED TO: GRINNELL HISTORICAL MUSEUM

PO BOX 252

903 16TH AVE

GRINNELL, IA 50112

GRINNELL, IA 50112

SQUARE FEET: 2,932

DWELLING TYPE: PRIVATE UNITS: 0

STATUS: OPEN BALANCE: 155.37

DESCRIPTION: INSTALLING A MINI-SPLIT HVAC SYSTEM.

SEGMENT: MECH - MECHANICAL

CONTRACTOR: LATCENTEIN LATCHAM ENTERPRISES INC

CLASS: GC

GENERAL CONTRACTOR

PO BOX 252

GRINNELL, IA 50112

ISSUED DATE: 7/08/2016 EXPIRATION DATE: 11/05/2016

BUILDING CODE: MECH MECHANICAL

STATUS: Not Started VALUATION: 3,800.00 BALANCE: 155.37

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

PROJECT: 20170009 - MECHANICAL TYPE: MECH MECHANICAL  
PROPERTY: 3 HOBART PL  
APPLIED DATE: 7/08/2016 ISSUED DATE: 7/08/2016 EXPIRATION DATE: 11/05/2016 COMPLETION DATE: 0/00/0000  
CONTRACTOR: LATCENTEIN LATCHAM ENTERPRISES INC ISSUED TO: PALMER, PHIL  
PO BOX 252 3 HOBART PL  
GRINNELL, IA 50112 GRINNELL, IA 50112-0119  
SQUARE FEET: 2,292  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: OPEN BALANCE: 129.47

DESCRIPTION: INSTALLING A MINI-SPLIT HVAC SYSTEM.

SEGMENT: MECH - MECHANICAL  
CONTRACTOR: LATCENTEIN LATCHAM ENTERPRISES INC CLASS: GC GENERAL CONTRACTOR  
PO BOX 252  
GRINNELL, IA 50112  
ISSUED DATE: 7/08/2016 EXPIRATION DATE: 11/05/2016  
BUILDING CODE: MECH MECHANICAL  
STATUS: Not Started VALUATION: 3,800.00 BALANCE: 129.47

PROJECT: 20170010 - WATER HEATER CHANGEOUT TYPE: WH C/O WATER HEATER CHANGEOUT  
PROPERTY: 1820 3RD AVE  
APPLIED DATE: 7/13/2016 ISSUED DATE: 7/13/2016 EXPIRATION DATE: 11/10/2016 COMPLETION DATE: 0/00/0000  
CONTRACTOR: GERMPUMHE GERMAN PLUMBING HEATING & COOL ISSUED TO: O'POLKA, KARL  
610 1ST AVENUE 1820 3RD AVE  
GRINNELL, IA 50112 GRINNELL, IA 50112  
SQUARE FEET: 1,608  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: OPEN BALANCE: 48.91

DESCRIPTION: REMOVAL OF EXISTING WATER HEATER AND REPLACE WITH NEW.

SEGMENT: WH C/O - WATER HEATER CHANGEOUT  
CONTRACTOR: GERMPUMHE GERMAN PLUMBING HEATING & COOL CLASS: MC MECHANICAL CONTRACTOR  
610 1ST AVENUE  
GRINNELL, IA 50112  
ISSUED DATE: 7/13/2016 EXPIRATION DATE: 11/10/2016  
BUILDING CODE: WH C/O WATER HEATER CHANGEOUT  
STATUS: Not Started VALUATION: 856.00 BALANCE: 48.91

PROJECT: 20170011 - MECHANICAL TYPE: MECH MECHANICAL  
PROPERTY: 1211 EAST ST LN  
APPLIED DATE: 7/13/2016 ISSUED DATE: 7/13/2016 EXPIRATION DATE: 11/10/2016 COMPLETION DATE: 0/00/0000  
CONTRACTOR: GERMPUMHE GERMAN PLUMBING HEATING & COOL ISSUED TO: CRADY, MARK & STEFFANI  
610 1ST AVENUE 1211 EAST ST LN  
GRINNELL, IA 50112 GRINNELL, IA 50112  
SQUARE FEET: 1,872  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: OPEN BALANCE: 112.32

PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project  
PROJECT TYPE: All CONTRACTOR CLASS: All - All Contractor Classes  
CONTRACTORS: All  
APPLIED DATES: 7/01/2016 THRU 7/31/2016 EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
STATUS INCLUDED: All ISSUED DATES: 0/00/0000 THRU 99/99/9999

DESCRIPTION: REPLACEMENT OF EXISTING A/C UNIT WITH NEW.

SEGMENT: MECH - MECHANICAL  
CONTRACTOR: GERMPLEUMHE GERMAN PLUMBING HEATING & COOL CLASS: MC MECHANICAL CONTRACTOR  
610 1ST AVENUE  
GRINNELL, IA 50112  
ISSUED DATE: 7/13/2016 EXPIRATION DATE: 11/10/2016  
BUILDING CODE: MECH MECHANICAL  
STATUS: Not Started VALUATION: 2,867.00 BALANCE: 112.32

PROJECT: 20170012 - ROOF TYPE: ROOF ROOF  
PROPERTY: 9 MELROSE LN  
APPLIED DATE: 7/13/2016 ISSUED DATE: 7/13/2016 EXPIRATION DATE: 11/10/2016 COMPLETION DATE: 7/13/2016  
CONTRACTOR: CHADBECK CHAD BECK CONSTRUCTION ISSUED TO: OSBORNE, JOHN  
1908 PRAIRIE ST  
GRINNELL, IA 50112 GRINNELL, IA 50112  
SQUARE FEET: 1,364  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: COMPLETE ROOF TEAROFF AND REPLACE.

SEGMENT: ROOF - ROOF  
CONTRACTOR: CHADBECK CHAD BECK CONSTRUCTION CLASS:  
1908 PRAIRIE ST  
GRINNELL, IA 50112  
ISSUED DATE: 7/13/2016 EXPIRATION DATE: 11/10/2016  
BUILDING CODE: ROOF ROOF  
STATUS: Not Started VALUATION: 6,700.00 BALANCE: 0.00

PROJECT: 20170013 - RESIDENTIAL ADDITION TYPE: 03-RESADD RESIDENTIAL ADDITION  
PROPERTY: 610 14TH AVE  
APPLIED DATE: 7/14/2016 ISSUED DATE: 7/14/2016 EXPIRATION DATE: 11/11/2016 COMPLETION DATE: 7/14/2016  
CONTRACTOR: ISSUED TO: CROUSE, GARY  
910 S 22ND ST  
UNIONVILLE, MO 63565  
SQUARE FEET: 1,144  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: INSTALLING NEW SIDING AND DECK.

SEGMENT: 03-RESADD - RESIDENTIAL ADDITION  
CONTRACTOR: CLASS:  
ISSUED DATE: 7/14/2016 EXPIRATION DATE: 11/11/2016  
BUILDING CODE: RESADD RESIDENTIAL ADDITION  
STATUS: Not Started VALUATION: 4,000.00 BALANCE: 0.00

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

PROJECT: 20170014 - RESIDENTIAL REMODEL TYPE: 04-RESREM RESIDENTIAL REMODEL  
PROPERTY: 528 12TH AVE  
APPLIED DATE: 7/15/2016 ISSUED DATE: 7/15/2016 EXPIRATION DATE: 11/12/2016 COMPLETION DATE: 7/15/2016  
CONTRACTOR: WINGERTER WINGERTER CONSTRUCTION ISSUED TO: MILLER, MARK  
404 BROAD ST 528 12TH AVENUE  
GRINNELL, IA 50112 GRINNELL, IA 50112  
SQUARE FEET: 2,016  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: BATHROOM REMODEL AS WELL AS COMPLETE TEAROUT AND REPLACEMENT OF EXISTING DECK.

SEGMENT: 04-RESREM - RESIDENTIAL REMODEL  
CONTRACTOR: WINGERTER WINGERTER CONSTRUCTION CLASS: GC GENERAL CONTRACTOR  
404 BROAD ST  
GRINNELL, IA 50112  
ISSUED DATE: 7/15/2016 EXPIRATION DATE: 11/12/2016  
BUILDING CODE: RESREM RESIDENTIAL REMODEL  
STATUS: Not Started VALUATION: 24,609.08 BALANCE: 0.00

PROJECT: 20170016 - FENCE TYPE: FENCE FENCE  
PROPERTY: 405 16TH AVE  
APPLIED DATE: 7/18/2016 ISSUED DATE: 7/18/2016 EXPIRATION DATE: 11/15/2016 COMPLETION DATE: 7/18/2016  
CONTRACTOR: ISSUED TO: WILLETT, JENNISON  
405 16TH AVE  
GRINNELL, IA 50112  
SQUARE FEET: 1,532  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: INSTALLING A 5' TALL FENCE IN THE REAR YARD.

SEGMENT: FENCE - FENCE  
CONTRACTOR: CLASS:  
ISSUED DATE: 7/18/2016 EXPIRATION DATE: 11/15/2016  
BUILDING CODE: FENCE FENCE  
STATUS: Not Started VALUATION: 10,000.00 BALANCE: 0.00

PROJECT: 20170017 - WATER HEATER CHANGEOUT TYPE: WH C/O WATER HEATER CHANGEOUT  
PROPERTY: 122 4TH AVE  
APPLIED DATE: 7/19/2016 ISSUED DATE: 7/19/2016 EXPIRATION DATE: 11/16/2016 COMPLETION DATE: 0/00/0000  
CONTRACTOR: GERMPUMHE GERMAN PLUMBING HEATING & COOL ISSUED TO: SURGICAL ASSOCIATES  
610 1ST AVENUE 122 FOURTH AVENUE  
GRINNELL, IA 50112 GRINNELL, IA 50112-  
SQUARE FEET: 5,182  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: OPEN BALANCE: 64.02

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

DESCRIPTION: REPLACE EXISTING ELECTRIC WATER HEATER WITH NEW.

SEGMENT: WH C/O - WATER HEATER CHANGEOUT  
 CONTRACTOR: GERMLUMHE GERMAN PLUMBING HEATING & COOL CLASS: MC MECHANICAL CONTRACTOR  
 610 1ST AVENUE  
 GRINNELL, IA 50112  
 ISSUED DATE: 7/19/2016 EXPIRATION DATE: 11/16/2016  
 BUILDING CODE: WH C/O WATER HEATER CHANGEOUT  
 STATUS: Not Started VALUATION: 963.00 BALANCE: 64.02

PROJECT: 20170018 - COMMERCIAL REMODEL TYPE: 14-COMREM COMMERCIAL REMODEL  
 PROPERTY: 320 WEST ST S  
 APPLIED DATE: 7/19/2016 ISSUED DATE: 7/19/2016 EXPIRATION DATE: 11/16/2016 COMPLETION DATE: 0/00/0000  
 CONTRACTOR: HYVEECONST HYVEE CONSTRUCTION ISSUED TO: HY-VEE - SITE #123500  
 5605 NE WWND ST 320 WEST STREET SOUTH  
 DES MOINES, IA 50313 GRINNELL, IA 50112  
 SQUARE FEET: 31,256  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: OPEN BALANCE: 137.72

DESCRIPTION: INSTALLING A NEW 14 X 4 FT PARTIRTION AT NEW CUSTOMER SERVICE AREA.

SEGMENT: 14-COMREM - COMMERCIAL REMODEL  
 CONTRACTOR: HYVEECONST HYVEE CONSTRUCTION CLASS:  
 5605 NE WWND ST  
 DES MOINES, IA 50313  
 ISSUED DATE: 8/01/2016 EXPIRATION DATE: 11/29/2016  
 BUILDING CODE: COMREM COMMERCIAL REMODEL  
 STATUS: Not Started VALUATION: 3,000.00 BALANCE: 137.72

PROJECT: 20170019 - WATER HEATER CHANGEOUT TYPE: WH C/O WATER HEATER CHANGEOUT  
 PROPERTY: 1820 COUNTRY CLUB DR  
 APPLIED DATE: 7/20/2016 ISSUED DATE: 7/20/2016 EXPIRATION DATE: 11/17/2016 COMPLETION DATE: 0/00/0000  
 CONTRACTOR: GERMLUMHE GERMAN PLUMBING HEATING & COOL ISSUED TO: ARSENEAULT, DAVID  
 610 1ST AVENUE 1820 COUNTRY CLUB DR  
 GRINNELL, IA 50112 GRINNELL, IA 50112  
 SQUARE FEET: 1,349  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: OPEN BALANCE: 48.91

DESCRIPTION: REMOVAL OF EXISTING WATER HEATER AND REPLACE WITH NEW.

SEGMENT: WH C/O - WATER HEATER CHANGEOUT  
 CONTRACTOR: GERMLUMHE GERMAN PLUMBING HEATING & COOL CLASS: MC MECHANICAL CONTRACTOR  
 610 1ST AVENUE  
 GRINNELL, IA 50112  
 ISSUED DATE: 7/20/2016 EXPIRATION DATE: 11/17/2016  
 BUILDING CODE: WH C/O WATER HEATER CHANGEOUT  
 STATUS: Not Started VALUATION: 856.00 BALANCE: 48.91

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

PROJECT: 20170020 - WATER HEATER CHANGEOUT

TYPE: WH C/O WATER HEATER CHANGEOUT

PROPERTY: 610 PEARL ST

APPLIED DATE: 7/20/2016 ISSUED DATE: 7/20/2016 EXPIRATION DATE: 11/17/2016 COMPLETION DATE: 7/20/2016

CONTRACTOR: TERPSTRAPH TERPSTRA PLUMBING HEATING & EL ISSUED TO: COOPER, LORETTA

507 EAST ST 807 PENROSE STREET  
LYNNVILLE, IA 50153 GRINNELL, IA 50112

SQUARE FEET: 416

DWELLING TYPE: PRIVATE UNITS: 0

STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: REPLACE EXISTING GAS WATER HEATER WITH NEW.

SEGMENT: WH C/O - WATER HEATER CHANGEOUT

CONTRACTOR: TERPSTRAPH TERPSTRA PLUMBING HEATING & EL CLASS: MC MECHANICAL CONTRACTOR

507 EAST ST

LYNNVILLE, IA 50153

ISSUED DATE: 7/20/2016 EXPIRATION DATE: 11/17/2016

BUILDING CODE: WH C/O WATER HEATER CHANGEOUT

STATUS: Not Started VALUATION: 850.00 BALANCE: 0.00

PROJECT: 20170021 - MECHANICAL

TYPE: MECH MECHANICAL

PROPERTY: 1710 PRAIRIE ST

APPLIED DATE: 7/21/2016 ISSUED DATE: 7/21/2016 EXPIRATION DATE: 11/18/2016 COMPLETION DATE: 0/00/0000

CONTRACTOR: JENSHEAT&A JENSEN HEATING & AIR CONDITION ISSUED TO: DOANE, BUD

519 WEST STREET 1710 PRAIRIE ST  
GRINNELL, IA 50112 GRINNELL, IA 50112-0000

SQUARE FEET: 1,064

DWELLING TYPE: PRIVATE UNITS: 0

STATUS: OPEN BALANCE: 108.34

DESCRIPTION: INSTALLATION OF NEW HVAC - A/C UNIT.

SEGMENT: MECH - MECHANICAL

CONTRACTOR: JENSHEAT&A JENSEN HEATING & AIR CONDITION CLASS: MC MECHANICAL CONTRACTOR

519 WEST STREET

GRINNELL, IA 50112

ISSUED DATE: 7/21/2016 EXPIRATION DATE: 11/18/2016

BUILDING CODE: MECH MECHANICAL

STATUS: Not Started VALUATION: 2,650.00 BALANCE: 108.34

PROJECT: 20170022 - WALL SIGN

TYPE: SIGN-WALL WALL SIGN

PROPERTY: 932 MAIN ST

APPLIED DATE: 7/21/2016 ISSUED DATE: 7/21/2016 EXPIRATION DATE: 11/18/2016 COMPLETION DATE: 7/21/2016

CONTRACTOR: ISSUED TO: KARJALAHTI ENTERPRISES INC

1211 WEST ST  
GRINNELL, IA 50112

SQUARE FEET: 2,667

DWELLING TYPE: PRIVATE UNITS: 0

STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: INSTALLATION OF A NEW WALL SIGN.

SEGMENT: SIGN-WALL - WALL SIGN

CONTRACTOR: CLASS:  
 ISSUED DATE: 7/21/2016 EXPIRATION DATE: 11/18/2016  
 BUILDING CODE: SIGN-WALL WALL SIGN  
 STATUS: Not Started VALUATION: 1,000.00 BALANCE: 0.00

PROJECT: 20170023 - MECHANICAL TYPE: MECH MECHANICAL  
 PROPERTY: 1923 PRAIRIE ST  
 APPLIED DATE: 7/22/2016 ISSUED DATE: 7/22/2016 EXPIRATION DATE: 11/19/2016 COMPLETION DATE: 0/00/0000  
 CONTRACTOR: GERMPUMHE GERMAN PLUMBING HEATING & COOL ISSUED TO: CLAUSEN, THEODORE K  
 610 1ST AVENUE 1923 PRAIRIE STREET  
 GRINNELL, IA 50112 GRINNELL, IA 50112  
 SQUARE FEET: 2,204  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: OPEN BALANCE: 176.84

DESCRIPTION: REPLACE EXISTING OUTDOOR A/C UNIT AND FURNACE.

SEGMENT: MECH - MECHANICAL

CONTRACTOR: GERMPUMHE GERMAN PLUMBING HEATING & COOL CLASS: MC MECHANICAL CONTRACTOR  
 610 1ST AVENUE  
 GRINNELL, IA 50112  
 ISSUED DATE: 7/22/2016 EXPIRATION DATE: 11/19/2016  
 BUILDING CODE: MECH MECHANICAL  
 STATUS: Not Started VALUATION: 6,377.00 BALANCE: 176.84

PROJECT: 20170025 - MECHANICAL TYPE: MECH MECHANICAL  
 PROPERTY: 508 PEARL ST  
 APPLIED DATE: 7/25/2016 ISSUED DATE: 7/25/2016 EXPIRATION DATE: 11/22/2016 COMPLETION DATE: 7/25/2016  
 CONTRACTOR: TERPSTRAPH TERPSTRA PLUMBING HEATING & EL ISSUED TO: VOS, CURTIS A.  
 507 EAST ST 508 PEARL ST  
 LYNNVILLE, IA 50153 GRINNELL, IA 50112  
 SQUARE FEET: 894  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: REPLACE EXISTING WATER HEATER, A/C UNIT, AND FURNACE WITH NEW.

SEGMENT: MECH - MECHANICAL

CONTRACTOR: TERPSTRAPH TERPSTRA PLUMBING HEATING & EL CLASS: MC MECHANICAL CONTRACTOR  
 507 EAST ST  
 LYNNVILLE, IA 50153  
 ISSUED DATE: 7/25/2016 EXPIRATION DATE: 11/22/2016  
 BUILDING CODE: MECH MECHANICAL  
 STATUS: Not Started VALUATION: 7,500.00 BALANCE: 0.00

SEGMENT: WH C/O - WATER HEATER CHANGEOUT

CONTRACTOR: TERPSTRAPH TERPSTRA PLUMBING HEATING & EL CLASS: MC MECHANICAL CONTRACTOR  
 507 EAST ST  
 LYNNVILLE, IA 50153  
 ISSUED DATE: 7/25/2016 EXPIRATION DATE: 11/22/2016  
 BUILDING CODE: WH C/O WATER HEATER CHANGEOUT  
 STATUS: Not Started VALUATION: 1.00 BALANCE: 0.00

PROJECT: 20170026 - COMMERCIAL REMODEL TYPE: 14-COMREM COMMERCIAL REMODEL  
 PROPERTY: 825 BROAD ST  
 APPLIED DATE: 7/25/2016 ISSUED DATE: 7/25/2016 EXPIRATION DATE: 11/22/2016 COMPLETION DATE: 7/25/2016  
 CONTRACTOR: CHRISTNER CHRISTNER CONTRACTING ISSUED TO: CARABELLI LLP  
 17587 Highway 34 DR. SMITH-ROUDABUSH-CUNNINGHA  
 OTTUMWA, IA 52501 825 BROAD ST  
 GRINNELL, IA 50112-0106  
 SQUARE FEET: 5,158  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: EXTERIOR FACADE RENNOVATION.

SEGMENT: 14-COMREM - COMMERCIAL REMODEL CLASS:  
 CONTRACTOR: CHRISTNER CHRISTNER CONTRACTING  
 17587 Highway 34  
 OTTUMWA, IA 52501  
 ISSUED DATE: 7/25/2016 EXPIRATION DATE: 11/22/2016  
 BUILDING CODE: COMREM COMMERCIAL REMODEL  
 STATUS: Not Started VALUATION: 33,058.08 BALANCE: 0.00

PROJECT: 20170027 - DECK/PORCH TYPE: DECK DECK/PORCH  
 PROPERTY: 918 CENTER ST  
 APPLIED DATE: 7/26/2016 ISSUED DATE: 7/26/2016 EXPIRATION DATE: 11/23/2016 COMPLETION DATE: 7/26/2016  
 CONTRACTOR: ISSUED TO: SEATON, DAVID  
 3898 HWY 63  
 MALCOM, IA 50157  
 SQUARE FEET: 1,752  
 DWELLING TYPE: PRIVATE UNITS: 1  
 STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: INSTALLING A 16' X 16' DECK IN THE REAR YARD.

