

1. Agenda

Documents:

[092419 CC AGENDA2.PDF](#)

2. Meeting Materials

Documents:

[092419 CC CONSENT AGENDA2.PDF](#)

[092419 CC PUBLIC AGENDA.PDF](#)

Grimes City Council Agenda

Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone | 515.986.3036
www.grimesiowa.gov

Mayor | Scott Mikkelsen
City Council | Jill Altringer, Eric Johansen,
Jeremy Hamp, David Gisch, Ryan Burger

Mission Statement

The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

AGENDA ITEMS FOR SEPTEMBER 24, 2019 AT 5:30 PM AT GRIMES CITY HALL

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Catch Des Moines \$5,431.86 – hotel motel tax for April, May, June 2019
 - C. BRAVO Greater Des Moines 28E Contribution \$5,431.86
 - D. Public Property Tree Removal \$1,500
 - E. Whitfield & Eddy Law Professional Services \$35,117.50
 - F. Veenstra and Kimm, Inc Professional Services for Inspection Fees \$21,370.00
 - G. Municipal Supply, Inc \$14,579.00- Water Meters
 - H. Alcohol License Renewals:
 - a. Food Depot Bar and Grill – Class C Liquor License with Outdoor Service and Sunday Sales
 - b. The Corn Patch – Class C Liquor License with Sunday Sales
 - c. Casey's General Store, 951 SE Gateway Drive Class C Liquor License with Sunday Sales
 - I. Pay Applications:
 - a. Pay Application #10 to Concrete Technologies, Inc for the SE 37th Street at Hwy 141 Improvement \$19,565.60
 - b. McClure Engineering 39,284.00 for Professional Services Grimes Reverse Osmosis Water Treatment Plant – Phase 1
 - c. Pay Request #1 to Grimes Asphalt and Paving Corporation for the 2019 City of Grimes HMA Resurfacing Project \$209,562.60
 - a. Resolution 09-1619 Acceptance of 2019 City of Grimes HMA Resurfacing Project
 - d. Lee Chamberlin Consultant Engineers Progress Payments Total \$45,054.50
 1. 2019 Grimes Resurfacing Project \$3,040.00
 2. 2019 GIS Project \$1,985.00
 3. SW County Line Road and SW 19th Street HMA \$29,723.50
 4. Intersection Improvement North Main/Beaverbrooke \$2,076.00
 5. Drainage Improvements Trailridge & Little Beaver \$8,230.00

- J. Resolution 091319 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with PMR Realty, LLC, Including Annual Appropriation Tax Increment Payments of October 8, 2019
- K. Resolution 09-1119 Approving the Street Finance Report
- L. Resolution 09-1419 Personnel Transactions
- M. Resolution 09-1519 Approving Job Description for an Assistant Planner
- N. Set a Public Hearing for November 12, 2019 at 5:30 PM and Bid Letting of October 30, 2019 at 11:00 AM for the Reverse Osmosis Water Treatment Plant – Phase 1
- O. Pedestrian Way Easement for Princeton Subdivision
- P. Special Event Wage Change for Part-time Employees Only
- Q. Utility Refunds for Closed Accounts \$1,792.30
- R. Purchase of (2) F-250 Trucks not to exceed \$60,000
- S. OPN Architects \$5,128.12 City Facilities Assessments
- T. FOX Engineering – Professional Services \$236,033.28
- U. Request for Reduction of Utility Bill
- V. Claims Report

5. Proclamation for Breast Cancer Awareness

PUBLIC FORUM

“People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

PUBLIC AND COUNCIL AGENDA ITEMS

Council may consider and potentially act on the following Public Agenda items

- A. Hope Commercial Plat 1 Public Improvement – Engineering Dept.
 - a. Public Hearing on Hope Commercial Plat 1 Public Improvement
 - b. Resolution 09-1219 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Hope Commercial Plat 1 Public Improvement
 - c. Resolution 09-1319 Award of Contract for the Hope Commercial Plat 1 Public Improvement
- B. Resolution 09-1019 Award of Contract for the 2019 SW County Line Road Improvements (Engineering Department)
- C. James Street Villas – Final Plat (Development Services)
- D. Second Reading of Ordinance 730 Amending Grimes Section 92.02(1) with Regard to Water Service Rates and Water Restoration Fees, and Section 99.04 (2) with Regard to Sewer Service Rates (City Administrator)
- E. RDG Design Services/Construction Services/ Schematic Design

COUNCIL DISCUSSIONS

- 1. Mayor’s Report
- 2. City Staff’s Report
- 3. Council Reports

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, September 10, 2019

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order on Tuesday, September 10, 2019 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Mikkelsen.

Roll Call: Present: Gisch, Altringer, Berger,

AGENDA ITEMS.

Approval of the Agenda

Mayor Mikkelsen requested for approval of the agenda.

Moved by Altringer, Seconded by Gisch to approve the agenda with the request to move Item G from the Consent Agenda to the Public Agenda Item K

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

CONSENT AGENDA

A. Minutes from previous meeting B. Resolution 09-0119 Agreeing to Settlement of Assessment Case between the City of Grimes and Nancy Fried, Jay Fried, Robert Fried and Megan Scott and Authorizing Mayor To Sign Agreement C. Resolution 09-0619 Agreeing to Settlement of Assessment Case between the City of Grimes and Prairie Business Park I, LLC and PMR Realty Group and Authorizing the Mayor To Sign Agreement D. Resolution 09-0819 Setting a Date for Public Hearing on Urban Renewal Plan Amendment E. Piper Jaffray & Co. \$15,312.50 (payment for financial services for SRF loans, cash flow modeling, dissemination agent services) F. Piper Jaffray Financial Services for Series 2019A GO Bond \$27,935.00 G. PSA Agreement Between the City of Grimes and HR Green for the SE 37th Street at Highway 141 Improvements (Moved to Public Agenda K.) H. PSA Agreement Between the City of Grimes and McClure Engineering for the 1.5 MG Elevate Water Storage Tank I. Resolution 09-0319 Authorizing the Mayor to Execute an Agreement with PFM Financial Advisors LLC for Financial Services for Municipal Bond Offerings, Finance and Debt Advice and Regulatory Filings J. Purchase of Kubota SLV90-2 Skid Loader \$26,300.00 K. Purchase of Fork Lift from Mid-County Machinery \$9,585 L. North Sports Complex Maintenance Shed Construction not to exceed \$32,000. M. Request for Street Closure for Block Party on September 14th on NW Sunset Lane N. Request for Street Closure for Block Party on September 14th 813 NW Sunset Lane O. Hawkins Inc. \$5,070.00 chemicals for water treatment P. Total Quality Complete Lawn Solutions \$12,022.45 Q. Fareway Stores Alcohol License Renewal Class E Liquor License R. Shade Trees Bids S. County of Polk Office of Elections \$6,677.22 (LOSST Election Cost) T. Central Pump & Motor, LLC \$13,570.60 U. Resolution 09-0419 Adopting Performance Management System V. Resolution 09-0519 Personnel Transactions W. Resolution 09-0719 Approving New Positions X. Pay Requests: a. Pay Request #7 to Concrete Technologies for SE 37th and Hwy 141 Improvements \$967,257.07 (approved with the end of August bills) b. Pay Request #8 to Concrete Technologies for SE 37th and Hwy 141 Improvements \$198,055.96 (approved with the end of August bills) c. Pay Request #9 to Concrete Technologies for SE 37th and Hwy 141 Improvements \$56,674.38 d. Pay Request #6 to Grosch Irrigation for the New Jordan Well \$274,343.00 e. Pay Request # 6 to All Terrain Seeding for the Little Beaver & Prairie Creek Channel Improvements \$138,640.62 f. Pay Request #3 to Progressive Structures, LLC for the Grimes 16 inch RAW Water Main Y. Lyle Sumek Associates, Inc \$6,500 for Strategic Planning Preparation Z. Finance Report a. Claims Report \$1,123,487.99

Moved by Altringer, Seconded by Gisch; the Consent agenda shall be approved with moving Item G. G. PSA Agreement Between the City of Grimes and HR Green for the SE 37th Street at Highway 141 Improvements from the consent agenda to item K. of the Public Agenda

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

PUBLIC FORUM

Ammon Taylor with Waste Management addressed the Council to express an interest in consideration when the next opportunity comes up to offer a bid for the trash contract with the City.

A.2019 SW County Line Road Improvements

Matt Ahrens, City Engineer, addressed the Council stating that the City received five bids on the project. The bids ranged from \$4,282,300.00 to \$5,350,304.05. Concrete Technologies of Grimes submitted the low bid of \$4,282,300.00. Upon review of the bid tabulation an error was found. Concrete Technologies acknowledged the error and will honor the corrected total of \$4,279,790.00.

Development Services Director Alex Pfaltzgraff stated that staff is still working through the right of way acquisition process at this time so staff did not recommend approval. Pfaltzgraff added that after talking with legal counsel the request for award will be brought back at the next meeting in September for this contract. He stated this should give enough time to work through the right of way acquisition with the property owner or work through the condemnation process.

a. Public Hearing on 2019 SW County Line Road

Mayor Mikkelsen opened the Public Hearing at 5:35 pm. Having no public comments, oral or written, the Public Hearing was closed at 5:35 pm.

b. Resolution 09-0919 Adopting Plans, Specification Form of Contract and Estimate of Cost for the 2019 SW County Line Road Improvements.

Development Services Director Alex Pfaltzgraff stated that all plans and specifications had been prepared as directed and that he recommends Council approval.

Moved by Altringer, Seconded by Gisch; Resolution 09-0919 Adopting Plans, Specification Form of Contract and Estimate of Cost for the 2019 SW County Line Road Improvements shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

c. Resolution 09-1019 Award of Contract for the 2019 SW County Line Road Improvements – Defer Action

B. Destination Ridge Plat 6 – Final Plat – Development Services

Development Services Director Alex Pfaltzgraff stated this Final Plat is consistent with the two Preliminary Plat that had been approved by Council to create two commercial lots along SE 11th and Highway 141. Pfaltzgraff stated that they are working thru the legal documents and that the developer has provided a bond for the final improvements and that he would recommend approval.

Moved by Altringer, Seconded by Gisch; that Destination Ridge Plat 6 Final Plat shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

C. James Street Villas – Final Plat – Development Services

Mayor Mikkelsen stated that he was disappointed that there was not a representative available to address resident concerns that the Mayor wanted to discuss. Pfaltzgraff said there has been considerable interaction with the residents and he believed most of the concerns had been addressed. After general discussion, it was determined that due to the large number of comments and concerns by the residents, the Council would defer action until such time as the developer could be available to represent their project.

D. Shri Shirdi Sai Baba Temple – Site Plan – Development Services

Development Services Director Alex Pfaltzgraff addressed the Council on behalf of SST Des Moines stating they are requesting to build a religious facility located within the MKEDS 3 Development near the future water tower. Pfaltzgraff said they propose to build a 27,000 Square foot building on the 2 and one half acre site. Pfaltzgraff added that with any religious facility, it was required to go thru the Board of Adjustments for a Special Use permit which has been completed and they have received approval from Planning and Zoning as well.

Moved by Altringer, Seconded by Gisch; The Shri Sirdi Sai Baba Temple – Site Plan be approved subject to the letter dated May 28, 2019.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

E.1884 SE Destination Drive – Site Plan – Development Services

Development Services Director Alex Pfaltzgraff addressed the Council stating that this project is located at SE 19 and SE Destination Drive. Pfaltzgraff said this lot will eventually hold two buildings, however at this time, they proposed to build one 12000 square foot building on the north portion of the lot with a second 6000 square foot building to the south in the future. Pfaltzgraff added that the storm water management would be handled underground due to the lot size constraints. He said there is an existing trail on the south of this facility and sidewalk would be installed at a future date. Pfaltzgraff said this lot falls within zone 2 of the Highway 141 Corridor and it meets the 5 architectural requirements for compliance and has Planning and Zonings recommendation for approval.

Moved by Gisch, Seconded by Burger; to approve the 1884 SE Destination Drive Site Plan subject to the letter dated August 29, 2019.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

F. Tommy Car Wash – Site Plan – Development Services

Development Services Director Alex Pfaltzgraff told the Council this site will be located at the corner of East First Street and SE Miehe Drive in between the Sherwin Williams and Unity Point buildings. Pfaltzgraff stated that Tommy's Car Wash is new to the Des Moines market; originally located across Florida. Pfaltzgraff indicated this site would have a right in/right out access point to the north and full access at the south east corner off of Miehe Drive. While this site will primarily be the car wash, Pfaltzgraff indicated there is discussion about possibly adding a coffee shop or similar addition to the site in the future. Pfaltzgraff told the Council that there is a bank of vacuum bays located on the south side of the structure away from 1st Street. He noted that there is a higher than usual percentage of glazing due to the building structure having a Plexiglas roof with the balance of the structure being stone and masonry. Pfaltzgraff stated that Planning and Zoning did approve the project and recommended approval.

Moved by Altringer, Seconded by Berger; to approve the Tommy Car Wash Site Plan per the letter dated August 29, 2019.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

G. Public Hearing On Proposal Affirming Vacation of Certain Alley Ways and Conveying Vacated Portion of Said Alleys to Adjoining Property Owners- City Clerk

City Clerk Rochelle Williams addressed the Council that the City had vacated an alley adjacent to 312 NE Main Street back in 1979 and quit claimed the alley to Donald and Mary Frier. Williams said that recently the property was sold and Polk County noticed that a small portion of the alley had not been included in that original quit claim and today's proceedings were to clean up that discrepancy with Polk County. Mayor Mikkelsen opened the Public Hearing at 6:00 pm. Hearing no written or oral comments, the Public Hearing was closed at 6:00pm.

H. Resolution 09-0219 Affirming Vacating Portion of Alley and Conveying Vacated Portion of Said Alley to Adjoining Property Owners – City Clerk

Moved by Gisch, Seconded by Berger; to approve Resolution 09-0219 Affirming Vacating Portion of Alley and Conveying Vacated Portion of Said Alley to Adjoining Property Owners

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

I.Public Hearing and First Reading of Ordinance 730 92.02(1) with Regard to Water Service Rates and Water Restoration Fees, and Section 99.04 (2) with Regard to Sewer Service Rates –

City Administrator Jake Anderson addressed the Council advising them that PFM had provided the Council with a presentation regarding what the water and sewer rates should be to help fund the \$30,000,000 necessary for funding water and waste water improvements. Anderson stated that for the average residence in Grimes that uses 4,000 gallons a month, this increase would be a combined average of 9.6 percent over current rates. Mayor Mikkelsen opened the Public Hearing at 6:03 pm. Hearing no written or oral comments, the Public Hearing was closed at 6:03pm. Both Council Member Gisch and Mayor Mikkelsen noted that while no one

likes the idea of an increase, the improvements are very necessary, and that even with the proposed increase, the rates for the City are well within the median range for the metro.

Moved by Altringer, Seconded by Gisch; to approve First Reading of Ordinance 730, 92.02(1) with Regard to Water Service Rates and Water Restoration Fees, and Section 99.04 (2) with Regard to Sewer Service Rates
Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

J. Third Reading of Ordinance 729, Zoning Ordinance of the City of Grimes, Iowa regarding the Board of Adjustments.

Development Services Director Alex Pfaltzgraff stated that there were no material changes to the Language as approved in the first two readings and recommended approval.

Moved by Altringer, Seconded by Gisch; to approve the Third Reading of Ordinance 729 Zoning Ordinance of the City of Grimes, Iowa regarding the Board of Adjustments

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

Moved by Altringer, Seconded by Gisch; to Adopt Ordinance 729 Zoning Ordinance of the City of Grimes, Iowa regarding the Board of Adjustments

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

K. PSA Agreement Between the City of Grimes and HR Green for the SE 37th Street at Highway 141 Improvements (Moved from Consent Agenda Item G.) Council Member Altringer stated that she wanted to have an addition included with the proposed PSA Agreement with HR Green.

Moved by Altringer, Seconded by Burger; to approve the PSA Agreement Between the City of Grimes and HR Green for the SE 37th Street at Highway 141 Improvements with the addition of the City Administrator working with the City Attorney to put the contract into final form and authorizing the Mayor to sign if the contract is consistent with other Grimes City engineering project agreements.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

COUNCIL DISCUSSIONS

1. Mayor's Report

Mayor Mikkelsen stated they recently held the Mayors Bike Ride with help from the Rotary Club and the Chamber to help raise money for the Veterans Memorial; Mikkelsen noted that they had much better weather than the previous year's event and that he appreciated everyone's efforts.

2. City Staff's Report

a. City Administrator Anderson wanted to thank everyone for their participation in the recent Strategic Planning sessions that took place at City Hall. Anderson stated that they should have a final report ready for presentation to the Council in October.

b. Polk County Sheriff's Department

Tim Krum of Polk County Sheriff's office announced that there would be an event coming up on October 19 between 11 am and 2 pm for the community titled "Candy Crawl". He said this event would feature a canine demonstration, face painting, handing out plenty of treats for the kids and offering Halloween safety demonstrations as well as a chance to see the patrol equipment and meet the Officers.

3. Council Reports

Council Member Gisch noted that there was a recent agreement with Metro Waste Authority to build a recycling facility. Gisch said they have received approval for a \$10,000,000 Purchase Agreement for equipment and the next step would be a site plan with a possible location at the current transfer station.

ADJOURNMENT

Moved by Altringer, Seconded by Gisch; there being no further business, meeting was adjourned at 6:16 pm.
Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



The workshop meeting of the Grimes City Council was called to order by Mayor Pro Tem Altringer on Tuesday, September 10, 2019 at 4:00 pm at Grimes City Hall.

Roll Call: Present: Altringer, Gisch, by telephone - Johansen Altringer Absent: Hamp, Burger

APPROVAL OF THE AGENDA

Moved by Altringer, Seconded by Gisch; the agenda shall be approved.

Roll call. Ayes: All. Nays: None. Motion passes 3 to 0.

Economic Development Workshop

Brian Buethe of Grimes Chamber and Economic Development was present to discuss economic development strategies.

Council Member Burger arrives at 4:09

City Administrator Anderson advised the Council he was continuing annexation discussions with neighboring communities.

Moved by Altringer, Seconded by Gisch there being no further business, the workshop meeting is adjourned at 5:15 pm.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Catch Des Moines

400 Locust Street, Suite 265
Des Moines, IA 50309-2350

REC'D SEP 06 2019

CATCH
DES MOINES

Date	Invoice #
9/4/2019	19718

Bill To:

Grimes, City of
101 N. Harvey
Grimes, IA 50111

Due Date

9/4/2019

Description	Amount
April, May, June 2019 Hotel/Motel Tax	5,431.86

Total \$5,431.86

Payments/Credits \$0.00

Balance Due \$5,431.86

Please make checks payable to: Greater Des Moines Convention & Visitors Bureau
Thank You!

Phone #	Fax #	E-mail	Web Site
(515)286-4960	(515) 244-9757	marissa@catchdesmoines.com	www.catchdesmoines.com



SEPTEMBER 9, 2019

City of Grimes
Attn: Rochelle Williams
101 NE Harvey Street
Grimes, Iowa 50111

Please make checks payable to Bravo Greater Des Moines
THANK YOU FOR YOUR SUPPORT!



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of 9/24/2019

AGENDA HEADING: Right-of-Way and Public Property Tree Removal

SYNOPSIS: There is a very large tree that is dead in the alley way behind 704 E 1st St. Several residents in the area have called requesting removal of the tree as they are afraid it will fall over and damage property this winter if we get significant snow and/or ice accumulation. Since the City has been notified by residents of the potential hazard this tree may cause, it becomes a liability issue for the City and must be addressed. The tree is close enough to power lines that Public Works Staff would have a hard time taking down the tree. An outside contractor would be called to remove the tree.

According to the ordinance:

151.07 INSPECTION AND REMOVAL. The Council shall inspect or cause to be inspected any trees or shrubs in the City reported or suspected to be dead, diseased or damaged, and such trees and shrubs shall be subject to the following:

1. City Property. If it is determined that any such condition exists on any public property, including the strip between the curb and the lot line of private property, the Council may cause such condition to be corrected by treatment or removal. The Council may also order the removal of any trees on the streets of the City which interfere with the making of improvements or with travel thereon.

Council may order the re-planting of the trees if they deem it warranted.

FISCAL IMPACT:

Cost to remove the tree will be \$1500.00 by Finco.



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

PREVIOUS COUNCIL ACTION(S): Council approved the removal of a ROW tree at 301 SE Little Beaver in June 2018. Council also approved the removal of a ROW tree at the Old Bus Barn located on SE Main St. and SE 5th St. in July of 2019.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The Public Works respectfully requests that the tree be removed and the area restored once removal is complete. Publics Works Staff will gladly go along with any recommendations for replacement.

35,117.50



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
P. O. Box 457
Grimes, IA 50111

INVOICE 251376
September 9, 2019

176170-0101
City Of Grimes - General

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through August 31, 2019

CURRENT INVOICE:

Current Fees	26,712.50
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 26,712.50

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	26,712.50	0.00	0.00	0.00	26,712.50

PLEASE REMIT PAYMENT TO:
WHITFIELD & EDDY, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

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Click on Menu, Make Payment, Pay Invoice

Thank You!



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

INVOICE 251378
September 9, 2019

176170-0875

PMR Realty Group, LLC and R & R Realty Group, LLC-Special Assessment

Responsible Attorney: Thomas I. Henderson

For Professional Services Rendered Through August 31, 2019

CURRENT INVOICE:

Current Fees	1,035.00
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 1,035.00

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	1,035.00	0.00	0.00	0.00	1,035.00

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Accounting Department
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Des Moines, IA 50309

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Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

INVOICE 251381
September 9, 2019

176170-0879
SW County Line Rd. Condemnations

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through August 31, 2019

CURRENT INVOICE:

Current Fees	3,082.50
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 3,082.50

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	3,082.50	0.00	0.00	0.00	3,082.50

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Des Moines, IA 50309

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THOMAS HENDERSON
699 WALNUT STREET, SUITE 2000
DES MOINES, IOWA 50309

whitfieldlaw.com

515-288-6041 P 515-246-1474 F

515-246-5559 D
henderson@whitfieldlaw.com

September 10, 2019

Rochelle Williams
City Clerk
101 N. Harvey Street
Grimes, IA 50111

Re: City of Grimes Legal Services (176170-102)

ACTION	AMOUNT
Attendance at council meetings on June 11, 2019, June 25, 2019, July 9, 2019, August 13, 2019 (4 meetings x \$200 = \$800.00)	\$800.00
TOTAL	\$800.00



**WHITFIELD
& EDDY LAW**

699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

INVOICE 251379
September 9, 2019

176170-0876
Fried, Nancy & Jay, et al.-Assessment Challenge

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through August 31, 2019

CURRENT INVOICE:

Current Fees	1,845.00
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 1,845.00

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	1,845.00	0.00	0.00	0.00	1,845.00

PLEASE REMIT PAYMENT TO:
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Thank You!



**WHITFIELD
& EDDY LAW**

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Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
P. O. Box 457
Grimes, IA 50111

INVOICE 251377
September 9, 2019

176170-0225
City of Grimes v AFSCME Iowa Council #61

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through August 31, 2019

CURRENT INVOICE:

Current Fees	112.50
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 112.50

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	112.50	0.00	0.00	0.00	112.50

PLEASE REMIT PAYMENT TO:
WHITFIELD & EDDY, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

We accept Mastercard/Visa/Discover/American Express
Visit our website at www.whitfieldlaw.com
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Thank You!



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Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
101 N. Harvey St
Grimes, IA 50111

INVOICE 251380
September 9, 2019

176170-0878
Norfolk Southern Railway Company-Condernnation

Responsible Attorney: Thomas L. Henderson
For Professional Services Rendered Through August 31, 2019

CURRENT INVOICE:

Current Fees	1,530.00
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 1,530.00

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	1,530.00	0.00	0.00	0.00	1,530.00

PLEASE REMIT PAYMENT TO:
WHITFIELD & EDDY, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

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Thank You!