SEGMENT: DECK - DECK/PORCH CLASS:  
 CONTRACTOR:  
 ISSUED DATE: 7/26/2016 EXPIRATION DATE: 11/23/2016  
 BUILDING CODE: DECK DECK/PORCH  
 STATUS: Not Started VALUATION: 13,004.18 BALANCE: 0.00

PROJECT: 20170028 - MECHANICAL TYPE: MECH MECHANICAL  
 PROPERTY: 619 5TH AVE  
 APPLIED DATE: 7/27/2016 ISSUED DATE: 7/27/2016 EXPIRATION DATE: 11/24/2016 COMPLETION DATE: 0/00/0000  
 CONTRACTOR: GERMLUMHE GERMAN PLUMBING HEATING & COOL ISSUED TO: WELLS FARGO BANK SITE 103727  
 610 1ST AVENUE PO BOX 36230  
 GRINNELL, IA 50112 LOUISVILLE, KY 40233-6230  
 SQUARE FEET: 0  
 DWELLING TYPE: PRIVATE UNITS: 0  
 STATUS: OPEN BALANCE: 385.84

PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project  
PROJECT TYPE: All CONTRACTOR CLASS: All - All Contractor Classes  
CONTRACTORS: All  
APPLIED DATES: 7/01/2016 THRU 7/31/2016 EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
STATUS INCLUDED: All ISSUED DATES: 0/00/0000 THRU 99/99/9999

DESCRIPTION: REPLACE A/C UNIT

SEGMENT: MECH - MECHANICAL  
CONTRACTOR: GERMPLUMHE GERMAN PLUMBING HEATING & COOL CLASS: MC MECHANICAL CONTRACTOR  
610 1ST AVENUE  
GRINNELL, IA 50112  
ISSUED DATE: 7/27/2016 EXPIRATION DATE: 11/24/2016  
BUILDING CODE: MECH MECHANICAL  
STATUS: Not Started VALUATION: 14,250.00 BALANCE: 385.84

PROJECT: 20170029 - WATER HEATER CHANGEOUT TYPE: WH C/O WATER HEATER CHANGEOUT  
PROPERTY: 1002 PARK ST  
APPLIED DATE: 7/29/2016 ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016 COMPLETION DATE: 0/00/0000  
CONTRACTOR: GERMPLUMHE GERMAN PLUMBING HEATING & COOL ISSUED TO: GRINNELL COLLEGE  
610 1ST AVENUE C/O ACCOUNTING DEPT  
GRINNELL, IA 50112 GRINNELL, IA 50112  
SQUARE FEET: 1,844  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: OPEN BALANCE: 55.47

DESCRIPTION: REPLACE EXISTING GAS WATER HEATER WITH NEW ELECTRIC.

SEGMENT: WH C/O - WATER HEATER CHANGEOUT  
CONTRACTOR: GERMPLUMHE GERMAN PLUMBING HEATING & COOL CLASS: MC MECHANICAL CONTRACTOR  
610 1ST AVENUE  
GRINNELL, IA 50112  
ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016  
BUILDING CODE: WH C/O WATER HEATER CHANGEOUT  
STATUS: Not Started VALUATION: 1,014.00 BALANCE: 55.47

PROJECT: 20170030 - SIDING TYPE: SIDING SIDING  
PROPERTY: 1517 SUMMER ST  
APPLIED DATE: 7/29/2016 ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016 COMPLETION DATE: 0/00/0000  
CONTRACTOR: ISSUED TO: DAYTON, CARLY  
1517 SUMMER ST  
GRINNELL, IA 50112  
SQUARE FEET: 0  
DWELLING TYPE: PRIVATE UNITS: 0  
STATUS: OPEN BALANCE: 0.00

DESCRIPTION: REPLACING VINYL SIDING

SEGMENT: SIDING - SIDING  
CONTRACTOR: CLASS:  
ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016  
BUILDING CODE: SIDING SIDING  
STATUS: Not Started VALUATION: 5,000.00 BALANCE: 0.00

PROJECT: 20170031 - COMMERCIAL ADDITION TYPE: 13-COMBLD COMMERCIAL ADDITION  
 PROPERTY: 1631 WEST ST S  
 APPLIED DATE: 7/29/2016 ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016 COMPLETION DATE: 7/29/2016  
 CONTRACTOR: GRINNELL VETERINARY CLINIC  
 1631 WEST ST S  
 GRINNELL, IA 50112

SQUARE FEET: 10,520  
 DWELLING TYPE: PRIVATE UNITS: 1  
 STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: CONSTRUCTING A 50' TALL TOWER TO BE USED TO EXTEND WI-FI SIGNAL FOR PERSONAL USE.

SEGMENT: 13-COMADD - COMMERCIAL ADDITION  
 CONTRACTOR: CLASS:  
 ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016  
 BUILDING CODE: COMADD COMMERCIAL ADDITION  
 STATUS: Not Started VALUATION: 2,000.00 BALANCE: 0.00

PROJECT: 20170032 - DECK/PORCH TYPE: DECK DECK/PORCH  
 PROPERTY: 918 HAMILTON AVE  
 APPLIED DATE: 7/29/2016 ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016 COMPLETION DATE: 7/29/2016  
 CONTRACTOR: GANROOF&CO GAN ROOFING & CONSTRUCTION ISSUED TO: LOFTIN, KRAIG  
 1939 10TH AVENUE  
 GRINNELL, IA 50112 GRINNELL, IA 50112

SQUARE FEET: 1,800  
 DWELLING TYPE: PRIVATE UNITS: 1  
 STATUS: COMPLETE BALANCE: 0.00

DESCRIPTION: INSTALLING A 12' X 14' DECK IN THE REAR YARD

SEGMENT: DECK - DECK/PORCH  
 CONTRACTOR: GANROOF&CO GAN ROOFING & CONSTRUCTION CLASS: GC GENERAL CONTRACTOR  
 1939 10TH AVENUE  
 GRINNELL, IA 50112  
 ISSUED DATE: 7/29/2016 EXPIRATION DATE: 11/26/2016  
 BUILDING CODE: DECK DECK/PORCH  
 STATUS: Not Started VALUATION: 2,000.00 BALANCE: 0.00

TOTAL PRINTED: 28 PROJECTS TOTAL VALUATION: \$3,821,758.56 TOTAL BALANCE: \$1,577.35

8/01/2016 11:05 AM  
PROJECTS: THRU ZZZZZZZZZZ  
PROJECT TYPE: All  
CONTRACTORS: All  
APPLIED DATES: 7/01/2016 THRU 7/31/2016  
STATUS INCLUDED: All

PROJECT MASTER REPORT

CONTRACTOR CLASS: All  
REPORT SEQUENCE: Project  
- All Contractor Classes

EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
ISSUED DATES: 0/00/0000 THRU 99/99/9999

\*\*\* SEGMENT RECAP \*\*\*

PROJECT SEGMENT	# OF SEGMENTS	BALANCE
03-RESADD - RESIDENTIAL ADDITION	1	0.00
04-RESREM - RESIDENTIAL REMODEL	1	0.00
11-NEWCOM - NEW COMMERCIAL BUILDING	1	0.00
13-COMADD - COMMERCIAL ADDITION	2	0.00
14-COMREM - COMMERCIAL REMODEL	2	137.72
DECK - DECK/PORCH	3	0.00
ELEC-NC - ELECTRICAL	1	0.00
FENCE - FENCE	1	0.00
MECH - MECHANICAL	8	1,222.32
MECH-NC - MECHANICAL	1	0.00
PLUM-NC - PLUMBING	1	0.00
ROOF - ROOF	1	0.00
SIDING - SIDING	1	0.00
SIGN-MON - MONUMENT SIGN	1	0.00
SIGN-WALL - WALL SIGN	1	0.00
WH - WATER HEATER CHANGEOUT	6	217.31
*** TOTALS ***	32	1,577.35

8/01/2016 11:05 AM  
PROJECTS: THRU ZZZZZZZZZZ  
PROJECT TYPE: All  
CONTRACTORS: All  
APPLIED DATES: 7/01/2016 THRU 7/31/2016  
STATUS INCLUDED: All

PROJECT MASTER REPORT

CONTRACTOR CLASS: All  
REPORT SEQUENCE: Project  
- All Contractor Classes

EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
ISSUED DATES: 0/00/0000 THRU 99/99/9999

\*\*\* PROJECT TYPE RECAP \*\*\*

PROJECT TYPE	# OF PROJECTS	BALANCE
03-RESADD - RESIDENTIAL ADDITION	1	0.00
04-RESREM - RESIDENTIAL REMODEL	1	0.00
11-NEWCOM - NEW COMMERCIAL BUILDING	1	0.00
13-COMBLD - COMMERCIAL ADDITION	2	0.00
14-COMREM - COMMERCIAL REMODEL	2	137.72
DECK - DECK/PORCH	3	0.00
FENCE - FENCE	1	0.00
MECH - MECHANICAL	8	1,222.32
ROOF - ROOF	1	0.00
SIDING - SIDING	1	0.00
SIGN-MON - MONUMENT SIGN	1	0.00
SIGN-WALL - WALL SIGN	1	0.00
WH - WATER HEATER CHANGEOUT	5	217.31
*** TOTALS ***	28	1,577.35

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contractor Classes

CONTRACTORS: All

APPLIED DATES: 7/01/2016 THRU 7/31/2016

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

ISSUED DATES: 0/00/0000 THRU 99/99/9999

=====

\*\*\* MONTHLY RECAP BASED ON ISSUED DATE \*\*\*

ISSUED YEAR: 2016

MONTH	PROJECTS	VALUATION	BALANCE
JULY	28	3,821,758.00	1,577.35

## SELECTION CRITERIA

-----  
REPORT SELECTION

PROJECT RANGE FROM: THROUGH ZZZZZZZZZZ  
PROJECT TYPE: All  
CONTRACTOR CLASS: All All Contractor Classes  
CONTRACTOR: All  
PROJECT STATUS: All  
SEGMENTS: All  
PHASES: All  
COMMENT CODES: All

-----  
PROJECT DATES

APPLIED RANGE FROM: 07/01/2016 THROUGH 07/31/2016  
ISSUED RANGE FROM: 00/00/0000 THROUGH 99/99/9999  
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999  
COMPLETION RANGE FROM: 00/00/0000 THROUGH 99/99/9999

-----  
BALANCE SELECTION

SELECTION: ALL

-----  
PRINT OPTIONS

PRINT MONTHLY RECAP YES  
PRINT SEGMENTS: YES  
PRINT PHASES: NO  
ONE PROJECT PER PAGE: NO  
PRINT REJECTION NOTES: YES  
PRINT PROJECT W/O SEGMENTS: NO  
PRINT CONDITIONS: NO  
PRINT DESCRIPTION: YES  
PRINT NOTES: NO  
SEQUENCE: Project  
COMMENT CODES: None

-----  
\*\*\* END OF REPORT \*\*\*

# GRINNELL POLICE DEPARTMENT

CITY OF GRINNELL, IOWA

## INTER-OFFICE MEMORANDUM

**FROM:** Dennis Reilly  
Chief of Police

**DATE:** August 10, 2016

**TO:** Honorable Gordon Canfield  
Honorable Council Persons  
Mr. Russell Behrens, City Manager  
Ms. Kay Cmelik, City Clerk

**SUBJECT:** Monthly Report for July

**Areas of Interest/Accomplishments:**

- Collected 4 pounds of prescription drugs from the prescription drug box located in the Public Safety Building lobby.
- PD members assisted with the July 4<sup>th</sup> parade and fireworks, as well as the July 2<sup>nd</sup> All Class Reunion.
- Conducted interviews of police officer candidates.
- One year anniversary of the Zuercher Records Management system implementation.
- I attended the following: Council meeting; Department Head meetings; I-80 traffic incident management meeting; meeting with Grinnell College Sexual Assault Response team; meeting with college security director; Iowa Diversity conference.

Listed below is a summary of activities for the police department during the reporting period.

	<b>July 16</b>	<b>June 16</b>	<b>July 15</b>
<b>Incident Reports</b>	127	161	114
<b>Arrests</b>	25	55	25
<b>Citations</b>	88	60	37
<b>Warnings</b>	239	114	176
<b>PD Collisions</b>	14	12	14
<b>PI Collisions</b>	0	2	0
<b>Hit &amp; Run</b>	3	2	4
<b>Parking Tickets</b>	83	66	70
<b>Calls for Service</b>	1297	1088	849

Respectfully Submitted,



Dennis Reilly  
Chief of Police



**Grinnell FINANCE COMMITTEE Meeting  
MONDAY, AUGUST 15, 2016 AT 7:00 A.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***TENTATIVE AGENDA***

---

**ROLL CALL:** Wray, White, Hansen

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider resolution approving professional services agreement with RDG Planning and Design for the City Hall Relocation (See Resolution No. 2016-163).

**INQUIRIES:**

**ADJOURNMENT:**

**RESOLUTION NO. 2016-163**

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH RDG PLANNING AND DESIGN FOR THE CITY HALL RELOCATION.

WHEREAS, the City Council of the city of Grinnell is contemplating the conversion of the Spaulding Center for Transportation aka ITM into city administrative offices; and

WHEREAS, the city desires professional assistance from RDG Planning and Design for the proposed conversion; and

WHEREAS, the professional services agreement outlines the terms and conditions needed for said City Hall Relocation; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with RDG Planning and Design, Inc. for City Hall Relocation.

Passed and approved this 15th day of August, 2016.

---

Gordon Canfield, Mayor

ATTEST:

---

P. Kay Cmelik, City Clerk/Finance Director



**AIA**<sup>®</sup>

# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Fifth day of August in the year Two Thousand Sixteen  
(August 5, 2016)  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, ~~legal status~~, address and other information)

City of Grinnell  
927 4<sup>th</sup> Avenue  
Grinnell, IA 50012  
**Phone Number: 641-236-2606**  
**www.grinnelliowa.gov**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
(Name, ~~legal status~~, address and other information)

**RDG IA Inc** 2016.472.00 10.1.1  
**d/b/a RDG Planning & Design**  
**301 Grand Avenue**  
**Des Moines, IA 50309-1718**  
**Phone Number: 515-288-3141**  
**www.rdgusa.com**

for the following Project:  
(Name, location and detailed description)

City Hall Relocation  
Grinnell, Iowa

The Owner and Architect agree as follows.

Init.

User Notes:

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

See attached Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

See attached Exhibit A.

.2 Substantial Completion date:

See attached Exhibit A.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

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User Notes:

(1819830629)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for ~~the duration of this Agreement~~ **one (1) year after the date of substantial completion**. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability		
	<b><u>Occurrence Basis</u></b>		
	<b><u>Each Occurrence</u></b>		<b><u>\$1,000,000</u></b>
	<b><u>General Aggregate</u></b>		<b><u>\$2,000,000</u></b>
.2	Automobile Liability		
	<b><u>Combined Single Limit - Each Accident</u></b>		<b><u>\$1,000,000</u></b>
.3	Workers' Compensation		
	<b><u>Statutory Limits</u></b>		
	<b><u>Employers' Liability Each Accident</u></b>		<b><u>\$500,000</u></b>
	<b><u>Employers' Liability Disease – Each Employee</u></b>		<b><u>\$500,000</u></b>
	<b><u>Employers' Liability Disease – Policy Limit</u></b>		<b><u>\$500,000</u></b>
.4	Professional Liability		
	<b><u>Claims Made Basis</u></b>		
	<b><u>Each Claim</u></b>		<b><u>\$2,000,000</u></b>
	<b><u>Policy Year Aggregate</u></b>		<b><u>\$2,000,000</u></b>
.5	<b><u>Excess/Umbrella Liability</u></b>		
	<b><u>Occurrence Basis</u></b>		
	<b><u>Each Occurrence</u></b>		<b><u>\$2,000,000</u></b>
	<b><u>General Aggregate</u></b>		<b><u>\$2,000,000</u></b>

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. **Where site development is part of the Project, civil engineering and landscape architectural services are included.**

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants~~ consultants, **however the Architect is not responsible to coordinate the Owner's or Owner's consultants services.** The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if ~~necessary~~, necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**3.1.7 The Owner recognizes and agrees that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process and such changes, corrections, and modifications may affect the Project schedule or increase the Cost of the Work. The Owner further recognizes and agrees that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.**

**3.1.8 The Owner and the Architect agree that the funding for contingencies provided for in Sections 6.1. and 6.3 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work, as defined in Article 6.**

**Costs attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect shall be the responsibility of the Architect to the extent caused by the negligent act, error, or omission of the Architect but only to the extent that such costs exceed the said five percent (5%) of the Cost of Work portion of the contingency funding as defined in Section 3.1.8.**

**3.1.9 If the project involves making changes to an existing facility, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect is entitled to make reasonable assumptions regarding existing conditions from such Owner supplied documentation and information together with general observation of the existing conditions, where further verification would result in additional cost. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect's Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.**

**3.1.10 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent existing conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.**

Init.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative ~~approaches~~ ~~approaches~~, **if any**, to design and construction of the Project, including the feasibility of incorporating environmentally responsible design ~~approaches~~ ~~approaches~~ **that the Architect deems reasonable**. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and ~~aesthetics~~, aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development ~~Documents~~ documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for ~~Construction.~~ Construction as modified by RDG IA Inc and incorporated herein by this reference as Exhibit C. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible ~~for~~ to the extent of the Architect’s negligent ~~acts~~ acts, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections or to review web-cams, videos, or photographs to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon by the Architect or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed ~~upon~~, upon by the Architect, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<b>Additional Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™ 2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6 Building Information Modeling (E202™ 2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™ 2007)		

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§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™-2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.1.1	As-Constructed Record drawings	<b><u>Not Included</u></b>	
§ 4.1.2	Telecommunications/data design beyond outlets, cabling, and raceways. <b><u>Servers, routers, data switches and equipment are not included.</u></b>	<b><u>Not Included</u></b>	
§ 4.1.3	<b><u>Security surveillance systems design</u></b>	<b><u>Not Included</u></b>	
§ 4.1.4	<b><u>Cabling for security surveillance system design and equipment provided by the Owner</u></b>	<b><u>Not Included</u></b>	
§ 4.1.5	LEED® Certification (B214™-2007)	<b><u>Not Included</u></b>	
§ 4.1.6	<b><u>Multiple phased bid documents, bid/negotiations phases, or construction phases</u></b>	<b><u>Not Included</u></b>	
§ 4.1.7	<b><u>Multiple prime contractor construction administration</u></b>	<b><u>Not Included</u></b>	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to ~~the fault~~ **any negligent act, error, or omission** of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants ~~and~~ or contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance ~~at~~ at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; ~~or~~
- .11 Assistance to the Initial Decision Maker, if other than ~~the Architect~~ the Architect; ~~or~~
- .12 Inspections to determine Substantial Completion when the Work is not sufficiently complete or will result in extensive lists of items to be completed or corrected. When the Work is not sufficiently complete and such inspections are requested by the Contractor or to allow Owner occupancy by the required substantial completion date, the Owner shall have the right to deduct from the Contract Sum amounts paid to the Architect for additional services to conduct such inspections.**

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~() reviews~~ **One (1) review** of each Shop Drawing, Product Data item, sample and similar submittal of the ~~Contractor~~ Contractor;
- .2 ~~() Three (3) visits~~ **per month to a maximum of nine (9) visits** to the site by the Architect over the duration of the Project during ~~construction~~ construction;
- .3 ~~() inspections for any portion~~ **One (1) inspection** of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract ~~Documents~~ Documents;
- .4 ~~() inspections for any portion~~ **One (1) inspection** of the Work to determine final ~~completion~~ completion.

**The Architect shall be compensated for these Additional Services beyond the limits stated above, which will be billed by the Architect in accordance with Section 11.3.**

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall ~~furnish~~ furnish, if determined by the owner and the architect to be necessary for the project, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project ~~benchmark~~ benchmark and conform to the drawing requirements listed below.

### **5.4.1 Site Survey Digital (DWG and PDF) Drawing Requirements:**

- .1 All drawings shall be provided in digital DWG format of AutoCAD 2010 version and a PDF reproducible format;**
- .2 All similar elements with the DWG drawing shall reside on an independent layer with an appropriate descriptive layer naming system with the layer name prefaced with a 'G-\_\_\_\_\_', i.e. layer name 'G-PAVEMENT-ROAD';**
- .3 Layers, objects, blocks, nested blocks, text attributes, and all other elements shall be classified as 'by layer' color and 'by layer' line type. No elements of the DWG drawing shall be classified as 'by object';**
- .4 All contours shall be unbroken/continuous "smart" polylines containing appropriate elevation/z-axis information with text labels along each contour every 200' and/or at every property boundary. All 5-foot contours shall reside on a single independent layer and all other 1-foot contours on a single independent layer; and**
- .5 The digital file must be a single dwg file and not rely on shx, shp, or similar files to create a reproducible PDF.**

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.5 The Owner shall furnish, if determined by the owner and the architect to be necessary for the project, services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, and commissioning of mechanical, electrical, or building envelope as required by codes.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including alleged negligent errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, ~~Architect~~ represent the Architect's judgment as a design ~~professional~~ **professional and are based upon its own historical experience.** It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, inflation, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. **If the Owner wishes greater assurance as to the probable Cost of the Work, the Owner shall engage an independent cost estimating consultant acceptable to the Architect.**

**6.2.1 In the event the Owner engages an independent cost estimating consultant in an effort to produce a project within the Owner's budget for the Cost of the Work, cost estimates by the independent cost estimating consultant shall be performed at the conclusion of Design Development Documents, 50% complete Construction Documents.**

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.~~

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7 Due to uncertainty in the availability of construction labor and materials and the resulting impact on inflation and construction costs, the Architect cannot and does not warrant or represent that the Cost of the Work will be within the Owner's budget for the Cost of the Work.** If the Owner chooses to proceed under Section 6.6.4, the Architect, ~~without additional compensation,~~ **as Additional Services**, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. **The Architect shall be entitled to compensation in accordance with this Agreement for all services performed (including, but not limited to, redesigning, redrawing, rebidding, and renegotiating) whether or not construction is commenced.**

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

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and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them ~~similar~~ **the same scope of** waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, ~~unless if~~ the parties mutually agree ~~otherwise,~~ shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

**8.2.5 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with contractors and consultants retained for the Project and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.**

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

**9.9 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.**

**9.10 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 3.1.10, Article 7, Article 8, Article 10, and Article 12.**

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for ~~Construction~~ **Construction in the form attached to this Agreement as Exhibit C.**

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**Compensation shall be a lump sum of Seventy Six Thousand Seven Hundred Eighty Dollars (\$76,780.00) plus reimbursable expenses.**

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**Compensation shall be hourly based on the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit B and incorporated herein by this reference.**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

**Compensation shall be hourly based on the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit B and incorporated herein by this reference.**

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%)~~, **ten percent (10%)**, or as otherwise stated below:

§ 11.5 ~~Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

Schematic Design Phase	<del>percent (—%)</del>	<del>( )</del>	<del>( )</del>	<del>( )</del>
Design Development Phase	<del>percent (—%)</del>	<del>( )</del>	<del>( )</del>	<del>( )</del>
Construction Documents Phase	<del>percent (—%)</del>	<del>( )</del>	<del>( )</del>	<del>( )</del>
Bidding or Negotiation Phase	<del>percent (—%)</del>	<del>( )</del>	<del>( )</del>	<del>( )</del>
Construction Phase	<del>percent (—%)</del>	<del>( )</del>	<del>( )</del>	<del>( )</del>
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (—)</b>	<b>100</b>	<b>(%)</b>

§ 11.6 When ~~compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.~~ **this Article 11**. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if ~~any, are any, are~~ set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's ~~consultants' normal consultants' normal~~ review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

#### **Standard Hourly Rate Schedule. Exhibit B**

<b>Employee or Category</b>	<b>Rate</b>
-----------------------------	-------------

#### **§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ **ten percent (10%)** of the expenses incurred.

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## § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**The Owner shall pay twenty percent (20%) of fees earned to date of termination.**

## § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of (~~\$~~) **zero dollars and no cents** (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) **sixty (60)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

% **One percent (1%) per month**

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees **in writing** or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

**12.1 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA.**

**12.2 If the Project involves making changes to an existing facility, the Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements.**

**12.3 To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for claims brought by or through the Owner to the sum of \$50,000.00 or the Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**

**12.4 The Owner and Architect mutually acknowledge that if a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building-rating system, that the Project cannot achieve LEED® certification until after substantial**

completion of construction and will be subject to the LEED®-certification processes and procedures as determined by the USGBC. The Owner acknowledges that these procedures are outside the control of the Architect, may not be uniformly implemented, and may be subject to change at any time. Further, the Owner acknowledges that LEED® certification will require input and effort from the Owner and the Architect as well as other consultants, contractors, and other persons associated with the Project that are not parties to this Agreement.

The Architect will make reasonable efforts to facilitate and coordinate the LEED® certification for the Project, subject to scope of services, and the terms and provisions of this Agreement. The Architect does not warrant or guarantee LEED® certification or the actual performance of the building based on the Architect's design drawings, specifications, or resource use or consumption modeling for the Project, and does not warrant or guarantee certain performance levels anticipated through the LEED®-certification process.

12.5 If this Agreement is terminated, other than pursuant to Section 9.4, the license granted in Section 7.3 shall terminate and the Owner's obligations set forth in Section 7.3.1 and Section 11.9 shall govern.

12.6 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, State, or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or ~~oral~~-oral, **including but not limited to, the terms of any purchase order, invoice, bid document, or proposal attached to the Agreement.** This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect **as modified by RDG IA Inc.**
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)
  - i. **Exhibit A Scope of Services attached hereto and incorporated herein by this reference.**
  - ii. **Exhibit B Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference.**
  - iii. **Exhibit C A201™-2007, General Conditions of Contract for Construction, as modified by RDG IA Inc attached hereto and incorporated herein by this reference.**

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)  
Mayor or Designee  
City of Grinnell

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
Philip A. Hodgin  
Principal

\_\_\_\_\_  
(Printed name and title)

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User Notes:

(1819830629)

August 5, 2016

RE: Grinnell City Hall Relocation to former Iowa Transportation Museum

RDG #2016.472.00

Professional design services will include:

- Meeting with the City staff to fully develop program and spatial relationships. The consolidated and aggressive timeline as proposed will require immediate reaction to design decisions by the Owner. This meeting will consist of a one-day on-site charrette to finalize space planning.
- Modifications to existing architectural walls and doors, floors, ceilings, and finishes, as appropriate to accommodate new program.
- Modifications to existing mechanical, electrical, plumbing, fire alarm, fire suppression systems, as appropriate to accommodate new program.
- Selections and recommendations for systems furniture to include movable walls, doors, casework, etc.
- Providing drawings and specifications, appropriate for public bidding, for the implementation of the modifications, including placement and selection of systems furniture components. (Note: City is responsible for public notices and other public bidding requirements.)
- Bidding and Construction Administration Services.
- Focus of work is on the former Administration Building (also known as Building B) and the link building, minimize impact on existing buildings, continue an abbreviated transportation museum and education mission.

Additional design services proposed under separate billing:

- Graphic design services, signage and wayfinding, themed images, and artwork.

Design services that are excluded, but could be added by agreement:

- |  |                                |
|--|--------------------------------|
| • Structural engineering.                    | • Computer systems design.     |
| • Graphic design.                            | • Audio/Visual systems design. |
| • Security & access controls systems design. | • Signage and Wayfinding.      |
| • Parking and Landscape design.              |                                |

Program to include:

- |  |  |
|--|--|
| • <i>City Manager Office</i>               | • <i>Administrative Assistant/Receptionist</i> |
| • <i>City Clerk/Finance Officer Office</i> | • <i>Mayor's Office</i>                        |
| • <i>Deputy City Clerk</i>                 | • <i>Building and Planning Department</i>      |
| • <i>Accounts Receivable</i>               | • <i>Water Resources Director</i>              |



- *Low Rent Housing Director*
- *POW I80 directors and one staff*
- *Storage*
- *Break Room*
- *Restrooms (existing)*
- *Entrance / Access*
- *Museum space (limited)*
- *Furniture*
- *Preserve existing flooring / ceilings*
- *Exterior considerations*

Tentative timeline:

Kick-off meeting / programming	7/29/2016
Design contract finalized	8/5/2016
Schematic Design complete	8/8/2016
Design Development complete	8/12/2016
Final Owner design review and approval	8/19/2016
Bidding Documents available	9/5/2016
Open Bids	9/19/2016
Construction begins	9/29/2016
Move-in City Staff	12/1/2016

The proposed timeline and fees are based on a construction budget, including furniture, of approximately \$500,000.00 to \$600,000.00. We anticipate a Furniture budget of approximately \$170,000.00, and furniture includes systems furniture, movable walls, and partitions.

Lump-Sum Flat Fee for the inclusive professional design services illustrated above.

Lump Sum.....\$76,780.00

Typical reimbursable expenses, including printing and travel, will be billed at 1.1x cost.

Respectively submitted,

Scotney Fenton, AIA  
Partner



Effective January 1, 2016\*

## standard hourly rate schedule

TITLE	RATE/HOUR
Principal .....	\$225.00
Architect.....	\$184.00
Architect.....	\$171.00
Architect.....	\$155.00
Architect.....	\$148.00
Architect.....	\$121.00
Architect.....	\$105.00
Architectural Intern .....	\$148.00
Architectural Intern .....	\$105.00
Architectural Intern .....	\$90.00
Architectural Intern .....	\$85.00
Architectural Intern .....	\$80.00
Architectural Intern .....	\$47.00
Architectural Technician .....	\$121.00
Architectural Technician .....	\$101.00
Architectural Technician .....	\$47.00
Landscape Architect .....	\$171.00
Landscape Architect .....	\$163.00
Landscape Architect .....	\$148.00
Landscape Architect .....	\$121.00
Landscape Architect .....	\$105.00
Landscape Architectural Intern .....	\$85.00
Landscape Architectural Intern .....	\$80.00
Landscape Architectural Intern .....	\$47.00
Sustainability Strategist .....	\$207.00
Water Resource Engineer.....	\$171.00
Professional Engineer .....	\$184.00
Professional Engineer .....	\$148.00
Engineering Technician.....	\$101.00
Engineering Technician.....	\$90.00
Interior Designer .....	\$148.00
Interior Designer .....	\$105.00
Interior Designer .....	\$90.00
Interior Design Intern .....	\$80.00
Interior Design Intern .....	\$47.00
Lighting Designer.....	\$171.00
Artist.....	\$171.00
Artist.....	\$105.00
Artist.....	\$90.00
Artist.....	\$80.00
Artist.....	\$60.00
Project Manager .....	\$171.00
Project Administrator .....	\$171.00
LEED Administrator .....	\$148.00
Project Coordinator .....	\$84.00
Multi Media Designer.....	\$101.00
Multi Media Designer.....	\$90.00
Videographer .....	\$105.00
Marketing Coordinator .....	\$105.00
Office Administrator .....	\$80.00
Office Assistant.....	\$47.00

\*Current hourly rates may be adjusted annually on January 1 of each year.





# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Grinnell City Hall Relocation

Grinnell, IA

### THE OWNER:

*(Name, legal status and address)*

City of Grinnell

927 4th Avenue

Grinnell, IA 50112

Phone Number: 641-236-2606

www.grinnelliowa.gov

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### THE ARCHITECT:

*(Name, legal status and address)*

RDG IA Inc

2016.472.00

10.1.1

d/b/a RDG Planning & Design

301 Grand Avenue

Des Moines, IA 50309-1718

Phone Number: 515-288-3141

www.rdgusa.com

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

## § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

## § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

## § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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**GRINNELL PLANNING COMMITTEE MEETING  
MONDAY, AUGUST 15, 2016 AT 4:45 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***TENTATIVE AGENDA***

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**ROLL CALL:** Bly (Chair), Burnell, Hansen

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Update on development of an improvement plan for the downtown.
2. Review working draft of the capital improvement plan.
3. Discussion in regard to entrance sign improvements.

**INQUIRIES:**

**ADJOURNMENT:**

City of Grinnell, Iowa  
*Capital Improvement Plan*  
 FY '18 thru FY '22

**PROJECTS BY FUNDING SOURCE**

Source	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Building Permit Fees (BPF)</b>								
Accounting-Administrative Software Upgrade	001-20-01	3			10,000			10,000
<b>Building Permit Fees (BPF) Total</b>					<b>10,000</b>			<b>10,000</b>
<b>Capital Loan Notes (CLN)</b>								
Accounting-Administrative Software Upgrade	001-20-01	3			30,000			30,000
Police Vehicle Replacement - Investigations-Hybrid	115-18-01	3	50,000					50,000
Police Vehicle Replacement - PL #4	115-19-01	3		50,000				50,000
Police Vehicle Replacement - Tahoe	115-20-01	3			50,000			50,000
Police Vehicle Replacement	115-21-01	3				50,000		50,000
Police Vehicle Replacement	115-22-01	3					50,000	50,000
Fire Pick Up Truck Replacement	150-18-01	4	35,000					35,000
Purchase New Self Contained Breathing Apparatus	150-20-1	3			25,000	25,000		50,000
Fire Aerial Pumper Set Aside	150-22-01	2	30,000	30,000	30,000	30,000	30,000	150,000
Skate Structure	430-19-01	3	25,000					25,000
Cemetery Road Improvements	455-21-01	3	50,000	50,000	50,000	50,000	50,000	250,000
Grinnell Mutual Family Aquatic Center	460-20-01	3			30,000			30,000
<b>Capital Loan Notes (CLN) Total</b>			<b>190,000</b>	<b>130,000</b>	<b>215,000</b>	<b>155,000</b>	<b>130,000</b>	<b>820,000</b>
<b>Equipment Replacement</b>								
Accounting-Administrative Software Upgrade	001-20-01	3			15,000			15,000
Fire Aerial Pumper Set Aside	150-22-01	2					400,000	400,000
<b>Equipment Replacement Total</b>					<b>15,000</b>		<b>400,000</b>	<b>415,000</b>
<b>General Obligation Bonds (GO)</b>								
5th Avenue - East Street to Penrose Street	272-18-01	3	335,000					335,000
Tenth Avenue - West Street to Park Street	272-19-01	3		474,664				474,664
East Street - 8th to Garfield	272-20-01	3			1,740,000			1,740,000
Summer Street - 4th Avenue to 6th Avenue	272-21-01	3				235,600		235,600
Reed Street - 1st Avenue to 6th Avenue	272-22-02	5					183,000	183,000
<b>General Obligation Bonds (GO) Total</b>			<b>335,000</b>	<b>474,664</b>	<b>1,740,000</b>	<b>235,600</b>	<b>183,000</b>	<b>2,968,264</b>
<b>Grinnell College (GC)</b>								
Fire Aerial Pumper Set Aside	150-22-01	2					200,000	200,000
Van Horn Park	430-22-01	4					2,500	2,500
<b>Grinnell College (GC) Total</b>							<b>202,500</b>	<b>202,500</b>
<b>Hotel Tax (HT)</b>								

Source	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
GART Stagecoach to Industrial Avenue	212-22-01	5					100,000	100,000
Skate Structure	430-19-01	3	25,000					25,000
Van Horn Park	430-22-01	4					17,500	17,500
<b>Hotel Tax (HT) Total</b>			<b>25,000</b>				<b>117,500</b>	<b>142,500</b>

### Intergovernmental Grants (IG)

Fire Aerial Pumper Set Aside	150-22-01	2					50,000	50,000
GART Stagecoach to Industrial Avenue	212-22-01	5					475,000	475,000
East Street - 8th to Garfield	272-20-01	3			800,000			800,000
Design Runway Rehab and Lighting	350-18-01	1	90,000					90,000
Runway Pavement Rehabilitation - Lighting	350-19-01	2		3,510,000				3,510,000
Replace Underground Fuel Storage	350-20-01	2			360,000			360,000
Fuel Dispenser Improvements	350-21-01	2				165,750		165,750
Land Acquisition for Partial Parallel Taxiway 31	350-22-01	3					54,000	54,000
Van Horn Park	430-22-01	4					15,000	15,000
<b>Intergovernmental Grants (IG) Total</b>			<b>90,000</b>	<b>3,510,000</b>	<b>1,160,000</b>	<b>165,750</b>	<b>594,000</b>	<b>5,519,750</b>

### Private Donations (PD)

Fire Aerial Pumper Set Aside	150-22-01	2					100,000	100,000
Skate Structure	430-19-01	3	200,000					200,000
Van Horn Park	430-22-01	4					25,000	25,000
Grinnell Mutual Family Aquatic Center	460-20-01	3			40,000			40,000
<b>Private Donations (PD) Total</b>			<b>200,000</b>		<b>40,000</b>		<b>125,000</b>	<b>365,000</b>

### Revenue Bonds (RB)

Water Storage South Grinnell	610-19-03	1		1,550,000				1,550,000
Multiple Water Main Replacements	610-20-02	1			1,125,000			1,125,000
WWTP Construction	620-17-01	3	9,200,000					9,200,000
<b>Revenue Bonds (RB) Total</b>			<b>9,200,000</b>	<b>1,550,000</b>	<b>1,125,000</b>			<b>11,875,000</b>

### Sanitary Sewer Fees (SSWF)

Accounting-Administrative Software Upgrade	001-20-01	3			10,000			10,000
End Loader Replacement	214-18-01	3	25,000					25,000
Backhoe Replacement	214-18-03	3	20,000					20,000
Summer Street Park	493-18-01	2	115,000					115,000
<b>Sanitary Sewer Fees (SSWF) Total</b>			<b>160,000</b>		<b>10,000</b>			<b>170,000</b>

### Solid Waste Fees Comm (SWC)

Accounting-Administrative Software Upgrade	001-20-01	3			5,000			5,000
<b>Solid Waste Fees Comm (SWC) Total</b>					<b>5,000</b>			<b>5,000</b>

### Solid Waste Fees Res (SW-R)

Accounting-Administrative Software Upgrade	001-20-01	3			5,000			5,000
<b>Solid Waste Fees Res (SW-R) Total</b>					<b>5,000</b>			<b>5,000</b>

Source	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Storm Sewer Fees (StSw)</b>								
Accounting-Administrative Software Upgrade	001-20-01	3			5,000			5,000
East Street - 8th to Garfield	272-20-01	3		70,000				70,000
Summer Street - 4th Avenue to 6th Avenue	272-21-01	3				10,000		10,000
10th Avenue and Railroad Crossing Project	840-20-01	1			90,000			90,000
Street Sweeper Replacement	860-19-01	5		75,000				75,000
<b>Storm Sewer Fees (StSw) Total</b>				<b>145,000</b>	<b>95,000</b>	<b>10,000</b>		<b>250,000</b>
<b>Street Equipment Depreciation (ST D)</b>								
End Loader Replacement	214-18-01	3	50,000					50,000
Vehicle Replacement - Streets	214-18-02	4	30,000					30,000
Backhoe Replacement	214-18-03	3	40,000					40,000
Vehicle Replacement - Streets	214-19-01	4		25,000				25,000
Street Sweeper Replacement	860-19-01	5		75,000				75,000
<b>Street Equipment Depreciation (ST DEP) Total</b>			<b>120,000</b>	<b>100,000</b>				<b>220,000</b>
<b>Tax Increment Financing (TIF)</b>								
GART Stagecoach to Industrial Avenue	212-22-01	5					200,000	200,000
Design Runway Rehab and Lighting	350-18-01	1	10,000					10,000
Runway Pavement Rehabilitation - Lighting	350-19-01	2		390,000				390,000
Replace Underground Fuel Storage	350-20-01	2			40,000			40,000
Fuel Dispenser Improvements	350-21-01	2				29,250		29,250
Land Acquisition for Partial Parallel Taxiway 31	350-22-01	3					6,000	6,000
Water Storage South Grinnell	610-19-03	1	50,000					50,000
Airport Water Main Connection	610-22-02	3					25,000	25,000
<b>Tax Increment Financing (TIF) Total</b>			<b>60,000</b>	<b>390,000</b>	<b>40,000</b>	<b>29,250</b>	<b>231,000</b>	<b>750,250</b>
<b>Water Fees / Reserves (WF)</b>								
Accounting-Administrative Software Upgrade	001-20-01	3			10,000			10,000
End Loader Replacement	214-18-01	3	25,000					25,000
Backhoe Replacement	214-18-03	3	20,000					20,000
10th Avenue Water Main Project - Park to Main	610-18-01	3	175,000					175,000
East Street IIRR Water Main Crossing	610-19-02	3		25,000				25,000
Water Storage South Grinnell	610-19-03	1			150,000			150,000
#7 Well Transmission Main	610-20-01	3			115,000			115,000
10th Avenue Water Main Project - East to Penrose	610-21-01	3				450,000		450,000
1st Avenue Water Main Replacement	610-21-02	3				200,000		200,000
Airport 12" Water Main Extension	610-22-01	3					350,000	350,000
Chlorine Monitoring	610-22-03	1					12,500	12,500
<b>Water Fees / Reserves (WF) Total</b>			<b>220,000</b>	<b>25,000</b>	<b>275,000</b>	<b>650,000</b>	<b>362,500</b>	<b>1,532,500</b>
<b>GRAND TOTAL</b>			<b>10,600,000</b>	<b>6,324,664</b>	<b>4,735,000</b>	<b>1,245,600</b>	<b>2,345,500</b>	<b>25,250,764</b>

# Capital Improvement Plan

FY '18 thru FY '22

**Department** Administration

## City of Grinnell, Iowa

**Contact** City Clerk

**Project #** 001-20-01  
**Project Name** Accounting-Administrative Software Upgrade

**Type** Equipment

**Useful Life** 10 years

**Category** Computer/Commun Equip

**Budget Code**

**Priority** 3 Important

### Description

The current software program was purchased in 2004 and the useful life is approximately 10-15 years. The current software has been adequate, however administrative staff have expressed a desire to improve this software for several years. They believe the reports are cumbersome and not as useful as necessary.

### Justification

The INCODE INVISION software does not allow for sequence files for subtotaling, grand total, or single line report printing. This means staff is not allowed to subtotal budget programs or revenue sources in an effective and efficient manner. Staff is forced to hand compute a lot of entries for state reporting and monthly reporting. Staff spends a great deal of time adding up programs and departments. It also does not provide for a streamlined reporting of individual account numbers such as transfer accounts for all departments. It will print on 100 pages and require staff to individually pick out and add the numbers to reach totals.

The advantages of the new system would be a reporting system that provides streamlined reports for budgeting and state report with a more effective checks and balance reporting with grand totals. There are additional modules available for this current system but they are cost prohibitive with start up and yearly maintenance fees. There are also no local training centers and this requires rather expensive travel and longer periods away from work for employees.

We would also like to allow on line bill paying, debit and credit card payments which the new system could provide. It is our hope to provide email statements and online review of accounts. There are many more options we would like to provide (building permit applications, deposit applications, and other items online). We believe it would be more effective and less expensive with a new provider.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Communication/Computer Equipment			90,000			90,000
<b>Total</b>			<b>90,000</b>			<b>90,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Building Permit Fees (BPF)			10,000			10,000
Capital Loan Notes (CLN)			30,000			30,000
Equipment Replacement			15,000			15,000
Sanitary Sewer Fees (SSWF)			10,000			10,000
Solid Waste Fees Comm (SWC)			5,000			5,000
Solid Waste Fees Res (SW-R)			5,000			5,000
Storm Sewer Fees (StSw)			5,000			5,000
Water Fees / Reserves (WF)			10,000			10,000
<b>Total</b>			<b>90,000</b>			<b>90,000</b>

### Budget Impact/Other

Streamlined reporting system.  
 Better and easier to understand reporting for other agencies and departments.  
 Ability to print reports in a single line item on one page rather than numerous pages without totals.  
 Lower yearly maintenance costs.  
 New providers are located in the Midwest with onsite training opposed to current Texas location of current provider.

**Capital Improvement Plan**  
**City of Grinnell, Iowa**

FY '18 *thru* FY '22

**Department** Administration

**Contact** City Clerk

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Airport  
**Contact** City Manager  
**Type** Improvement  
**Useful Life** 40 years  
**Category** Safety & Security  
**Priority** 1 High Priority

**Project #** 350-18-01  
**Project Name** Design Runway Rehab and Lighting

**Budget Code**

### Description

This is the preliminary design for the pavement rehabilitation and lighting improvements.

### Justification

This step is necessary to request funding from the FAA. It is also necessary to determine the best course of action to improve the runway.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Planning/Design/Engineering	100,000					100,000
<b>Total</b>	<b>100,000</b>					<b>100,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Intergovernmental Grants (IG)	90,000					90,000
Tax Increment Financing (TIF)	10,000					10,000
<b>Total</b>	<b>100,000</b>					<b>100,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Airport  
**Contact** City Manager  
**Type** Maintenance  
**Useful Life** 40 years  
**Category** Safety & Security  
**Priority** 2 Very Important

**Project #** 350-19-01  
**Project Name** Runway Pavement Rehabilitation - Lighting

**Budget Code**

### Description

The original runway is now 30 years old and the pavement has 'cancer' as described to us by the FAA engineers. The primary pavement failure is at the joints and it is expanding from that point. The project will likely us FAA discretionary funding - 90% fed / 10% local. The airport lighting is also in need of replacement as it is also 30 years old.

### Justification

We are starting to experience 'blow ups' in additional the failures occurring around all the joints. The pavement is also 30 years old and has reached is expected life cycle end.