Veenstra and Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

REC'D SEP 09 2019

City of Grimes

101 NE Harvey Street

Grimes, IA 50111

Inspection Fees

August

Residential \$75

Residential reinspection \$35

Multi Family \$35/unit

Commercial \$100/hr, (1 hr min)

Project Number 128104

Invoice #18

Description	Address	Inspection Date	PASS	FAIL	V&K Fee
Commercial	3505 SE Miehe Drive (AP)	08/01/19	X		\$100
Residential Re-inspect	2709 NE Brentwood Drive (FEM)	08/01/19	X		\$105
Residential Sheer Wall	816 SW 9th Court	08/01/19	X		\$35
Residential AP/SW	1005 NE Cypress Circle	08/01/19	X		\$35
Residential Final	1120/1124 NE 19th Street	08/01/19	X		\$150
Commercial	1450 NE Gateway Drive (HVAC)	08/01/19	X		\$100
Residential FEM	109 NE 21st Street	08/01/19	X		\$225
Commercial	3101 SE Destination Drive (FN)	08/01/19	X		\$100
Residential FT	105 NE 22nd Circle	08/01/19	X		\$75
Residential FT	2202 NE Heritagea Drive	08/01/19	X		\$75
Residential Sheer Wall	1415 NE Polk Drive	08/01/19	X		\$35
Residential Sheer Wall	200/202 NE Little Beaver Drive	08/01/19	X		\$35
Commercial	1450 NE Gateway Drive (FN)	08/02/19	X		\$100
Residential EL	2223 NW Gabus Drive (EL/PL)	08/02/19	X		\$150
Commercial	4201 S James Street (FN)	08/02/19	X		\$100
Deck Footing	2702 NE Brentwood Circle	08/02/19	X		\$75
Commercial	3201 SE Destination Drive (EL Service)	08/02/19	X		\$100
Commercial	705 SE Gateway Drive (GW)	08/02/19	X		\$100
Commercial	1704 NE Gateway Court (Pool Bonding)	08/02/19	X		\$100
Residential PL	2101 NE Ewing Court	08/02/19	X		\$75

Veenstra and Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

Description	Address	Inspection Date	PASS	FAIL	V&K Fee
Residential FW	2801 NE Brentwood Circle	08/02/19	X		\$75
Residential All Roughs	1217 NW 3rd Street	08/02/19		X	\$300
Commercial	1300 SW Countyline Road (FT)	08/05/19	X		\$100
Residential AP/SW	2941 NE Brentwood Circle	08/05/19	X		\$35
Commercial	1541 SE 3rd Street (Site FN)	08/05/19		X	\$100
Residential FW	608 NE Jacob Street	08/05/19	X		\$75
Deck Footing	2905 NE Cherry Circle	08/05/19	X		\$75
Residential FW	105 NE 22nd Street	08/05/19	X		\$75
Residential Re-inspect	1217 NW 3rd Street (FEM)	08/05/19	X		\$105
Residential FW	2201 NE Heritage Drive	08/05/19	X		\$75
Residential FEM	500 SE 14th Street	08/05/19	X		\$225
Commercial	1541 SE 3rd Street (Above Grid)	08/05/19	X		\$100
Residential FT	1612 NW 8th Street	08/05/19	X		\$75
Commercial	SE 11th and NE 106th (SW/Trail)	08/06/19	X		\$100
Residential PL	1805 NW 8th Street	08/06/19	X		\$75
Residential AP/SW	1217 NW 3rd Street	08/06/19	X		\$35
Residential FT	2900 SE Covenant Drive	08/06/19	X		\$75
Residential FEM	2101 NE Ewing Circle	08/06/19	X		\$225
Residential Sheer Wall	2905 NE Cherry Court	08/06/19	X		\$35
Residential PL	200 SE Ewing Street	08/06/19		X	\$75
Residential Final	2305 NE Little Beaver Drive	08/06/19	X		\$75
Deck Footing	104 NE 7th Court	08/06/19	X		\$75
Residential FEM	2603 NW Ridgewood Drive	08/07/19	X		\$225
Residential PL	2223 NW Gabus Drive (Pool Bonding)	08/07/19	X		\$75
Residential SWS, GW	2801 NE Brentwood Circle	08/07/19	X		\$150
Commercial	1300 SW Countyline Road (FT)	08/07/19	X		\$100
Commercial	935 SE Silkwood Lane (FEM)	08/07/19	X		\$100

Veenstra and Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

Description	Address	Inspection Date	PASS	FAIL	V&K Fee
Residential FEM	1805 NW 8th Street	08/07/19	X		\$225
Deck Footing	1217 NW 3rd Street	08/07/19	X		\$75
Commercial	755 SE Gateway Drive, Bldg 2 (FT)	08/08/19	X		\$100
Residential PL	200 SE Ewing Street	08/08/19	X		\$75
Commercial	351 SE Gateway Drive (FR)	08/08/19	X		\$100
Commercial	1300 SW Countyline Road (FT)	08/08/19	X		\$100
Residential FW	1612 NW 8th Street	08/08/19	X		\$75
Commercial	1541 SE 3rd Street (Above Grid)	08/09/19	X		\$100
Residential FT	204/206 NE Little Beaver Drive	08/09/19	X		\$75
Commercial	The Reserve Bldg 6 (GW)	08/09/19		X	\$100
Residential SW	1712 NW 3rd Street	08/12/19		X	\$35
Residential HVAC	312 NE Harvey Street	08/12/19	X		\$75
Residential Final	112 NE Little Beaver Drive	08/12/19	X		\$75
Commercial	The Reserve Bldg 6 (GW)	08/12/19	X		\$100
Residential Final	1905 NE Cypress Circle	08/12/19	X		\$75
Commercial	Ryko (Demo)	08/12/19	X		\$100
Residential FR	104 NE 7th Court	08/12/19	X		\$75
Residential FW	204/206 NE Little Beaver Drive	08/12/19	X		\$75
Residential Final	2602 NW Willowbrooke Drive (Basement)	08/13/19	X		\$75
Commercial	4201 S James Street Ste 240 (Trunk Link Connection)	08/13/19	X		\$100
Residential FT	1704 NW Sunset Lane	08/13/19	X		\$75
Residential Final	604 SW Timberview Drive	08/13/19	X		\$75
Commercial	1301 SE Gateway Drive (Service Release)	08/13/19	X		\$100
Residential SWS, GW	200 NW 21st Street	08/13/19	X		\$150
Multi Family	1710 NE Gateway Circle (20 Units, FN)	08/13/19		X	\$700
Commercial	2351 E 1st Street (FT)	08/13/19	X		\$100
Residential SWS, GW	2201 NE Heritage Drive	08/14/19	X		\$150

Veenstra and Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

Description	Address	Inspection			
		Date	PASS	FAIL	V&K Fee
Residential PL	609 NE 13th Street (Pool Bonding)	08/14/19	X		\$75
Residential SW	2101 NE Ewing Circle	08/14/19	X		\$35
Residential SWS, GW	209 NE 21st Circle	08/14/19	X		\$150
Commercial	4201 S James Street	08/14/19	X		\$100
Commercial	3000 SE Grimes Blvd (FEM/PL)	08/14/19	X		\$100
Commercial	2420 SE 7th Lane (FEM)	08/14/19	X		\$100
Residential FW	1704 NW Sunset Drive	08/14/19	X		\$75
Residential AP/SW	412 NW 14th Street	08/15/19	X		\$35
Residential SWS, GW	105 NE 22nd Circle	08/15/19	X		\$150
Residential Final	1907/1909 NE Heritage Drive	08/15/19	X		\$150
Commercial	2351 E 1st Street (GW)	08/15/19	X		\$100
Residential SW	1217 NW 3rd Street	08/15/19	X		\$35
Residential FT	1815 NE Heritage Drive	08/15/19	X		\$75
Residential FT	1813 NE Heritage Drive	08/15/19	X		\$75
Deck Footing	2622 NW Willowbrooke Drive	08/16/19	X		\$75
Residential AP/SW	2709 NE Brentwood Circle	08/16/19	X		\$35
Residential SWS, GW	201 NE 22nd Circle	08/16/19	X		\$150
Commercial	1300 SW Countyline Road (FT)	08/16/19	X		\$100
Residential FT	1811 NE Heritage Drive	08/16/19	X		\$75
Residential FW	1815 NE Heritage Drive	08/16/19	X		\$75
Residential FEM	1214 NW 3rd Street	08/16/19		X	\$225
Commercial	2351 E 1st Street (FT)	08/16/19	X		\$100
Residential SWS	1704 NW Sunset Lane	08/19/19		X	\$75
Residential PL	816 SW 9th Court	08/19/19	X		\$75
Commercial	1300 SW Countyline Road (FT)	08/19/19		X	\$100
Deck Footing	1409 NW 8th Street	08/19/19		X	\$75
Commercial	4201 S James Street #420 (FT)	08/19/19	X		\$100
Residential PL	1906 NE Heritage Drive	08/19/19	X		\$75

Veenstra and Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

Description	Address	Inspection Date	PASS	FAIL	V&K Fee
Residential SWS, GW	1612 NW 8th Street	08/19/19	X		\$150
Residential FW	1811/1815 NE Heritage Drive	08/19/19	X		\$150
Residential SW	721 E 1st Street	08/19/19	X		\$35
Commercial	1300 SW Countyline Road, Building A (PL)	08/19/19	X		\$100
Residential SWS	1704 NW Sunset Lane	08/19/19	X		\$75
Commercial	1710 NE Gateway Drive (FN)	08/20/19		X	\$100
Commercial	2351 E 1st Street (FT)	08/20/19	X		\$100
Deck Footing	1601/1605 NW 8th Street	08/20/19		X	\$150
Deck Footing	1805/1409 NW 8th Street	08/20/19		X	\$75
Residential Final	904/905 SW 9th Court	08/20/19	X		\$150
Commercial	1710 NE Gateway Court (Garage FN)	08/20/19	X		\$100
Residential FEM	1906 NE Heritage Drive	08/20/19	X		\$225
Residential Final	2223 NW Gabus Drive (Pool)	08/20/19	X		\$75
Commercial	875 SE Gateway Drive (EL Release)	08/21/19	X		\$100
Residential FEM	1214 NW 3rd Street	08/21/19	X		\$225
Deck Footing	1601/1605/1409 NW 8th Street	08/21/19	X		\$75
Residential FT	2413 NE Birch Lane	08/21/19	X		\$75
Commercial	2351 E 1st Street (GW)	08/21/19	X		\$100
Residential Final	2112 NE Park Street	08/21/19	X		\$75
Residential EL	717 NE 9th Street	08/21/19		X	\$75
Residential AP/SW	1805/1409 NW 8th Street	08/22/19	X		\$70
Residential GW	1704 NW Sunset Lane	08/22/19	X		\$75
Residential FW	2413 NE Birch Lane	08/22/19	X		\$75
Deck Footing	1420 NE Little Beaver Drive	08/22/19	X		\$75
Commercial	2351 E 1st Street (FT)	08/22/19	X		\$100
Residential FEM	200/202 NE Little Beaver Drive	08/22/19		X	\$225
Residential SWS, GW	1815 NE Heritage Drive	08/23/19	X		\$150
Deck Footing	101 NW Prairiecreek Drive	08/23/19	X		\$75
Residential SWS, GW	1807/1811 NE Heritage Drive	08/23/19	X		\$300

Veenstra and Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

Description	Address	Inspection Date	PASS	FAIL	V&K Fee
Residential FT	2000 NE Breezy Point	08/23/19	X		\$75
Residential SW	912 SW 8th Court	08/23/19	X		\$35
Residential PL	2949 NE Brentwood Circle	08/23/19	X		\$75
Residential All Roughs	200 NE Little Beaver Drive	08/23/19	X		\$300
Commercial	SE 10th Lane Building 5	08/23/19	X		\$100
Commercial	Kwik Star (FW)	08/23/19	X		\$100
Commercial	1710 NE Gateway Court	08/23/19		X	\$100
Residential Re-inspect	717 NE 9th Street (EL)	08/23/19	X		\$35
Residential EL	1212 NW 7th Court	08/23/19	X		\$75
Commercial	1300 SW Countyline Road (FT)	08/23/19	X		\$100
Commercial	2351 E 1st Street (GW)	08/26/19	X		\$100
Commercial	1300 SW Countyline Road (SWS)	08/26/19	X		\$100
Residential FW	2000 NE Breezy Point	08/26/19	X		\$75
Residential Final	1901/1903 NE Heritage Drive	08/26/19	X		\$150
Residential Final	2509 NW Willowbrooke Drive	08/26/19	X		\$75
Residential PL	1912 NE Heritage Drive	08/26/19	X		\$75
Residential All Roughs	1908 NE Heritage Drive	08/26/19	X		\$300
Residential All Roughs	1415 NE Polk Drive	08/26/19	X		\$300
Residential SWS	2413 NE Birch Lane	08/26/19	X		\$75
Residential EL	725 NE 4th Street	08/27/19	X		\$75
Residential HVAC	8021 NW 142nd Street	08/27/19	X		\$75
Residential HVAC	400 NW 13th Street	08/27/19	X		\$75
Residential EL	2001 NW Gabus Drive	08/27/19	X		\$75
Residential GW	2413 NE Birch Lane	08/27/19	X		\$75
Residential HVAC	100 NW 7th Street	08/27/19	X		\$75
Commercial	3050 SE Enterprise Drive (FN)	08/27/19		X	\$100
Commercial	1300 SW Countyline Road (FT)	08/27/19	X		\$100
Residential SWS, GW	2000 NE Breezy Point	08/27/19	X		\$150
Deck Footing	402 NW 3rd Street	08/28/19	X		\$75

Veenstra and Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

Description	Address	Inspection			
		Date	PASS	FAIL	V&K Fee
Residential Final	1700 NW 8th Street	08/28/19	X		\$75
Commercial	1889 SE Miehle Drive (SW/AP)	08/28/19	X		\$100
Residential Sheer Wall	1410 NE Polk Drive	08/28/19	X		\$35
Residential FEM	2949 NE Brentwood Circle	08/28/19	X		\$225
Deck Footing	201 NE Jacob Street	08/28/19	X		\$75
Residential FW	608 NE Jacob Street	08/28/19	X		\$75
Commercial	3000 SE Grimes Blvd Suite 100 (GW)	08/28/19	X		\$100
Deck Footing	2413 NE Birch	08/28/19	X		\$75
Deck Footing	816 SW 9th Street	08/28/19	X		\$75
Residential SW	2929 NE Brentwood Circle	08/28/19	X		\$35
Residential HVAC	1335 SE 6th Street	08/29/19	X		\$75
Commercial	3050 SE Enterprise Drive (FN Reinspect)	08/29/19	X		\$100
Residential GW	255 SW Brookside Drive	08/29/19	X		\$75
Deck Footing	201 NE Jacob Street	08/29/19	X		\$75
Deck Footing	2000 NE Breezy Point	08/29/19	X		\$75
Residential AP	1415 NE Polk Drive	08/29/19		X	\$35
Residential Final	2943 NE Brentwood Circle	08/29/19	X		\$75
Multi Family	1710 NE Gateway Drive (FN 55 Units)	08/29/19	X		\$1,925
Commercial	2351 E 1st Street (FW)	08/30/19	X		\$100
Residential FEM	2905 NE Cherry Street	08/30/19	X		\$225
Residential PL	1912 NE Heritage Drive	08/30/19	X		\$75
Deck Footing	1500 NW Calista Drive	08/30/19	X		\$75
Residential FT	1400 NE Polk Drive	08/30/19	X		\$75
Residential PL	2905 NE Cherry Street	08/30/19	X		\$75
Residential Re-inspect	1915 SE 41st Street (FN)	08/30/19	X		\$35
Commercial	2351 E 1st Street (GW)	08/30/19	X		\$100
Residential All Roughs	202 NE Little Beaver	08/30/19		X	\$300
Deck Footing	105 NE 22nd Court	08/30/19	X		\$75
	TOTAL				\$21,370

**MUNICIPAL SUPPLY, INC.***Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0739570-IN

INVOICE DATE: 9/12/2019

ORDER NUMBER: 0559601

ORDER DATE: 9/10/2019

SHIP DATE: 9/10/2019

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA			TERMS	
1998		CPU			NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
I2S5GLXX 3/4S 1000G IPERL MTR SM 25' 3W	EACH	24.00	24.00	0.00	125.000	3,000.00
I4S5GMXX 1" IPERL 100G MTR 25' 3W SM	EACH	32.00	32.00	0.00	196.000	6,272.00
M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	27.00	27.00	0.00	159.000	4,293.00
C38-442.625NL 1" NL METER COUP 2 5/8" LONG	EACH	30.00	30.00	0.00	19.250	577.50
C38-232.5NL 3/4" MTR COUP 2 1/2" LONG	EACH	25.00	25.00	0.00	12.500	312.50
105-424NL 3/4" SPRING CHECK VALVE	EACH	2.00	2.00	0.00	18.000	36.00
101-414NL 3/4" BRASS BALL VALVE	EACH	2.00	2.00	0.00	9.950	19.90

Continued

**MUNICIPAL SUPPLY, INC.***Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0739570-IN

INVOICE DATE: 9/12/2019

ORDER NUMBER: 0559601

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SHIP DATE: 9/10/2019

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.
 1998

JOB NAME

SHIP VIA
 CPU

TERMS
 NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
107-168NL 3/4" BRASS BALL HOSE BIBB	EACH	2.00	2.00	0.00	12.000	24.00
HA-2575T 2 1/2" FML NST X 3/4" MNPT HYD	EACH	2.00	2.00	0.00	22.050	44.10

ORDER# 559601

Net Invoice: 14,579.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 14,579.00

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
 WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

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BEVERAGES DIVISION**[Home](#)
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Applicant License **LC0044884, Food Depot Bar and Grill, Grimes**

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

☒ **12 month**☐ 8 month☐ 6 month☐ 14 day☐ 5 day**License Status: Pending Dram Shop****Original issue date of
license:** 10/25/2018 **MM/DD/YYYY****Issue date of current
license:** **MM/DD/YYYY****License effective
date:** 11/01/2019 **MM/DD/YYYY****License expiration
date:** 10/31/2020 **MM/DD/YYYY****Number of days
notice:** 0**70 day notice:** 0**Cancel date:** **MM/DD/YYYY**[Prev](#)[Next](#)Follow us with [RSS](#), [Facebook](#) or [Twitter](#)

Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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Privileges LC0044884, Food Depot Bar and Grill, Grimes

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The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class C Liquor License (LC) (Commercial). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- | | |
|-------------------------------------|--|
| ☐ | Brew Pub |
| ☒ | Catering Privilege |
| ☐ | Class B Native Wine Permit |
| ☒ | Class B Wine Permit (Carryout Wine - Includes Native Wine) |
| ☐ | Living Quarters |
| ☒ | Outdoor Service |
| ☒ | Sunday Sales |

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Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
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Local 515.281.7400

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- ▶ Criminal History
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- ▶ General Premises
- ▶ Applicant Signature
- ▶ Dram Cert
- ▶ Local Endorse
- ▶ History

Ownership LC0044884, Food Depot Bar and Grill, Grimes

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The navigation links on the top may also be used to move around the application.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Tonya Newel	301 SE 17TH COURT, Grimes, IA, 50111	50.00 %	View
Scott Newel	301 SE 17TH COURT, Grimes, IA, 50111	50.00 %	View

1

First Name:	Last Name:
Address:	
Address Line 2:	
City:	State: Please Select ▼
Zip:	
Position:	SS#: U.S. Citizen: Please Select ▼
Date of Birth: MM/DD/YYYY	% of Ownership:
Add	

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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Applicant License **LC0014948, The Corn Patch, Grimes**

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ **12 month**
- ☐ 8 month
- ☐ 6 month
- ☐ 14 day
- ☐ 5 day

License Status: Pending Dram Shop

Original issue date of license: 10/21/1988 **MM/DD/YYYY**

Issue date of current license: **MM/DD/YYYY**

License effective date: 10/22/2019 **MM/DD/YYYY**

License expiration date: 10/21/2020 **MM/DD/YYYY**

Number of days notice: 70

70 day notice: 0

Cancel date: **MM/DD/YYYY**

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Privileges LC0014948, The Corn Patch, Grimes

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Select one or more of the privileges you wish to have for your Class C Liquor License (LC) (Commercial). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:	
☐	Brew Pub
☐	Catering Privilege
☐	Class B Native Wine Permit
☐	Class B Wine Permit (Carryout Wine - Includes Native Wine)
☐	Living Quarters
☐	Outdoor Service
☒	Sunday Sales

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Ownership LC0014948, The Corn Patch, Grimes

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.
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Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Dennis Schwieso	112 Sw Kennybrook, Grimes, IA, 50111	50.00 %	View
Kenneth Schwieso	1413 S 15th St, Adel, IA, 50003	50.00 %	View

1

First Name:	Last Name:
Address:	
Address Line 2:	
City:	State: Please Select
Zip:	
Position:	SS#:
Date of Birth: MM/DD/YYYY	% of Ownership:
U.S. Citizen: Please Select	
Add	

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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Applicant LE0002797, CASEY'S GENERAL STORE #3507, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor	CASEY'S MARKETING COM	(Sole Proprietorship, Partnership, Corporation, etc.)
Name/Partnership Name(s):		
Name of Business (D/B/A):	CASEY'S GENERAL STORE #3507	
Address of Premise:	951 SE GATEWAY DR	
Address Line 2:		
City:	Grimes	
County:	Polk	
Zip:	50111	
Business Phone:	(515) 446-6404	Cell / Home Phone:
Same Address		
Mailing Address:	PO BOX 3001	
Mailing Address Line 2:		
City:	ANKENY	State: Iowa
Zip:	50021	
Contact Name:	JESSICA FISHER-COMSTOCK, STORE OPERATIONS	
Phone:	(515) 446-6404	Email Address: JESSICA.FISHER@CASEY'S

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Ownership LE0002797, CASEY'S GENERAL STORE #3507, Grimes

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The navigation links on the top may also be used to move around the application.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
42-0935283 CASEY'S GENERAL STORE, INC.	PO BOX 3001, ANKENY, IA, 50021	100.00 %	View
Julia Jackowski	9813 Iltis Drive, Urbandale, IA, 50322	0.00 %	View
James Pistillo	3415-159th St, Urbandale, IA, 50323	0.00 %	View
JOHN SOUPENE	3150 NW 82ND AVE, ANKENY, IA, 50023	0.00 %	View
MEGAN ELFERS	2689 NW 161ST STREET, CLIVE, IA, 50325	0.00 %	View

1

First Name:			Last Name:		
Address:					
Address Line 2:					
City:		State:	Please Select ▼		
Zip:					
Position:		SS#:		U.S. Citizen:	Please Select ▼
Date of Birth:	MM/DD/YYYY	% of Ownership:			
Add					

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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Progress Estimate