We will perform a pavement analysis/study prior to the start of design for this work to determine the best course of action and scope of this project.

The airport lighting is not reliable and is in need of replacement. It is most cost effective to replace this lighting as part of the runway project.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering		500,000				500,000
Construction/Maintenance		3,400,000				3,400,000
<b>Total</b>		<b>3,900,000</b>				<b>3,900,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Intergovernmental Grants (IG)		3,510,000				3,510,000
Tax Increment Financing (TIF)		390,000				390,000
<b>Total</b>		<b>3,900,000</b>				<b>3,900,000</b>

### Budget Impact/Other

This will reduce maintenance costs.

# Capital Improvement Plan

FY '18 thru FY '22

**Department** Airport

## City of Grinnell, Iowa

**Contact** City Manager

**Project #** 350-20-01

**Type** Equipment

**Project Name** Replace Underground Fuel Storage

**Useful Life** 40 years

**Category** General Equipment

**Budget Code**

**Priority** 2 Very Important

### Description

There have been maintenance problems with the existing tanks and we monitor them very closely. The city has had many problems with these tanks in recent history and we desire to redesign and construct a new system at the earliest possible convenience. The addition of credit card readers has been positive. We have had problems with inaccurate metering of fuel which can be very dangerous for airplanes.

The new system will consist of 10,000 gallon above ground Avgas tank, a 10,000 jet fuel tank, dispenser, and related appurtenances.

We believe we can use 90% federal funding for this project.

### Justification

If the tanks were to leak or have ongoing maintenance problems, the cost could be substantial. Our predications were proven correct late winter 2008 when a leak occurred and the city incurred significant financial costs although the remedies after that event have improved the situation greatly.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Planning/Design/Engineering			40,000			40,000
Construction/Maintenance			360,000			360,000
<b>Total</b>			<b>400,000</b>			<b>400,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Intergovernmental Grants (IG)			360,000			360,000
Tax Increment Financing (TIF)			40,000			40,000
<b>Total</b>			<b>400,000</b>			<b>400,000</b>

### Budget Impact/Other

This new system should substantially reduce the risk and exposure to the city. This will also provide a better fueling system for the Fixed Base Operator and patrons.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Airport  
**Contact** City Manager  
**Type** New Construction  
**Useful Life** 40 years  
**Category** General Equipment  
**Priority** 2 Very Important

**Project #** 350-21-01  
**Project Name** Fuel Dispenser Improvements

**Budget Code**

**Description**  
 The fuel tanks will have been installed the previous year and this is the new equipment to dispense the fuel. It is broken into two years to increase the likelihood of state funding.

**Justification**  
 This equipment is the essential second step to improve the airport fueling system.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering				24,000		24,000
Construction/Maintenance				171,000		171,000
<b>Total</b>				<b>195,000</b>		<b>195,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Intergovernmental Grants (IG)				165,750		165,750
Tax Increment Financing (TIF)				29,250		29,250
<b>Total</b>				<b>195,000</b>		<b>195,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Airport  
**Contact** City Manager  
**Type** New Construction  
**Useful Life** 40 years  
**Category** Safety & Security  
**Priority** 3 Important

**Project #** 350-22-01  
**Project Name** Land Acquisition for Partial Parallel Taxiway 31

**Budget Code**

**Description**  
 Purchase land to construct a partial parallel taxiway to runway end 31. This will create a link for planes to travel from the apron/hangars to the holding area at 31.

**Justification**  
 This will improve safety and efficiency.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering					6,000	6,000
Land Acquisition					54,000	54,000
<b>Total</b>					<b>60,000</b>	<b>60,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Intergovernmental Grants (IG)					54,000	54,000
Tax Increment Financing (TIF)					6,000	6,000
<b>Total</b>					<b>60,000</b>	<b>60,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

Department Fire

## City of Grinnell, Iowa

Contact

**Project #** 150-18-01  
**Project Name** Fire Pick Up Truck Replacement

**Type** Vehicle

**Useful Life** 15 Years

**Category** Unassigned

Budget Code

**Priority** 4 Less Important

**Description**  
 The current truck is a 2006 Chevrolet 1500 with 70,000 miles. The body is starting to rust and maintenance is becoming more frequent.

**Justification**  
 This vehicle is used in day to day operations and responding to emergencies. Often used for moving people and equipment in difficult environments, off road, high water, snow, etc.  
 The fire chief is on call 24/7/365 so we allow him to take this vehicle home and for limited personal use since we expect him to be ready to respond at a moments notice.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings	35,000					35,000
<b>Total</b>	<b>35,000</b>					<b>35,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Capital Loan Notes (CLN)	35,000					35,000
<b>Total</b>	<b>35,000</b>					<b>35,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

City of Grinnell, Iowa

**Department** Fire  
**Contact** Fire Chief  
**Type** Equipment  
**Useful Life** 15 Years  
**Category** Safety & Security  
**Priority** 3 Important

**Project #** 150-20-1  
**Project Name** Purchase New Self Contained Breathing Apparatus

**Budget Code**

**Description**  
 This will include purchase of 60 new SCBA bottles.

**Justification**  
 These SCBA bottles must be replaced every 15 years.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings			25,000	25,000		50,000
<b>Total</b>			<b>25,000</b>	<b>25,000</b>		<b>50,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Capital Loan Notes (CLN)			25,000	25,000		50,000
<b>Total</b>			<b>25,000</b>	<b>25,000</b>		<b>50,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 thru FY '22

**Department** Fire  
**Contact** Fire Chief

## City of Grinnell, Iowa

**Project #** 150-22-01  
**Project Name** Fire Aerial Pumper Set Aside

**Type** Vehicle  
**Useful Life** 20 years  
**Category** Vehicles  
**Priority** 2 Very Important

**Budget Code**

### Description

The aerial pumper is anticipated for replacement in 2022 and it is estimated that the cost at that time for a new unit will be \$900,000+. If the city places \$30,000 into this set aside each year for the next five years (18-19-20-21-22) there will be approximately \$560,000 (includes modest interest) in that fund in 2022. The city will likely need to consider trying to raise some of the money from private sources when they move forward with replacement - for example, this piece of equipment is very important to fire protection and life safety for Grinnell College as a result of their building designs and the nature of dormitory living so they may be willing to consider a contribution. We have already made a request to the Office of Community Enhancement and Engagement to provide \$200,000 for this unit.

### Justification

This is a critical piece of equipment. Without this set aside each year, the city would be forced to issue bonds for the purchase and pay interest costs, delay necessary purchases, and/or investigate a lease. The city has avoided these more costly approaches in the past and plans to avoid them in the future. The National Fire Protection Agency recommends removing any fire apparatus 30 years and older from front line service. The current unit model year is 1991. This piece of equipment is very important for the provision of fire protection and life safety throughout the community but especially on the Grinnell College campus.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Equip/Vehicles/Furnishings					750,000	750,000
Annual Set Aside - Future Purchase	30,000	30,000	30,000	30,000	30,000	150,000
<b>Total</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>780,000</b>	<b>900,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Capital Loan Notes (CLN)	30,000	30,000	30,000	30,000	30,000	150,000
Equipment Replacement					400,000	400,000
Grinnell College (GC)					200,000	200,000
Intergovernmental Grants (IG)					50,000	50,000
Private Donations (PD)					100,000	100,000
<b>Total</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>780,000</b>	<b>900,000</b>

### Budget Impact/Other

The balance in the Fire Equipment Depreciation Account as of June 30, 2016, is projected at \$269,150.

It is also possible that we could receive a \$50,000 USDA equipment grant.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Parks  
**Contact** Parks and Recreation Director  
**Type** New Construction  
**Useful Life** 25 years  
**Category** Park Improvements  
**Priority** 3 Important

**Project #** 430-19-01  
**Project Name** Skate Structure

**Budget Code**

### Description

Imagine Grinnell and Greater Poweshiek Community Foundation have partnered with the Grinnell Park and Rec Board to develop a concept design for the new skate structure at Bailey Park. The total project cost is \$250,000. The project partners have indicated they will ask for 20% of the total project cost or \$50,000 whichever is less from the city of Grinnell.

### Justification

The wooden skate components that installed in Bailey Park were very popular and were intended to be an experiment. Based on the popularity of those components we believe a new concrete skate structure is warranted.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Construction/Maintenance	250,000					250,000
<b>Total</b>	<b>250,000</b>					<b>250,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Capital Loan Notes (CLN)	25,000					25,000
Hotel Tax (HT)	25,000					25,000
Private Donations (PD)	200,000					200,000
<b>Total</b>	<b>250,000</b>					<b>250,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Parks  
**Contact** Parks and Recreation Director  
**Type** Improvement  
**Useful Life** 25 years  
**Category** Park Improvements  
**Priority** 4 Less Important

## City of Grinnell, Iowa

**Project #** 430-22-01  
**Project Name** Van Horn Park

**Budget Code**

### Description

Van Horn Park recently added new play equipment and a sidewalk from Spring Street to this play equipment. Many of the children that use this equipment live on Reed, Prairie, 14th Avenue, Spencer, and 16th Avenue. This has increased usage of this park significantly. This park would benefit from the completion of this sidewalk to the west connecting to 16th Avenue near Reed Street and the dead end at Spencer Street. There has also been interest in improving the basketball court at Van Horn by improving the playing surface (it is in pretty good shape now requires repairs and maintenance work).

### Justification

This park serves a neighborhood with many children and there are no other park facilities in the area. The neighborhood funded a large portion of the improvements that have been made to date and will likely support the completion of those improvements. Since the park has very limited street access this walking trail is important to access the basketball court and play equipment and to provide another use for the park. Walkers, casual cyclists, and joggers will enjoy the trail.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Construction/Maintenance					60,000	60,000
<b>Total</b>					<b>60,000</b>	<b>60,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Grinnell College (GC)					2,500	2,500
Hotel Tax (HT)					17,500	17,500
Intergovernmental Grants (IG)					15,000	15,000
Private Donations (PD)					25,000	25,000
<b>Total</b>					<b>60,000</b>	<b>60,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Parks  
**Contact** Public Services Director  
**Type** Improvement  
**Useful Life** 40 years  
**Category** Park Improvements  
**Priority** 3 Important

**Project #** 455-21-01  
**Project Name** Cemetery Road Improvements

**Budget Code**

**Description**

Many of the roadways in the cemetery were in very poor condition when the cemetery was taken over by the city. The roadways currently have curb and gutter on portions and this may not be necessary when reconstructed. The most likely design option would be 6" of Portland Cement Concrete with 4" road stone base. Some areas may require some type of sub drain. On less traveled roads an asphalt mat may be an option.

We made good progress over the past five years but it has slowed as the Capital Loan Note funds have diminished with the need to increase the Trust and Agency Levy to cover increased health care costs and reductions in property tax revenues.

**Justification**

These roads do not receive large volumes of traffic; however these roads have deteriorated to the point that reconstruction is necessary on significant portions. The cemetery has many visitors and is an important part of our community.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Construction/Maintenance	50,000	50,000	50,000	50,000	50,000	250,000
<b>Total</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>250,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Capital Loan Notes (CLN)	50,000	50,000	50,000	50,000	50,000	250,000
<b>Total</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>250,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Parks  
**Contact** Parks and Recreation Director  
**Type** New Construction  
**Useful Life** 50 years  
**Category** Park Improvements  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 460-20-01  
**Project Name** Grinnell Mutual Family Aquatic Center

**Budget Code**

### Description

The only remaining item at the aquatic center is area lighting. We believe these costs can be covered by a combination of city funds and private funds. The pool lighting is estimated to cost \$70,000.

### Justification

We are currently averaging over 500 people per day in season at the aquatic center. The pool area lighting will allow rentals in the evening and more access for citizens to the facility. The summer season is so short in Iowa that it is important to maximize very minute in the summer.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Equip/Vehicles/Furnishings			70,000			70,000
<b>Total</b>			<b>70,000</b>			<b>70,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Capital Loan Notes (CLN)			30,000			30,000
Private Donations (PD)			40,000			40,000
<b>Total</b>			<b>70,000</b>			<b>70,000</b>

### Budget Impact/Other

We are working hard to operate the new aquatic center in a manner that will reduce general fund support.

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Police  
**Contact** Chief of Police  
**Type** Vehicle  
**Useful Life** 4 years  
**Category** Vehicles  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 115-18-01  
**Project Name** Police Vehicle Replacement - Investigations-Hybrid

**Budget Code**

### Description

Purchase new police vehicles as part of the replacement program.

2010 Dodge Avenger, grey, 88,778 miles purchased 10-09-10. \$20,000

PL #5 2009 Saturn Vue 40,951 miles purchased on 4-1-09. \$30,000

### Justification

Presently there is one undercover police vehicle assigned to the police department investigations as a take home vehicle. This officer is on-call and responds to incidents at all hours of the day and night. It is used as a surveillance vehicle and in high risk operations where a marked police car could be compromised.

This also involves the replacement of the Saturn Vue Hybrid. Presently there are seven vehicles assigned to the police department. Historically, one to two vehicles are replaced each year due to depreciation. At times three or four have been purchased at one time. Cars are taken out of service at 100,000 miles at approximately 5 years. These vehicles are replaced to rotate older vehicles out of the fleet. With a staff of 14 sworn officers (two or three on duty at all times) and reserves, plus large public events frequently scheduled, the police department requests to have six patrol vehicles.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings	50,000					50,000
<b>Total</b>	<b>50,000</b>					<b>50,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Capital Loan Notes (CLN)	50,000					50,000
<b>Total</b>	<b>50,000</b>					<b>50,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Police  
**Contact** Chief of Police  
**Type** Vehicle  
**Useful Life** 5 years  
**Category** Vehicles  
**Priority** 3 Important

**Project #** 115-19-01  
**Project Name** Police Vehicle Replacement - PL #4

**Budget Code**

**Description**  
 Purchase new police vehicles as part of the replacement program.  
  
 PL #4 2011 Ford CVPI 72,874 miles - purchased on 06-17-12.

**Justification**  
 Presently there are seven vehicles assigned to the police department. Historically, one to two vehicles are replaced each year due to depreciation. At times three or four have been purchased at one time. Cars are been taken out of service at 100,000 miles at approximately 5 years. These vehicles are replaced to rotate older vehicles out of the fleet. With a staff of 14 to 16 sworn officers (two or three on duty at all times) and six reserves, plus large public events frequently scheduled, the police department requests to have six patrol vehicles.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings		50,000				50,000
<b>Total</b>		<b>50,000</b>				<b>50,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Capital Loan Notes (CLN)		50,000				50,000
<b>Total</b>		<b>50,000</b>				<b>50,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Police  
**Contact** Chief of Police  
**Type** Vehicle  
**Useful Life** 4 years  
**Category** Vehicles  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 115-20-01  
**Project Name** Police Vehicle Replacement - Tahoe

**Budget Code**

**Description**  
 Purchase new police vehicles as part of the replacement program.  
 PL #3 2013 Chevy Tahoe 35,601 miles. Purchased 06-27-13.

**Justification**  
 Presently there are seven vehicles assigned to the police department. Historically, one to two vehicles are replaced each year due to depreciation. At times three or four have been purchased at one time. Cars are taken out of service at 100,000 miles at approximately 5 years. These vehicles are replaced to rotate older vehicles out of the fleet. With a staff of 14 sworn officers (two or three on duty at all times) and reserves, plus large public events frequently scheduled, the police department requests to have six patrol vehicles.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Equip/Vehicles/Furnishings			50,000			50,000
<b>Total</b>			<b>50,000</b>			<b>50,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Capital Loan Notes (CLN)			50,000			50,000
<b>Total</b>			<b>50,000</b>			<b>50,000</b>

**Budget Impact/Other**  
 Maintaining a quality fleet of vehicles is critical to the Police Department operations. Officers work many hours in these vehicles and units are extremely visible in the community. Vehicles are expensive to purchase, maintain, and operate; thus it is important to control these costs as best as possible.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Police  
**Contact** Chief of Police  
**Type** Vehicle  
**Useful Life** 5 years  
**Category** Vehicles  
**Priority** 3 Important

**Project #** 115-21-01  
**Project Name** Police Vehicle Replacement

**Budget Code**

**Description**  
 Purchase new police vehicles as part of the replacement program.  
 PL 1 2014 Ford Explorer with 25,159. Bought on 08-26-14.

**Justification**  
 Presently there are seven vehicles assigned to the police department. Historically, one to two vehicles are replaced each year due to depreciation. At times three or four have been purchased at one time. Cars are been taken out of service at 100,000 miles at approximately 5 years. These vehicles are replaced to rotate older vehicles out of the fleet. With a staff of 14 sworn officers (two or three on duty at all times) and reserves, plus large public events frequently scheduled, the police department requests to have six patrol vehicles.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Equip/Vehicles/Furnishings				50,000		50,000
<b>Total</b>				<b>50,000</b>		<b>50,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Capital Loan Notes (CLN)				50,000		50,000
<b>Total</b>				<b>50,000</b>		<b>50,000</b>

**Budget Impact/Other**  
 Maintaining a quality fleet of vehicles is critical to the Police Department operations. Officers work many hours in these vehicles and units are extremely visible in the community. Vehicles are expensive to purchase, maintain, and operate; thus it is important to control these costs as best as possible.

# Capital Improvement Plan

FY '18 *thru* FY '22

City of Grinnell, Iowa

**Department** Police  
**Contact** Chief of Police  
**Type** Vehicle  
**Useful Life** 5 years  
**Category** Vehicles  
**Priority** 3 Important

**Project #** 115-22-01  
**Project Name** Police Vehicle Replacement

Budget Code

**Description**

**Justification**

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Equip/Vehicles/Furnishings					50,000	50,000
<b>Total</b>					<b>50,000</b>	<b>50,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Capital Loan Notes (CLN)					50,000	50,000
<b>Total</b>					<b>50,000</b>	<b>50,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Sanitary Sewer Collection

**Contact** Water Resources Director

**Type** Improvement

**Useful Life** 50 years

**Category** Utilities

**Priority** 2 Very Important

**Project #** 493-18-01

**Project Name** Summer Street Park

**Budget Code**

### Description

There has been waste water bypassing out of manholes in the park. This will provide a relief sanitary sewer to reduce the likelihood of more bypassing.

### Justification

We of course want to avoid bypassing of sanitary sewer waste. This project will greatly reduce the likelihood of future bypassing.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Planning/Design/Engineering	15,000					15,000
Construction/Maintenance	100,000					100,000
<b>Total</b>	<b>115,000</b>					<b>115,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Sanitary Sewer Fees (SSWF)	115,000					115,000
<b>Total</b>	<b>115,000</b>					<b>115,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Sanitary Sewer Treatment

## City of Grinnell, Iowa

**Contact** Water Resources Director

**Project #** 620-17-01

**Type** New Construction

**Project Name** WWTP Construction

**Useful Life** 50 years

**Budget Code**

**Category** Utilities

**Priority** 3 Important

### Description

The city of Grinnell was issued a new discharge permit in 2013. The current WWTP will not be able to consistently and reliably meet the parameters of this new permit. Construction of a new plant has long been anticipated and we will need to the new facility to be on line by December 31, 2017.

### Justification

The city of Grinnell will be mandated by the State of Iowa to take this action. The city will need to meet the permit limits for ammonia, e-coli, and chloride by December 31, 2017.

The last significant rebuild of the current plant was in 1986 and the debt issued to complete that project will be retired June 1, 2015. The annual payment to service this debt is approximately \$450,000. \$450,000 annually will service about \$6.5 million at 3.5% with a 20 year term. Interest rates are very favorable at this time.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Planning/Design/Engineering	200,000					200,000
Construction/Maintenance	9,000,000					9,000,000
<b>Total</b>	<b>9,200,000</b>					<b>9,200,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Revenue Bonds (RB)	9,200,000					9,200,000
<b>Total</b>	<b>9,200,000</b>					<b>9,200,000</b>

### Budget Impact/Other

The new plant will likely be more costly to operate. It will likely have higher utility expenses and may come with higher personnel costs. We need to take all of this into consideration when designing the new plant.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Sidewalks/Trails

**Contact** City Manager

**Type** New Construction

**Useful Life** 25 years

**Category** Sidewalks Maintenance / Trails

**Priority** 5 Future Consideration

**Project #** 212-22-01

**Project Name** GART Stagecoach to Industrial Avenue

**Budget Code**

### Description

In August 2007 the city of Grinnell Parks and Recreation Board worked with Imagine Grinnell - A Local Quality of Life Organization to prepare both a Master Parks Improvement Plan and the Imagine Grinnell Trails Plan. Both of these plans are in the implementation stages. This phase of the trail project will build the trail from Stage Coach Road to Industrial Avenue (6,800').

### Justification

This segment of the trail connects the residential portions of the community to the large employers in the south part of Grinnell. The trail passes JELD-WEN Windows and Doors, ASI Signs, Engineered Plastic Components, Grinnell Mutual Reinsurance (eventually), United McGill, HW Brand, and several other large employers. It is also in important segment in the overall plan to connect to Jacob Krumm Preserve.

Upon completion of this trail segment, the community will have access to a trail that travels nearly 12 miles from Rock Creek State Park in Jasper County through Grinnell ending at the second largest employer in Grinnell, Grinnell Mutual Reinsurance Company (very close to GMRC after this project).

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Hotel Tax (HT)					100,000	100,000
Intergovernmental Grants (IG)					475,000	475,000
Tax Increment Financing (TIF)					200,000	200,000
<b>Total</b>					<b>775,000</b>	<b>775,000</b>

### Budget Impact/Other

The trail will require maintenance and repairs. To date maintenance and repair costs of our existing trail system has been modest.

The Intergovernmental Grant in this case is via the Region 6 STP Enhancement funds. The second Intergovernmental Grant listed at \$175,000 will be pursued from a number of options (REAP, IDOT work place access, IDOT competitive, etc.).