Contractor's Application

For (contract):		SE 37th Street at HWY 141 Improvements					DOT Proj. No.: STBG-SWAP-3125(614)--SG-77					Application Number: 10	
Contractor:		Concrete Technologies, Inc.					Engineer's Proj. No.: 1005-17A					Application Date: 9/24/2019	
A			B				C	D	E	F		G	
Item			Bid Quantity	CO 01	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description											
1	2101-0850002	CLEARING AND GRUBBING	27.6		UNIT	\$ 300.00	\$ 8,280.00						\$8,280.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	8837.0		CY	\$ 18.75	\$ 165,693.75	4555.0	\$85,406.25		\$85,406.25	51.5%	\$80,287.50
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	5197.0		CY	\$ 18.75	\$ 97,443.75	330.77	\$6,201.94		\$6,201.94	6.4%	\$91,241.81
4	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	47.6		STA	\$ 1,500.00	\$ 71,400.00	27.79	\$41,685.00		\$41,685.00	58.4%	\$29,715.00
5	2110-3825010	GRANULAR MATERIAL	500.0		TON	\$ 30.00	\$ 15,000.00	347.36	\$10,420.80		\$10,420.80	69.5%	\$4,579.20
6	2115-0100000	MODIFIED SUBBASE	4982.0		CY	\$ 62.50	\$ 311,375.00	2610.97	\$163,185.63		\$163,185.63	52.4%	\$148,189.38
7	2121-7425010	GRANULAR SHOULDERS, TYPE A	261.8		TON	\$ 37.50	\$ 9,817.50	107.85	\$4,044.38		\$4,044.38	41.2%	\$5,773.13
8	2123-7450020	SHOULDER FINISHING, EARTH	73.2		STA	\$ 225.00	\$ 16,470.00	15.81	\$3,557.25		\$3,557.25	21.6%	\$12,912.75
9	2213-7100400	RELOCATION OF MAIL BOXES	6.0		EACH	\$ 600.00	\$ 3,600.00	5	\$3,000.00		\$3,000.00	83.3%	\$600.00
10	2214-5145150	PAVEMENT SCARIFICATION	441.0		SY	\$ 10.50	\$ 4,630.50						\$4,630.50
11	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	1131.0		SY	\$ 95.00	\$ 107,445.00	1295.29	\$123,052.55		\$123,052.55	114.5%	-\$15,607.55
12	2301-1033095	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9.5 IN.	26851.0	43.0	SY	\$ 69.50	\$ 1,869,133.00	9271.77	\$644,388.02		\$644,388.02	34.5%	\$1,224,744.99
13	2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.	451.8		SY	\$ 100.00	\$ 45,180.00	26	\$2,600.00		\$2,600.00	5.8%	\$42,580.00
14	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1.0		LS	\$ 5,000.00	\$ 5,000.00						\$5,000.00
15	2303-1041750	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	295.3		TON	\$ 120.00	\$ 35,436.00						\$35,436.00
16	2303-1042500	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	154.4		TON	\$ 120.00	\$ 18,528.00						\$18,528.00
17	2303-1043500	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	443.9		TON	\$ 105.00	\$ 46,609.50						\$46,609.50
18	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	12.0		TON	\$ 650.00	\$ 7,800.00						\$7,800.00
19	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	38.8		TON	\$ 725.00	\$ 28,130.00						\$28,130.00
20	2304-0101000	TEMPORARY PAVEMENT	1076.0		SY	\$ 65.00	\$ 69,940.00	1419.83	\$92,288.95		\$92,288.95	132.0%	-\$22,348.95
21	2401-6745650	REMOVAL OF EXISTING STRUCTURES	1.0		LS	\$ 15,000.00	\$ 15,000.00	0.2	\$3,000.00		\$3,000.00	20.0%	\$12,000.00
22	2401-6745910	REMOVAL OF SIGN	6.0		EACH	\$ 65.00	\$ 390.00	2	\$130.00		\$130.00	33.3%	\$260.00
23	2416-0100015	APRON, CONC, 15 IN. DIA.	2.0		EACH	\$ 1,500.00	\$ 3,000.00	2	\$3,000.00		\$3,000.00	100.0%	
24	2416-0100024	APRON, CONC, 24 IN. DIA.	1.0		EACH	\$ 2,000.00	\$ 2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
25	2431-0000100	SEGMENTAL BLOCK RETAINING WALL	3585.0		SF	\$ 45.25	\$ 162,221.25	2350	\$106,337.50		\$106,337.50	65.6%	\$55,883.75
26	2435-0250100	INTAKE, SW-501	3.0		EACH	\$ 6,250.00	\$ 18,750.00	2	\$12,500.00		\$12,500.00	66.7%	\$6,250.00
27	2435-0250500	INTAKE, SW-505	15.0		EACH	\$ 6,900.00	\$ 103,500.00	7	\$48,300.00		\$48,300.00	46.7%	\$55,200.00
28	2435-0250600	INTAKE, SW-506	2.0		EACH	\$ 11,300.00	\$ 22,600.00	2	\$22,600.00		\$22,600.00	100.0%	
29	2435-0250700	INTAKE, SW-507	1.0		EACH	\$ 5,000.00	\$ 5,000.00	1	\$5,000.00		\$5,000.00	100.0%	
30	2435-0250900	INTAKE, SW-509	5.0		EACH	\$ 9,375.00	\$ 46,875.00	5	\$46,875.00		\$46,875.00	100.0%	

Progress Estimate

Contractor's Application

For (contract):		SE 37th Street at HWY 141 Improvements					DOT Proj. No.: STBG-SWAP-3125(614)--SG-77				Application Number: 10		
Contractor:		Concrete Technologies, Inc					Engineer's Proj. No.: 1005-17A				Application Date: 9/24/2019		
A			B				C	D	E	F		G	
Item			Bid Quantity	CO-01	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description											
31	2435-0251224	INTAKE, SW-512, 24 IN.	1.0		EACH	\$ 2,875.00	\$ 2,875.00	1	\$2,875.00		\$2,875.00	100.0%	
32	2435-0600010	MANHOLE ADJUSTMENT, MINOR	6.0		EACH	\$ 1,250.00	\$ 7,500.00	4	\$5,000.00		\$5,000.00	66.7%	\$2,500.00
33	2502-8212204	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	2022.0		LF	\$ 18.75	\$ 37,912.50	1004	\$18,825.00		\$18,825.00	49.7%	\$19,087.50
34	2502-8212208	SUBDRAIN, PERFORATED PLASTIC PIPE, 8 IN. DIA.	315.0		LF	\$ 22.50	\$ 7,087.50						\$7,087.50
35	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	6.0		EACH	\$ 690.00	\$ 4,140.00						\$4,140.00
36	2502-8221303	SUBDRAIN OUTLET, DR-303	8.0		EACH	\$ 250.00	\$ 2,000.00	1	\$250.00		\$250.00	12.5%	\$1,750.00
37	2502-8225010	SUBDRAIN OUTLET, 500-10	2.0		EACH	\$ 470.00	\$ 940.00	2	\$940.00		\$940.00	100.0%	
38	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	2.0		LF	\$ 563.00	\$ 1,126.00	2	\$1,126.00		\$1,126.00	100.0%	
39	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	285.0		LF	\$ 100.00	\$ 28,500.00	179	\$17,900.00		\$17,900.00	62.8%	\$10,600.00
40	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	184.0		LF	\$ 106.50	\$ 19,596.00	192	\$20,448.00		\$20,448.00	104.3%	-\$852.00
41	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	242.0		LF	\$ 120.00	\$ 29,040.00	133	\$15,960.00		\$15,960.00	55.0%	\$13,080.00
42	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1074.0		LF	\$ 37.50	\$ 40,275.00	820	\$30,750.00		\$30,750.00	76.4%	\$9,525.00
43	2507-3250005	ENGINEERING FABRIC	112.0		SY	\$ 6.25	\$ 700.00						\$700.00
44	2507-8029000	EROSION STONE	22.0		TON	\$ 75.00	\$ 1,650.00						\$1,650.00
45	2510-6745850	REMOVAL OF PAVEMENT	13604.0		SY	\$ 11.75	\$ 159,847.00	8648.39	\$101,618.58		\$101,618.58	63.6%	\$58,228.42
46	2511-6745900	REMOVAL OF SIDEWALK	23.0		SY	\$ 10.00	\$ 230.00						\$230.00
47	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.	1384.0		SY	\$ 75.00	\$ 103,800.00						\$103,800.00
48	2518-6910000	SAFETY CLOSURE	31.0		EACH	\$ 125.00	\$ 3,875.00	16	\$2,000.00		\$2,000.00	51.6%	\$1,875.00
49	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	2.0		EACH	\$ 190.00	\$ 380.00	2	\$380.00		\$380.00	100.0%	
50	2525-0000100	TRAFFIC SIGNALIZATION	1.0		LS	\$ 392,000.00	\$ 392,000.00						\$392,000.00
51	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	177.2		STA	\$ 40.00	\$ 7,088.00						\$7,088.00
52	2527-9263118	PAINTED PAVEMENT MARKINGS, TEMPORARY	152.2		STA	\$ 165.00	\$ 25,113.00	111.19	\$18,346.35		\$18,346.35	73.1%	\$6,766.65
53	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	13.0		EACH	\$ 108.00	\$ 1,404.00						\$1,404.00
54	2527-9263180	PAVEMENT MARKINGS REMOVED	13.1		STA	\$ 69.00	\$ 903.90	25.82	\$1,781.58		\$1,781.58	197.1%	-\$877.68
55	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	127.4		STA	\$ 45.00	\$ 5,733.00						\$5,733.00
56	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	12.0		EACH	\$ 125.00	\$ 1,500.00						\$1,500.00
57	2528-8445110	TRAFFIC CONTROL	1.0		LS	\$ 200,000.00	\$ 200,000.00	0.5	\$100,000.00		\$100,000.00	50.0%	\$100,000.00
58	2528-8445113	FLAGGERS	10.0		EACH	\$ 480.00	\$ 4,800.00	45	\$21,600.00		\$21,600.00	450.0%	-\$16,800.00
59	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	15.0		CDAY	\$ 125.00	\$ 1,875.00	22	\$2,750.00		\$2,750.00	146.7%	-\$875.00
60	2533-4980005	MOBILIZATION	1.0		LS	\$ 473,000.00	\$ 473,000.00	1	\$473,000.00		\$473,000.00	100.0%	

Progress Estimate

Contractor's Application

For (contract):		SE 37th Street at HWY 141 Improvements					DOT Proj. No.: STBG-SWAP-3125(614)--SG-77					Application Number: 10	
Contractor:		Concrete Technologies, Inc.					Engineer's Proj. No.: 1005-17A					Application Date: 9/24/2019	
A			B				C	D	E	F		G	
Item			Bid Quantity	CO 01	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description											
61	2552-0000210	TRENCH FOUNDATION	100.0		TON	\$ 50.00	\$ 5,000.00						\$5,000.00
62	2552-0000220	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	200.0		CY	\$ 15.00	\$ 3,000.00						\$3,000.00
63	2552-0000300	TRENCH COMPACTION TESTING	1.0		LS	\$ 17,500.00	\$ 17,500.00						\$17,500.00
64	2554-0212020	VALVE BOX EXTENSION	12.0		EACH	\$ 250.00	\$ 3,000.00	5	\$1,250.00		\$1,250.00	41.7%	\$1,750.00
65	2599-9999005	HYDRANT RELOCATION	1.0		EACH	\$ 4,500.00	\$ 4,500.00						\$4,500.00
66	2599-9999005	PROTECT TREE	8.0		EACH	\$ 500.00	\$ 4,000.00						\$4,000.00
67	2599-9999009	SUBDRAIN, TRENCHED, 15 IN. DIA.	2626.0		LF	\$ 100.00	\$ 262,600.00	1709	\$170,900.00		\$170,900.00	65.1%	\$91,700.00
68	2599-9999009	SUBDRAIN, TRENCHED, 18 IN. DIA.	254.0		LF	\$ 145.00	\$ 36,830.00	254	\$36,830.00		\$36,830.00	100.0%	
69	2599-9999009	SUBDRAIN, TRENCHED, 24 IN. DIA.	41.0		LF	\$ 200.00	\$ 8,200.00	43	\$8,600.00		\$8,600.00	104.9%	-\$400.00
70	2601-2634150	MULCHING, WOOD CELLULOSE FIBER	2.7		ACRE	\$ 2,750.00	\$ 7,425.00						\$7,425.00
71	2601-2636044	SEEDING AND FERTILIZING (URBAN)	5.4		ACRE	\$ 1,190.00	\$ 6,426.00	0.39	\$464.10		\$464.10	7.2%	\$5,961.90
72	2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	34.0		SQ	\$ 25.00	\$ 850.00						\$850.00
73	2602-0000020	SILT FENCE	3180.0		LF	\$ 1.90	\$ 6,042.00	685	\$1,301.50		\$1,301.50	21.5%	\$4,740.50
74	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	3180.0		LF	\$ 0.25	\$ 795.00						\$795.00
75	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	3180.0		LF	\$ 0.25	\$ 795.00						\$795.00
76	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE	144.0		LF	\$ 95.00	\$ 13,680.00						\$13,680.00
77	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	1040.0		LF	\$ 3.25	\$ 3,380.00	1380	\$4,485.00		\$4,485.00	132.7%	-\$1,105.00
78	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	1040.0		LF	\$ 0.25	\$ 260.00						\$260.00
79	2602-0010010	MOBILIZATIONS, EROSION CONTROL	12.0		EACH	\$ 500.00	\$ 6,000.00	2	\$1,000.00		\$1,000.00	16.7%	\$5,000.00
80	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	4.0		EACH	\$ 1,000.00	\$ 4,000.00						\$4,000.00
8001	2435-0700010	CONNECTION TO EXISTING MANHOLE		1.0	EACH	\$ 800.00	\$ 800.00	1	\$800.00		\$800.00	100.0%	
		Totals					\$5,276,222.15		\$2,490,754.37		\$2,490,754.37	47.2%	\$2,785,467.79



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

August 31, 2019
Project No: 0000190904-000
Invoice No: 125369
Due Date: September 30, 2019

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1

Professional Services from July 28, 2019 to August 31, 2019

Phase H. Value Engineering/Design Thoroughness Review

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Value Engineering/Design Thoroughness Re	49,105.00	80.00	39,284.00	0.00	39,284.00
Total Fee	49,105.00		39,284.00	0.00	39,284.00
Total Fee					39,284.00
Total this Phase					\$39,284.00

Phase I. Advertising, Bidding, Contract Award

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Advertising, Bidding, Contract Award	24,490.00	0.00	0.00	0.00	0.00
Total Fee	24,490.00		0.00	0.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase J. Paper Copies of Final Project Documents

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Paper Copies of Final Project Documents	7,100.00	0.00	0.00	0.00	0.00
Total Fee	7,100.00		0.00	0.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase K. Construction Administration

Now accepting Credit Cards. Please email ccpayment@mecresults.com for a secure payment link. DO NOT EMAIL YOUR CREDIT CARD NUMBER. We impose a surcharge of 3.5% on all credit card transactions, which is not greater than our cost of acceptance.

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	125369
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	557,700.00	0.00	0.00	0.00	0.00
Total Fee	557,700.00		0.00	0.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase	L.	Construction Staking			
Total this Phase					0.00

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
Total this Phase					0.00
Total Due this Invoice					\$39,284.00

P.O. No. _____

25042

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier McClure Engineering Co
Name

1360 NW 121st St., Clive 50325
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
Reverse Osmosis Water Treatment Plant-Phase 1			<u>\$39,284</u>

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Development Services

LINE ITEM: 324-810-6490

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Alex Pfaltzgraff DATE: Sept 9, 2019
PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator _____

Date _____

Council Approval date: (if over \$5,000) _____

☐ Purchaser's Copy

☐ Vendor's Copy

☐ File Copy



September 18, 2019

City of Grimes
Attn: Mayor and City Council
101 NE Harvey Street
Grimes, IA 50111

RE: 2019 City of Grimes HMA Resurfacing Project
Project Completion AND Contractor Payment

Dear Mayor and City Council,

Grimes Asphalt and Paving Corporation (Contractor) has satisfactorily completed work in general compliance with the terms, conditions, and stipulations of said Contract for the 2019 City of Grimes HMA Resurfacing Project, dated May 28, 2019 and LEE Chamberlin Consultant Engineers recommends approval of the project by the City Council.

The Contractor has not received any partial payments. LEE Chamberlin Consultant Engineers recommends that the Contractor be paid the full amount (\$209,562.60) for the work that they have satisfactorily completed. We recommend no (0%) retainage as the Contractor used the City's tax-exempt status and have no need to file an itemized statement showing the amount of Iowa Sales Tax and Use Tax paid.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark L. Lee'.

Mark L. Lee, PE, PLS

LEE Chamberlin Consultant Engineers



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No.
For Meeting of 9/24/2019

AGENDA HEADING: HMA Resurfacing Project – Contractor Payment and Acceptance of Work

SYNOPSIS: The 2019 HMA Grimes resurfacing has been successfully completed per the plans and specification prepared by the consultant engineer. City Staff participated in project walk through and observed construction of the project. The approved contract was for 214, 521.00 and the project total came in 209,562.60. With completion of this overlay approximately 85% of the asphalt roads north of Hwy 44 have now been overlaid as part a pavement improvement plan. Public Works plans to now shift the focus to overlaying and improving pavement south of Hwy 44 as identified in our capital improvement plan.

FISCAL IMPACT: Budgeted expense being funded from GO Bonds

PREVIOUS COUNCIL ACTION(S): Approved plans and specifications

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends payment in the amount of 209,562.60 to Grimes Asphalt & Paving Corporation.

Weston Wunder
Public Works Director

PAY ESTIMATE

Owner: City of Grimes, Iowa
 Project: 2019 City of Grimes HMA Resurfacing Project
 Consultant: LEE Chamberlin Consultant Engineers, 10430 New York Avenue, Suite C, Urbandale, Iowa 50322
 Contractor: Grimes Asphalt & Paving Corp., PO Box 3374, 5550 NE 22nd Street, Des Moines, Iowa 50316

Project No.: 19010

DATE: 9/12/2019

				** CONTRACT **		Pay Est. No. 1	
No.	Item	UNITS	QTY.	BID UNIT PRICE	CONTRACT PRICE	QTY TO DATE	PAY AMT TO DATE
1.1	(1) GENERAL PROVISIONS	LS	1	\$ 3,500.00	\$3,500.00	1	\$3,500.00
	Mobilization	LS	1	\$ 3,500.00	\$3,500.00	1	\$3,500.00
2.1	(2) EARTHWORK	TON	50	\$ 108.00	\$5,300.00	63.6	\$6,741.60
	Class A Roadstone	TON	50	\$ 108.00	\$5,300.00	63.6	\$6,741.60
3.1	(3) STRUCTURES FOR SANITARY AND STORM	EACH	11	\$ 3,200.00	\$35,200.00	9	\$28,800.00
	Fixture Adjustment	EACH	11	\$ 3,200.00	\$35,200.00	9	\$28,800.00
4.1	(4) STREETS AND RELATED WORK	SY	5908	\$ 8.00	\$35,436.00	5908	\$35,436.00
	Milling	SY	5908	\$ 8.00	\$35,436.00	5908	\$35,436.00
4.2	HMA (1M ESAL) Intermediate, 1/2", Partial Depth Patch	TON	394	\$ 110.00	\$43,340.00	394	\$43,340.00
4.3	HMA (1M ESAL) Surface, 1/2", No Friction	TON	819	\$ 105.00	\$85,995.00	819	\$85,995.00
4.4	HMA Pavement Samples	LS	1	\$ 1,250.00	\$1,250.00	1	\$1,250.00
		LS	1	\$ 1,250.00	\$1,250.00	1	\$1,250.00
5.1	(5) TRAFFIC CONTROL	LS	1	\$ 4,500.00	\$4,500.00	1	\$4,500.00
	Traffic Control	LS	1	\$ 4,500.00	\$4,500.00	1	\$4,500.00
				SUBTOTAL		SUBTOTAL	
				\$195,021.00		\$195,021.00	
				ORIGINAL CONTRACT PRICE:		\$214,521.00	
				ORIGINAL Contract Work Completed to date:		\$209,562.60	

STORED MATERIALS		Invoice No.	Invoice Date	Invoice Amount
No.	Item			
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
11				\$0.00
12				\$0.00
Total Requested Reimbursement for Stored Materials to Date:				\$0.00

No.	APPROVED EXTRA WORK OR CHANGE ORDER	UNITS	QTY	UNIT PRICE	AMOUNT
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
Net Change in Contract Amount					\$0.00

ADJUSTED Contract Amount, ORIGINAL + Extra Work: \$214,521.00

No.	APPROVED EXTRA WORK COMPLETED TO DATE	UNITS	QTY	UNIT PRICE	AMOUNT
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
Total Approved EXTRA Work Completed to date:					\$0.00

Total Payment Requested THIS pay estimate Including Stored Materials and Extra Work: \$209,562.60

Previous Partial Payments:

Est. No.	1	\$0.00
Est. No.	2	\$0.00
Est. No.	3	\$0.00
Est. No.	4	\$0.00
Est. No.	5	\$0.00
Est. No.	6	\$0.00
Est. No.	7	\$0.00
Est. No.	8	\$0.00
Est. No.	9	\$0.00
Est. No.	10	\$0.00
Total sum of previous payments:		\$0.00

Total Due Contractor to Date: \$209,562.60
 LESS 0% Retainage: \$0.00
 LESS Total Previous Partial Payments: \$0.00

TOTAL DUE CONTRACTOR THIS ESTIMATE: \$209,562.60

The quantities for this partial pay are from the Engineers estimate for work completed as of September 12, 2019

The Engineer recommends a payment be made to the Contractor in the amount of \$209,562.60

for work done to date conforming to the contract specifications.

Name Mark L. Lee
 Title Engineer
 Date 9-13-19

Consultant -- LEE Chamberlin Consultant Engineers

Name _____
 Title _____
 Date _____

Owner -- City of Grimes, Iowa

Name Thomas V. Pike
 Title Project Manager
 Date 09/13/2019

Contractor -- Grimes Asphalt & Paving Corporation



*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No.
For Meeting of 09/24/2019

AGENDA HEADING: Lee Chamberlin Consultant Engineers Progress Payments

SYNOPSIS: Staff

1. **2019 Grimes Resurfacing Project** – Project has been reached final completion stage and is recommended to be formally accepted. – **Invoice Total 3040.00**
2. **2019 GIS Project** – All signs have been added to GIS layer with attribute data and uploaded into mobile 311 for PW field crews to track all data moving forward. – **1985.00**
3. **SW County Line Rd and SW 19th Street HMA** – Progress payment on project, award of contract, utility coordination meeting and locate high pressure gas main. Contractor started project this week and is making steady progress consultant engineer is monitoring construction daily. – **Invoice Total – 29,723.50**
4. **Intersection Improvements North Main/Beaverbrooke** – Engineer has reviewed completed project with staff and project is 100% completed. Final invoice for Engineering/Construction Observation 2076.00, total contract came in 576.50 under approved contract for all services. - **Invoice Total 2076.00**
5. **Drainage Improvements Trail ridge & Little Beaver** – Completion of survey and drainage study and analysis of data to size culvert for watershed to reduce flooding. – **Invoice Total 8230.00**
Total Pay Request – 45054.50

FISCAL IMPACT: All projects are included on current CIP with funding coming from GO Bonds/Rut Funding/Storm Water Utility.

PREVIOUS COUNCIL ACTION(S): All projects have been approved by council
BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends payment of **45,054.50** to Lee Chamberlin Consultant Engineers. Staff has reviewed all invoices in detail and all invoices are coming in at or below estimated cost for engineering and construction observation.

Weston Wunder
Public Works Director

LEE CHAMBERLIN CONSULTANT ENGINEERS
3117 115th Street
Van Meter, IOWA 50261

INVOICE

INVOICE #19010.04
DATE:08/31/19

PROJECT: 2019 CITY OF GRIMES HMA
RESURFACING PROJECT

BILL TO:
Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: FINAL CONSTRUCTION
INSPECTION, FINAL PUNCH LIST AND
QUANTITY REVIEW.

ENGINEERING SERVICES 08/03/19 thru 08/31/19

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	12	\$145.00	\$1,740.00
Civil Engineer I	13	\$100.00	\$1,300.00
Senior Technician	0	\$95.00	\$0.00
2 man Survey	0	\$150.00	\$0.00
Technician II	0	\$95.00	\$0.00
GPS	0	\$200.00	\$0.00
Subtotal			\$3,040.00
Publication	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0	\$4.50	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	0	\$0.50	\$0.00
Subtotal			\$0.00

Balance Due: **\$3,040.00**

PROJECT FEE SUMMARY

19010 01	\$15,195.00
19010 02	\$1,150.50
19010 03	\$6,651.00
19010 04	\$3,040.00

TOTAL	\$26,036.50
CONTRACT	\$30,000.00
REMAINDER	\$3,963.50

PROJECT ITEMS COMPLETED

PREPARE PLANS, SPECS AND FORM OF
CONTRACT
DELIVER PLANS AND SPECS AND FORM OF
CONTRACT TO CITY HALL AND ACONTRACTORS
LETTING
PUBLIC HEARING
AWARD CONTRACT

PROJECT ITEMS IN PROCESS

CONSTRUCTION

PROJECT ITEMS REMAINING

FINAL PROJECT

LEE CHAMBERLIN CONSULTANT ENGINEERS
3117 115th Street
Van Meter, IOWA 50261

INVOICE

INVOICE #18033.09

DATE:08/31/19

PROJECT: CITY OF GRIMES - GIS
PROGRAM

BILL TO:

Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: Finish upload of sign inventory to
mobile 311, added value to City in house GIS
system

ENGINEERING SERVICES 08/03/19 thru 08/31/19

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	1	\$145.00	\$145.00
Civil Engineer I	0	\$100.00	\$0.00
Senior Technician	16	\$115.00	\$1,840.00
2 man Survey	0	\$150.00	\$0.00
Technician II	0	\$65.00	\$0.00
GPS	0	\$200.00	\$0.00
Subtotal			\$1,985.00
Publication	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0	\$4.50	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	0	\$0.50	\$0.00
Subtotal			\$0.00

Balance Due:

\$1,985.00

PROJECT FEE SUMMARY

18033 01	\$1,412.50
18033 02	\$6,405.50
18033 03	\$4,966.00
18033 04	\$6,822.00
18033 05	\$6,619.50
18033 06	\$14,926.00
18033 07	\$8,831.00
18033 08	\$2,891.50
18033 09	\$1,985.00

TOTAL	\$54,859.00
CONTRACT	\$70,000.00
REMAINING	\$15,141.00
% CONTRACT	78%

PROJECT ITEMS COMPLETED

KICK OFF MEETING
PARK INVENTORY MEETING
ASSETT ID AND ATTRIBUTE ASSESSMENT
MOWING AREAS
SNOW ROUTE MAPS
PARK INVENTORY
DETENTION AREAS
PUBLIC ALLEYS
SANDING PRIORITY
TRAIL SNOW REMOVAL
SIGNS

PROJECT ITEMS IN PROCESS

YEARLY SCHEDULE AND FOCUS MEETING

BENCH MARK AND DATUM RESOLUTION
PED CROSSINGS
LIGHTING

PROJECT ITEMS REMAINING

UTILITIES

LEE CHAMBERLIN CONSULTANT ENGINEERS
3117 115th Street
Van Meter, IOWA 50261

INVOICE

INVOICE #19015.03
DATE:08/31/19

PROJECT: 2019 CITY OF GRIMES
SW COUNTY LINE AND SW 19TH ST
PAVEMENT IMPROVEMENTS

BILL TO:
Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: REVIEW BIDS, AWARD
CONTRACT, PREPARE CONTRACT, UTILITY
COORDINATION MEETING AND LOCATE HIGH
PRESSURE GAS MAIN.

ENGINEERING SERVICES 08/03/19 thru 08/31/19

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	62	\$145.00	\$8,990.00
Civil Engineer I	3	\$110.00	\$330.00
Senior Technician	23	\$115.00	\$2,645.00
Robotic	0	\$200.00	\$0.00
Technician II	13	\$95.00	\$1,235.00
GPS	78	\$210.00	\$16,380.00
Subtotal			\$29,580.00

Publication	32.00	\$1.00	\$32.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0	\$4.50	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	223	\$0.50	\$111.50
Subtotal			\$143.50

Balance Due: **\$29,723.50**

PROJECT FEE SUMMARY

19014 01	\$71,331.00
19014 02	\$80,068.50
19014 03	\$29,723.50

	TOTAL	\$181,123.00
SURVEY AND DESIGN AND BIDDING	CONTRACT	\$200,000.00
	REMAINDER	\$18,877.00
	% COMPLETE	91%

PROJECT ITEMS COMPLETED

PREPARE PLANS, SPECS AND FORM OF
CONTRACT
DELIVER PLANS AND SPECS AND FORM OF
CONTRACT TO CITY HALL AND CONTRACTORS
UTILITY COORD MTG
LETTING
REVIEW OF BIDS AND BIDDERS
STORM WATER DISCHARGE
PUBLIC HEARING
AWARD CONTRACT

PROJECT ITEMS IN PROCESS

PROJECT ITEMS REMAINING

CONSTRUCTION

FINAL PROJECT

LEE CHAMBERLIN CONSULTANT ENGINEERS
3117 115th Street
Van Meter, IOWA 50261

INVOICE

INVOICE #19014.03
DATE:08/31/19

PROJECT: 2019 CITY OF GRIMES
NORTH MAIN ST AND
BEAVERBROOKE BLVD PED
CROSSING

BILL TO:
Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: CONSTRUCTION STAKING AND
PROJECT REVIEW.

ENGINEERING SERVICES 08/03/19 thru 08/31/19

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	6	\$145.00	\$870.00
Civil Engineer I	2	\$100.00	\$200.00
Senior Technician	2	\$95.00	\$190.00
2 man Survey	0	\$150.00	\$0.00
Technician II	0	\$95.00	\$0.00
Robotic	4	\$200.00	\$800.00
Subtotal			\$2,060.00

Publication	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0	\$4.50	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	32	\$0.50	\$16.00
Subtotal			\$16.00

Balance Due: **\$2,076.00**

PROJECT FEE SUMMARY

19014 01	\$6,234.50
19014 02	\$3,122.00
19014 03	\$2,076.00

TOTAL	\$11,432.50
CONTRACT	\$12,000.00
REMAINDER	\$567.50

PROJECT ITEMS COMPLETED

PREPARE PLANS AND SPECS
CONSTRUCTION

PROJECT ITEMS IN PROCESS

PROJECT ITEMS REMAINING

FINAL PROJECT

LEE CHAMBERLIN CONSULTANT ENGINEERS
3117 115th Street
Van Meter, IOWA 50261

INVOICE

INVOICE #19012.02

DATE:08/31/19

PROJECT: 2020 CITY OF GRIMES
DRAINAGE IMPROVEMENTS-
TRAILRIDGE AND LITTLE BEAVER

BILL TO:

Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: PRELIMINARY SURVEY AND
PREPARATION OF DRAINAGE STUDY.

ENGINEERING SERVICES 08/03/19 thru 08/31/19

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	12	\$145.00	\$1,740.00
Civil Engineer I	59	\$110.00	\$6,490.00
Senior Technician	0	\$115.00	\$0.00
Robotic	0	\$200.00	\$0.00
Technician II	0	\$95.00	\$0.00
GPS	0	\$210.00	\$0.00
Subtotal			\$8,230.00
Publication	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0	\$4.50	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	0	\$0.50	\$0.00
Subtotal			\$0.00

Balance Due: **\$8,230.00**

PROJECT FEE SUMMARY

19014 01	\$15,965.00
19014 01	\$8,230.00

TOTAL	\$24,195.00
CONTRACT	\$195,000.00
REMAINDER	\$170,805.00
% COMPLETE	12%

PROJECT ITEMS COMPLETED

PROJECT ITEMS IN PROCESS

PREPARE STUDY
PRELIMINARY SURVEY

PROJECT ITEMS REMAINING

ROW ACQUISITION
FINAL STUDY
CONSTRUCTION PLANS AND SPECS

CONSTRUCTION

FINAL PROJECT

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(PMR Realty, LLC)

419952-72

Grimes, Iowa

September 24, 2019

A meeting of the City Council of the City of Grimes, Iowa, was held at _____ o'clock
__m., on September 24, 2019, at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa,
pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as
follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter
set out and moved its adoption, seconded by Council Member _____; and
after due consideration thereof by the City Council, the Mayor put the question upon the
adoption of said resolution, and the roll being called, the following named Council Members
voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 09-1319

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with PMR Realty, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Grimes, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Grimes Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City now proposes to enter into a certain development agreement (the "Development Agreement") with PMR Realty, LLC (the "Developer") in connection with the construction by the Developer of a new commercial/industrial building referred to as the Prairie Business Park Warehouse 4 in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in connection with the Project in the form of annual appropriation incremental property tax payments in an amount not to exceed \$1,800,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Grimes, Iowa, as follows:

Section 1. This City Council shall meet on October 8, 2019, at 5:30 o'clock p.m., at the Grimes City Hall, 101 NE Harvey Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH PMR REALTY, LLC AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Grimes, Iowa, will meet at the Grimes City Hall, 101 NE Harvey Street, on October 8, 2019, at 5:30 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and PMR Realty, LLC (the "Developer"), in connection with the construction by the Developer of a new commercial/industrial building referred to as the Prairie Business Park Warehouse 4 in the Grimes Urban Renewal Area, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Developer in a total amount not exceeding \$1,800,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Developer will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Grimes Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Grimes, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Rochelle Williams
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 24, 2019.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

* * * *

On motion and vote the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk Rochelle Williams

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



Form 517007 (5-2019)
Office of Local Systems
Ames, IA 50010

City Name
GRIMES
City Number
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City Street Financial Report

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Cover Sheet

Now therefore let it be resolved that the city council GRIMES, Iowa
(City Name)

On 09/24/2019 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2018 to June 30, 2019
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Marcia Woodke	mwoodke@grimesiowa.gov	101 NE Harvey St	Grimes	50111
Hours	Phone	Extension	Phone(Alternative)	
7:30-4:00	515-986-3036		515-577-7252	

Preparer Information

Name	E-mail Address	Phone	Extension
Marcia Woodke	mwoodke@grimesiowa.gov	515-986-3036	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Scott Mikkelsen	smikkelsen@grimesiowa.gov	101 NE Harvey St	Grimes	50111
Phone	Extension			
515-986-3036				

Resolution Number 09-1119

Scott Mikkelsen

Signature Mayor

Rochelle Williams

Signature City Clerk



Form 517007 (5-2019)
Office of Local Systems
Ames, IA 50010

City Name
GRIMES
Fifty Structures
11/20

City Street Financial Report

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Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
1. July 1 Balance	\$1,419,425	\$5,290	\$5,939,562	\$7,364,277
2. Adjustments (Note on Explanation Sheet)	\$0	\$5,939,562	-\$5,939,562	\$0
3. Adjusted Balance	\$1,419,425	\$5,944,852	\$0	\$7,364,277
B. REVENUES				
1. Road Use Tax	\$1,475,688			\$1,475,688
2. Property Taxes		\$845,240	\$2,672,455	\$3,517,695
3. Special Assessments		\$1,075,490	\$0	\$1,075,490
4. Miscellaneous		\$665,645	\$0	\$665,645
5. Proceeds from Bonds, Notes, and Loans		\$4,180,500	\$0	\$4,180,500
6. Interest Earned		\$38,594	\$0	\$38,594
7. Total Revenues (Lines B1 thru B6)	\$1,475,688	\$6,805,469	\$2,672,455	\$10,953,612
C. Total Funds Available (Line A3 + Line B7)				
	\$2,895,113	\$12,750,321	\$2,672,455	\$18,317,889

Column 1 Column 2 Column 3 Column 4
Road use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$1,175,297	\$639,835	\$0	\$1,815,132
2. Snow and Ice Removal	\$26,525	\$0	\$0	\$26,525
E. Construction, Reconstruction and Improvements				
1. Engineering	\$65,485	\$1,172,259	\$0	\$1,237,744
2. Right of Way Purchased	\$0	\$249,794	\$0	\$249,794
3. Street/Bridge Construction	\$0	\$3,827,662	\$0	\$3,827,662
4. Traffic Services	\$32,653	\$249,011	\$0	\$281,664
F. Administration	\$55,226	\$0	\$0	\$55,226
G. Equipment	\$27,126	\$43,015	\$0	\$70,141
H. Miscellaneous				
		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans - Principal Paid	\$0	\$0	\$2,065,500	\$2,065,500
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$606,955	\$606,955
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,382,312	\$6,181,576	\$2,672,455	\$10,236,343
L. Ending Balance (Line C-K)	\$1,512,801	\$6,568,745	\$0	\$8,081,546
M. Total Funds Accounted For (K + L = C)	\$2,895,113	\$12,750,321	\$2,672,455	\$18,317,889



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Office of Local Systems
Ames, IA 50010

City Name
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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
118---School Districts	\$2,000.00	\$0.00
190---Other Miscellaneous	\$12,543.00	\$0.00
173---Reimbursement For Damages	\$19,795.00	\$0.00
171---Sales of New Material (Rock, Culverts, etc.)	\$2,350.00	\$0.00
181---Junk and Old	\$1,037.00	\$0.00
124---Iowa DOT	\$501,605.00	\$0.00
170---Reimbursements (misc.)	\$126,315.00	\$0.00
Line B4 Totals	\$665,645.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Street Improvements	103	08/01/2007	\$4,485,937	100	2022	\$1,855,000	\$486,000	\$100,060	\$486,000	\$100,060	\$1,169,000
☐	General Obligation	Street Improvements	105	12/03/2012	\$5,514,000	100	2032	\$4,310,200	\$290,000	\$99,731	\$290,000	\$99,731	\$4,020,200
☐	General Obligation	Street Improvements	106	06/25/2015	\$6,582,736	100	2035	\$5,857,800	\$269,500	\$175,156	\$269,500	\$175,156	\$5,588,300
☐	General Obligation	Street Improvements	107	05/03/2017	\$5,410,000	100	2024	\$4,725,000	\$740,000	\$127,063	\$740,000	\$127,063	\$3,985,000
☐	General Obligation	Street Improvements	108	06/27/2018	\$7,884,000	100	2033	\$7,884,000	\$200,000	\$101,650	\$200,000	\$101,650	\$7,684,000
☒	General Obligation	Street Improvements	109	06/26/2019	\$4,645,000	90	2033	\$4,645,000	\$0	\$0	\$0	\$0	\$4,645,000
☐	General Obligation	Equipment	403	07/01/2015	\$400,000	100	2019	\$80,000	\$80,000	\$3,295	\$80,000	\$3,295	\$0
New Bond Totals					\$4,045,000	\$4,180,500	Totals	\$29,167,000	\$2,065,500	\$606,955	\$2,065,500	\$606,955	\$27,091,500



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City Name
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City Engineer

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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#) ☐

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
18014	\$214,390	SURF	Yes	2018 HMA resurfacing project- NE 5th-Main to Harvey, NE 3rd-Main to Harvey, NE 4th-West of Main, NE 3rd-Ewing to Main, & NE 7th-Main to Harvey
1005-15D	\$1,538,158	RDWY	Yes	NE Main st improvements, including storm sewers, intakes, sidewalks and street
1005-14A.440	\$610,000	SURF	Yes	SE 1st & SE19th Paving & Trail connections-widening of sections of E 1st & SE 19th, culverts, storm sewers, & 10' trail along three streets

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
18014	Grimes Asphalt & Paving Corp	\$218,620	-\$12,423	\$0	\$0	\$0	\$0	\$206,197
1005-15D	Shekar Engineering	\$1,521,706	-\$22,042	\$0	\$0	\$0	\$0	\$1,499,664
1005-14A.440	Rochon Corporation of Iowa	\$528,472	\$19,815	\$0	\$0	\$0	\$0	\$548,287



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City Name
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City Manager
City Clerk

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
City Hall/Building Dept	2014	Toyota Prius	\$23,000	\$0		\$0		No	NOCH
Street Dept	2015	Dump Truck International 7300 #35	\$151,000	\$0		\$0		No	NOCH
Parks Dept	2015	John Deere Z Track Mower	\$8,713	\$0		\$0		No	NOCH
Park Dept	2015	John Deere 1585 front mount	\$36,540	\$0		\$0		No	NOCH
Street Dept	2014	Ford F550 Sign truck crane with Air N Arc	\$74,599	\$0		\$0		No	NOCH
Street Dept	2015	EX Liner AL120 Polarized Striper	\$5,600	\$0		\$0		No	NOCH
Street Dept	2015	Crafco SS125D Sure Shot Crack Sealer	\$38,900	\$0		\$0		No	NOCH
Street Dept	2014	Falcon Hotbox	\$34,861	\$0		\$0		No	NOCH
Street Dept	2006	Ford Boom Truck	\$50,000	\$0		\$0		No	NOCH
Street Dept	2011	924H Wheel Loader	\$178,000	\$0		\$0		No	NOCH
Parks Dept	2011	Brillion Till & Seed	\$12,000	\$0		\$0		No	NOCH
Street Dept	2011	Elgin Whirlwind Street Sweeper	\$240,000	\$0		\$0		No	NOCH
Street Dept	2008	Roller DynaPoe CC 1000	\$28,000	\$0		\$0		No	NOCH
City Hall	2008	Ford F150	\$19,000	\$0		\$0		No	NOCH
Building Dept	2008	Ford F150	\$19,000	\$0		\$0		No	NOCH
Street Dept	2007	Dump Truck International Workforce DT #33	\$75,000	\$0		\$0		No	NOCH
Park Dept	2004	Ford 3/4 ton 4X4 V10	\$28,000	\$0		\$0		No	NOCH
Water Dept	1994	John Deere Tractor 5200	\$23,400	\$0		\$0		No	NOCH
Street Dept	1984	John Deere Grader	\$208,000	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
Street Dept	1994	Catepillar 914G Wheel Loader	\$94,000	\$0		\$0		No	NOCH
Street Dept	2006	Ford 3/4 ton 4X4 2006 Diesel	\$24,339	\$0		\$0		No	NOCH
Street Dept	2006	Ford 3/4 ton 4x4 Diesel	\$24,339	\$0		\$0		No	NOCH
Street Dept	2002	Dump Truck International 7300 #34	\$75,000	\$0		\$0		No	NOCH
Street Dept	1999	Dump Truck International 4700 #32	\$60,000	\$0		\$0		No	NOCH
Park & Rec Dept	2008	Chevy Mini Van	\$12,182	\$0		\$0		No	NOCH
Parks Dept	2009	John Deere 5093E	\$35,000	\$0		\$0		No	NOCH
Street Dept	2011	Dump Truck International 7300 #39	\$125,000	\$0		\$0		No	NOCH
Street Dept	2014	Dump Truck International 7300 #36	\$142,525	\$0		\$0		No	NOCH
Street Dept	2013	Ford F-250 3/4 ton 4X4	\$30,230	\$0		\$0		No	NOCH
Street Dept	2013	Ford F-250 3/4 ton 4X4	\$30,230	\$0		\$0		No	NOCH
Park Dept	2014	Ford F150 4x2	\$23,000	\$0		\$0		No	NOCH
City Hall	2011	Ford Expedition	\$27,000	\$0		\$0		No	NOCH
Street & Park Depts	2014	Bobcat UTV	\$13,000	\$0		\$0		No	NOCH
Street Dept	2016	Terex PB16 powerbuggy	\$7,800	\$0		\$0		No	NOCH
Street Dept	2016	International Dump Truck & Hook	\$219,084	\$0		\$0		No	NOCH
Street Dept	2016	Billy Goat Leaf blower and vacuum	\$7,210	\$0		\$0		No	NOCH
Street Dept	1998	F150 4X4	\$3,000	\$0		\$0		No	NOCH
Street Dept	2016	John Deere 5115M Side Flail	\$72,378	\$0		\$0		No	NOCH
Park Dept	2012	John Deere 4720	\$28,191	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
Water Dept	2015	John Deere 2950M zero turn mower	\$8,713	\$0		\$0		No	NOCH
Street Dept	2016	Ford F550	\$75,156	\$0		\$0		No	NOCH
Street Dept	2014	EZ Stripe skidmount painter	\$51,000	\$0		\$0		No	NOCH
PW	2018	Stihl Cutquik	\$1,500	\$0		\$0		No	NOCH
Public Works	2013	Ford F250	\$18,500	\$0		\$0		No	NOCH
PARKS	2018	John Deere Z950R Mid-Z mower	\$10,906	\$0		\$0		No	NOCH
PARKS	2018	John Deere 1200A Bunker Rake	\$12,610	\$0		\$0		No	NOCH
PUBLIC WORKS	2018	John Deere 317G Compact Track Loader	\$44,962	\$0		\$0		No	NOCH
STREETS/PARKS	2013	Polaris Brutus 900DH HD	\$15,500	\$0		\$0		No	NOCH
PARKS/PUBLIC WORKS	2018	John Deere 648R Quiktrak mower	\$7,352	\$0		\$0		No	NOCH
PARKS/PUBLIC WORKS	2018	John Deere Z950M MidZ mower 60	\$9,627	\$0		\$0		No	NOCH
PUBLIC WORKS	2017	Dodge Ram 4x4 Crew cab truck	\$26,906	\$0		\$0		No	NOCH
Public Works	2015	Ford F250 4X4	\$24,950	\$0		\$0		No	NEW
Public Works/Parks	2018	John Deere 60 Heavy Duty rotary blade	\$3,800	\$0		\$0		No	NEW
Public Works	2018	Bobcat Soil conditioner, 84" Hydraulic angle & depth	\$7,288	\$0		\$0		No	NEW
Public Works	2018	Grimco sign printer	\$34,103	\$0		\$0		No	NEW

City Street Financial Report

City Name
GRIMES
City Manager
City Clerk

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Explanation Sheet

Comments

The ending balance for last year in the debt service fund should not have been \$5,939,562. These funds should have been in column 2- other monies. The adjustment shows moving the beginning balance to the correct column.



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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$108,938.67
August	\$172,718.16
September	\$165,726.45
October	\$102,389.55
November	\$128,070.38
December	\$129,662.33
January	\$124,632.94
February	\$123,511.02
March	\$100,600.20
April	\$62,168.98
May	\$137,712.54
June	\$119,557.27
Totals	\$1,475,688.49

Resolution #09-1419 "A Resolution Approving Personnel Transactions"

WHEREAS, the City Administrator recommends the following additions and/or amendments to the payroll.

NOW THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa that:

Section 1. Pursuant to the collective bargaining agreement in place for the American Federation of State, County and Municipal Employees, Public Works employee Stacey Fulton is entitled to a pay increase to the amount of \$26.07/hour.

Section 2. Pursuant to the pay range and job description proposed by the Human Resources Director and adopted by the City Council, Douglas Kamm was hired as a Building Inspector at an hourly rate of \$25.96.

Section 3. Pursuant to the collective bargaining agreement in place for the International Association of Firefighters, Johnston-Grimes Metropolitan Fire Department employee Sydney Tobis is entitled to an adjustment to \$17.819 per hour for her completion of paramedic certification.

PASSED AND APPROVED this 24th day of September, 2019.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title	Location
Assistant Planner	Development Services Department, Grimes Community Complex

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 80, Administration	To: Click here to enter text.
Reports to:	Development Services Director	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay:

C. Job Description Summary

Under the general direction of the Development Services Director, the Assistant Planner plans and assists the Development Services Director in managing and overseeing the functions of city planning, development review, and zoning administration.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.

Perform development and plan review for all phases of private and public construction and improvement work to assure construction is completed in compliance with City of Grimes planning strategies, standards and specifications; zoning classifications; permitting; and all related codes and regulations.

Review permits related to zoning, zoning compliance, signs, grading, accessory structures and buildings, temporary site plans, and other permitted zoning activities.

Compile information and complete required reports for presentation at public meetings.

Demonstrated communication and presentation skills to represent the City professionally and effectively to local and regional stakeholders.

Participate in and contribute to short and long-range maintenance and capital improvement programs that facilitate the orderly, efficient, and intentional development of City infrastructure and honor the City's vision and environmental commitments.

Participate in and contribute to preparing, planning, reviewing, and updating the city's comprehensive development plan; zoning, subdivision, and land use ordinances; and zoning map.

Demonstrated communication and presentation skills to represent the City professionally and effectively to local and regional stakeholders.

Provide input and guidance for all facets of City compliance programs for stormwater, zoning, and building, including planning, monitoring, reviewing, and enforcing consistent with the City's mission

Perform related work as required and assigned.

E. Periodic Job Duties/Responsibilities

Attend and participate in community, regional, and governmental meetings and functions as may be identified in furthering the City's infrastructure and service objectives.