The most challenging part of the trail in this part of the community, the segment traveling under Interstate 80, wrapped up in 2014.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Storm Sewer  
**Contact** Water Wastewater Superinten  
**Type** Improvement  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 1 High Priority

**Project #** 840-20-01  
**Project Name** 10th Avenue and Railroad Crossing Project

**Budget Code** 630-840-3-6775

**Description**  
 Replace and relocate the existing storm sewer under the railroad crossing just north of 10th Avenue.

**Justification**  
 The existing storm sewer located under the railroad just north of 10th Avenue creates a bottleneck in the system. The pipe size both up stream and down stream are larger diameter than the pipe under the railroad. This causes backups in the street as far back as Hobart Street. These backups in the street can last for several hours after significant rainfall. In addition the College has built a large addition to the substantial physical sports complex on the west side of these railroad tracks on the north side of 10th Avenue requiring the relocation of the storm sewer from under the proposed building location.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Construction/Maintenance			90,000			90,000
<b>Total</b>			<b>90,000</b>			<b>90,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Storm Sewer Fees (StSw)			90,000			90,000
<b>Total</b>			<b>90,000</b>			<b>90,000</b>

**Budget Impact/Other**  
 Minimal impact other than eliminating the backup of storm water on the road surfaces.

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Street Construction/Repair  
**Contact** Building and Planning Directo  
**Type** Improvement  
**Useful Life** 40 years  
**Category** Street Construction  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 272-18-01  
**Project Name** 5th Avenue - East Street to Penrose Street

**Budget Code**

### Description

Section from Summer to Elm needs curb and gutter replacement. The balance can be rehabilitated with an overlay. The project will include installation of sub drains where appropriate, adequate sub base, and appropriate surface. The total length is approximately 2,640'.  
  
 The worst is from Summer to Elm. This needs to be rebuilt. There will need to be some storm sewer installed.

### Justification

This entire segment experiences water drainage issues and the street surface has deteriorated significantly. The Elm Street intersection also needs to be repaired with the 5th Avenue work to correct drainage problems and to remove dips in the intersection.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Planning/Design/Engineering	35,000					35,000
Construction/Maintenance	300,000					300,000
<b>Total</b>	<b>335,000</b>					<b>335,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
General Obligation Bonds (GO)	335,000					335,000
<b>Total</b>	<b>335,000</b>					<b>335,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 thru FY '22

**Department** Street Construction/Repair  
**Contact** Building and Planning Directo  
**Type** Improvement  
**Useful Life** 40 years  
**Category** Street Construction  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 272-19-01  
**Project Name** Tenth Avenue - West Street to Park Street

**Budget Code** 110-272-3-6773

### Description

This project involves complete removal from curb to curb and reconstruct with new curb and gutter, sub drains, sub base and 7" PCC. This may involve some 'entrance features' to Grinnell College to make motorists aware of increased pedestrian traffic and to aid in way-finding.

### Justification

Curb and gutter has deteriorated beyond repair and a number of patches were required in this section of street from West Street to Park Street due to heavy traffic loads from the construction of the new college dorms and athletic center. The sub base of this portion of Tenth Avenue is non-existent. A number of potholes and poor water drainage have deteriorated this street making repairs more expensive. This is a significant east and west route and serves as one of the primary entrances to Grinnell College.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering		70,320				70,320
Construction/Maintenance		404,344				404,344
<b>Total</b>		<b>474,664</b>				<b>474,664</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
General Obligation Bonds (GO)		474,664				474,664
<b>Total</b>		<b>474,664</b>				<b>474,664</b>

### Budget Impact/Other

Maintenance will be reduced for 40 years with no planned utility work or new construction for the college that will impact this street segment is coordinated properly.

# Capital Improvement Plan

FY '18 thru FY '22

**Department** Street Construction/Repair

## City of Grinnell, Iowa

**Contact** City Manager

**Project #** 272-20-01  
**Project Name** East Street - 8th to Garfield

**Type** New Construction

**Useful Life** 40 years

**Category** Street Construction

**Priority** 3 Important

**Budget Code**

### Description

At this point in time it appears that the Grinnell School District is planning to build a new PreK-5 school building at the site of the current Grinnell Middle School. The current Middle School has grades 5-8 or three grades. The new school facility will have seven grades which will impact traffic on East Street significantly.

After taking several core samples from East Street in August 2014 it appears that complete reconstruction will prove the best option; however as we move forward several design options will be considered. There will also be consideration given to improving pedestrian amenities in this area. The length of this street segment is 5,300'.

We will also evaluate all underground utilities along this route and make a determination in regard to the need to make point repairs or replace where needed.

### Justification

This street segment currently carries 2,000 vehicles per day and with the addition of four more grades at the Middle School site this number could climb near 3,000 vehicles per day. This would place it in a category with US Highway 6, 11th Avenue, and the CBD. In addition there continues to be expansion and growth in the industrial park area resulting in additional traffic to and from those employers and services.

The current street condition is poor and we have learned through our core samples that the street is simply nearing the end of its useful life. The core samples also told us that parts of the street lack appropriate sub base. In addition the pedestrian facilities in this area have long been known to be inadequate. The ability for students to walk or bike to the current Middle School is greatly hampered by these poor facilities and the poor condition of the street. The on street bike lanes are not practical during the school rush.

We also believe we can implement some traffic calming measures to improve safety and minimize the negative impacts of traffic on the neighborhoods along this route.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Planning/Design/Engineering		80,000	80,000			160,000
Construction/Maintenance			2,450,000			2,450,000
<b>Total</b>		<b>80,000</b>	<b>2,530,000</b>			<b>2,610,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
General Obligation Bonds (GO)			1,740,000			1,740,000
Intergovernmental Grants (IG)			800,000			800,000
Storm Sewer Fees (StSw)		70,000				70,000
<b>Total</b>		<b>70,000</b>	<b>2,540,000</b>			<b>2,610,000</b>

### Budget Impact/Other

This project will reduce our maintenance costs. Funding for this project is not completely clear at this point. It will likely be a combination of GO bonds, LOST revenue, CLNs, TIF, and possibly intergovernmental grants.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Street Construction/Repair  
**Contact** Building and Planning Directo  
**Type** Improvement  
**Useful Life** 40 years  
**Category** Street Construction  
**Priority** 3 Important

**Project #** 272-21-01  
**Project Name** Summer Street - 4th Avenue to 6th Avenue

**Budget Code**

**Description**  
 Mill and remove existing street. Both curb and gutter will need to be installed with 6" of road stone and 6" of ACC.  
 If curb and gutter are added this should be assessed to the adjacent property owners. Not currently reflected in the funding.

**Justification**  
 There is no curb and gutter section and overlays have created problems along the gutter section.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Planning/Design/Engineering				32,000		32,000
Construction/Maintenance				213,600		213,600
<b>Total</b>				<b>245,600</b>		<b>245,600</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
General Obligation Bonds (GO)				235,600		235,600
Storm Sewer Fees (StSw)				10,000		10,000
<b>Total</b>				<b>245,600</b>		<b>245,600</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Street Construction/Repair  
**Contact** Building and Planning Directo  
**Type** Improvement  
**Useful Life** 40 years  
**Category** Street Construction  
**Priority** 5 Future Consideration

**Project #** 272-22-02  
**Project Name** Reed Street - 1st Avenue to 6th Avenue

**Budget Code**

**Description**  
 Perform asphalt milling and overlay. Curb and gutter is in good condition now; however this should be evaluated again prior to final design. 4" of road base and 6" of ACC should be adequate for this street.

**Justification**  
 The street segment carries 1,300 ADT between 6th and 5th Avenues and 1,420 ADT between 5th and 4th Avenues. These are moderately higher than many other collector streets in Grinnell. The road is in below average condition. Main route to the Grinnell Regional Medical Center.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Construction/Maintenance					183,000	183,000
<b>Total</b>					<b>183,000</b>	<b>183,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
General Obligation Bonds (GO)					183,000	183,000
<b>Total</b>					<b>183,000</b>	<b>183,000</b>

**Budget Impact/Other**  
 Will reduce maintenance in the future.

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Street Equipment  
**Contact** Public Services Director  
**Type** Equipment  
**Useful Life** 20 years  
**Category** Street Maintenance  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 214-18-01  
**Project Name** End Loader Replacement

**Budget Code**

### Description

This will replace the 1994 Case end loader. This equipment is used extensively for snow removal, street maintenance and repairs to water and sewer facilities.

### Justification

This unit will be 24 years old upon scheduled replacement. We cannot afford to have a unit that is unreliable during snow removal or other situations.  
 Having a high quality back up at the airport does provide some additional protection.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings	100,000					100,000
<b>Total</b>	<b>100,000</b>					<b>100,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Sanitary Sewer Fees (SSWF)	25,000					25,000
Street Equipment	50,000					50,000
Depreciation (ST DEP)						
Water Fees / Reserves (WF)	25,000					25,000
<b>Total</b>	<b>100,000</b>					<b>100,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Street Equipment  
**Contact** Public Services Director  
**Type** Vehicle  
**Useful Life** 10 years  
**Category** Vehicles  
**Priority** 4 Less Important

**Project #** 214-18-02  
**Project Name** Vehicle Replacement - Streets

**Budget Code**

**Description**  
 S-3 1999 Dodge - 71,690 miles

**Justification**  
 3/4 ton two wheel drive vehicle that is used in the day to day operations of the street department. Used to pulls trailers, haul cargo, fuel, and run errands. While the mileage is not excessive, the body is rusting and is at a point where mechanical repairs are costly.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings	30,000					30,000
<b>Total</b>	<b>30,000</b>					<b>30,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Street Equipment	30,000					30,000
Depreciation (ST DEP)						
<b>Total</b>	<b>30,000</b>					<b>30,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Street Equipment  
**Contact** Public Services Director  
**Type** Equipment  
**Useful Life** 20 years  
**Category** Street Maintenance  
**Priority** 3 Important

**Project #** 214-18-03  
**Project Name** Backhoe Replacement

**Budget Code**

**Description**  
 This will replace the 1992 Case backhoe. This unit is used for many purposes including water and sewer repairs.

**Justification**  
 The current backhoe is 20 years old and used regularly by many departments.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings	80,000					80,000
<b>Total</b>	<b>80,000</b>					<b>80,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Sanitary Sewer Fees (SSWF)	20,000					20,000
Street Equipment	40,000					40,000
Depreciation (ST DEP)						
Water Fees / Reserves (WF)	20,000					20,000
<b>Total</b>	<b>80,000</b>					<b>80,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Street Equipment  
**Contact** Public Services Director  
**Type** Vehicle  
**Useful Life** 10 years  
**Category** Vehicles  
**Priority** 4 Less Important

**Project #** 214-19-01  
**Project Name** Vehicle Replacement - Streets

**Budget Code**

**Description**  
 S-1 2001 Dodge - 70,311

**Justification**  
 This truck is used in the day to day operations of the street department. It pulls trailers, hauls cargo, and performs errands. While the mileage is not excessive, the body is failing and mechanically will need attention in the years to come.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Equip/Vehicles/Furnishings		25,000				25,000
<b>Total</b>		<b>25,000</b>				<b>25,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Street Equipment		25,000				25,000
Depreciation (ST DEP)						
<b>Total</b>		<b>25,000</b>				<b>25,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Street Equipment  
**Contact** Public Services Director  
**Type** Equipment  
**Useful Life** 9 years  
**Category** Street Maintenance  
**Priority** 5 Future Consideration

**Project #** 860-19-01  
**Project Name** Street Sweeper Replacement

**Budget Code**

### Description

This is the city's only sweeper and covers the entire community. This sweeper is used during routine cleaning, cleaning after seal coat, cleaning after storms, and cleaning parking areas. The current sweeper was purchased in June 2010.

### Justification

The unit to be replaced is a 2010 Elgin. This unit is used as much as possible year around and the service life is approximately nine years.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Equip/Vehicles/Furnishings		150,000				150,000
<b>Total</b>		<b>150,000</b>				<b>150,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Storm Sewer Fees (StSw)		75,000				75,000
Street Equipment Depreciation (ST DEP)		75,000				75,000
<b>Total</b>		<b>150,000</b>				<b>150,000</b>

### Budget Impact/Other

This will reduce maintenance costs, which can be very high even on new units.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Water Distribution  
**Contact** Water Wastewater Superinten  
**Type** New Construction  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 3 Important

**Project #** 610-18-01  
**Project Name** 10th Avenue Water Main Project - Park to Main

**Budget Code** 492-750-3-6775

**Description**  
 Install a new 12" water main from Park Street to Main Street along 10th Avenue. There is street reconstruction planned in 2017 for this segment also.

**Justification**  
 Loop distribution system from East Street to Main Street as recommended in the 2010 V & K report and due to the planned pavement replacement along 10th Avenue.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Distribution	175,000					175,000
<b>Total</b>	<b>175,000</b>					<b>175,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Fees / Reserves (WF)	175,000					175,000
<b>Total</b>	<b>175,000</b>					<b>175,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Water Distribution

## City of Grinnell, Iowa

**Contact**

**Project #** 610-19-02  
**Project Name** East Street IIRR Water Main Crossing

**Type** Maintenance

**Useful Life** 50 years

**Category** Unassigned

**Budget Code**

**Priority** 3 Important

### Description

In 2009 the water main at this location broke beneath the tracks. Due to regulatory and administrative hurdles related to working with Iowa Interstate in regard to the repairs, we elected to plug the main on the north and south sides of the crossing. This is a temporary fix as it creates two dead ends.

### Justification

Completing this work will allow us to increase the size of the water main from the current 4" to a minimum 8" pipe. This will eliminate the two dead ends created by the temporary fix and install a larger diameter pipe along East Street sometime in the future.

NOTE: Depending on what decisions the School Board makes in regard to locations for a possible new PreK-5, we may be looking at a reconstruction project for East Street from 6th Avenue to the Middle School.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Construction/Maintenance		25,000				25,000
<b>Total</b>		<b>25,000</b>				<b>25,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Fees / Reserves (WF)		25,000				25,000
<b>Total</b>		<b>25,000</b>				<b>25,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Water Distribution  
**Contact** Water Resources Director  
**Type** New Construction  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 1 High Priority

## City of Grinnell, Iowa

**Project #** 610-19-03  
**Project Name** Water Storage South Grinnell

**Budget Code** 492-750-3-6775

### Description

This project will involve the construction of an approximately one million gallon elevated water storage facility in south Grinnell near Pinder Avenue along the Iowa Highway 146 corridor. The city completed a water system modeling report in January 2010 to help identify the costs and benefits of additional elevated water storage. Significant effort was put forth in regard to appropriate siting for the water tower. There are also several projects that will impact the timing and development of this project. Some of these include the water needs of GMRC, Brownells, and commercial developments.

### Justification

Currently the city has 300,000 gallons of elevated storage and one million gallons of ground storage that is equal to the community's average daily use. The 1989 "Stanley Report" indicated that the city needs some type of additional water storage and this is supported by the 2010 V & K water distribution system report. As expansion continues in south Grinnell this item will be necessary to meet fire flow needs and provide reliability for the distribution system. Due to the anticipated commercial and industrial growth both experienced and anticipated for south Grinnell, this is a very high priority. The Grinnell City Council has had this as a priority project for nearly ten years. The city has been putting funds into a construction account and increased rates in anticipation of this work.

The impact on the water system will be beneficial. Reliability will be improved and this will be a tremendous improvement to the ability to flow water to fires. The new storage facility should have a useful life in excess of 50 years. The city's current elevated water storage was built in 1927.

The construction of a PreK-5 school facility at the location of the current Middle School will add further justification for this water storage as water supply will be an issue as they move forward with the design of that facility.

The tower will also serve as a tower for communications equipment. This will provide revenue for the project and prevent the construction of additional towers in the area that could become conflicts for the airport.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering	50,000	50,000	50,000			150,000
Construction/Maintenance		800,000	800,000			1,600,000
<b>Total</b>	<b>50,000</b>	<b>850,000</b>	<b>850,000</b>			<b>1,750,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Revenue Bonds (RB)		1,550,000				1,550,000
Tax Increment Financing (TIF)	50,000					50,000
Water Fees / Reserves (WF)			150,000			150,000
<b>Total</b>	<b>50,000</b>	<b>1,550,000</b>	<b>150,000</b>			<b>1,750,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Water Distribution  
**Contact** Water Resources Director  
**Type** Improvement  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 610-20-01  
**Project Name** #7 Well Transmission Main

**Budget Code** 492-4.750-3-6775

### Description

This project will replace the 10" transmission main from the well head to the treatment plant. This main will go from the well by Dairy Queen to the water plant.

The project cost and funding needs to be verified by the Water Resources Director.

### Justification

The existing main is constructed with lead joints. Well #7 can only be operated with wells #5 and #6. When #7 is operated with #8 or #9 the leads joints fail.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering			15,000			15,000
Construction/Maintenance			100,000			100,000
<b>Total</b>			<b>115,000</b>			<b>115,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Water Fees / Reserves (WF)			115,000			115,000
<b>Total</b>			<b>115,000</b>			<b>115,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Water Distribution  
**Contact** Water Resources Director  
**Type** Improvement  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 1 High Priority

**Project #** 610-20-02  
**Project Name** Multiple Water Main Replacements

**Budget Code**

**Description**

1,600 LF of 8" water main on Spring Street between Washington Avenue and 2nd Avenue (residential)  
 1,000 LF of 8" water main on Garfield Avenue between Railroad Tracks and East Street (industrial)  
 1,000 LF of 12" water main directly south of Garfield Avenue and west of East Street (industrial)  
 450 LF of 8" water main on Summer Street south of 3rd Avenue (residential)  
 1,100 LF of 8" water main on 7th Avenue between Summer Street and Ann Street (residential)  
 1,300 LF of 8" water main on 6th Avenue between Penrose Street and Oak Street (industrial)  
 1,000 LF of 8" water main on Oak Street between 4th Avenue and 6th Avenue (industrial)

8" water main replacement in residential neighborhoods – 3,150 LF @ \$190/LF = \$598,500  
 8" water main replacement in industrial areas – 3,300 LF @ \$85/LF = \$283,500  
 12" water main replacement in Industrial areas – 1,000 @ \$100/LF = \$100,000  
 Total Construction (including contingency) = \$979,000  
 Total Project (with ELA) = \$1,125,000

These prices are based on bid averages for similar projects. If you want us to take a more in depth look, please let me know.

**Justification**

These water mains have resulted in a significant number of breaks in the past 10 years resulting in expense to repair the mains, road repairs, and disruptions to services.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering			146,000			146,000
Construction/Maintenance			979,000			979,000
<b>Total</b>			<b>1,125,000</b>			<b>1,125,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Revenue Bonds (RB)			1,125,000			1,125,000
<b>Total</b>			<b>1,125,000</b>			<b>1,125,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Water Distribution  
**Contact** Water Resources Director  
**Type** Improvement  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 3 Important

**Project #** 610-21-01  
**Project Name** 10th Avenue Water Main Project - East to Penrose

**Budget Code** 492-4.750.3.6775

**Description**

The project will replace the existing water main on 10th Avenue from East Street to Penrose Street.

**Justification**

The replacement follows the 1989 Stanley Report for improving flows in northeast Grinnell. This also positions the city to loop a large diameter water main to 16th Avenue, west of the UP rail line. This project schedule may be adjusted to allow for better coordinated with the possible reconstruction of this segment of 10th Avenue in the future.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Planning/Design/Engineering				50,000		50,000
Construction/Maintenance				400,000		400,000
<b>Total</b>				<b>450,000</b>		<b>450,000</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Water Fees / Reserves (WF)				450,000		450,000
<b>Total</b>				<b>450,000</b>		<b>450,000</b>

**Budget Impact/Other**

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Water Distribution

## City of Grinnell, Iowa

**Contact**

**Project #** 610-21-02  
**Project Name** 1st Avenue Water Main Replacement

**Type** New Construction

**Useful Life** 50 years

**Category** Unassigned

**Budget Code**

**Priority** 3 Important

### Description

This project will involve the replacement of the existing 4" water main on 1st Avenue with a new 8" water main from Willow Court to the west and connect to the existing 12" water main located in the alley between East and High Streets.

### Justification

Since January 1, 2005, 2 to 3 main breaks have occurred per year. It will also provide better fire flows to the east of East Street on 1st Avenue.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Distribution				200,000		200,000
<b>Total</b>				<b>200,000</b>		<b>200,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Fees / Reserves (WF)				200,000		200,000
<b>Total</b>				<b>200,000</b>		<b>200,000</b>

### Budget Impact/Other

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Water Distribution  
**Contact** Water Resources Director  
**Type** New Construction  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 3 Important

**Project #** 610-22-01  
**Project Name** Airport 12" Water Main Extension

**Budget Code**

### Description

Due to the purchase of several accounts in the vicinity of the airport and Stage Coach Road, the city will need to build a water system in this area.

### Justification

This will allow the city to provide adequate water pressure and fire protection to this area. This is also an area with substantial development potential in the coming years. This system will be necessary for these developments to occur. This will also result in the looping of the system for this area, improving flows and reducing the risk of the loss of water.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Distribution					350,000	350,000
<b>Total</b>					<b>350,000</b>	<b>350,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Fees / Reserves (WF)					350,000	350,000
<b>Total</b>					<b>350,000</b>	<b>350,000</b>

### Budget Impact/Other

Allows us to serve customers purchased from PWA.

# Capital Improvement Plan

FY '18 *thru* FY '22

**Department** Water Distribution  
**Contact** Water Resources Director  
**Type** Improvement  
**Useful Life** 50 years  
**Category** Utilities  
**Priority** 3 Important

## City of Grinnell, Iowa

**Project #** 610-22-02  
**Project Name** Airport Water Main Connection

**Budget Code**

### Description

The airport has been serviced by the Poweshiek Water Association in the past. The city recently acquired this account from PWA. There is currently an 8" in place; however it needs to be connected to our city system.

### Justification

This will provide greatly improved fire flows for protection at the airport. There will be hydrants added as part of this project.

<b>Expenditures</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Water Distribution					25,000	25,000
<b>Total</b>					<b>25,000</b>	<b>25,000</b>

<b>Funding Sources</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Tax Increment Financing (TIF)					25,000	25,000
<b>Total</b>					<b>25,000</b>	<b>25,000</b>

### Budget Impact/Other

As the provider, the city will not charge the airport for water used.

# Capital Improvement Plan

FY '18 *thru* FY '22

## City of Grinnell, Iowa

**Department** Water Production  
**Contact** Water Wastewater Superinten  
**Type** Equipment  
**Useful Life** 10 years  
**Category** Utilities  
**Priority** 1 High Priority

**Project #** 610-22-03  
**Project Name** Chlorine Monitoring

**Budget Code** 610-819-3-6727

**Description**  
 New chlorine monitoring / recording equipment on the water production plant effluent.

**Justification**  
 This is a new IDNR requirement. The city will need continual chlorine monitoring of the water leaving the production plant into the distribution system.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Equip/Vehicles/Furnishings					12,500	12,500
<b>Total</b>					<b>12,500</b>	<b>12,500</b>

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Water Fees / Reserves (WF)					12,500	12,500
<b>Total</b>					<b>12,500</b>	<b>12,500</b>

**Budget Impact/Other**  
 This will bring the city into IDNR standards and will help insure that safe water is being sent out into the system for the customers.