F. Qualifications

Education/Experience:	Bachelor's degree in architecture, landscape architecture, urban planning, urban design, public administration, or similar field and related experience. One year of experience and responsibilities in city planning, development, or related roles preferred, but new graduates will also be considered. Equivalent combinations of education and experience will also be considered.
Skills:	Experience and/or aptitude for interpreting and applying laws, statutes and/or ordinances governing planning, zoning, building and economic development. Experience and/or aptitude with applying the principles, practices and techniques of planning and development, zoning, urban design, and sustainability. Experience and/or aptitude in interpreting legal descriptions of land, preparing / presenting written and oral reports/documents, strong time and multi-project management skills in a collaborative work environment with others, and strong communication skills.
Knowledge	Basic to intermediate understanding of the principles, practices and techniques of planning and development, zoning, urban design, sustainability, enforcement, and stormwater compliance.
Licenses/Certifications:	American Institute of Certified Planners (AICP) preferred.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic off-site visits. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and related equipment
Safety Hazards: (Refer to Glossary of Terms)	N/A

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☒ Credit History	Click here to enter text.	Click here to enter text.
☒ Education/License Credentials	Click here to enter text.	Click here to enter text.

☒ Criminal Records	Click here to enter text.	Click here to enter text.
☒ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:
Employee Signature	Date:



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of September 24, 2019

AGENDA HEADING: Reverse Osmosis Water Treatment Plant – Phase 1 – Setting the dates for the bid letting and public hearing.

SYNOPSIS: The action that is in front of the council is to set the bid letting date and public hearing dates for the Reverse Osmosis Water Treatment Plant – Phase 1 project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on September 24th, 2019, hold the bid opening on October 30th, 2019 @ 11:00 AM, hold the public hearing on November 12th, 2019 @ 5:30 PM and award the project following the public hearing.

This project includes the construction of a new 3.0 MGD (Million Gallons per Day) reverse osmosis water treatment plant. The anticipated Notice to Proceed is December 10th, 2019 with substantial completion provision milestones between June 1st, 2021 to July 15th, 2021 and final completion by September 30th, 2021. We are including a \$1,500 per calendar day substantial completion incentive to the contractor for every calendar day they complete those milestones prior to July 15th, 2021 with a maximum earned incentive of \$120,000.

FISCAL IMPACT: This project is estimated to be approximately \$18,000,000.00 for construction. This project is being funded through Iowa's Drinking Water State Revolving Loan Fund with payback by the City of Grimes through water usage rates and revenues.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of October 30th, 2019 @ 11:00 AM and public hearing date of November 12th, 2019 @ 5:30 PM.



*101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of 09/24/19

AGENDA HEADING: Pedestrian way Easement

SYNOPSIS: At 1889 SE Miehle Dr they ran into buried fiber boxes during construction so they will need to bend around the existing utilities thus an easement is required for the new sidewalk area, see attached diagram. Below is the easement summary.

Lot 16, Princeton Subdivision Plat 1 – The City, its permittees and licensees, the residents of the City and the general public shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as described in the document.

FISCAL IMPACT: N/A

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Scott Clyce

PEDESTRIANWAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That 19Miehe, L.L.C., an Iowa limited liability company (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a concrete sidewalk, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City (such consent shall not be unreasonably withheld, conditioned or delayed), nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City (such consent shall not be unreasonably withheld, conditioned or delayed).
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City, whose consent shall not be unreasonably withheld, conditioned or delayed.
3. **RIGHT OF ACCESS.** The City, its permittees and licensees, the residents of the City and the general public shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and

enjoyment of the Easement Area as herein described. The City shall have the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **MAINTENANCE AND LIABILITY.** The City shall restore the Easement Area after exercising its rights hereunder in a good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or alteration, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The owner or occupant of the Easement Area agrees to maintain the public sidewalk within the Easement Area in accordance with the responsibilities of an abutting property owner as provided in Iowa law and in the Grimes Code of Ordinances. The City shall not be responsible for any maintenance of the land located within the Easement Area or any other improvements located on the property. The City may, however, perform such maintenance within the Easement Area should it determine in its sole discretion such maintenance is needed. The City of Grimes, Iowa, further agrees to indemnify and hold harmless Grantor from any and all liability arising from the creation, use and maintenance of said public pedestrianway.
5. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its permittees and licensees, the owners of the property abutting said Easement Area, and the owners of property lying within the City.
6. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
7. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 18 day of September, 2019.

GRANTOR
19Miehe, L.L.C.

By: Wayne Fowler
Wayne Fowler, Manager

STATE OF IOWA)
) ss
COUNTY OF Polk)

This record was acknowledged before me on 18th Day of September, 2019, by Wayne Fowler, as Manager of 19Miehe, L.L.C.



Mark J. Rheinschmidt
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2019.

City Clerk of Grimes, Iowa

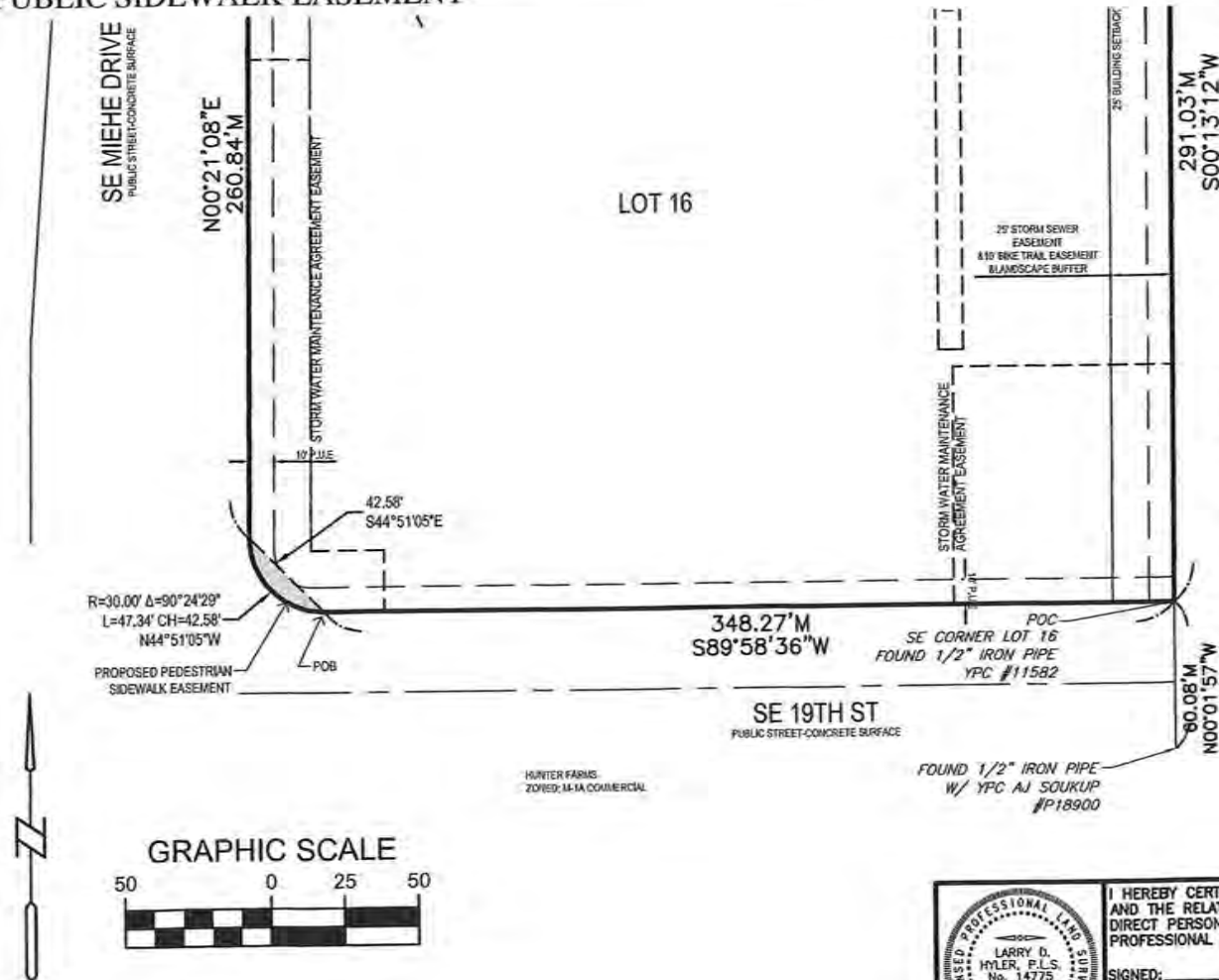
EXHIBIT A
PEDESTRIANWAY EASEMENT LEGAL DESCRIPTION

ALL THAT PART OF LOT 16, PRINCETON SUBDIVISION PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89°58'36" WEST ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 348.27 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 16 AND ALONG A 30.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A DISTANCE OF 47.34 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 44°51'05" WEST AND A CHORD LENGTH OF 42.58 FEET; THENCE SOUTH 44°51'05" EAST, A DISTANCE OF 42.58 FEET TO THE POINT OF BEGINNING.

EASEMENT EXHIBIT

PUBLIC SIDEWALK EASEMENT



EASEMENT DESCRIPTION:

All that part of Lot 16, Princeton Subdivision Plat 1, an Official Plat, Now Included in and forming a part of the City of Grimes, Polk County, Iowa being more particularly described as follows:

Commencing at the Southeast corner of said Lot 16; thence South 89°58'36\"

OWNER:

WAYNE FOWLER
5512 BOULDER DRIVE
WEST DES MOINES, IOWA 50266
515-491-0521

ADDRESS:

1889 SE MIEHE DRIVE
GRIMES, IA 50111

LEGEND:

- PROPERTY CORNER
- ⊙ SECTION CORNER
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- D DEEDED DISTANCE
- PRA PREVIOUSLY RECORDED AS
- ROW RIGHT OF WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: LARRY D. HYLER, P.L.S. 14775 DATE: _____
LICENSE RENEWAL DATE: DEC. 31, 2020 SHEET 1 OF 1
PAGES OR SHEETS COVERED BY THIS SEAL: _____

Bishop Engineering
"Planning Your Successful Development"

3501 104th Street
Des Moines, Iowa 50322-3825
Phone (515)276-0467 Fax (515)276-0217
Civil Engineering & Land Surveying Established 1959

PRINCETON SUBDIVISION
GRIMES, IA

EASEMENT EXHIBIT

REFERENCE NUMBER:

DRAWN BY:
DS

PROJECT NUMBER:
180142



101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of September 24, 2019

AGENDA HEADING: Special Event Wage Change for Part-time Employees Only

SYNOPSIS: Johnston has reworked their Special Event Policy to change employee pay for special events. In the past, special events were staffed and personnel paid in various ways. This covers events that public safety leadership, including the Police and Fire Chief, determine should be staffed by police and fire personnel. Many times, personnel were paid directly by event sponsors. The problem with this approach was questions about whether member activities were covered by either liability or work-comp insurance, in most instances, they were using City equipment that was not covered by the event organizer's insurance.

To ensure work-comp and liability insurance coverage, all payments for personnel will be through the payroll process. Historic pay rates for special events were \$45 per hour, regardless of full or part-time status. New pay rates shall be full-time employees' overtime rate, and Johnston will charge vendors a flat \$60 per hour fee to cover all the City's costs. Because part-time personnel don't work enough hours for overtime, their rate will be \$32 per hour. The increased rate is an incentive for part-time employee participation. Grimes Employees who work an event in Johnston will be paid from the Grimes payroll, but Johnston shall reimburse Grimes for the pay because of the vendor charges.

This will not affect Grimes events, such as the High School Football games, unless the Grimes City Council wants to change how it handles special events in Grimes.

FISCAL IMPACT: The financial impact is neutral since the amount paid to Grimes payroll personnel will be reimbursed by Johnston.

PREVIOUS COUNCIL ACTION(S): None.

BOARD/COMMISSION ACTION(S): None

STAFF/COMMITTEE RECOMMENDATION: Staff recommends council approval of the part-time rate of \$32 for special events for part-time personnel working Johnston events and the overtime rates for full-



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

time personnel working events in Johnston with the reimbursement for those costs to Grimes from Johnston.

ACCOUNT NO	ALPHA ID	DEPOSIT DATE	PEN TIMES	DEPOSIT AMOUNT	INTEREST AMOUNT	TOTAL AMOUNT	DEPOSIT APPLIED	DEPOSIT REFUND CODE
103110004	MAHLUM VALERIE /JOSHUA	8/08/18	3	88.34	.00	88.34	88.34	Check
103110005	MOLLER COURTNEY			100.00	.00	100.00	100.00	Check
103727105	FLAHERTY NATHAN	7/25/17		92.45	.00	92.45	92.45	Check
103800009	GRANT SHERI	5/04/17	24	20.38	.00	20.38	20.38	Check
103870011	GIBBS AUSTIN	7/10/17	1	65.37	.00	65.37	65.37	Check
106472403	HEIDECKER TAMI	5/01/18	1	85.42	.00	85.42	85.42	Check
106473603	POST MORGAN	7/13/18	8	101.75	.00	101.75	101.75	Check
116902602	MARSHALL REBECCA	7/31/19	11	18.50	.00	18.50	17.45	Check
116903003	NELSON BENJAMIN/BRENNA	3/08/18		51.70	.00	51.70	51.70	Check
116908203	TWEEDT KAYLA	3/28/18		82.84	.00	82.84	82.84	Check
117270006	LANGEL AMBER & CHASE	10/02/18	7	38.27	.00	38.27	38.27	Check
119260006	MATTHIES MINDI & COREY	4/05/16	42	160.36	.00	160.36	160.36	Check
121950006	CASS JENNA	10/23/17		82.84	.00	82.84	82.84	Check
123090001	HENRICKSEN STEVE	11/10/15	31	56.09	.00	56.09	56.09	Check
128050002	HOFBAUER JASON	3/08/16	24	49.09	.00	49.09	49.09	Check
131120809	BEVER JEREMY	2/28/18	8	74.97	.00	74.97	74.97	Check
132210606	ALVARADO LIDIA	10/11/17	8	96.30	.00	96.30	96.30	Check
132230705	THOMAS JORDAN	5/15/18	3	74.97	.00	74.97	74.97	Check
133310209	SOLL JACKSON	3/22/19	2	85.85	.00	85.85	85.85	Check
133310907	ALVARADO CASSANDRA	8/24/18	4	93.52	.00	93.52	93.52	Check
133330209	HUESER JACOB	7/12/18	9	90.09	.00	90.09	90.09	Check
133330411	FIELDS JENNIFER L	12/31/18	2	53.27	.00	53.27	53.27	Check
134430507	JONES TYESHA	11/06/17	7	50.53	.00	50.53	50.53	Check
134431008	TROWBRIDGE TRENT & KRISTE	7/13/18		79.40	.00	79.40	79.40	Check

REPORT TOTAL

1792.30

.00

1792.30

1791.25

WATER

1792.30

.00

1792.30

1791.25



*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No.
For Meeting of 10/24/20

AGENDA HEADING: Purchase of (2) F-250 Trucks with snow plow package heavy duty suspension packages.

SYNOPSIS: The Public Works Department is a growing division that has been fortunate enough to slightly increase staffing levels. Our current fleet is aging quickly and needs to purchase heavier duty trucks for the work our department does on a daily basis.

1. Staff researched and compared models quoted various and types of trucks. Originally we where going to purchase and 1 F-550 with a dump box, but after further analysis of the fleet we determined it would be more beneficial to purchase (2) F-250 for the same budgeted amount not to exceed 60,000.00
2. Staff is still working with the vendor to determine the final specifications and cost of each unit
3. This purchase will allow the Public Works department to phase out two units: 1989 Chevy 1500, and a 1996 F-150. These two vehicles are not rated for towing capacity needed on a daily basis which creates operational problems on a consistent basis for our team.
4. City staff is tracking all repair cost to each unit and is in the process of using that information to create a fleet replacement schedule.
5. Both units will be gas engines vs a diesel which is more costly to purchase and is not necessary based on miles we drive on an annual basis.
6. Both units will have a useful life of 5-7 years before they are phased out from daily use

FISCAL IMPACT: Equipment Purchase was planned and budgeted 60,000.00 in current fiscal year

PREVIOUS COUNCIL ACTION(S): Council Approved Budget Item

BOARD/COMMISSION ACTION(S): NA

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of purchase of (2) F-250 units to improve our current fleet and improve operational efficiencies.

Weston Wunder
Public Works Director

Invoice

REC'D SEP 09 2019



August 31, 2019

Project No: 19804000

Invoice No: 19804000-6

Jake Anderson
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Project 19804000 City of Grimes - Facilities Assessments

Professional Services from August 1, 2019 to August 31, 2019**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Programming	30,000.00	64.00	19,200.00	14,100.00	5,100.00
Total Fee	30,000.00		19,200.00	14,100.00	5,100.00
		Total Fee			5,100.00

Reimbursable Expenses

Hermann, Danielle	20.42	
OPN Printing	7.70	
Total Reimbursables	28.12	28.12

Total this Invoice \$5,128.12**PAID**

001-699-6599

mmw

A handwritten signature in black ink, appearing to be 'J.A.' or similar, located at the bottom right of the page.

Remit to: Cedar Rapids | 200 Fifth Ave SE, Ste. 201, Cedar Rapids, IA 52401 | (319) 363 6018

T.

Statement



COPY

City of Grimes						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
236,033.28	201,639.23	34,394.05	0.00	0.00	0.00	0.00



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No. X
For Meeting of September 24, 2019

AGENDA HEADING: Request from Resident for Reduction in Utility Bill

The City received a letter from a resident regarding an outside faucet that had been accidentally left on over the period of three weeks. Listed below is code section 92.10 Water Leakage referencing water that does not enter the city sewer system. Past practice has been to provide a reduction in the sewer bill by one half of the amount over the normal average consumption as described in the code.

92.10 WATER LEAKAGE. No reduction in billing will be made to water fees in the event of leakage after the water has passed through the meter. It is the owner's responsibility to maintain plumbing to prevent leaks. The property owner may petition the Council for a hearing regarding the possible reduction in sewer fees where there is evidence that the water did not enter the City Sewer System. If the Council grants a reduction in sewer fees, the credit given will be the difference between the actual consumption for the month in which the leakage occurred and the average of the last twelve months of consumption for that customer.

Average usage over last 12 months 2,608 gallons per month. Usage 22,392 gallons over normal usage. Sewer cost \$128.97. Half of this would be \$64.49 credit
Credit of \$64.49

SYNOPSIS:

FISCAL IMPACT:

N/APREVIOUS COUNCIL ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

Past practice would be to credit the account \$64.49

Utility Billing Inquiry

Balance | Customer | History Summary | History Detail | Consumption | Payment Agreement | Bad Debt | Landlords | Multiple Accounts | Month End Archive

Account # 118184103 Begin Date End Date Service All Services Type All

Name 515-979-4842 Move in Date 5-19-2017 Last Bill 384.49
 Property RESIDENTIAL Move out Date Active
 Bank Pay

Account Service History Credit Property

Times Delq 30 Days 60 Days 90 Days Over 90

Date	Description	Est	Consumption	Charge	Bill	Penalty/Pmt	Balance
9/20/2019	PAYMENT					384.49-	0.00
9/01/2019	WATER		25000	209.25			
9/01/2019	SEWER		25000	144.00			
9/01/2019	STORM WATER			6.38			
9/01/2019	METER RENT			1.62			
9/01/2019	GARBAGE			10.68			
	TAX			12.56	384.49		384.49
8/20/2019	PAYMENT					83.06-	0.00
8/01/2019	WATER		4400	36.83			
8/01/2019	SEWER		4400	25.34			
8/01/2019	STORM WATER			6.38			
8/01/2019	METER RENT			1.62			
8/01/2019	GARBAGE			10.68			
	TAX			2.21	83.06		83.06
7/22/2019	PAYMENT					50.11-	0.00

Average usage over last 12 months = 2,608 gallons
 22,392 gallons over normal usage

\$ 128.97

Half amount \$ 64.49

GRIMES

101 NE Harvey Street
Grimes, Iowa 50111

www.grimesiowa.gov

Billing Questions:
515-986-3036
To pay bill by phone
Call 877-690-3729
Jurisdiction Code 2512



GRIMES, IA 50111-2268

Account Number	Amount Due
118184103	\$384.49
Due Date	After Due Date Pay
9/20/2019	Paid By Draft
Billing Date	Penalty Date
9/01/2019	9/21/2019
Service From	Service To
7/16/2019	8/19/2019
Service Address	
[REDACTED]	

Prev Balance	\$83.06
Payments	\$83.06
Adjustments	\$0.00
Penalties	\$0.00

Previous	Current
Date	Date
7/16/2019	8/19/2019
Previous	Reading
2046	2296

Usage	25000
WATER	\$209.25
SEWER	\$144.00
STORM WATER	\$6.38
METER RENT	\$1.62
GARBAGE	\$10.68
TAX	\$0.00
WET TAX	\$12.56

Current Bill	\$384.49
Amount Due	\$384.49
DO NOT PAY - PAID BY DRAFT	

SIGN UP FOR AUTOMATIC PAYMENTS

Like us on Facebook
Sign up for text alerts
Mobile 311 - to report public works concerns
www.grimesiowa.gov

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Please return this portion with your payment.
There will be a charge on all returned checks.

GRIMES

101 NE Harvey Street
Grimes, Iowa 50111
515-986-3036
www.grimesiowa.gov



City of Grimes
101 NE Harvey St
Grimes, IA 50111-2051

Account Number	Amount Due
118184103	\$384.49
Due Date	After Due Date Pay
9/20/2019	Paid By Draft
Account Name	
[REDACTED]	
Service Address	
[REDACTED]	

To pay bill by phone
Call 877-690-3729
Jurisdiction Code 2512

Billing Questions:
515-986-3036

Amount Enclosed

9/6/19

To Whom This may Concern:

On July 27th Steve went to use the outside hose on the east side of the house and found it on.

As far as he can remember, he last had used it 3 weeks prior to that.

When you shut the hose off, it normally trickles until the water in the hose stops. So when he shut it off, he assumed it was off!

However, on 7-27-19 when he discovered it was still running, he found out the water faucet had failed. He had to replace the whole faucet and in doing so, it meant cutting into the drywall inside to get to it.

When we got our next water bill, it was \$3.06. It typically runs 35-55 a month. We

figured this was at least \$38 higher
than normal and that the next
bill would be higher, however, when
we received the bill we were in
shock!! The current bill is for
\$384.49.

We would like to request a
partial refund as we had no idea
it had been leaking.

Our address is ~~██████████~~
Grimes, IA.

We are enclosing a copy of the
bill as proof.

You can reach us at!

~~Steve Wilson 572-915-4592~~

~~Paul Wilson 572-977-8012~~

or: ~~plw@wcd.com~~

We called the city of Grimes
as soon as 8-5-19 and were told
to submit a letter to the City.

Thank you for your assistance in this matter!