City of Grinnell, Iowa  
*Capital Improvement Plan*  
 FY '18 thru FY '22

**PROJECTS BY YEAR**

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
<b>FY '18</b>				
Design Runway Rehab and Lighting	Airport	350-18-01	1	100,000
Fire Pick Up Truck Replacement	Fire	150-18-01	4	35,000
Fire Aerial Pumper Set Aside	Fire	150-22-01	2	30,000
Skate Structure	Parks	430-19-01	3	250,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement - Investigations-Hybrid	Police	115-18-01	3	50,000
Summer Street Park	Sanitary Sewer Collection	493-18-01	2	115,000
WWTP Construction	Sanitary Sewer Treatment	620-17-01	3	9,200,000
5th Avenue - East Street to Penrose Street	Street Construction/Repair	272-18-01	3	335,000
End Loader Replacement	Street Equipment	214-18-01	3	100,000
Vehicle Replacement - Streets	Street Equipment	214-18-02	4	30,000
Backhoe Replacement	Street Equipment	214-18-03	3	80,000
10th Avenue Water Main Project - Park to Main	Water Distribution	610-18-01	3	175,000
Water Storage South Grinnell	Water Distribution	610-19-03	1	50,000
<b>Total for FY '18</b>				<b>10,600,000</b>
<b>FY '19</b>				
Runway Pavement Rehabilitation - Lighting	Airport	350-19-01	2	3,900,000
Fire Aerial Pumper Set Aside	Fire	150-22-01	2	30,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement - PL #4	Police	115-19-01	3	50,000
Tenth Avenue - West Street to Park Street	Street Construction/Repair	272-19-01	3	474,664
East Street - 8th to Garfield	Street Construction/Repair	272-20-01	3	80,000
Vehicle Replacement - Streets	Street Equipment	214-19-01	4	25,000
Street Sweeper Replacement	Street Equipment	860-19-01	5	150,000
East Street IRR Water Main Crossing	Water Distribution	610-19-02	3	25,000
Water Storage South Grinnell	Water Distribution	610-19-03	1	850,000
<b>Total for FY '19</b>				<b>5,634,664</b>
<b>FY '20</b>				
Accounting-Administrative Software Upgrade	Administration	001-20-01	3	90,000
Replace Underground Fuel Storage	Airport	350-20-01	2	400,000
Purchase New Self Contained Breathing Apparatus	Fire	150-20-1	3	25,000
Fire Aerial Pumper Set Aside	Fire	150-22-01	2	30,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Grinnell Mutual Family Aquatic Center	Parks	460-20-01	3	70,000
Police Vehicle Replacement - Tahoe	Police	115-20-01	3	50,000
10th Avenue and Railroad Crossing Project	Storm Sewer	840-20-01	1	90,000
East Street - 8th to Garfield	Street Construction/Repair	272-20-01	3	2,530,000
Water Storage South Grinnell	Water Distribution	610-19-03	1	850,000
#7 Well Transmission Main	Water Distribution	610-20-01	3	115,000
Multiple Water Main Replacements	Water Distribution	610-20-02	1	1,125,000
<b>Total for FY '20</b>				<b>5,425,000</b>

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
<b>FY '21</b>				
Fuel Dispenser Improvements	Airport	350-21-01	2	195,000
Purchase New Self Contained Breathing Apparatus	Fire	150-20-1	3	25,000
Fire Aerial Pumper Set Aside	Fire	150-22-01	2	30,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement	Police	115-21-01	3	50,000
Summer Street - 4th Avenue to 6th Avenue	Street Construction/Repair	272-21-01	3	245,600
10th Avenue Water Main Project - East to Penrose	Water Distribution	610-21-01	3	450,000
1st Avenue Water Main Replacement	Water Distribution	610-21-02	3	200,000
<b>Total for FY '21</b>				<b>1,245,600</b>
<b>FY '22</b>				
Land Acquisition for Partial Parallel Taxiway 31	Airport	350-22-01	3	60,000
Fire Aerial Pumper Set Aside	Fire	150-22-01	2	780,000
Van Horn Park	Parks	430-22-01	4	60,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement	Police	115-22-01	3	50,000
Reed Street - 1st Avenue to 6th Avenue	Street Construction/Repair	272-22-02	5	183,000
Airport 12" Water Main Extension	Water Distribution	610-22-01	3	350,000
Airport Water Main Connection	Water Distribution	610-22-02	3	25,000
Chlorine Monitoring	Water Production	610-22-03	1	12,500
<b>Total for FY '22</b>				<b>1,570,500</b>
<b>GRAND TOTAL</b>				<b>24,475,764</b>

City of Grinnell, Iowa  
*Capital Improvement Plan*  
 FY '18 thru FY '22

**PROJECTS BY DEPARTMENT WITH DESCRIPTIONS**

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Administration</b>								
Accounting-Administrative Software Upgrade	001-20-01	3			90,000			90,000
<b>Administration Total</b>								<b>90,000</b>

**Accounting-Administrative Software Upgrade**

**001-20-01**

The current software program was purchased in 2004 and the useful life is approximately 10-15 years. The current software has been adequate, however administrative staff have expressed a desire to improve this software for several years. They believe the reports are cumbersome and not as useful as necessary.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Airport</b>								
Design Runway Rehab and Lighting	350-18-01	3	100,000					100,000
Runway Pavement Rehabilitation - Lighting	350-19-01	3		3,900,000				3,900,000
Replace Underground Fuel Storage	350-20-01	3			400,000			400,000
Fuel Dispenser Improvements	350-21-01	3				195,000		195,000
Land Acquisition for Partial Parallel Taxiway 31	350-22-01	3					60,000	60,000
<b>Airport Total</b>			<b>100,000</b>	<b>3,900,000</b>	<b>400,000</b>	<b>195,000</b>	<b>60,000</b>	<b>4,655,000</b>

**Design Runway Rehab and Lighting**

350-18-01

This is the preliminary design for the pavement rehabilitation and lighting improvements.

**Runway Pavement Rehabilitation - Lighting**

350-19-01

The original runway is now 30 years old and the pavement has 'cancer' as described to us by the FAA engineers. The primary pavement failure is at the joints and it is expanding from that point. The project will likely use FAA discretionary funding - 90% fed / 10% local. The airport lighting is also in need of replacement as it is also 30 years old.

**Replace Underground Fuel Storage**

350-20-01

There have been maintenance problems with the existing tanks and we monitor them very closely. The city has had many problems with these tanks in recent history and we desire to redesign and construct a new system at the earliest possible convenience. The addition of credit card readers has been positive. We have had problems with inaccurate metering of fuel which can be very dangerous for airplanes.

The new system will consist of 10,000 gallon above ground Avgas tank, a 10,000 jet fuel tank, dispenser, and related appurtenances.

We believe we can use 90% federal funding for this project.

**Fuel Dispenser Improvements**

350-21-01

The fuel tanks will have been installed the previous year and this is the new equipment to dispense the fuel. It is broken into two years to increase the likelihood of state funding.

**Land Acquisition for Partial Parallel Taxiway 31**

350-22-01

Purchase land to construct a partial parallel taxiway to runway end 31. This will create a link for planes to travel from the apron/hangars to the holding area at 31.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Fire</b>								
Fire Pick Up Truck Replacement	150-18-01	3	35,000					35,000
Purchase New Self Contained Breathing Apparatus	150-20-1	3			25,000	25,000		50,000
Fire Aerial Pumper Set Aside	150-22-01	3	30,000	30,000	30,000	30,000	780,000	900,000
<b>Fire Total</b>			<b>65,000</b>	<b>30,000</b>	<b>55,000</b>	<b>55,000</b>	<b>780,000</b>	<b>985,000</b>

**Fire Pick Up Truck Replacement**

**150-18-01**

The current truck is a 2006 Chevrolet 1500 with 70,000 miles. The body is starting to rust and maintenance is becoming more frequent.

**Purchase New Self Contained Breathing Apparatus**

**150-20-1**

This will include purchase of 60 new SCBA bottles.

**Fire Aerial Pumper Set Aside**

**150-22-01**

The aerial pumper is anticipated for replacement in 2022 and it is estimated that the cost at that time for a new unit will be \$900,000+. If the city places \$30,000 into this set aside each year for the next five years (18-19-20-21-22) there will be approximately \$560,000 (includes modest interest) in that fund in 2022. The city will likely need to consider trying to raise some of the money from private sources when they move forward with replacement - for example, this piece of equipment is very important to fire protection and life safety for Grinnell College as a result of their building designs and the nature of dormitory living so they may be willing to consider a contribution. We have already made a request to the Office of Community Enhancement and Engagement to provide \$200,000 for this unit.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Parks</b>								
Skate Structure	430-19-01	3	250,000					250,000
Van Horn Park	430-22-01	3					60,000	60,000
Cemetery Road Improvements	455-21-01	3	50,000	50,000	50,000	50,000	50,000	250,000
Grinnell Mutual Family Aquatic Center	460-20-01	3			70,000			70,000
<b>Parks Total</b>			<b>300,000</b>	<b>50,000</b>	<b>120,000</b>	<b>50,000</b>	<b>110,000</b>	<b>630,000</b>

### Skate Structure

#### 430-19-01

Imagine Grinnell and Greater Poweshiek Community Foundation have partnered with the Grinnell Park and Rec Board to develop a concept design for the new skate structure at Bailey Park. The total project cost if \$250,000. The project partners have indicated they will ask for 20% of the total project cost or \$50,000 whichever is less from the city of Grinnell.

### Van Horn Park

#### 430-22-01

Van Horn Park recently added new play equipment and a sidewalk from Spring Street to this play equipment. Many of the children that use this equipment live on Reed, Prairie, 14th Avenue, Spencer, and 16th Avenue. This has increased usage of this park significantly. This park would benefit from the completion of this sidewalk to the west connecting to 16th Avenue near Reed Street and the dead end at Spencer Street. There has also been interest in improving the basketball court at Van Horn by improving the playing surface (it is in pretty good shape now requires repairs and maintenance work).

### Cemetery Road Improvements

#### 455-21-01

Many of the roadways in the cemetery were in very poor condition when the cemetery was taken over by the city. The roadways currently have curb and gutter on portions and this may not be necessary when reconstructed. The most likely design option would be 6" of Portland Cement Concrete with 4" road stone base. Some areas may require some type of sub drain. On less traveled roads an asphalt mat may be an option.

We made good progress over the past five years but it has slowed as the Capital Loan Note funds have diminished with the need to increase the Trust and Agency Levy to cover increased health care costs and reductions in property tax revenues.

### Grinnell Mutual Family Aquatic Center

#### 460-20-01

The only remaining item at the aquatic center is area lighting. We believe these costs can be covered by a combination of city funds and private funds. The pool lighting is estimated to cost \$70,000.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Police</b>								
Police Vehicle Replacement - Investigations-Hybrid	115-18-01	3	50,000					50,000
Police Vehicle Replacement - PL #4	115-19-01	3		50,000				50,000
Police Vehicle Replacement - Tahoe	115-20-01	3			50,000			50,000
Police Vehicle Replacement	115-21-01	3				50,000		50,000
Police Vehicle Replacement	115-22-01	3					50,000	50,000
<b>Police Total</b>			<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>250,000</b>

**Police Vehicle Replacement - Investigations-Hybrid**

**115-18-01**

Purchase new police vehicles as part of the replacement program.

2010 Dodge Avenger, grey, 88,778 miles purchased 10-09-10. \$20,000

PL #5 2009 Saturn Vue 40,951 miles purchased on 4-1-09. \$30,000

**Police Vehicle Replacement - PL #4**

**115-19-01**

Purchase new police vehicles as part of the replacement program.

PL #4 2011 Ford CVPI 72,874 miles - purchased on 06-17-12.

**Police Vehicle Replacement - Tahoe**

**115-20-01**

Purchase new police vehicles as part of the replacement program.

PL #3 2013 Chevy Tahoe 35,601 miles. Purchased 06-27-13.

**Police Vehicle Replacement**

**115-21-01**

Purchase new police vehicles as part of the replacement program.

PL 1 2014 Ford Explorer with 25,159. Bought on 08-26-14.

**Police Vehicle Replacement**

**115-22-01**

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Sanitary Sewer Collection</b>								
Summer Street Park	493-18-01	3	115,000					115,000
<b>Sanitary Sewer Collection Total</b>			<b>115,000</b>					<b>115,000</b>

**Summer Street Park**

493-18-01

There has been waste water bypassing out of manholes in the park. This will provide a relief sanitary sewer to reduce the likelihood of more bypassing.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Sanitary Sewer Treatment</b>								
WWTP Construction	620-17-01	3	9,200,000					9,200,000
<b>Sanitary Sewer Treatment Total</b>			<b>9,200,000</b>					<b>9,200,000</b>

**WWTP Construction**

620-17-01

The city of Grinnell was issued a new discharge permit in 2013. The current WWTP will not be able to consistently and reliably meet the parameters of this new permit. Construction of a new plant has long been anticipated and we will need to the new facility to be on line by December 31, 2017.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Storm Sewer</b>								
10th Avenue and Railroad Crossing Project	840-20-01	3			90,000			90,000
<b>Storm Sewer Total</b>					<b>90,000</b>			<b>90,000</b>

**10th Avenue and Railroad Crossing Project**

840-20-01

Replace and relocate the existing storm sewer under the railroad crossing just north of 10th Avenue.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Street Construction/Repair</b>								
5th Avenue - East Street to Penrose Street	272-18-01	3	335,000					335,000
Tenth Avenue - West Street to Park Street	272-19-01	3		474,664				474,664
East Street - 8th to Garfield	272-20-01	3		80,000	2,530,000			2,610,000
Summer Street - 4th Avenue to 6th Avenue	272-21-01	3				245,600		245,600
Reed Street - 1st Avenue to 6th Avenue	272-22-02	3					183,000	183,000
<b>Street Construction/Repair Total</b>			<b>335,000</b>	<b>554,664</b>	<b>2,530,000</b>	<b>245,600</b>	<b>183,000</b>	<b>3,848,264</b>

**5th Avenue - East Street to Penrose Street**

272-18-01

Section from Summer to Elm needs curb and gutter replacement. The balance can be rehabilitated with an overlay. The project will include installation of sub drains where appropriate, adequate sub base, and appropriate surface. The total length is approximately 2,640'.

The worst is from Summer to Elm. This needs to be rebuilt. There will need to be some storm sewer installed.

**Tenth Avenue - West Street to Park Street**

272-19-01

This project involves complete removal from curb to curb and reconstruct with new curb and gutter, sub drains, sub base and 7" PCC.

This may involve some 'entrance features' to Grinnell College to make motorists aware of increased pedestrian traffic and to aid in way-finding.

**East Street - 8th to Garfield**

272-20-01

At this point in time it appears that the Grinnell School District is planning to build a new PreK-5 school building at the site of the current Grinnell Middle School. The current Middle School has grades 5-8 or three grades. The new school facility will have seven grades which will impact traffic on East Street significantly.

After taking several core samples from East Street in August 2014 it appears that complete reconstruction will prove the best option; however as we move forward several design options will be considered. There will also be consideration given to improving pedestrian amenities in this area. The length of this street segment is 5,300'.

We will also evaluate all underground utilities along this route and make a determination in regard to the need to make point repairs or replace where needed.

**Summer Street - 4th Avenue to 6th Avenue**

272-21-01

Mill and remove existing street. Both curb and gutter will need to be installed with 6" of road stone and 6" of ACC.

If curb and gutter are added this should be assessed to the adjacent property owners. Not currently reflected in the funding.

**Reed Street - 1st Avenue to 6th Avenue**

272-22-02

Perform asphalt milling and overlay. Curb and gutter is in good condition now; however this should be evaluated again prior to final design. 4" of road base and 6" of ACC should be adequate for this street.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Street Equipment</b>								
End Loader Replacement	214-18-01	3	100,000					100,000
Vehicle Replacement - Streets	214-18-02	3	30,000					30,000
Backhoe Replacement	214-18-03	3	80,000					80,000
Vehicle Replacement - Streets	214-19-01	3		25,000				25,000
Street Sweeper Replacement	860-19-01	3		150,000				150,000
<b>Street Equipment Total</b>			<b>210,000</b>	<b>175,000</b>				<b>385,000</b>

**End Loader Replacement**

214-18-01

This will replace the 1994 Case end loader. This equipment is used extensively for snow removal, street maintenance and repairs to water and sewer facilities.

**Vehicle Replacement - Streets**

214-18-02

S-3 1999 Dodge - 71,690 miles

**Backhoe Replacement**

214-18-03

This will replace the 1992 Case backhoe. This unit is used for many purposes including water and sewer repairs.

**Vehicle Replacement - Streets**

214-19-01

S-1 2001 Dodge - 70,311

**Street Sweeper Replacement**

860-19-01

This is the city's only sweeper and covers the entire community. This sweeper is used during routine cleaning, cleaning after seal coat, cleaning after storms, and cleaning parking areas. The current sweeper was purchased in June 2010.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Water Distribution</b>								
10th Avenue Water Main Project - Park to Main	610-18-01	3	175,000					175,000
East Street IIRR Water Main Crossing	610-19-02	3		25,000				25,000
Water Storage South Grinnell	610-19-03	3	50,000	850,000	850,000			1,750,000
#7 Well Transmission Main	610-20-01	3			115,000			115,000
Multiple Water Main Replacements	610-20-02	3			1,125,000			1,125,000
10th Avenue Water Main Project - East to Penrose	610-21-01	3				450,000		450,000
1st Avenue Water Main Replacement	610-21-02	3				200,000		200,000
Airport 12" Water Main Extension	610-22-01	3					350,000	350,000
Airport Water Main Connection	610-22-02	3					25,000	25,000
<b>Water Distribution Total</b>			<b>225,000</b>	<b>875,000</b>	<b>2,090,000</b>	<b>650,000</b>	<b>375,000</b>	<b>4,215,000</b>

### 10th Avenue Water Main Project - Park to Main

#### 610-18-01

Install a new 12" water main from Park Street to Main Street along 10th Avenue. There is street reconstruction planned in 2017 for this segment also.

### East Street IIRR Water Main Crossing

#### 610-19-02

In 2009 the water main at this location broke beneath the tracks. Due to regulatory and administrative hurdles related to working with Iowa Interstate in regard to the repairs, we elected to plug the main on the north and south sides of the crossing. This is a temporary fix as it creates two dead ends.

### Water Storage South Grinnell

#### 610-19-03

This project will involve the construction of an approximately one million gallon elevated water storage facility in south Grinnell near Pinder Avenue along the Iowa Highway 146 corridor. The city completed a water system modeling report in January 2010 to help identify the costs and benefits of additional elevated water storage. Significant effort was put forth in regard to appropriate siting for the water tower. There are also several projects that will impact the timing and development of this project. Some of these include the water needs of GMRC, Brownells, and commercial developments.

### #7 Well Transmission Main

#### 610-20-01

This project will replace the 10" transmission main from the well head to the treatment plant. This main will go from the well by Dairy Queen to the water plant.

The project cost and funding needs to be verified by the Water Resources Director.

### Multiple Water Main Replacements

#### 610-20-02

1,600 LF of 8" water main on Spring Street between Washington Avenue and 2nd Avenue (residential)  
 1,000 LF of 8" water main on Garfield Avenue between Railroad Tracks and East Street (industrial)  
 1,000 LF of 12" water main directly south of Garfield Avenue and west of East Street (industrial)  
 450 LF of 8" water main on Summer Street south of 3rd Avenue (residential)  
 1,100 LF of 8" water main on 7th Avenue between Summer Street and Ann Street (residential)  
 1,300 LF of 8" water main on 6th Avenue between Penrose Street and Oak Street (industrial)  
 1,000 LF of 8" water main on Oak Street between 4th Avenue and 6th Avenue (industrial)

8" water main replacement in residential neighborhoods – 3,150 LF @ \$190/LF = \$598,500

8" water main replacement in industrial areas – 3,300 LF @ \$85/LF = \$280,500

12" water main replacement in Industrial areas – 1,000 @ \$100/LF = \$100,000

Total Construction (including contingency) = \$979,000

Total Project (with ELA) = \$1,125,000

These prices are based on bid averages for similar projects. If you want us to take a more in depth look, please let me know.

### 10th Avenue Water Main Project - East to Penrose

**610-21-01**

The project will replace the existing water main on 10th Avenue from East Street to Penrose Street.

**1st Avenue Water Main Replacement**

**610-21-02**

This project will involve the replacement of the existing 4" water main on 1st Avenue with a new 8" water main from Willow Court to the west and connect to the existing 12" water main located in the alley between East and High Streets.

**Airport 12" Water Main Extension**

**610-22-01**

Due to the purchase of several accounts in the vicinity of the airport and Stage Coach Road, the city will need to build a water system in this area.

**Airport Water Main Connection**

**610-22-02**

The airport has been serviced by the Poweshiek Water Association in the past. The city recently acquired this account from PWA. There is currently an 8" in place; however it needs to be connected to our city system.

Department	Project#	Priority	FY '18	FY '19	FY '20	FY '21	FY '22	Total
<b>Water Production</b>								
Chlorine Monitoring	610-22-03	3					12,500	12,500
<b>Water Production Total</b>							<b>12,500</b>	<b>12,500</b>

**Chlorine Monitoring**

610-22-03

New chlorine monitoring / recording equipment on the water production plant effluent.