Sincerely

~~Steve Wilson~~

City of Grimes Claims 9 24 2019

PREMIER OFFICE EQUIPMENT	COPIER	112.72
CENTRAL PUMP AND MOTOR	REPLACE CHECK VALVE @ ASR	3,268.55
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	504.63
APWA, IOWA CHAPTER	SNOW PLOW TRAINING	2,090.00
WARREN W KING	HBI FALL 2019	500
WEEKS JAMES H	PROPERTY TAX REBATE	500
A+ COMMUNICATIONS & SEC	SECURITY CAMERA REPAIRS	191
A & W ELECTRIC, INC	REPAIRS	595.5
A TECH INC.	GCC 10/1 - 12/31/19	89.85
A KINGS THRONE LLC	SERVICE 3 UNITS	202.35
AIA CORPORATION	FD UNIFORMS	408.94
ALLENDER BUTZKE ENGINEERS	SE 37TH & HWY 141	392.21
EUROFINS TESTAMERICA	STATE TESTS	2,626.50
ANIMAL RESCUE LEAGUE	LIVE ANIMAL INTAKE	125
JOHNSON CONTROLS SECURITY	GCC 10/1 - 12/31/19	2,199.40
SHERWIN WILLIAMS CO.	PAINT	19.9
BAKER & TAYLOR	LIBRARY MATERIALS	682.93
BLACK HILLS ENERGY	1700 SE DESTINATION	34.9
BOESEN THE FLORIST	MAXINE GROVE	75
BOMGAARS	SAFETY& SUPPLIES	832.21
BSN SPORTS	PROGRAM SUPPLIES	726.45
CAPITAL SANITARY SUPPLY	PAPER SUPPLIES	444.96
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,396.00
CONCRETE TECHNOLOGIES INC	SE 37TH & HWY 141 IMPROVE	19,907.73
CONSTRUCTION MATERIALS TE	SE 37TH & HWY 141	664.25
CONTRACTORS CARTAGE, INC	LIME DELIVERY	1,984.15
CORE & MAIN	STREET SUPPLIES	2,525.87
DALLAS CENTER/GRIMES SCHO	SUMMER REC TRANSPORTATION	1,548.30
DELL MARKETING L.P.	MONITOR	336.98
DELTA DENTAL OF IOWA	EMPLOYEE INSURANCE	194.66
MILLER DAKOTA	HBI FALL 2019	500
DES MOINES REGISTER	11/1/19 - 10/31/20	614.05
DORRIAN HEATING & COOLING	REPAIR AC	1,524.76
FOX ENGINEERING ASSOCIATE	MONTHLY BILLING	236,033.28
CFI SALES	S406 TIRE/RIM REPLACEMENT	2,908.00
GRAPHIC EDGE	REC PROGRAM SHIRTS	1,057.51
CATCH DES MOINES	APRIL,MAY,JUNE 2019	5,431.86
GRIMES ASPHALT AND PAVING	2019 HMA RESURFACING	209,562.60
GRIMES CHAMBER & ECONOMIC	2019 GCED GOLF	525
HACH COMPANY	SUPPLIES	1,020.38
HAWKINS WATER TREATMENT	CHEMICALS	900
COENEN HEATH	PHONE	105
WILLIAMS ROCHELLE	REIMBURSEMENT	150
CLARK ROGER N	HBI REFUND SPRING & FALL 2019	1,000.00
STATE HYGIENIC LABORATORY	TESTING	1,065.50
IOWA ASSN OF MUNICIPAL UT	FORKLIFT TRAINING/TESTING	825
IOWA DIVISION LABOR SERV	BOILER SAFETY INSPECTION	40
INTERSTATE BATTERY SYSTEM	BATTERY	117.95
THAYER JEREMY	PHONE	105
KANEALY KENT	PHONE	105
KECK ENERGY	FUEL	1,298.04
BARCUS KEITH M.	SPRING & FALL 2019	1,000.00
THOMPSON KEVIN	PHONE	105
LEE CHAMBERLIN CONSULTANT	PROJECTS-MONTHLY ENGINEERING	45,054.50
LEAF	copier	77.97
ASWEGAN MATTHEW	HBI REFUND FALL 2019	500
LIBERTY READY MIX	CONCRETE	1,955.00
LOGAN CONTRACTORS SUPPLY	MAINTENANCE	495.88
KURTZ MAHLON	PHONE	105
MAIL SERVICES	MONTHLY STATEMENTS	2,736.01
MEDIACOM	UTILITIES	365.65

MENARDS UNIVERSITY	GARBAGE ENCLOSURE	83.85
METRO WASTE AUTHORITY	YARD WAST STICKERS	375
MIDAMERICAN ENERGY	POWER	20,486.03
MISSISSIPPI LIME CO.	QUICKLIME	4,295.90
MUNICIPAL SUPPLY, INC.	METERS	14,011.00
OCLC, INC	LIBRARY CONFERENCE	275
OFFICE DEPOT CITY HALL	SUPPLIES	654.55
OVERHEAD DOOR COMPANY	SERVICE	156
SAWYER ALEXANDER J	PHONE	87.5
TRUE VALUE	SUPPLIES	13.99
ANKENY AUTO ELECTRIC	STARTER-REPAIRS	345
ARNOLD MOTOR SUPPLY	SUPPLIES	1,119.47
POLK COUNTY TREASURER	AUGUST CONTRACT	114,323.00
SCHIPPER RONALD L.	REIMBURSEMENT	150
SELLNER ROBERT	PHONE	105
RORY ECHER	PHONE	105
SENSUS, USA INC	SOFTWARE	1,949.94
SHRED-IT USA	SHREDDING SERVICE	90
DMACC	MANAGEMENT COURSES-YR	4,000.00
OLGUIN SAUL	PHONE	105
STEPHANIE ONG	HALLOWEEN FEST CARICATURES	250
FULTON STACEY	PHONE	105
STIVERS FORD	REPAIRS & MAINTENANCE	263
STRAUSS SAFE & LOCK CO.	SOUTH COMPLEX LOCKS	70
TAPCO	BARRICADES	1,511.18
SYNCB/AMAZON	LIBRARY MATERIALS	1,888.67
THOMAS BUS SALES	TRAILER PARTS- REPAIRS	286.97
TRIPLETT OFFICE ESSENTIAL	CHAIRS	260
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTION SERVICE	8.95
UNITED RENTALS	ROAD PLATE & TOOLS	55.76
US WATER	Monthly bill	70,010.74
CINTAS CORPORATION - #762	MATS & SUPPLIES	955.43
USA BLUE BOOK	OPERATIONAL SUPPLIES	1,324.39
VERIZON WIRELESS, BELLEVU	PHONES	162.86
VEENSTRA AND KIMM, INC.	AUGUST 2019 INSPECTIONS	21,370.00
VAN METER INC.	MAINTENANCE	182.7
VAN WALL EQUIPMENT	JD SNOWBLOWER/REPAIRS	5,875.77
WEST SIDE MECHANICS	REPAIRS	716.76
WELLMARK BLUE CROSS	EMPLOYEE INSURANCE	45,962.90
WHITFIELD & EDDY	LEGAL FEES THRU AUG 31, 2019	35,117.50
WILSON BROS. PEST CONTROL	Mosquito	1,400.00
WUNDER WESTON	REIMBURSEMENT	150
BRIDGES LAWN & LANDSCAPE	MOWING	4,859.00
BRODART CO	YOUTH-SCHOOL	51.95
BRAVO GREATER DES MOINES	APRIL 2 - JUNE 30, 2019	5,431.86
LUNDY DILLON	PHONE THRU END DATE	70
ELM USA	DISC BUFFER	25
FINDAWAY WORLD LLC	YOUTH AUDIO	259.95
JOHNSON TAMMY	PHONE	120
CENTURY LINK	UTILITIES	2,057.58
CARTER JASON & ASHLEY	HBI REFUND FALL 2019	500
INFOMAX OFFICE SYSTEMS, I	COPIER	182.93
EFTPS	FED/FICA TAX	35,949.17
SHANNON ANN	HBI REFUND FALL 2019	500
FSK ERIK	REIMBURSEMENT	150
OPN ARCHITECTS	FACILITIES ASSESSMENTS	5,128.12
GREIMAN JAMES	PHONE	105
SENEPHANSIRI TONY	PHONE	70
CIVIC INTELLIGENCE LLC	SPECIAL ASSESSMENT-FINAL	2,100.00
YBA SHIRTS, INC	REC PROGRAM SHIRTS	3,188.48
ZIMCO	FERTILIZER	93
MENARDS GRIMES	PARK IMPROVEMENTS	1,102.16

SPAULDING, RYAN T	SUMMER ADVENTURES REFUND	20
MCCLURE ENGINEERING	WTR PLANT EXPANSION	39,284.00
GOODVIN, ALEX	PHONE	70
RABEY, TYLER J	PHONE	105
HOING, RONDA	REFUND	45
BULK TRANSPORT CO EAST	QUICK LIME	1,916.22
COPY SYSTEMS INC	PRINTER/FAX/SCANNER	1,710.00
GETTYS NATHAN	PHONE	35
EASYFIELDMARKING COM, INC	FIELD PAINT/FIELD PAINT MACHINE	2,131.67
COVER CHAD	PHONE	35
TEIG AUSTIN	PHONE	35
VERITIV OPERATING COMPANY	SIGN PRINTER INK	1,215.00
PET AND PLAYGROUND PROD	FOOT SHOWER	1,272.70
CROPSTAR	S208 WIRING HARNESS	152.49
HP INC	SIGN PRINTER WARRANTY	1,944.00
AWE ACQUISITION, INC	SPECIAL APPROPRIATIONS	6,766.00
TRUGREEN- ANKENY	PEDDLER PERMIT REFUND 2019	400
DEPOSIT REFUNDS	REFUND DATE 09/23/2019	1,791.25
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	104,851.27
	CLAIMS TOTAL	1,138,848.49
	GENERAL FUND	400,045.64
	ROAD USE TAX FUND	18,925.67
	EMPLOYEE BENEFITS FUND	38,687.48
	ECONOMIC DEVELOPMENT FUND	10,863.72
	RESTRICTED GIFTS FUND	6,766.00
	CAPITAL PROJECT FUND FUND	19,363.10
	CP - ROAD DEVELOPMENT FUND	663.8
	CP - WALLACE FUND	9,445.00
	CP - PRAIRIE/LITTLE BEAVE FUND	33,155.63
	CP - S JAMES/SE 37TH ST FUND	23,342.05
	CP-New Jordan Well 2019 FUND	6,577.72
	CP-16 Water Main FUND"	14,064.48
	CP-Water Tower 2019 FUND	26,113.50
	CP-Water Plant Exp 2019 FUND	48,087.50
	SE 37TH HWY 141 PROJECT FUND	64,023.46
	2019 OVERLAY PROJECT FUND	212,602.60
	SE 19TH & SW CO OVERLAY FUND	31,789.88
	HWY44 & COUNTY LN RD 2020 FUND	9,000.00
	SE 11th ST RR/James 2019 FUND	1,530.00
	CP-N MAIN & BEAVERBK SIG FUND	2,076.00
	FY20 Drain prj 2nd/beaver FUND	8,230.00
	WATER FUND	83,451.53
	WATER DEPOSITS FUND	1,791.25
	SEWER FUND	48,864.39
	LANDFILL/GARBAGE FUND	465
	STORM WATER FUND	18,923.09
		1,138,848.49



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of 9/24/19

AGENDA HEADING: Breast Cancer Awareness Proclamation

SYNOPSIS: Firefighters have a long-standing tradition of supporting Breast Cancer Awareness. One of the ways they get the message out is to wear pink t-shirts during the month of October to create a visual reminder to people to live a healthy life style, self-examine, and get regular checkups. The Johnston-Grimes Metropolitan Fire Department members have been selling and purchasing their own t-shirts above cost as a fund-raiser with the proceeds to go directly to a resident of our fire district. The members would be honored to have the Mayor read the proclamation at the City Council Meeting.

FISCAL IMPACT: None

PREVIOUS COUNCIL ACTION(S): None

BOARD/COMMISSION ACTION(S): None

STAFF/COMMITTEE RECOMMENDATION: Staff would like the Mayor to read the resolution and proclaim October Breast Cancer Awareness Month for Grimes and allow the firefighters to wear pink t-shirts to raise awareness.

SAMPLE LANGUAGE: None

Breast Cancer Awareness 2019 Proclamation

WHEREAS, October is the nationally recognized month for breast cancer awareness; and

WHEREAS, the City of Grimes, Iowa is committed to helping raise awareness to breast cancer and support research to find a cure; and

WHEREAS, one in eight women will get breast cancer in their lifetime; and

WHEREAS, female firefighters are more likely to develop breast cancer than the general population, and

WHEREAS, male firefighters are 7.5 times more likely than the general population to die of breast cancer; and

WHEREAS, in 2016 firefighters were the number one fund raiser for the Susan G. Komen Passionately Pink program, raising a total of \$108,948; and

WHEREAS, wearing pink is becoming an increasingly strong tradition during the month of October for firefighters across the nation; and

WHEREAS, Johnston-Grimes Firefighters will be wearing pink t-shirts to raise awareness for breast cancer; and

WHEREAS, the pink t-shirts were purchased by the firefighters with 100% the proceeds going to support a local cancer patient.

THEREFORE, I, Scott Mikkelsen, Mayor of Grimes, do hereby proclaim October Breast Cancer Awareness Month throughout this city, and I authorize the fire department members to wear their pink t-shirts as a reminder to all the people of Grimes to live a healthy lifestyle and get regular check-ups.

Adopted this 24th Day of September 2019

Scott Mikkelsen, Mayor

RESOLUTION 09-1219

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATE OF COST FOR THE HOPE COMMERCIAL PLAT 1 PUBLIC
IMPROVEMENT

WHEREAS, on the 24th day of September, 2019, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Hope Commercial Plat 1 Public Improvement; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of the Resolution, and attached to this Resolution.

PASSED AND APPROVED this 24 day of September, 2019, by a vote of ___ to ___.

Mayor – Scott Mikkelsen

ATTEST:

City Clerk – Rochelle Williams

RESOLUTION 09-1319

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE
HOPE COMMERCIAL PLAT 1 PUBLIC IMPROVEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the Hope Commercial Plat 1 Public Improvement, described in the plans and specifications heretofore adopted by this Council on September 24, 2019 , be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of bid: _____

Portion of project: _____

Section 2. That the Mayor, City Administrator and Clerk are hereby directed to negotiate a written contract with the contractor for the construction of the public improvements, and present the proposed contract to the City Council for approval.

PASSED AND APPROVED this 24th day of September, 2019, by a vote of ____ to ____.

Mayor – Scott Mikkelsen

ATTEST:

City Clerk – Rochelle Williams

Rochelle Williams

From: Alex Pfaltzgraff
Sent: Wednesday, August 21, 2019 3:19 PM
To: Mark Hanrahan; Jake Anderson; Rochelle Williams
Cc: Kurt Mumm; Matt Ahrens
Subject: RE: Highway 44

Good to hear from you Mark. I can get you a copy of the plans once we have the final set from CDA (should be end of the week).

The traffic light at 141/44 is not included in this particular project, as a warrant study has not been completed. We will be reaching out to Snyder/DOT to conduct the warrant study fairly soon. Our concern at the moment is without a firm commitment from Hy-Vee, we are not certain the warrants will be met. Once the NE Heritage Drive project kicks off, I expect that Hy-Vee will formally submit some sort of plans, which will allow for a more comprehensive warrant study to be completed. If the warrants are met, we will initiate the design process, with the anticipation that the signal be ready before the opening of Hy-Vee.

Hopefully that answers your questions. If not, please let me know. Thanks,

Alex Pfaltzgraff, AICP, CFM | Development Services Director

From: Mark Hanrahan <mhanrahan@iowaca.com>
Sent: Wednesday, August 21, 2019 2:17 PM
To: Alex Pfaltzgraff <apfaltzgraff@grimesiowa.gov>; Jake Anderson <janderson@grimesiowa.gov>; Rochelle Williams <rwilliams@grimesiowa.gov>
Cc: Kurt Mumm <kmumm@iowaca.com>
Subject: Highway 44

I see that the Gateway Drive project is coming up for public comment in a couple weeks. Is there any info on this and related traffic study? I assume the traffic light on the West side of 141 / 44 is part of this public letting? I know when Wal-Mart went in, the light went up. I think it was mentioned the light was in the CIP too, but figure there is some DOT requirement here as well.

Thanks
Mark

Mark Hanrahan
Head of Capital Markets & Investment Strategies

Mobile: +1 515 633 7638
Direct: +1 515 512 1022
Main: +1 515 309 4002
Fax: +1 515 309 4040
mhanrahan@iowaca.com



3737 Woodland Avenue, Suite 100
West Des Moines, IA 50266 | USA
iowacommercialadvisors.com

BID TABULATION

SW Countyline Road Improvements

City of Grimes, Iowa

BID DATE: Sept. 4, 2019 at 11:00 AM

FOX PN: 1005-18B

ITEM NO.	CONTRACTORS:				Engineer's Opinion Probable Cost		Concrete Technologies, Inc. 1001 SE 37th Street Grimes, IA 50111		Alliance Construction Group LLC 9400 Plum Drive, Suite 100 Urbandale, IA 50322		McAninch Corp. 4001 Delaware Ave Des Moines, IA 50313		Absolute Concrete Const. PO Box 148 Slater, IA 50244		CJ Moyna & Sons, Inc. 24412 Hwy 13 Elkader, IA 52043	
	CHECK OR BID BOND															
	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE											
DIVISION 1 - GENERAL																
1.01	MOBILIZATION	LS	1	\$ 290,000.00	\$ 290,000.00	\$ 245,000.00	\$ 245,000.00	\$ 160,000.00	\$ 160,000.00	\$ 165,278.00	\$ 165,278.00	\$ 175,020.00	\$ 175,020.00	\$ 390,000.00	\$ 390,000.00	
1.02	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,950.00	\$ 10,950.00	\$ 28,000.00	\$ 28,000.00	\$ 11,118.00	\$ 11,118.00	\$ 10,000.00	\$ 10,000.00	\$ 23,000.00	\$ 23,000.00	
1.03	CONSTRUCTION STAKING	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 19,800.00	\$ 19,800.00	\$ 34,000.00	\$ 34,000.00	\$ 30,294.00	\$ 30,294.00	\$ 30,000.00	\$ 30,000.00	\$ 55,000.00	\$ 55,000.00	
1.04	SAWCUT FULL DEPTH / REMOVAL	LF	632	\$ 4.50	\$ 2,844.00	\$ 9.75	\$ 6,162.00	\$ 10.00	\$ 6,320.00	\$ 20.00	\$ 12,640.00	\$ 10.00	\$ 6,320.00	\$ 5.00	\$ 3,160.00	
DIVISION 2 - EARTHWORK																
2.01	CLEARING AND GRUBBING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 6,385.00	\$ 6,385.00	\$ 5,600.00	\$ 5,600.00	\$ 6,477.00	\$ 6,477.00	\$ 6,350.00	\$ 6,350.00	\$ 6,900.00	\$ 6,900.00	
2.02	CROP REMOVAL	AC	15	\$ 200.00	\$ 3,000.00	\$ 553.00	\$ 8,295.00	\$ 550.00	\$ 8,250.00	\$ 573.00	\$ 8,595.00	\$ 550.00	\$ 8,250.00	\$ 0.01	\$ 0.15	
2.03	DEEP RIPPING	AC	14	\$ 200.00	\$ 2,700.00	\$ 553.00	\$ 7,465.50	\$ 550.00	\$ 7,425.00	\$ 373.00	\$ 5,035.50	\$ 550.00	\$ 7,425.00	\$ 250.00	\$ 3,375.00	
2.04	TOPSOIL STRIP, STOCKPILE, AND RESPREAD	CY	20,905	\$ 8.00	\$ 167,240.00	\$ 5.05	\$ 105,570.25	\$ 5.25	\$ 109,751.25	\$ 4.18	\$ 87,382.90	\$ 5.00	\$ 104,525.00	\$ 14.30	\$ 298,941.50	
2.05	EXCAVATION, CLASS 10 / EMBANKMENT	CY	33,133	\$ 5.00	\$ 165,665.00	\$ 3.00	\$ 99,399.00	\$ 3.00	\$ 99,399.00	\$ 6.73	\$ 222,985.09	\$ 2.95	\$ 97,742.35	\$ 12.60	\$ 417,475.80	
2.06	SPECIAL BACKFILL, 6-INCH	SY	1,271	\$ 8.00	\$ 10,168.00	\$ 8.30	\$ 10,549.30	\$ 8.25	\$ 10,485.75	\$ 16.80	\$ 21,352.80	\$ 8.25	\$ 10,485.75	\$ 16.50	\$ 20,971.50	
2.07	SUBGRADE PREPARATION, 12-INCH	SY	35,443	\$ 3.00	\$ 106,329.00	\$ 2.50	\$ 88,607.50	\$ 2.50	\$ 88,607.50	\$ 2.90	\$ 102,784.70	\$ 2.50	\$ 88,607.50	\$ 4.50	\$ 159,493.50	
2.08	MODIFIED SUBBASE, 6-INCH	SY	34,172	\$ 8.50	\$ 290,462.00	\$ 8.30	\$ 283,627.60	\$ 8.25	\$ 281,919.00	\$ 8.71	\$ 297,638.12	\$ 8.25	\$ 281,919.00	\$ 10.30	\$ 351,971.60	
2.09	GRANULAR SURFACING - TEMPORARY	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 19,100.00	\$ 19,100.00	\$ 20,000.00	\$ 20,000.00	\$ 16,320.00	\$ 16,320.00	\$ 19,000.00	\$ 19,000.00	\$ 30,000.00	\$ 30,000.00	
2.10	GRANULAR SURFACING - PERMANENT	TON	200	\$ 50.00	\$ 10,000.00	\$ 38.25	\$ 7,650.00	\$ 40.00	\$ 8,000.00	\$ 38.70	\$ 7,740.00	\$ 38.00	\$ 7,600.00	\$ 29.60	\$ 5,920.00	
2.11	REMOVAL OF PIPE, EXISTING STORM SEWER	LF	100	\$ 24.00	\$ 2,400.00	\$ 24.15	\$ 2,415.00	\$ 24.00	\$ 2,400.00	\$ 22.00	\$ 2,200.00	\$ 19.00	\$ 1,900.00	\$ 18.00	\$ 1,800.00	
2.12	REMOVAL OF FIELD FENCE	LF	4,200	\$ 1.50	\$ 6,300.00	\$ 0.65	\$ 2,730.00	\$ 0.75	\$ 3,150.00	\$ 0.77	\$ 3,234.00	\$ 0.75	\$ 3,150.00	\$ 4.50	\$ 18,900.00	
2.13	COMPACTION TESTING	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 7,540.00	\$ 7,540.00	\$ 17,500.00	\$ 17,500.00	\$ 30,600.00	\$ 30,600.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	TRENCH FOUNDATION	TON	150	\$ 42.00	\$ 6,300.00	\$ 35.25	\$ 5,287.50	\$ 35.00	\$ 5,250.00	\$ 27.00	\$ 4,050.00	\$ 30.15	\$ 4,522.50	\$ 38.00	\$ 5,700.00	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	150	\$ 25.00	\$ 3,750.00	\$ 15.10	\$ 2,265.00	\$ 15.00	\$ 2,250.00	\$ 9.00	\$ 1,350.00	\$ 26.50	\$ 3,975.00	\$ 25.00	\$ 3,750.00	
DIVISION 4 - SEWERS AND DRAINS																
4.01	STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN	LF	344	\$ 80.00	\$ 27,520.00	\$ 58.25	\$ 20,038.00	\$ 58.00	\$ 19,952.00	\$ 80.00	\$ 27,520.00	\$ 60.00	\$ 20,640.00	\$ 74.00	\$ 25,456.00	
4.02	STORM SEWER, TRENCHED, 18-INCH, AS SUBDRAIN	LF	622	\$ 86.00	\$ 53,492.00	\$ 61.50	\$ 38,253.00	\$ 61.00	\$ 37,942.00	\$ 84.00	\$ 52,248.00	\$ 63.50	\$ 39,497.00	\$ 76.00	\$ 47,272.00	
4.03	STORM SEWER, TRENCHED, 21-INCH, AS SUBDRAIN	LF	1,421	\$ 88.00	\$ 125,048.00	\$ 67.50	\$ 95,917.50	\$ 67.00	\$ 95,207.00	\$ 90.00	\$ 127,890.00	\$ 73.25	\$ 104,088.25	\$ 87.00	\$ 123,627.00	
4.04	STORM SEWER, TRENCHED, 24-INCH, AS SUBDRAIN	LF	301	\$ 94.00	\$ 28,294.00	\$ 74.50	\$ 22,424.50	\$ 74.00	\$ 22,274.00	\$ 95.00	\$ 28,595.00	\$ 64.75	\$ 19,489.75	\$ 88.00	\$ 26,488.00	
4.05	STORM SEWER, TRENCHED, 30-INCH, AS SUBDRAIN	LF	418	\$ 108.00	\$ 45,144.00	\$ 85.50	\$ 35,739.00	\$ 86.00	\$ 35,948.00	\$ 116.00	\$ 48,488.00	\$ 91.50	\$ 38,247.00	\$ 100.00	\$ 41,800.00	
4.06	STORM SEWER, TRENCHED, 15-INCH	LF	844	\$ 75.00	\$ 63,300.00	\$ 46.25	\$ 39,035.00	\$ 46.00	\$ 38,824.00	\$ 59.00	\$ 49,796.00	\$ 39.50	\$ 33,338.00	\$ 50.00	\$ 42,200.00	
4.07	STORM SEWER, TRENCHED, 18-INCH	LF	69	\$ 80.00	\$ 5,520.00	\$ 48.25	\$ 3,329.25	\$ 48.00	\$ 3,312.00	\$ 54.00	\$ 3,726.00	\$ 48.00	\$ 3,312.00	\$ 53.00	\$ 3,657.00	
4.08	STORM SEWER, TRENCHED, 24-INCH	LF	207	\$ 89.00	\$ 18,423.00	\$ 56.25	\$ 11,643.75	\$ 56.00	\$ 11,592.00	\$ 63.00	\$ 13,041.00	\$ 60.50	\$ 12,523.50	\$ 61.50	\$ 12,730.50	
4.09	STORM SEWER, TRENCHED, 30-INCH	LF	412	\$ 98.00	\$ 40,376.00	\$ 88.50	\$ 36,462.00	\$ 88.00	\$ 36,256.00	\$ 138.00	\$ 56,856.00	\$ 71.50	\$ 29,458.00	\$ 78.00	\$ 32,136.00	
4.10	STORM SEWER, TRENCHED, 36-INCH	LF	291	\$ 125.00	\$ 36,375.00	\$ 95.50	\$ 27,790.50	\$ 95.00	\$ 27,645.00	\$ 112.00	\$ 32,592.00	\$ 82.00	\$ 23,862.00	\$ 92.00	\$ 26,772.00	
4.11	STORM SEWER, TRENCHED, 66-INCH	LF	228	\$ 350.00	\$ 79,800.00	\$ 236.25	\$ 53,865.00	\$ 235.00	\$ 53,580.00	\$ 257.00	\$ 58,596.00	\$ 295.00	\$ 67,260.00	\$ 242.00	\$ 55,176.00	
4.12	STORM SEWER, TRENCHLESS, 30-INCH	LF	138	\$ 400.00	\$ 55,200.00	\$ 377.00	\$ 52,026.00	\$ 375.00	\$ 51,750.00	\$ 486.00	\$ 67,068.00	\$ 625.00	\$ 86,250.00	\$ 485.00	\$ 66,930.00	
4.13	SANITARY SEWER, GRAVITY, TRENCHED, 8-INCH	LF	2,073	\$ 72.00	\$ 149,256.00	\$ 105.50	\$ 218,701.50	\$ 106.00	\$ 219,738.00	\$ 96.00	\$ 199,008.00	\$ 83.00	\$ 172,059.00	\$ 75.00	\$ 155,475.00	
4.14	SANITARY SEWER, GRAVITY, TRENCHED, 10-INCH	LF	1,948	\$ 85.00	\$ 165,580.00	\$ 73.50	\$ 143,178.00	\$ 74.00	\$ 144,152.00	\$ 73.00	\$ 142,204.00	\$ 89.00	\$ 173,372.00	\$ 80.00	\$ 155,840.00	
4.15	SANITARY SEWER, TESTING	LF	4,021	\$ 2.50	\$ 10,052.50	\$ 1.00	\$ 4,021.00	\$ 1.00	\$ 4,021.00	\$ 1.00	\$ 4,021.00	\$ 4.65	\$ 18,697.65	\$ 5.00	\$ 20,105.00	
4.16	PIPE APRON, RCP, 15-INCH	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,760.00	\$ 1,760.00	\$ 1,800.00	\$ 1,800.00	\$ 1,174.00	\$ 1,174.00	\$ 2,635.00	\$ 2,635.00	\$ 1,050.00	\$ 1,050.00	
4.17	PIPE APRON, RCP, 30-INCH	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 2,440.00	\$ 4,880.00	\$ 2,450.00	\$ 4,900.00	\$ 1,655.00	\$ 3,310.00	\$ 3,955.00	\$ 7,910.00	\$ 1,600.00	\$ 3,200.00	
4.18	PIPE APRON, RCP, 36-INCH	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 3,015.00	\$ 3,015.00	\$ 3,100.00	\$ 3,100.00	\$ 2,109.00	\$ 2,109.00	\$ 4,885.00	\$ 4,885.00	\$ 2,200.00	\$ 2,200.00	
4.19	PIPE APRON, RCP, 66-INCH	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 5,225.00	\$ 10,450.00	\$ 5,400.00	\$ 10,800.00	\$ 4,150.00	\$ 8,300.00	\$ 5,775.00	\$ 11,550.00	\$ 3,000.00	\$ 6,000.00	
4.20	SUBDRAIN, 4-INCH	LF	5,238	\$ 14.00	\$ 73,332.00	\$ 12.50	\$ 65,475.00	\$ 19.00	\$ 99,522.00	\$ 12.70	\$ 66,522.60	\$ 12.65	\$ 66,260.70	\$ 12.00	\$ 62,856.00	
4.21	SUBDRAIN CLEANOUT, 8-INCH DIAMETER	EA	11	\$ 700.00	\$ 7,700.00	\$ 455.00	\$ 5,005.00	\$ 475.00	\$ 5,225.00	\$ 459.00	\$ 5,049.00	\$ 585.00	\$ 6,435.00	\$ 400.00	\$ 4,400.00	
4.22	FIELD TILE REPAIR	LF	300	\$ 22.00	\$ 6,600.00	\$ 16.60	\$ 4,980.00	\$ 17.00	\$ 5,100.00	\$ 14.00	\$ 4,200.00	\$ 38.00	\$ 11,400.00	\$ 22.00	\$ 6,600.00	