City of Grinnell, Iowa  
*Capital Improvement Plan*  
 FY '18 thru FY '22

**FUNDING SOURCE SUMMARY**

<b>Source</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>	<b>FY '22</b>	<b>Total</b>
Building Permit Fees (BPF)			10,000			10,000
Capital Loan Notes (CLN)	190,000	130,000	215,000	155,000	130,000	820,000
Equipment Replacement			15,000		400,000	415,000
General Obligation Bonds (GO)	335,000	474,664	1,740,000	235,600	183,000	2,968,264
Grinnell College (GC)					202,500	202,500
Hotel Tax (HT)	25,000				117,500	142,500
Intergovernmental Grants (IG)	90,000	3,510,000	1,160,000	165,750	594,000	5,519,750
Private Donations (PD)	200,000		40,000		125,000	365,000
Revenue Bonds (RB)	9,200,000	1,550,000	1,125,000			11,875,000
Sanitary Sewer Fees (SSWF)	160,000		10,000			170,000
Solid Waste Fees Comm (SWC)			5,000			5,000
Solid Waste Fees Res (SW-R)			5,000			5,000
Storm Sewer Fees (StSw)		145,000	95,000	10,000		250,000
Street Equipment Depreciation (ST DEP)	120,000	100,000				220,000
Tax Increment Financing (TIF)	60,000	390,000	40,000	29,250	231,000	750,250
Water Fees / Reserves (WF)	220,000	25,000	275,000	650,000	362,500	1,532,500
<b>GRAND TOTAL</b>	<b>10,600,000</b>	<b>6,324,664</b>	<b>4,735,000</b>	<b>1,245,600</b>	<b>2,345,500</b>	<b>25,250,764</b>



EXISTING



ALTERNATIVE 1:

GRINNELL

Font: 'Optima', modified 'R'  
Cap Height: 24"

JEWEL OF THE PRAIRIE

Font: 'Gill sans'  
Re-use from existing



ALTERNATIVE 2:

GRINNELL  
Font: 'Optima', modified 'R'  
Cap Height: 30"

JEWEL OF THE PRAIRIE  
Font: 'Gill sans'  
Re-use from existing



ALTERNATIVE 3:

GRINNELL

Font: 'Optima', modified 'R'  
Cap Height: 30"

JEWEL OF THE PRAIRIE

Font: 'Gill sans'  
Re-use from existing



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING  
MONDAY, AUGUST 15, 2016 AT 5:30 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***TENTATIVE AGENDA***

---

**ROLL CALL:** White (Chair), Hueftle-Worley and Burnell

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider first reading of an ordinance amending provisions pertaining to interference with official acts (See Ordinance No. 1426).

**INQUIRIES:**

**ADJOURN:**

**ORDINANCE NO. 1426**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO INTERFERENCE WITH OFFICIAL ACTS**

Be It Enacted by the City Council of the City of Grinnell, Iowa:

**SECTION 1. SECTION MODIFIED.** Section 41.05 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

**41.05 INTERFERENCE WITH OFFICIAL ACTS.** No person shall knowingly resist or obstruct anyone known by the person to be a peace officer, jailer, emergency medical care provider or firefighter, whether paid or volunteer, in the performance of any act that is within the scope of the lawful duty or authority of that officer, jailer, emergency medical care provider, or firefighter, or shall knowingly resist or obstruct the service or execution by any authorized person of any civil or criminal process or order of any court. The terms “resist” and “obstruct” as used in this section do not include verbal harassment unless the verbal harassment is accompanied by a present ability and apparent intention to execute a verbal threat physically.

*(Code of Iowa, Sec. 719.1)*

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk



**Grinnell PUBLIC WORKS AND GROUNDS Meeting  
MONDAY, AUGUST 15, 2016 AT 6:15 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***TENTATIVE AGENDA***

---

**ROLL CALL:** Hueftle-Worley (Chair), Wray, Bly

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider resolution approving an application to the clean water SRF water restoration sponsored project program (See Resolution No. 2016-164).
2. Update on water meter replacement program and online monthly utility billing.
3. Discuss the inclusion of a new cemetery road in the capital improvement plan.
4. Consider the policy in regard to monument decorations at the cemetery.
5. Discuss recycling program and the value of recycled materials.

**INQUIRIES:**

**ADJOURNMENT**

**RESOLUTION NO. 2016-164**

**RESOLUTION APPROVING AN APPLICATION TO THE CLEAN WATER SRF  
WATER RESTORATION SPONSORED PROJECT PROGRAM.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL,  
IOWA:

WHEREAS, the city of Grinnell is seeking financial assistance from the Clean Water SRF Water Restoration Sponsored Project Program to utilize funds for storm water quality projects throughout the city (see Exhibit A): and

WHEREAS, the application requests an allocation of \$1,000,000 in funds.

NOW, THEREFORE, BE IT RESOLVED that the application to the HRDP Grant Program is approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign said application.

APPROVED AND ADOPTED this 15<sup>th</sup> of August, 2016.

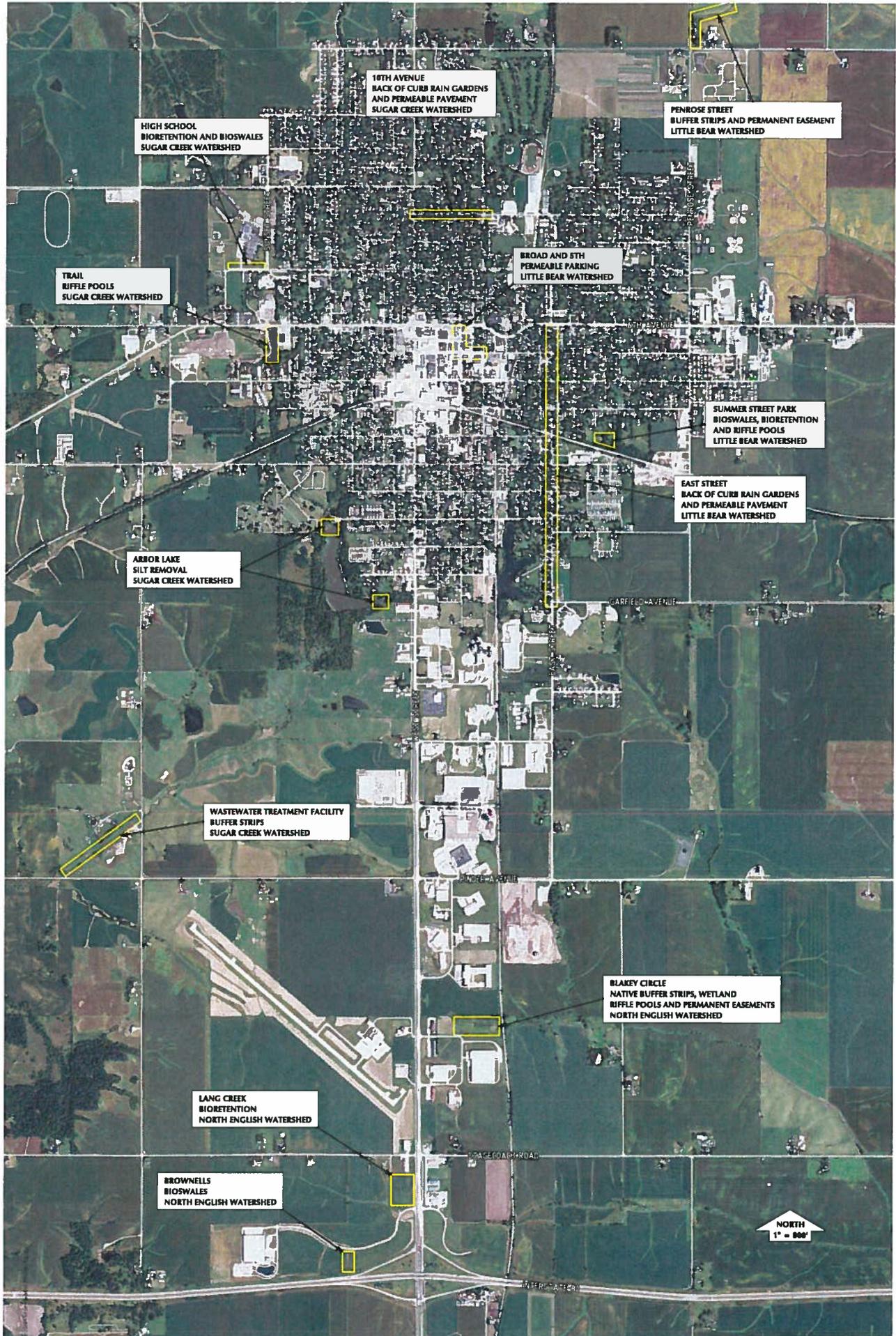
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Gordon Canfield, Mayor

ATTEST:

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P. Kay Cmelik, City Clerk/Finance Director



1/11/2016  
S:\Grinnell  
GIS\GIS\PROJECT



Company: Cemetery Signs CITY OF GRINNELL  
Layout Date: 8/5/2016  
Designed By: Mike Wildt  
Substrate: K080ALUM  
Punch Spec: Custom / No Holes  
Fonts Used: Adobe Garamond Pr Bd 3-7/8", 3", 2-1/4", 1-1/8"  
Colors Used: Supplied  
Sheeting: KIJWHITENONREF, KIJOVERLAMINATE  
Special Notes: None

Width: 36"  
Height: 48"  
Border Width: None  
Border Inset: None  
Two-Sided: False

Note: Colors are not exactly representative of the final product. Computer monitors do not match colors exactly from one to the other.



**Hazelwood**  
**Cemetery**

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**Rules for decorating**

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**All memorials not permanently placed on foundations will be removed after the following dates every year: April 15, May 15, July 15, September 15. Decorations will not be retained. Anyone wishing to keep decorations should have them removed before these dates. Items placed on foundations will be removed if they become unsightly. Glass receptacles or decorations are not permitted in Hazelwood Cemetery. City of Grinnell 236-2632**

\*Signs are manufactured to meet the reflectivity and substrate that each customer is billed for. Occasionally, and especially on smaller sizes, signs will meet or exceed what the customer has ordered in either sheeting or substrate, at no additional cost to the customer. This is done to utilize material in an effort to keep customer costs as low as possible.

**Layout Fees may be Applicable.**  
Property of Iowa Prison Industries  
Sign Division, Anamosa, IA.  
**FOR CUSTOMER REVIEW ONLY**  
Not to be duplicated or shared without  
written permission from the Plant Manager

# **Rules & Regulations**

## **Hazelwood Cemetery Grinnell, Iowa**



Effective July 1, 2015

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## Forward

It is the desire of the City of Grinnell to make Hazelwood Cemetery a quiet, beautiful place and a symbol of love and faith. To this end and for the mutual protection of lot owners, the following rules and regulations have been adopted by the City Council of the City of Grinnell, Iowa, as the rules and regulations of Hazelwood Cemetery.

All lot owners and visitors within the Cemetery and all lots sold shall be subject to these rules and regulations, amendments, or alterations. Reference to these rules and regulations in the deed or certificate of ownership to a lot shall have the same force and effect as if set forth in full therein.

It is the duty of the City of Grinnell to preserve the rights conferred on them under the laws of the State of Iowa for insuring the stability of improvements, the good appearance of the grounds, a respectful manner of interment and a proper observance of the sacredness of the Cemetery.

The City reserves, at its option, to temporarily suspend or modify any rule or regulation and such temporary suspension or modification shall not be construed as affecting the general application and enforcement of such rules.

## Section 1: Definitions

### Cemetery

The term “Cemetery” is hereby defined to include a burial park for earth interments, a mausoleum for vault or crypt interments, a crematory and columbarium for cremation interments or a combination of one or more than one thereof.

### Space

The term “space” shall apply to an area of sufficient size to accommodate one interment. “Space” shall be determined by the type of burial; i.e. adult, infant, ashes. Size of the space needed shall be determined by Cemetery Management.

### Lot

The term “lot” shall apply to numbered divisions as shown on the plat maps.

### Memorial

The term “memorial” shall include a monument or marker or private mausoleum for family or individual use.

### Interment Rights Certificate

The term “interment rights certificate” shall apply to the original conveyance given by the City of Grinnell to the original purchaser.

### Management

The term “Management” shall mean the person or persons duly appointed by the City of Grinnell for the purpose of conducting and administering the Cemetery.

### City office

The term “city office” shall mean the office of the City Clerk located at 927 4<sup>th</sup> Avenue, Grinnell, Iowa.

### Cemetery office

The term “cemetery office” shall mean the office maintained at Hazelwood Cemetery, Grinnell, Iowa.

### Perpetual Care

The term “perpetual care” shall be construed to mean the obligation which the City of Grinnell assumes to use the net annual income received from the investment of the fund to furnish such care as covered by same, the fund to be invested in compliance of the laws of the State of Iowa.

### Trust Agreement

The term “trust agreement” shall mean the document designating the City of Grinnell as the trustee of the perpetual maintenance of internment spaces and cemetery property at the Hazelwood Cemetery, Grinnell, Iowa.

## Section 2: Perpetual Care

At the time of purchase of a cemetery lot in Hazelwood Cemetery, a fee shall be paid for the perpetual care of the cemetery lot. Monies to pay for the Perpetual Care shall be placed in a Perpetual Care fund. This fund is an irrevocable trust from which deposits cannot be withdrawn, and the income from said fund shall be used by the City of Grinnell for the maintenance, repair and care of Hazelwood Cemetery.

Amounts paid for Perpetual Care shall be set by Resolution of the City Council, and payments made for the purchase of a cemetery lot shall first be credited to the Perpetual Care fund.

If the owner of said lot wishes to sell the lot back to the City of Grinnell as specified in Section 4 of this document, only the fee for the Cemetery Lot is to be refunded. Perpetual Care payments cannot be withdrawn from this irrevocable trust, even in the event of cancellation or sale back to the City of Grinnell.

## Section 3: Trust Agreement

The City of Grinnell has a Trust Agreement on file designating the City of Grinnell as the trustee of Hazelwood Cemetery, Grinnell, Iowa.

As the trustee of Hazelwood Cemetery, the City of Grinnell is responsible for the perpetual maintenance of interment spaces in the cemetery and the perpetual maintenance of cemetery property.

See Section 5: Lot Care for more information on the perpetual maintenance of Hazelwood Cemetery.

#### Section 4: Purchase of Lots

All lots sold and the use of such lots is subject to the rules and regulations of Hazelwood Cemetery now in effect or any amendments thereto. Any statements of employees or agents, unless confirmed in writing by the City Council, shall in no way bind the City.

Lots may be purchased on deferred payments, on terms embodied in a contract made with the City. In the event an interment is made on a lot so purchased, the purchaser must have equity in the lot equal to or greater than the amount cost of the space to be used.

Cost of cemetery lots and perpetual care shall be set by Resolution of the City Council. Perpetual Care for these lots is to be paid at the time of the purchase. Any monies paid to the City of Grinnell for the purchase of a Cemetery Lot shall first be credited to the cost for the Perpetual Care.

Burial and cemetery operation costs will be set in the Rental & Equipment Fees and Policies.

Cemetery lots must initially be purchased at the cemetery office at Hazelwood Cemetery. Cemetery employees will then transfer the payment for the lots and the lot sale information to the city office.

If a purchase is made on a time-payment basis, a down payment of \$100 must be obtained. Cemetery lot ownership records will not show that the lot has been purchased until payment is made in full for the lot.

Arrangements for a time-payment plan for a cemetery lot must be made in order to designate or specify a lot for a particular owner. Lots will not be "held" pending a possible sale unless a down-payment has been made.

Policy – Procedure on Sale of Cemetery Lots and Perpetual Care will be provided to individuals who request a copy.

It is the duty of the lot owner to notify the city office of any change in address.

## Section 5: Ownership Rights of Interments

- A. The surviving spouse of the lot owner shall have the first right of interment.
- B. In the event the owner shall not have arranged for further interments, then the individual(s) specified in the owner's will shall have the right of interment in the order of descent of title according to Cemetery Law.

If it isn't specified in the will, then the executor of the estate shall determine who has the right of interment. Signatures will be required from any remaining heirs approving the executor's decision.

If the owner of a lot gives permission for others to be buried on remaining spaces on the lot, this permission must be given in writing to the city office, and the owner's signature shall be notarized.

- C. The Certificate of Interment Rights to a cemetery lot invests in the owner the right to use such lot for burial of the human dead only.

If a lot owner wishes to relinquish ownership of a cemetery lot in Hazelwood Cemetery, the owner has the right to cancel by returning the deed to the City of Grinnell only if the City of Grinnell has a buyer for that particular lot. A refund of the original cost of the Cemetery Lot shall be made to the owner. Perpetual Care costs are non-refundable.

If the owner of a cemetery lot requests a transfer of a lot from one section of Hazelwood Cemetery to another section of Hazelwood Cemetery, a fee in the amount of \$20 shall be paid by the owner to cover the cost of the transfer. If an increase in the sale price has been made since the original lot was purchased, the owner shall be required to pay the difference from the original lot price and the current lot price.

## Section 6: Lot Care

The fee for the Perpetual Care for a cemetery lot will be the first amount paid and will be placed in the Perpetual Care Fund as explained in Section 2 of this document.

The Perpetual Care shall include the cutting of grass at reasonable intervals, the raking and cleaning of the grounds, and the pruning of shrubs and trees that may be placed by Cemetery Management.

The general care or perpetual care assumed by the City of Grinnell shall in no case mean the maintenance, repair, or replacement of any memorial, tomb, or mausoleum placed or erected upon lots, or the doing of any special or unusual work in the cemetery, including work caused by the impoverishment of the soil, nor does it mean the reconstruction of any marble or granite work on any section or lot, or any portions thereof in the cemetery caused by the elements, an act of God, common enemy, thieves, vandals, accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct or collateral other than as herein provided.

## Section 7: Rules for Visitors

The Cemetery grounds will be open to visitors except during the hours of 11:00p.m. to 4:30 a.m. daily, as provided by ordinance of the City Council.

Rules and regulations regarding use of the cemetery grounds are set by Ordinance of the City Council.

The following is expressly prohibited:

- Loud or boisterous talking
- Idling or loafing on the grounds or in any of the buildings
- Bringing lunches or refreshments into the Cemetery or consuming them on the grounds, unless a part of the burial ritual
- City ordinance prohibits dogs from running at large
- Firearms will be allowed in the Cemetery for a military funeral only.

## Section 8: Privileges & Restrictions

The driving of motor cars or other vehicles through the gates or in the Cemetery at a speed greater than 15 mph is prohibited.

Driving any motor car or other vehicles across or upon any grave, lot or lawn or parking or leaving the same thereon is prohibited.

No lot shall be used for any other purpose than for the burial of the human dead.

The City reserves the right to:

1. Enlarge, reduce, replat or change the boundaries or grading including the right to modify or change the location of or remove or re-grade roads, drives, or walks, or any part thereof.
2. Lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, et cetera.
3. Use Cemetery property not sold to individual plat owners for cemetery purposes, including interment of the dead or for anything necessary, incidental or convenient thereto.
4. Perpetual right and control of ingress and egress over lots for the purpose of passing to and from other lots.

Descriptions of lots shall conform to the cemetery plats which are kept on file in the cemetery office and the city office.

The City reserves, and shall have the right to correct any errors that may be made in making interments, disinterment, or removals or in the description, transfer or conveyance of any interment property, either by canceling such conveyance or by replacing with a similar location, as may be selected by the City, or in the sole discretion of the City, or by refunding the amount of money paid on account of said purchaser.

In the event an error involves the interment of the remains of any person in such property, the cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

## Section 9: Interments & Disinterment

The Cemetery will open for interments from 7:00 a.m. to 3:00 p.m. daily with the exception of Sundays and holidays.

Interments may be scheduled on a Saturday and additional charges will be applied.

Exceptions may be made where an unreasonable hardship may be caused or by order of the Board of Health. Special interments made by this cause may carry an additional charge.

All funerals on entering the Cemetery shall be under the charge of the Cemetery Management and once a casket containing a body is within the confines of the Cemetery, no funeral director nor their embalmer, assistant, employee, or agent shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased or an order signed by a Court of Competent Jurisdiction.

All orders for interments in lots must be approved by the owner of the lot or the owner's legal representative. When this is impossible because of illness or other reasonable cause, telegraphic or telephone permission will be accepted but will make the person calling responsible and any change of location made after the opening is begun shall be at the expense of the lot owner. Should the lot owner fail or neglect to make such designation, the Cemetery reserves the right to make interment in accordance with normal cemetery procedure. The Cemetery assumes no responsibility for any error in such location and an additional charge will be made for any change requested.

If Cemetery Management receives direction from a lot owner or funeral home to open a grave site, and then a change is made after the site is opened, an additional charge will be assessed to the owner or funeral home making the initial request.

Cemetery personnel or designated contractual services hired by the City of Grinnell will be the only workers permitted to open and close graves.

All charges for interments or services in connection therewith, shall be paid at the city office and payment of any and all indebtedness due the Cemetery must be arranged for before interment is made.

The right is reserved by the City to require at least 24 hour notice in summer and 48 hours in winter when the ground is frozen, prior to any interment. All interments, disinterment and removals must be made in the manner, and upon the charges fixed by the City.

## Section 10: Floral Decorations & Plantings

The Cemetery will undertake to maintain, as may be practicable, the planting of trees and shrubs, to preserve and maintain landscape features, but does not undertake to maintain individual plantings or urns of plants.

Your Cemetery encourages the use of floral tributes on the graves of your loved ones, however, the beauty and continuity of your Cemetery depends on the cooperative efforts of all families who have loved ones in our care. Therefore, some regulations of grave decorations must be adhered to.

### Regulations Regarding Items Other Than Flowers

The permanent placing of tows, boxes, ornaments, chairs, settees and similar articles may ONLY be located on the foundation – at the side of the monument. The City reserves the right to remove these items.

### Flower Regulations

Fresh cut flowers and plantings which are set into the permanent containers on the foundations will be permitted at all times.

Flowers/plantings will be removed when they become unsightly.

Fresh cut flowers and fresh potted plants will be permitted on new graves, but will be removed when they become unsightly. All flowers shall be placed on the foundations where possible. Planting flowers or digging up the turf on the graves is not permitted.

Artificial bouquets or plants which are set into the permanent containers on the foundations will be permitted at all times, but will be removed when they become unsightly.

Artificial wreaths and evergreen blankets are permitted between November 15 and March 15. All other memorials not permanently affixed to the foundation shall be removed by April 15 of each calendar year.

**GLASS RECEPTACLES WILL NOT BE PERMITTED IN HAZELWOOD CEMETERY.**

The City of Grinnell and Hazelwood Cemetery does not assume any responsibility for the loss or damage of any floral decorations or other memorials or their containers.

If an item has been removed from a grave site, please check with Cemetery Management.