BID TABULATION

SW Countyline Road Improvements

City of Grimes, Iowa

BID DATE: Sept. 4, 2019 at 11:00 AM

FOX PN: 1005-188

ITEM NO.	CONTRACTORS:			Engineer's Opinion Probable Cost		Concrete Technologies, Inc. 1001 SE 37th Street Grimes, IA 50111		Alliance Construction Group LLC 9400 Plum Drive, Suite 100 Urbandale, IA 50322		McAninch Corp. 4001 Delaware Ave Des Moines, IA 50313		Absolute Concrete Const. PO Box 148 Slater, IA 50244		CJ Moyna & Sons, Inc. 24412 Hwy 13 Elkader, IA 52043	
	CHECK OR BID BOND														
	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE										
	DIVISION 5 - WATER MAIN AND APPURTENANCES														
5.01	WATER MAIN, CONNECT TO EXISTING	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 5,225.00	\$ 5,225.00	\$ 5,400.00	\$ 5,400.00	\$ 7,600.00	\$ 7,600.00	\$ 10,625.00	\$ 10,625.00	\$ 7,000.00	\$ 7,000.00
5.02	WATER MAIN PIPE, 8-INCH	LF	620	\$ 33.00	\$ 20,460.00	\$ 45.25	\$ 28,055.00	\$ 46.00	\$ 28,520.00	\$ 45.00	\$ 27,900.00	\$ 40.40	\$ 25,048.00	\$ 36.00	\$ 22,320.00
5.03	WATER MAIN PIPE, 12-INCH	LF	133	\$ 45.00	\$ 5,985.00	\$ 65.50	\$ 8,711.50	\$ 66.00	\$ 8,778.00	\$ 75.00	\$ 9,975.00	\$ 66.00	\$ 8,778.00	\$ 62.00	\$ 8,246.00
5.04	WATER MAIN PIPE, 16-INCH	LF	4,365	\$ 65.00	\$ 283,725.00	\$ 58.25	\$ 254,261.25	\$ 58.00	\$ 253,170.00	\$ 57.00	\$ 248,805.00	\$ 51.75	\$ 225,888.75	\$ 60.00	\$ 261,900.00
5.05	RESILIENT WEDGE GATE VALVE, 8-INCH	EA	6	\$ 1,300.00	\$ 7,800.00	\$ 1,355.00	\$ 8,130.00	\$ 1,350.00	\$ 8,100.00	\$ 1,253.00	\$ 7,518.00	\$ 1,560.00	\$ 9,360.00	\$ 1,450.00	\$ 8,700.00
5.06	RESILIENT WEDGE GATE VALVE, 12-INCH	EA	2	\$ 3,100.00	\$ 6,200.00	\$ 2,215.00	\$ 4,430.00	\$ 2,200.00	\$ 4,400.00	\$ 2,140.00	\$ 4,280.00	\$ 2,710.00	\$ 5,420.00	\$ 2,500.00	\$ 5,000.00
5.07	RESILIENT WEDGE GATE VALVE, 16-INCH	EA	5	\$ 7,200.00	\$ 36,000.00	\$ 6,080.00	\$ 30,400.00	\$ 6,100.00	\$ 30,500.00	\$ 6,047.00	\$ 30,235.00	\$ 7,275.00	\$ 36,375.00	\$ 6,800.00	\$ 34,000.00
5.08	TRENCHLESS CASING FOR WATER MAIN	LF	155	\$ 350.00	\$ 54,250.00	\$ 297.00	\$ 46,035.00	\$ 300.00	\$ 46,500.00	\$ 395.00	\$ 61,225.00	\$ 520.50	\$ 80,677.50	\$ 485.00	\$ 75,175.00
5.09	FIRE HYDRANT ASSEMBLY	EA	15	\$ 5,200.00	\$ 78,000.00	\$ 4,750.00	\$ 71,250.00	\$ 4,800.00	\$ 72,000.00	\$ 4,000.00	\$ 60,000.00	\$ 5,155.00	\$ 77,325.00	\$ 5,000.00	\$ 75,000.00
5.10	AUTOMATIC FLUSHING ASSEMBLY	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 8,845.00	\$ 8,845.00	\$ 9,000.00	\$ 9,000.00	\$ 5,600.00	\$ 5,600.00	\$ 9,000.00	\$ 9,000.00	\$ 8,500.00	\$ 8,500.00
5.11	WATER MAIN TESTING AND DISINFECTION	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,225.00	\$ 4,225.00	\$ 4,300.00	\$ 4,300.00	\$ 10,080.00	\$ 10,080.00	\$ 4,500.00	\$ 4,500.00	\$ 5,400.00	\$ 5,400.00
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,315.00	\$ 6,630.00	\$ 3,300.00	\$ 6,600.00	\$ 2,900.00	\$ 5,800.00	\$ 3,305.00	\$ 6,610.00	\$ 3,000.00	\$ 6,000.00
6.02	STORM SEWER MANHOLE, SW-401, 72-INCH	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 6,735.00	\$ 6,735.00	\$ 6,700.00	\$ 6,700.00	\$ 5,900.00	\$ 5,900.00	\$ 7,150.00	\$ 7,150.00	\$ 6,200.00	\$ 6,200.00
6.03	INTAKE, SW-501	EA	4	\$ 3,600.00	\$ 14,400.00	\$ 3,015.00	\$ 12,060.00	\$ 3,000.00	\$ 12,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,620.00	\$ 10,480.00	\$ 2,900.00	\$ 11,600.00
6.04	INTAKE, SW-503	EA	4	\$ 4,200.00	\$ 16,800.00	\$ 5,525.00	\$ 22,100.00	\$ 5,500.00	\$ 22,000.00	\$ 6,100.00	\$ 24,400.00	\$ 4,900.00	\$ 19,600.00	\$ 4,850.00	\$ 19,400.00
6.05	INTAKE, SW-505	EA	10	\$ 4,200.00	\$ 42,000.00	\$ 4,975.00	\$ 49,750.00	\$ 5,000.00	\$ 50,000.00	\$ 4,000.00	\$ 40,000.00	\$ 4,685.00	\$ 46,850.00	\$ 4,900.00	\$ 49,000.00
6.06	INTAKE, SW-506	EA	8	\$ 6,000.00	\$ 48,000.00	\$ 6,985.00	\$ 55,880.00	\$ 7,000.00	\$ 56,000.00	\$ 7,100.00	\$ 56,800.00	\$ 7,255.00	\$ 58,040.00	\$ 7,500.00	\$ 60,000.00
6.07	SANITARY SEWER MANHOLE, SW-301, 48-INCH	EA	11	\$ 8,500.00	\$ 93,500.00	\$ 4,675.00	\$ 51,425.00	\$ 4,700.00	\$ 51,700.00	\$ 4,500.00	\$ 49,500.00	\$ 7,200.00	\$ 79,200.00	\$ 6,500.00	\$ 71,500.00
	DIVISION 7 - PAVEMENT AND APPURTENANCES														
7.01	PCC PAVING, 8-INCH W/ CD BASKETS	SY	29,979	\$ 59.00	\$ 1,768,761.00	\$ 42.50	\$ 1,274,107.50	\$ 49.50	\$ 1,483,960.50	\$ 43.35	\$ 1,299,589.65	\$ 50.50	\$ 1,513,939.50	\$ 42.50	\$ 1,274,107.50
7.02	PCC PAVING, 10-INCH W/ CD BASKETS	SY	957	\$ 73.00	\$ 69,861.00	\$ 75.00	\$ 71,775.00	\$ 75.00	\$ 71,775.00	\$ 76.50	\$ 73,210.50	\$ 70.00	\$ 66,990.00	\$ 75.00	\$ 71,775.00
7.03	PCC PAVING, 8-INCH COLORED W/ CD BASKETS	SY	626	\$ 120.00	\$ 75,120.00	\$ 90.00	\$ 56,340.00	\$ 105.00	\$ 65,730.00	\$ 110.00	\$ 68,860.00	\$ 107.00	\$ 66,982.00	\$ 108.00	\$ 67,608.00
7.04	PCC MEDIAN, 6-INCH	SY	238	\$ 85.00	\$ 20,230.00	\$ 43.50	\$ 10,353.00	\$ 97.00	\$ 23,086.00	\$ 44.40	\$ 10,567.20	\$ 90.00	\$ 21,420.00	\$ 43.50	\$ 10,353.00
7.05	PCC TRAIL/SIDEWALK, 5-INCH	SY	4,402	\$ 40.00	\$ 176,080.00	\$ 31.00	\$ 136,462.00	\$ 40.50	\$ 178,281.00	\$ 34.70	\$ 152,749.40	\$ 40.00	\$ 176,080.00	\$ 31.00	\$ 136,462.00
7.06	PCC TRAIL/SIDEWALK, 8-INCH	SY	253	\$ 46.00	\$ 11,638.00	\$ 40.00	\$ 10,120.00	\$ 38.00	\$ 9,614.00	\$ 44.00	\$ 11,132.00	\$ 90.00	\$ 22,770.00	\$ 40.00	\$ 10,120.00
7.07	PAINTED PAVEMENT MARKINGS	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 37,700.00	\$ 37,700.00	\$ 40,000.00	\$ 40,000.00	\$ 38,250.00	\$ 38,250.00	\$ 27,000.00	\$ 27,000.00	\$ 37,500.00	\$ 37,500.00
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 11,000.00	\$ 11,000.00	\$ 9,500.00	\$ 9,500.00	\$ 11,270.00	\$ 11,270.00	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00
7.09	DETECTABLE WARNING	SF	280	\$ 48.00	\$ 13,440.00	\$ 36.00	\$ 10,080.00	\$ 50.00	\$ 14,000.00	\$ 36.75	\$ 10,290.00	\$ 50.00	\$ 14,000.00	\$ 36.00	\$ 10,080.00
	DIVISION 8 - TRAFFIC SIGNALS (NOT USED)														
	DIVISION 9 - SITE WORK AND LANDSCAPING														
9.01	SEEDING, FERTILIZING, AND MULCHING - TYPE 1	AC	6	\$ 2,500.00	\$ 15,000.00	\$ 2,415.00	\$ 14,490.00	\$ 3,600.00	\$ 21,600.00	\$ 2,805.00	\$ 16,830.00	\$ 3,750.00	\$ 22,500.00	\$ 4,000.00	\$ 24,000.00
9.02	SEEDING, FERTILIZING, AND MULCHING - TYPE 2	AC	4	\$ 2,500.00	\$ 10,000.00	\$ 2,210.00	\$ 8,840.00	\$ 2,500.00	\$ 10,000.00	\$ 2,652.00	\$ 10,608.00	\$ 3,450.00	\$ 13,800.00	\$ 3,600.00	\$ 14,400.00
9.03	RECP BLANKET	SY	1,985	\$ 12.00	\$ 23,820.00	\$ 3.50	\$ 6,947.50	\$ 3.50	\$ 6,947.50	\$ 1.65	\$ 3,275.25	\$ 5.00	\$ 9,925.00	\$ 4.00	\$ 7,940.00
9.04	STABILIZED CONSTRUCTION ENTRANCE	SY	180	\$ 12.00	\$ 2,160.00	\$ 12.10	\$ 2,178.00	\$ 25.00	\$ 4,500.00	\$ 18.60	\$ 3,348.00	\$ 24.00	\$ 4,320.00	\$ 28.50	\$ 5,130.00
9.05	MOWING/TRIMMING	AC	10	\$ 150.00	\$ 1,500.00	\$ 302.00	\$ 3,020.00	\$ 225.00	\$ 2,250.00	\$ 128.00	\$ 1,280.00	\$ 250.00	\$ 2,500.00	\$ 80.00	\$ 800.00
9.06	TEMPORARY SEEDING AND MULCHING	AC	10	\$ 2,300.00	\$ 23,000.00	\$ 453.00	\$ 4,530.00	\$ 475.00	\$ 4,750.00	\$ 1,275.00	\$ 12,750.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00
9.07	LANDSCAPING	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 75,380.00	\$ 75,380.00	\$ 125,000.00	\$ 125,000.00	\$ 180,000.00	\$ 180,000.00	\$ 80,000.00	\$ 80,000.00	\$ 150,000.00	\$ 150,000.00
9.08	RIP RAP, CLASS E REVETMENT	TON	388	\$ 52.00	\$ 20,176.00	\$ 56.25	\$ 21,825.00	\$ 57.00	\$ 22,116.00	\$ 56.00	\$ 21,728.00	\$ 68.50	\$ 26,578.00	\$ 68.50	\$ 26,578.00
9.09	SILT FENCE, INSTALL & REMOVE	LF	6,200	\$ 2.75	\$ 17,050.00	\$ 1.75	\$ 10,850.00	\$ 1.75	\$ 10,850.00	\$ 1.53	\$ 9,486.00	\$ 1.50	\$ 9,300.00	\$ 2.00	\$ 12,400.00
9.10	FILTER SOCK	LF	1,000	\$ 2.25	\$ 2,250.00	\$ 1.75	\$ 1,750.00	\$ 1.75	\$ 1,750.00	\$ 1.53	\$ 1,530.00	\$ 3.00	\$ 3,000.00	\$ 3.00	\$ 3,000.00
9.11	INTAKE PROTECTION, DROP-IN	EA	44	\$ 170.00	\$ 7,480.00	\$ 25.15	\$ 1,106.60	\$ 25.00	\$ 1,100.00	\$ 170.00	\$ 7,480.00	\$ 175.00	\$ 7,700.00	\$ 120.00	\$ 5,280.00
	Total			\$ 5,342,556.50	\$ 4,279,790.00	\$ 4,613,425.50	\$ 4,649,240.71	\$ 4,669,693.70	\$ 5,350,304.05						

NOTICE OF AWARD

Date of Issuance:	September 4, 2019	
Owner:	City of Grimes, Iowa	Owner's Contract No.:
Engineer:	FOX Engineering	Engineer's Project No.: 1005-18B
Project:	SW County Line Road Improvements	Contract Name:
Bidder:	Concrete Technologies, Inc.	
Bidder's Address:	1001 SE 37 th Street	
	Grimes, IA 50111	

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 4, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

SW County Line Road Improvements, Grimes, Iowa.

The Contract Price of the awarded Contract is: \$4,279,790.00

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

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

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [Bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

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

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

Owner:

Authorized Signature

By:

Title:

Copy: Engineer



September 4, 2019

Mayor and City Council
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

SW County Line Road Improvements – Recommendation of Award
FOX Ref No: 1005-18B.440

Dear Mayor and City Council:

The City of Grimes received bids on September 4, 2019, for the SW County Line Road Improvements. The work consists of the addition of PCC paving a 5-lane boulevard section of SW County Line Road, approximately 4,400 feet in length from Highway 44 south. Work includes a round-a-bout, 10-foot-wide PCC trail, approximately 4,000 linear feet of sanitary sewer, 5,000 linear feet of water main, and 5,000 linear feet of storm sewer. Associated grading, restoration, and sediment controls are also included.

The City received five bids on the project ranging from \$4,279,790 to \$5,350,304.05. The bid tabulation is enclosed for your reference. The engineering opinion of cost construction cost for this work was \$5,340,000. The apparent low bid is \$1,060,210 below the engineering estimate.

Concrete Technologies, Inc. of Grimes, IA, submitted the low bid of \$4,279,790.00. Note that the total listed on Concrete Technologies, Inc. bid form had an addition error. FOX reviewed this error with Todd Clancy of Concrete Technologies, Inc. Todd has acknowledged the error and has indicated that Concrete Technologies, Inc. will honor the corrected total of \$4,279,790.00.

FOX has reviewed the bid tabulation and has identified the following items that combined to make the majority of the difference between the Engineers Estimate and the apparent low Bid Price (number represents savings compared to Engineers Estimate): 8" PCC Paving (\$513,433.50), Earthwork (including topsoil) (\$127,935.75), Mobilization (\$45,000.00), Sanitary Sewer Manholes (\$42,075.00), PCC Trail (\$41,136.00) These items account for \$769,580.25 of the difference in price. Concrete Technologies, Inc. has indicated that they intend to utilize their portable concrete plant for this project at a location near the site. This may have contributed to the relatively low pricing on the PCC items on this project.

Concrete Technologies, Inc. performs much of their work in central Iowa and specializes in concrete paving. In Grimes, they have successfully completed the NE Beaverbrooke Boulevard project in Heritage, East 1st Street Paving, and several private subdivisions. Concrete Technologies, Inc. is currently working on the SE 37th St. Project at HWY 141. Concrete Technologies Inc. has reviewed their bid, stated they have the ability/scheduling to complete the work by the various required project dates, and are excited about working with the City on this project.

FOX recommends that the SW County Line Road Improvements Project be awarded to Concrete Technologies, Inc. for their Total Base Bid of **\$4,279,790.00**. We believe this represents the lowest responsive, responsible bid for the project and is in the best interest of the City of Grimes.

The Public Hearing will be held on September 10, 2019, to approve the plans, specifications, form of contract, and estimated total cost of the project as required by Iowa Code Chapter 26.12. This hearing must be held prior to awarding the contract. A notice for the public hearing has been published as required by Iowa Code Chapter 362.3. The City must record its decision to approve the items considered at the public hearing by resolution. After the City Council passes a resolution to award the proposed contract, the City will send 2 originals of the unsigned contract to the low bidder.

Prior to the City of Grimes approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Grimes requirements.

According to bidding documents, the Council has the following options:

Option 1: Award the project to Concrete Technologies, Inc

Option 2: Reject all bids

We have enclosed the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then execute the contract documents. Please contact us with any questions or comments regarding this recommendation.

Sincerely,
FOX Engineering Associates, Inc.



John Washington, P.E.

Attachment: Bid Tab & Notice of Award

RESOLUTION 09-1019

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE
2019 SW COUNTY LINE ROAD IMPROVEMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2019 SW COUNTY LINE ROAD IMPROVEMENTS, described in the plans and specifications heretofore adopted by this Council on September 24, 2019 , be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of bid: _____

Portion of project: _____

Section 2. That the Mayor, City Administrator and Clerk are hereby directed to negotiate a written contract with the contractor for the construction of the public improvements, and present the proposed contract to the City Council for approval.

PASSED AND APPROVED this 24th day of September, 2019, by a vote of ____ to ____.

Mayor – Scott Mikkelsen

ATTEST:

City Clerk – Rochelle Williams



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of September 10, 2019

AGENDA HEADING: SW County Line Road Improvements – Public Hearing and Award of Construction Contract.