## Section 11: Monument Regulations

In order to perpetuate the beauty and continuity of the Cemetery, the City reserves the right to enforce all rules and regulations here set forth and others that might seem necessary for a particular situation.

1. All monument work must be approved by the City as to material, design, inscription and location on the lot.
2. Any unauthorized monument work will be removed from the grave until proper arrangements have been made at the city office or cemetery office.
3. No monument work will be allowed on lots or graves until all cemetery obligations to the City are paid in full.
4. In the event that a lot is purchased for multiple cremation burials, only one monument per single space is allowed. A “monument” may be a “Head Marker” (single stone), a “Flush Marker” (the temporary marker set by the funeral home), or “Companion Marker” (a single or double stone with more than one name inscribed).

5. The City has approved the purchasing of lots for the purpose of erecting a memorial. Cost for the lot shall be the same as for a burial lot.
6. Military markers will be allowed on lots.
7. Markers, in addition to the monument, may either be attached to the monument or flush with the ground.
8. Lots now containing a certain size or style of marker may be duplicated.
9. Only granite or bronze will be permitted in all monument work.
10. Any monument work not approved by the Cemetery Management and not meeting the criteria set forth in this section shall be removed at the expense of the contractor.
11. Striving for surrounding of peace and beauty as a setting for monument work prohibits advertising of any description within the Cemetery. However, a small emblem or insignia inconspicuously located on the memorial will be permitted.
12. No monument will be permitted without a foundation permit. All foundations shall comply with City specifications or be subject to removal. Foundation specifications are stated in Section 11 of this document.

Inspection permit costs for foundations are set by Resolution of the Grinnell City Council. It shall be the responsibility of the individual or company selling the monument to obtain and pay for the foundation inspection.

The temporary marker provided by the funeral directors are assumed to be short lived and the City assumes no responsibility for same.

## Section 12: Foundation Specifications

The following specifications are for foundations installed in Hazelwood Cemetery and will be enforced by the Management of said Cemetery.

### Location

Cemetery staff shall mark the location of the lot for each foundation order and shall approve the location of the foundation on the lot. Cemetery Management is responsible for the positioning of the foundations, so long as that position is not in conflict with established city guidelines.

### Size

The size of the foundation is determined by the size of the monument being placed on the foundation. The monument shall be centered on the foundation with 10 inches on each side of the monument, and 4 inches on front and rear of the monument. Floral containers may be placed in this 10 inch space at each end. Example: A monument that measures 36" x 10" would need a foundation that measures 56" x 18". The maximum width of the foundation shall be 24".

Note: It shall be the responsibility of the individual or company selling the monument to contact Cemetery Management, to assure the size of the lot will accommodate the foundation.

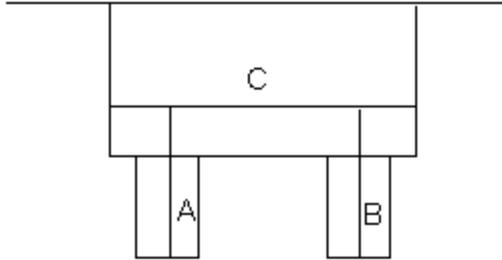
### Depth

The foundation shall be dug at minimum of 2 feet deep, the full width of the foundation, with a 12 inch post hole another one foot deep. One post hole for every 20 inches of foundation. Example: 60 inch long foundation will need 3 post holes.

In the event that a marker is to be placed on the lot, such that it is over the vault, the foundation shall be in contact with the burial vault.

### Re-rod

Re-rod shall be used to tie the post holes together with the rest of the foundations. (See illustration below.)



A & B: 2' Long Re-rod

C: Re-rod run full width of foundation and tied to A & B

#### Alternative

If the post holes and re-rod are not desirable to the contractor, then the foundation may be dug 3 feet deep the full width of the foundation.

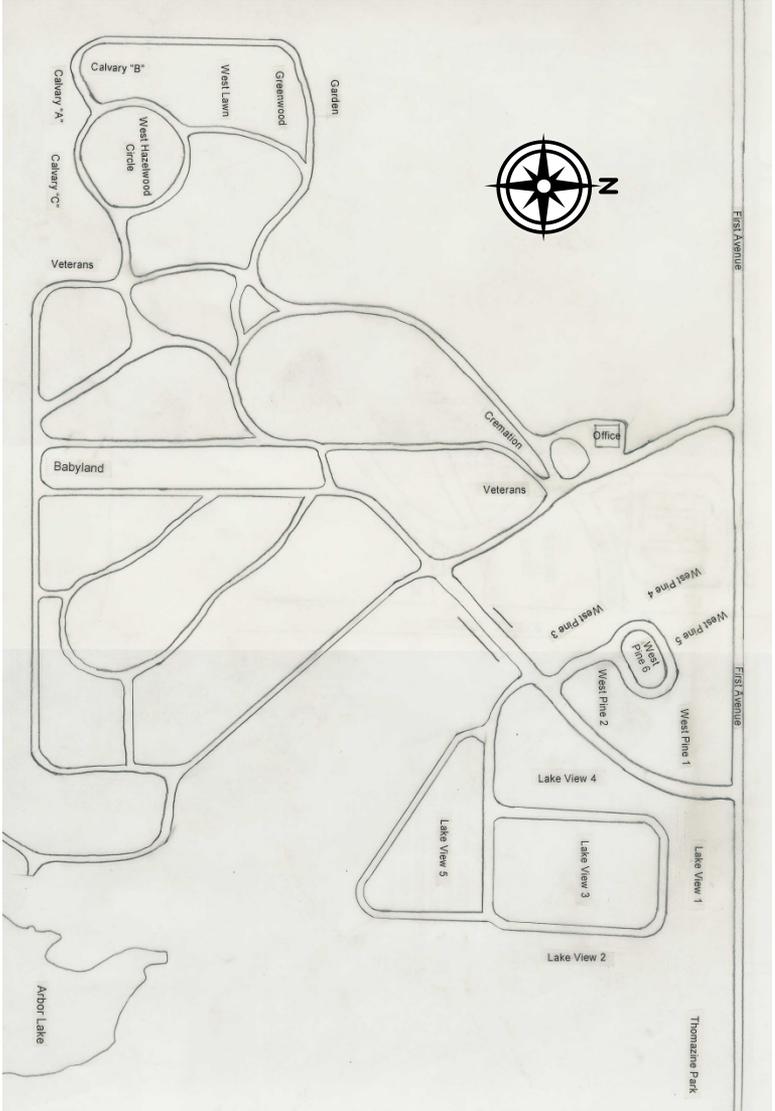
#### Inspection

Cemetery Management shall inspect all foundations prior to delivery of concrete. If any violations are found, said violations must be corrected prior to delivery of concrete. All cost associated with the foundation will be the responsibility of the contractor and not the City of Grinnell.

#### Fee

An inspection fee as approved by the Grinnell City Council shall be charged for each foundation.

# Hazelwood Cemetery Map





# MIDWEST SANITATION & RECYCLING

Pella Office  
P.O. Box 371  
Pella, IA 50219  
641.628.2610

Oskaloosa Office  
701 Hwy 432  
Oskaloosa, IA 52577  
641.673.0001

Toll Free: 888.428.2610  
Fax: 641.628.8022  
Web: www.midwestsanitation.com

Account# 2803600

Service Type: Recycling

### BILLING INFORMATION

Name: <u>City of Grinnell</u>	<input type="checkbox"/> New Account <input type="checkbox"/> Service Increase <input type="checkbox"/> Service Decrease <input checked="" type="checkbox"/> Rate Increase <input type="checkbox"/> Rate Decrease <input type="checkbox"/> Cancel <input type="checkbox"/> Other (explain):
Address: <u>1411 1st Ave</u>	
Address: _____	
City: <u>Grinnell</u> State: <u>IA</u> Zip: <u>50112</u>	
Phone: ( <u>641</u> ) <u>236-2632</u> Fax: ( <u>   </u> ) _____ Email: _____	
Purchase Order Number: _____ Project Reference: _____	

### SERVICE INFORMATION

Name: <u>City of Grinnell</u>
Street: <u>927 4th Ave</u> City: <u>Grinnell</u> State: <u>IA</u> Zip: <u>50112</u>
Site Phone: ( <u>   </u> ) _____ Mobile: ( <u>   </u> ) _____
Contact: <u>Dave Popp</u> Service Location: _____
Delivery Date: _____ Service Effective/Billing Date: _____

### CONTAINER LOCATION

	Permission to drive to the container <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

### SERVICE DESCRIPTION

Quantity	Container Size(s)	Ownership			RTE ID	U	M	T	W	H	F	S	Time
		MW	Cust	Share									
1	Walking Floor 53' Trailer for Commingle	X											

### BILLING DESCRIPTION

Description of Charges	TKT	FLAT	RATE
*New scale rate for commingled trailer across Midwest scale		\$50.00	\$50.00 / ton
*Current rate across the scale at Midwest is \$15.00 / ton for your reference.			

**Additional Instructions or Comments** This a request for a change order on the current contract in place with Midwest Sanitation & Recycling and the City of Grinnell. This would be affective August 1, 2016 of this calendar year.

X \_\_\_\_\_ X Andrew Kroymann

### CUSTOMER APPROVAL

### MIDWEST SANITATION & RECYCLING APPROVAL

Title \_\_\_\_\_ Date \_\_\_\_\_

Title General Manager Date 7-15-2016

This is a legally binding contract and contractor agrees to provide and customer agrees to accept the services and equipment at the charges and frequency indicated on this agreement subject to the terms and conditions specified on the reverse side

MIDWEST SANITATION SERVICE 2015

MONTH	COMMODITY	TONS	PRICE PAID PER TON	AMOUNT	COMMODITY	TONS	PRICE PAID/CHARGED PER TON	AMOUNT	REPAIR	TOTAL REVENUE EARNED
JAN	CARDBOARD	13.80	\$49.00	\$ 640.92	COMINGLE	5.09	\$49.00 PAID	\$ 249.41		\$ 890.33
FEB	CARDBOARD	17.95	\$49.00	\$ 879.55	COMINGLE	1.92	\$49.00 PAID	\$ 94.08		\$ 973.63
MAR	CARDBOARD	5.17	\$45.50	\$ 470.47	COMINGLE	5.17	\$45.50 PAID	\$ 235.23		\$ 470.47
APRIL	CARDBOARD	31.53	\$45.50	\$ 1,434.61	COMINGLE	31.53	\$45.50 PAID	\$ 1,434.62		\$ 2,869.23
MAY	CARDBOARD	18.25	\$45.50	\$ 830.38	COMINGLE	18.25	\$45.50 PAID	\$ 830.37		\$ 1,660.75
JUNE	CARDBOARD	18.84	\$45.50	\$ 857.22	COMINGLE	18.84	\$45.50 PAID	\$ 857.22		\$ 1,714.44
JULY	CARDBOARD	18.29	\$52.50	\$ 959.97	COMINGLE	18.28	\$52.50 PAID	\$ 959.96		\$ 1,919.93
AUG	CARDBOARD	15.67	\$56.00	\$ 877.80	COMINGLE	15.67	\$56.00 PAID	\$ 877.80		\$ 1,755.60
SEPT	CARDBOARD	38.64	\$56.00	\$ 2,163.84	COMINGLE	64.41	\$15.00 CHG	\$ (966.08)	\$ (481.78)	\$ 715.98
OCT	CARDBOARD	37.65	\$56.00	\$ 2,108.40	COMINGLE	55.33	\$15.00 CHG	\$ (829.95)		\$ 1,278.45
NOV	CARDBOARD	20.63	\$52.50	\$ 1,083.08	COMINGLE	60.37	\$15.00 CHG	\$ (905.55)		\$ 177.53
NOV	CARDBOARD	19.90	\$52.50	\$ 1,044.75	COMINGLE	0.00	\$15.00 CHG	\$ -		\$ 1,044.75
DEC	CARDBOARD	39.12	\$49.00	\$ 1,916.88	COMINGLE	63.46	\$15.00 CHG	\$ (951.90)		\$ 964.98
<b>TOTALS</b>		<b>295.44</b>	<b>TONS</b>	<b>\$ 15,267.87</b>		<b>358.32</b>	<b>TONS</b>	<b>\$ 1,885.21</b>	<b>\$ (481.78)</b>	<b>\$ 16,671.30</b>

MIDWEST SANITATION SERVICE 2016

MONTH	COMMODITY	TON	PRICE PAID PER TON	AMOUNT	COMMODITY	TONS	PRICE PAID/CHARGED PER TON	AMOUNT	REPAIR	TOTAL REVENUE EARNED
JAN	CARDBOARD	37.38	\$45.50	\$ 1,700.79	COMINGLE	63.59	\$15.00 CHG	\$ (953.85)		\$ 746.94
FEB	CARDBOARD	35.79	\$45.50	\$ 1,628.45	COMINGLE	56.54	\$15.00 CHG	\$ (848.10)		\$ 780.35
MAR	CARDBOARD	37.14	\$45.50	\$ 1,689.87	COMINGLE	57.94	\$15.00 CHG	\$ (869.10)		\$ 820.77
APRIL	CARDBOARD	36.86	\$49.00	\$ 1,806.14	COMINGLE	63.93	\$15.00 CHG	\$ (958.95)		\$ 847.19
MAY	CARDBOARD	23.74	\$56.00	\$ 1,329.44	COMINGLE	64.26	\$15.00 CHG	\$ (963.90)		\$ 365.54
JUNE	CARDBOARD	58.31	\$59.50	\$ 3,469.45	COMINGLE	76.13	\$15.00 CHG	\$ (1,141.95)		\$ 2,327.50
<b>TOTALS</b>		<b>229.22</b>	<b>TONS</b>	<b>\$ 11,624.14</b>		<b>382.39</b>	<b>TONS</b>	<b>\$ (5,735.85)</b>		<b>\$ 5,888.29</b>

TOTALS 2015 -2016

CARDBOARD	524.66 TONS	\$ 26,892.01
COMINGLE	740.71 TONS	\$ (4,332.42)
		\$ 22,559.59

**CITY OF GRINNELL, IOWA  
CONTRACT FOR RECYCLABLE MATERIALS DISPOSAL**

THIS CONTRACT, made by and between the City Of Grinnell (hereinafter "City"), and Midwest Sanitation & Recycling (hereinafter "Contractor"), and entered into on this 1st day of July, 2015, as follows:

In consideration of the mutual promises and covenants contained herein, the City and Contractor hereby agree as follows:

**DEFINITIONS**

**CITY BUILDINGS** – Buildings owned by City located within the boundaries of the City.

**COMMERCIAL BUILDINGS** – Buildings located on commercial property located within the boundaries of the City.

**CONTRACTOR'S FACILITY** – Contractor's Material Recycling Facility located in Oskaloosa, Iowa.

**HAZARDOUS WASTE** - Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

**OPTION A** – City delivers loose curbside Recyclable Materials to Contractor's Facility. Contractor shall pay City at the following rates:

- 25% of the current board rate month to month for OFFICE
- 25% of the current board rate month to month for NEWS
- 25% of the current board rate month to month for HDPE
- 25% of the current board rate month to month for NATURAL
- 25% of the current board rate month to month for PET
- 25% of the current board rate month to month for TIN
- 50% of the current board rate month to month for OCC

**OPTION B** – City loads baled Recyclable Materials onto a fifty-three (53) foot trailer provided by Contractor. Contractor shall provide transportation of such materials. City shall pay Contractor at the rate of \$20.00 per ton.

**OPTION C** – City loads loose Recyclable Materials onto a fifty-three (53) foot trailer provided by Contractor. Contractor shall provide transportation of such materials. City shall pay Contractor at the rate of \$15.00 per ton.

**RECYCLABLE MATERIALS** - "Recyclable Materials" includes the following:

- Egg cartons, cereal boxes, and cracker boxes
- Steel, tin, aluminum cans, and aluminum foil
- Phone books, paperback books, and hardback books
- Cardboard and paper bags

- All paper, including newspaper, inserts, and junk mail
- Office paper, folders, and greeting cards
- #1-7 plastic bottles, jugs, jars, and tubs
- Glass
- Any other materials accepted by City's program at the date of execution of this Contract.
- **RECYCLABLE MATERIALS does not include plastic grocery bags or any other materials not accepted by City's program at the date of the execution of this Contract.**

## **SCOPE OF CONTRACT**

This Contract is effective from the 1<sup>st</sup> day of July, 2015, and shall expire on the 30th day of June, 2020.

**CONTRACT WITH THE CITY** - Contractor agrees with the City that the City shall, during the term of this contract, collect Recyclable Materials from all Residential Units, Commercial Buildings, and City Buildings located in the Service Area and dispose of such Materials in accordance with Options A, B, or C as defined in this Contract. The Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for the chosen Option of City. The City shall pay Contractor for the services provided as required by this Contract.

City shall contract with Contractor exclusively for Recyclable Materials disposal during the term of the Contract. City shall take any and all lawful actions necessary to protect all aspects of this Contract from Recyclable Materials disposal by any other individual, firm, partnership, joint venture, corporation, or association within the boundaries of the City. City shall pass any ordinance necessary to effectively perform its obligations under this Contract.

## **SERVICE, OPERATIONS, AND PERFORMANCE**

**SELECTION OF OPTION** – City shall be entitled to selection of any Option under this Contract so long as City provides Contractor with at least thirty (30) days notice of any such change.

**COLLECTION** – City shall collect all Recyclable Materials from Residential Units, Commercial Buildings, and City Buildings within the Service Area.

City shall notify Contractor when the Materials Trailer must be emptied.

**AREA TO BE SERVED** – City shall provide collection of Recyclable Waste from Residential Units, Commercial Buildings, and City Buildings located within the City limits and any territory annexed by the City during the term of this Contract.

**MATERIALS TRAILER** – If City selects Option B or C, Contractor shall supply to City a fifty-three (53) foot trailer for loading of Recyclable Materials in accordance with such Option. Contractor shall be responsible for replacing or repairing the trailer damaged from weather or

normal wear. Contractor shall not be responsible for replacing or repairing the trailer damaged by the negligence or abuse by City. City shall be responsible for replacing or repairing the trailer if damaged in such a manner.

At the termination of this Contract, Contractor shall be entitled to retrieve any trailers provided to City and City shall cause any such trailer to be available for retrieval by Contractor.

**MILL DIRECT PROGRAM** – At the request of City, Contractor shall provide an additional fifty-three (53) trailer to City for baled Old Corrugated Cardboard. Contractor shall pay City current board market value from month to month. Contractor shall provide board market value pricing to City upon request.

**REJECTION OF WASTE** – The Contractor may decline to collect any Recyclable Materials delivered to Contractor that fail to be in accordance with this Contract.

**FEES** – The Contractor agrees to assume all landfill, tipping, dumping, licenses, and all other applicable fees, and any cost assessed or caused to be assessed by any Governmental authority, in connection with its collection and disposal of Recyclable Materials and agrees to pay said fees and costs, including any increases thereof, in a timely manner as required by the landfill authority agency, and to hold the City harmless from any liability therefore.

**BASIS AND METHOD OF PAYMENT** – In consideration of Contractor's services to the City, City and Contractor shall pay the respective party in accordance with the Option in affect at the time of disposal.

Contractor shall provide any trailer necessary at no cost to the City, unless otherwise provided in this Contract.

Both parties shall remit any payments due within fifteen (15) days of the disposal of such Recyclable Materials.

**BILLING AND PAYMENT** – Contractor shall supply City with a statement of Recyclable Materials disposed of prior to payment by either party. The party responsible for payment under the Option under affect at time of disposal shall make such payment as provided for in this Contract.

**CONTINUING EDUCATION** – The Contractor shall assist in continuing education as requested periodically by the City.

**PERMITS, LICENSES, and TAXES** – The Contractor shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the City or state or federal law.

**COMPLIANCE WITH APPLICABLE LAWS** – The parties to the Contract agree that the laws of the State of Iowa shall govern the validity, construction, interpretation, and effect of this Contract. The Contractor shall conduct the services set forth in this Contract in compliance with all applicable federal, state and City rules, regulations and laws. This Contract and the work to

be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein, as those City Code Chapters now or hereafter provide.

**FORCE MAJEURE** – Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by catastrophe, riot, war, act of God or other similar contingency beyond the reasonable control of the Contractor or City. In the case of a severe snowstorm, the Contractor has the right to delay the collection by one day (more if conditions warrant with City approval). Notification shall be made to the City as soon as possible if such an option is taken.

**INDEMNITY** – The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, and any other costs of defense resulting from a willful or negligent act or omission of the Contractor, its officer's agents, servants, and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

**INSURANCE** – Both parties shall maintain insurance in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof, including for any trailer provided by Contractor. All insurance will be authorized to do business in the State of Iowa. Prior to the commencement of the work, each party shall furnish the other with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without prior notice to the other party.

**TERMINATION OF CONTRACT** – Either party shall have the right to terminate this Contract for any lawful reason with thirty (30) days written notice to the other party.

**ASSIGNMENT OF CONTRACT** – No assignment or delegation of this Contract or any right accruing under this Contract shall be made in whole or in part by either party without the express written consent of other party.

**WAIVERS** – A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provisions themselves. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

**ILLEGAL AND INVALID PROVISIONS** – Should any term, provision or other part of this Contract be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be formed in accordance with applicable laws or regulations. In both cases, the remainder of the Contract shall not be affected but shall remain in full force and effect.

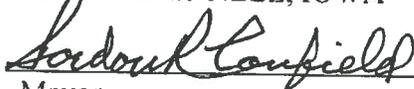
JOINT AND SEVERAL LIABILITY – If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

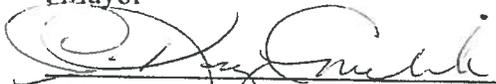
BINDING EFFECT – The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

AMENDMENT TO CONTRACT – No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties.

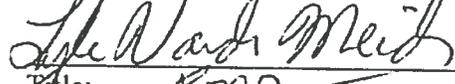
IN WITNESS WHEREOF, the contracting parties have executed this Contract on the date first written above, executed in duplicate.

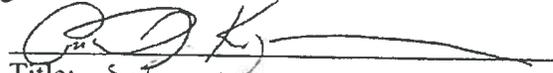
CITY OF GRINNELL, IOWA

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Administrator  
Clerk/Fin Director

MIDWEST SANITATION & RECYCLING

  
\_\_\_\_\_  
Title: PROJ

  
\_\_\_\_\_  
Title: Sales manager