SYNOPSIS: The actions that are in front of the council are to hold a public hearing on the construction plans, specifications, form of contract and estimate of construction costs and awarding of the construction contract for the SW County Line Road Improvements project. This project was bid on September 4th, 2019 and the following are the results:

Concrete Technologies, Inc. - \$4,279,790.00
Alliance Construction Group, LLC - \$4,613,425.50
McAninch Corporation - \$4,649,240.71
Absolute Concrete Construction - \$4,669,693.70
CJ Moyna & Sons, Inc. - \$5,350,304.05
Engineering Estimate - \$5,342,556.50

The results from the project bidding were very favorable with only one bidder above the engineer's estimate and the low bidder over \$1,000,000 under. The low bidder is Concrete Technologies , Inc. of Grimes. They have done work in the past for the City of Grimes and are a contractor that does have the resources to complete this type of project. They are currently working on the SE 37th Street at Highway 141 project for the City of Grimes too.

FISCAL IMPACT: This project came in under the engineer's estimate and the City of Grimes will need to cover the costs above the amounts listed in the development agreement, which is anything over \$3,000,000.

PREVIOUS COUNCIL ACTION(S): Approval of a Development Agreement with Hope K. and setting the dates for the public hearing and bid letting.

BOARD/COMMISSION ACTION(S):



101 NE Harvey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

STAFF/COMMITTEE RECOMMENDATION: The staff recommends that the City Council holds a public hearing on the project and approves the resolution awarding the construction contract to Concrete Technologies, Inc. for \$4,279,790.00.



July 9, 2019

Associated Engineering Company of Iowa
Att: Vic Piagentini
1830 SE Princeton Drive, Suite M
Grimes, Iowa 50111

James Street Villas – Final Plat

FOX Ref No: 8630-16F.230

FOX Engineering has completed the second review of James Street Villas Final Plat as sent to FOX via email on June 26, 2019. Please address the following comments:

General Comments:

1. Please provide a fee payment of \$500 for review of the Storm Water Post-Construction Easement Agreement that will be required to be accepted prior to release of the Final Plat.
2. This Final Plat shall be subject to completion of all private/public improvements shown on the approved Preliminary Plat/Site Plan for James Street Villas. These incomplete improvements include (but are not limited to) the following:
 - a. Back Yard storm water swale
 - b. Placement of turnaround at the end of the drive lane
 - c. Trail
3. Parkland Dedication is required for this development. The Developer shall submit a plan to satisfy the Grimes Parkland Dedication Ordinance. A minimum of \$42,000 per acre is required.

Final Plat Comments:

4. The overall dimensions along the north and south lines of the subdivision should have crow's foot leader lines to show their beginning and end points.
5. Please add record bearings in addition to the distances shown on all lines being retraced.
6. The SW Corner of James Pointe is also the NW Cor. SE1/4, SE1/4 of Section 30-80-25. Please add that reference to the existing corner label.
7. Please add recorded bearing and distance for the overall length of the north line of the SE1/4, SE1/4. Your measured distance differs from the record distance, as shown on the plat of James Pointe.
8. You show a government corner labeled as "NE Corner Sec. 30-80-25". This is actually the E1/4 Corner. Regardless, it is unnecessary to show that corner at all as you have ties to two other government corners along the north line of this plat.
9. Please add a note to indicate the proposed use for Outlot Y.
10. Although the term "Outlot" is commonly used and accepted to mean a tract of land set aside for a use other than development in the current platting, it doesn't appear in either the Iowa Code or Grimes Ordinance. Please add a statement under "Notes" substantially similar to "No development may occur on Outlots X or Y of this plat until said outlots have been further subdivided into numbered lots and approved by the City of Grimes.

-
11. The weight of the line used for the outer subdivision boundary obscures the corner monument labels to the point that it is difficult to distinguish between found and set corner monuments. This will become even more difficult as this plat is duplicated and/or reduced in scale for various uses. Either use a thinner line, while maintaining the darkness to differentiate from lot lines, or enlarge the corner labels.
 12. Please enlarge the text in the surveyor's certification to a more readable size.
 13. Please remove the lines and reference to Lot A, Hotovec Plat 1, yet show the centerline of James Street as noted in the first review of this plat. Show the centerline as a dash-dot line type to differentiate it from the other lines.
 14. Please add the text "A subdivision of" to the beginning of the legal description.
 15. There is a random symbol on the line between Lots 3B and 4A. Either add it to the legend or, if unimportant, remove it from the plat.
 16. There is an 'X' on the plat near the SE corner of Lot 1A. Either add it to the legend or, if unimportant, remove it from the plat.
 17. There is a single dotted line that runs into Outlot X. It appears to be an extension of the south line of the water main easement. Identify this line or, if unimportant, trim it back to the west line of Outlot Y.
 18. There is a single dimension of "61.08'" on the south line near the SW corner of the subdivision. It is unclear what this dimension is for. Either identify what is being dimensioned or remove it from the plat.
 19. Please update the flood boundary lines and map information to reflect the most recent (2/01/2019) map revision.
 20. Place a note on the plat stating that Lot A is being dedicated to the City of Grimes for public right of way.
 21. Per the agreement with City of Grimes for modified building setbacks, show the 25' front setback line in Lots 1A-5B, measured from the north line of NW 22nd Court, and add a note that references the granted variance to the R-2 Bulk Regulations. In that same note, address the modified setback (reduced from 30' to 25') along James Street in Lot 1A. Remove the text "From edge of pavement 25 feet" from the R-2 bulk regulations as that is not in the R-2 regulations.
 22. 166.09.09, the following shall also be attached to and accompany the Final Plat:
 - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
 - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
 - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
 - d. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.

-
- e. Please provide easement documents (forms) and all legal for review by Grimes City Attorney, Alecia Meuleners (Meuleners@whitfieldlaw.com). Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
 - f. Please send the easement legals (PDF) to John Gade (jmg@foxeng.com) for review.
23. Please provide a 4-year maintenance bond for all the utilities that will be dedicated to the city (water/sewer). The City Engineer shall review the cost estimates for all improvements to verify the bond amount.
24. Please submit a check for \$10,000 to cover the submittal requirements for Record Drawings associated with public improvements. This check will be returned once the Record Drawings are approved. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.
25. Once the Final Plat has been accepted by P&Z and Council, the City requires the following:
- a. Signed PDF
 - b. 1 Mylar - Signed
 - c. Resolution - The City holds the resolution until all legals, comments, and subdivision punchlist have been addressed.
 - d. Filing - The Developer files the plat once the City releases the resolution.
26. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.

FINAL PLAT SUBMITTAL SCHEDULE:

SUBMITTAL DEADLINE: July 30, 2019 @ 9am (submit revised plan to apfaltzgraff@grimesiowa.gov)

PLANNING & ZONING: August 6, 2019 at 5:30 at the Grimes City Hall

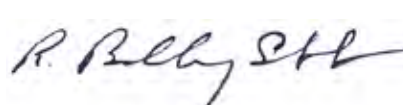
COUNCIL MEETING: August 13, 2019 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact John Gade or Mitch Holtz at (515) 233-0000.

FOX ENGINEERING ASSOCIATES, INC.



Mitch Holtz, P.E.



Brad Stumbo, P.L.S.

Copy to: Alex Pfaltzgraff – Grimes Development Services Director



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of September 10, 2019

AGENDA HEADING:

Approval of Final Plat for James Street Villas

SYNOPSIS:

The site is currently a vacant townhome lot, of which the public improvements are nearing completion.

The Plat will allow for the development of 10 townhome units, along a private drive off of N. James Street.

The only change from the Preliminary Plat is the incorporation of Outlet Y. Outlot Y is reserved for future development, which will consist of 4 additional townhome units.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve James Street Villas – Preliminary Plat

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning Commission, 9/3/2019

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the James Street Villas Final Plat, subject to any remaining staff comments.

INDEX LEGEND	
LOCATION:	N JAMES, ST. GRIMES, IA PARCEL A HOTOVEC PLAT I AS SHOWN IN BOOK 9204 PAGE 29
REQUESTOR:	HOMES BY ADVANTAGE LLC
PROPRIETOR:	HOMES BY ADVANTAGE LLC
SURVEYOR:	GREGORY L. ROSS, IA PLS NO. 13286
COMPANY:	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR, SUITE M GRIMES, IA 50111
RETURN TO:	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR, SUITE M GRIMES, IA 50111
AREA ABOVE FOR RECORDATION ONLY	

JAMES STREET VILLAS

CITY OF GRIMES - POLK COUNTY - IOWA - FINAL PLAT - SHEET 1 OF 1

OWNER/DEVELOPER

HOMES BY ADVANTAGE LLC
6250 NW BEAVER DR UNIT 6
JOHNSTON, IA 50131
CONTACT: KIRK A HESSE
PHONE: (515) 208-TTIT

BULK REGULATIONS

SETBACK REQUIREMENTS PER R-2 ZONING
FRONT YARD 30 FEET
REAR YARD 25 FEET
SIDE YARD
1-1/2 STORIES 7/14
2-3 STORIES 10/20

THE CITY OF GRIMES GRANTED A VARIANCE THAT REDUCED THE FRONT SETBACK TO 25' FROM THE EDGE OF PAVEMENT. THIS IS SHOWN ON THE PLAT AS THE 6' SETBACK LINE.

GREEN SPACE REQUIRED 40%

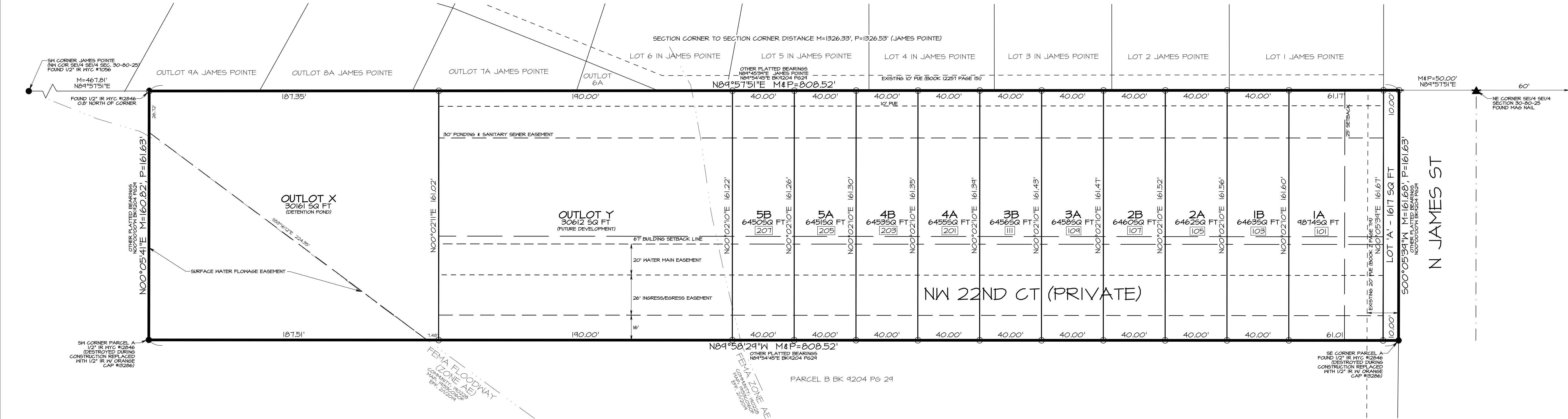
LEGAL DESCRIPTION

A SUBDIVISION OF PARCEL A OF LOT 1 IN HOTOVEC PLAT I, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, AS SHOWN BY PLAT OF SURVEY FILED JUNE 28, 2002, IN BOOK 9204, PAGE 29 OF THE POLK COUNTY RECORDER.

SAID PARCEL CONTAINS 2.98 ACRES.

NOTES

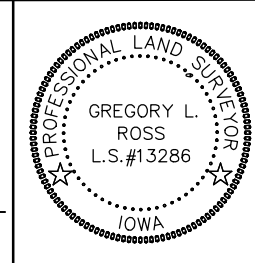
- 1) NO DEVELOPMENT MAY OCCUR ON OUTSLOTS X OR Y OF THIS PLAT UNTIL SAID OUTLOTS HAVE BEEN FURTHER SUBDIVIDED INTO NUMBERED LOTS AND APPROVED BY THE CITY OF GRIMES.
- 2) LOT A IS BEING DEDICATED TO THE CITY OF GRIMES FOR PUBLIC RIGHT OF WAY.
- 3) BASIS OF BEARINGS: IOWA STATE PLANE COORDINATE SYSTEM - IOWA SOUTH ZONE.



CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. LICENSE RENEWAL DATE: DEC 31 2020 PAGES COVERED BY THIS SEAL: THIS PAGE ONLY

SIGNED: GREGORY L. ROSS P.L.S. 13286 DATE:



LEGEND

- MONUMENT FOUND AS NOTED
- SET 1/2" IR NY ORANGE CAP #13286
- ▲ SECTION CORNER FOUND AS NOTED
- △ SECTION CORNER SET AS NOTED
- M= MEASURED DISTANCE OR BEARING
- P= RECORDED DISTANCE OF BEARING

ASSOCIATED ENGINEERING
AEC COMPANY OF IOWA
1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157

PROJECT #: 206392
REVISED 7/30/19 PER CITY COMMENTS DATED 7/19/19



ORDINANCE 730

AN ORDINANCE AMENDING GRIMES SECTION 92.02(1) AND 92.05(5) WITH REGARD TO WATER SERVICE RATES AND WATER SERVICE RESTORATION FEES, AND SECTION 99.04(2) WITH REGARD TO SEWER SERVICE RATES

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Section 92.02(1), 92.05(5) and 99.04(2) to increase the amount charged for water and sewer rates in order to adjust for increasing costs of maintenance, construction, production, storage and treatment of water and sewage, and to define fees charged for restoration of water service.

SECTION 2. Amendment.

Grimes Code of Ordinances Sections 92.02(1) and 92.05(5) relating to water rates and fees to restore water service are stricken, and are replaced as follows:

92.02 RATES FOR SERVICE AND METER RENTALS. Water service shall be furnished at the following monthly rates within the City:

1. Residential and Commercial Rates. The charge for water for residential and commercial use is \$8.87 per each thousand gallons used.

The minimum charge per month shall be \$8.87 and includes the first 1,000 gallons of water consumption. In computing the minimum for a multi-unit complex served by one water meter, the monthly minimum charge will be based on the number of units per complex. To arrive at the minimum charge for a multi-unit complex, the City will multiply the number of units in the complex by \$8.87. Additional charges will apply for usage in excess of the gallons included in the minimum fees. The City will only bill the property owner of the multi-unit complex. The property owner will be responsible for the payment of the water charges. A partial month of water service shall be prorated.

Grimes Code of Ordinance Section 92.05 (5) Service Discontinued adding language to clarify when services will be restored.

5. Fees. A turn-on fee of twenty-five dollars (\$25.00) will be charged to restore water service during regular working hours defined as 8:00 a.m. to 3:00 p.m. on regular City work days of Monday through Friday, and a turn-on fee of fifty dollars (\$50.00) will be charged before service is restored at any other time including weekends and holidays. Delinquent water payments made to the City after 5 p.m. will result in restored water service on the next regular City work day. No turn-on fee or service fee shall be charged to establish water service as the result of a change in occupancies of a property where there is no delinquent water service charge.

Grimes Code of Ordinance Section 99.04(2) relating to sewer rates is stricken, and is replaced as follows:

99.04 SEWER USER CHARGE SYSTEM. Each user shall pay for the services provided by the City based on said user's use of the wastewater treatment works as determined by a water meter or a sewer meter acceptable to the City.

...

2. A. Individual Sewer Service-The minimum charge per month for individual sewer service shall be \$6.65 and includes the first 1,000 gallons. The minimum charge shall be paid by the user responsible for the water meter. A partial month of sewer service shall be prorated.

Additional usage charges will apply for usage in excess of the gallons included in the minimum fees. Each user responsible for a water meter (except as provided in subsection 3 of this section) shall pay a usage charge of \$6.65 per thousand gallons for all usage in excess of 1,000 gallons.

B. Multi-Unit Sewer Service with One Meter-In computing the minimum monthly charge for a multi-unit complex served by one water meter, the monthly minimum charge will be based on the number of units per complex. To arrive at the minimum fee for a multi-unit complex, the City will multiply the number of units in the complex by \$6.65. Additional charges will apply for usage in excess of the gallons included in the minimum fees. The City will only bill the property owner of the multi-unit complex. The property owner will be responsible for the payment of the sewer charges. A partial month of sewer service shall be prorated.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. 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 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ____ day of _____ and approved on this ____ day of _____, 2019.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

AIA Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

For the purpose of this agreement, wherever the term “Architect” is used, it shall mean “Landscape Architect”.

AGREEMENT made as of the Twenty-Second day of August in the year Two Thousand Nineteen.
(In words, indicate day, month and year.)

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

Weston Wunder
Public Works Director
City of Grimes
1700SE Destination Drive,
Grimes, IA 50111
Phone Number: 515-986-3696

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

RDG IA Inc
d/b/a RDG Planning & Design
301Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3414
Fax Number: 515-288-8631

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

Planning, Design and Documentation
City of Grimes, Iowa

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND 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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined by project-specific amendment.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined by project-specific amendment.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined by project-specific amendment.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To be determined by project-specific amendment.

- .2 Construction commencement date:

To be determined by project-specific amendment.

- .3 Substantial Completion date or dates:

To be determined by project-specific amendment.

.4 Other milestone dates:

To be determined by project-specific amendment.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined by project-specific amendment.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Weston Wunder
Public Works Director
City of Grimes
1700SE Destination Drive
Grimes, IA 50111
Tel 515-986-3696

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined by project-specific amendment

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined by project-specific amendment

.2 Civil Engineer:

Gregory M. Pierce, PE
Civil Engineer
Water Resource Engineer
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Tel: 515.288.3141
Dir: 515.309.3277

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Survey—TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mike Bell
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Tel: 515-288-3141

Jason Blome
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Tel: 515-288-3141

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined by project-specific amendment.

.2 Mechanical Engineer:

RDG Planning & Design

.3 Electrical Engineer:

RDG Planning & Design

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be determined by project-specific amendment.

§ 1.1.12 Other Initial Information on which the Agreement is based:

To be determined by project-specific amendment.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite RDG BIM Project Execution Plan-AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, 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, however the Architect is not responsible to coordinate the Owner's or Owner's consultants' services. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness 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.

§ 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, 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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 acknowledges 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 which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges 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 negligence 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 existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. 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. 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, concealed or unknown conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

§ 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, the proposed procurement and 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, if any, to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project 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 representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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, 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 other appropriate elements. 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 prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 prepared in accordance with Section 6.3.

§ 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 PROCUREMENT 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 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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 facilitating the distribution 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;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 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 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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™–2017, General Conditions of the Contract for Construction as modified by RDG IA Inc in the form attached as Exhibit B. If the Owner and Contractor modify AIA Document A201–2017, 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 the Architect's negligent acts 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 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, 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-cam/videos/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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, 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 and the Owner 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 A201-2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 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 of the schedule. 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 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, 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 by the Architect and the Owner, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the 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 order 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 Section 4.2, 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:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, 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 Substantial Completion has been achieved, 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 SUPPLEMENTAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Not</u> <u>Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not</u> <u>Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not</u> <u>Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not</u> <u>Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not</u> <u>Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not</u> <u>Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not</u> <u>Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not</u> <u>Provided</u>
§ 4.1.1.9 Landscape design	<u>Not</u> <u>Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not</u> <u>Provided</u>
§ 4.1.1.11 Value analysis	<u>Not</u> <u>Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not</u> <u>Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not</u> <u>Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not</u> <u>Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not</u> <u>Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not</u> <u>Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not</u> <u>Provided</u>
§ 4.1.1.18 Facility support services	<u>Not</u> <u>Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not</u> <u>Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not</u> <u>Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not</u> <u>Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not</u> <u>Provided</u>
§ 4.1.1.23 Commissioning	<u>Not</u> <u>Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not</u> <u>Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not</u> <u>Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not</u> <u>Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not</u> <u>Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not</u> <u>Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not</u> <u>Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not</u> <u>Provided</u>

§ 4.1.2 DESCRIPTION OF SUPPLEMENTAL SERVICES

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

NA

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation for transmission to the Owner's consultants and 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, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or 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.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (To be determined by project-specific amendment) visits to the site by the Architect during construction

- ~~.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4 One (1) inspection inspections for any portion of the Work to determine final 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.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed (To be determined by project-specific amendment) 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.

§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 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 other 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 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 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 provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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 or mechanical, electrical, or building envelope as required by code.

§ 5.10 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.

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 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.

§ 5.15 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. 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, 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, at the Owner's cost.

§ 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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 If the Owner chooses to proceed under Section 6.6.4, the Architect, 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. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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.

§ 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 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 and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 authors 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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. All claims and causes of action between the Owner and the Architect arising out of or related to this Agreement or the Work, whether based in contract, tort, warrant or otherwise, shall be deemed to have accrued and the applicable statute of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of insurance of final Certificate of Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed, and also in no event shall any claim or cause of action be brought 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 A201-2017, 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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.~~

§ 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.)

☐ ~~Arbitration pursuant to Section 8.3 of this Agreement~~

☒ Litigation in a court of competent jurisdiction

~~[] Other: (Specify)~~

If the Owner and Architect do not select a method of binding dispute resolution, 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.

§ 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.~~

~~§ 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.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of 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 Owner shall pay the Architect 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be determined by project-specific amendment.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined by project-specific amendment.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 9.7.

§ 9.10 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.

§ 9.11 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, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction in the form attached to this Agreement as Exhibit B.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

To be determined by project-specific amendment

- .2 ~~Percentage Basis~~
(~~Insert percentage value~~)

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

- .3 ~~Other~~
(~~Describe the method of compensation~~)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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 C and incorporated herein by this reference.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, 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 C and incorporated herein by this reference.

§ 11.4 Compensation for Supplemental and 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 ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~§ 11.6.1 When compensation is on a percentage basis 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. 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 are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Standard Hourly Rate Schedule incorporated herein as Exhibit C.

~~Employee or Category~~

~~Rate (\$0.00)~~

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 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 ten percent (10%) of the expenses incurred.

§ 11.9 ARCHITECT'S INSURANCE. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 INITIAL PAYMENTS

§ 11.10.1.1 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.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ??? (\$???) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 PROGRESS PAYMENTS

§ 11.10.2.1 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.

§ 11.10.2.2 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 or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

(Include other terms and conditions applicable to this Agreement.)

§ 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 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.

§ 12.3 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.

§ 12.4 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.

§ 12.5 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, 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 the Owner and Architect.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect as modified by RDG IA Inc and Owner
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- i. Scope of Services attached hereto and incorporated herein by this reference as Exhibit A to this AIA B101
- ii. A201™–2017, General and Supplementary Conditions of Contract for Construction, as modified by RDG and Owner attached hereto and incorporated herein by this reference as Exhibit B to this AIA B101
- iii. Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference as Exhibit C to this AIA B101
- iv. AIA B101, Amendments

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

NA

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

OWNER

(Signature)
Scott Mikkelsen
Mayor

(Printed name and title)

ARCHITECT

(Signature)
Scott Crawford, PLA, ASLA, LEED® AP
Principal

(Printed name and title)

SIGN HERE

scope of services

The scope of services for each individual project is described with an associated Amendment.

AIA Document A201™ – 2017

General Conditions of the Contract for Construction

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

Planning, Design and Documentation
City of Grimes, Iowa

THE OWNER:
(Name, legal status and address)

Weston Wunder
Public Works Director
City of Grimes
1700SE Destination Drive,
Grimes, IA 50111
Phone Number: 515-986-3696

THE ARCHITECT:
(Name, legal status and address)

RDG IA Inc
d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3414
Fax Number: 515-288-8631

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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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™– 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct

communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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

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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 7.3.4 shall be limited to the following:

- 1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- 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, directly related to the change; and
- 5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any

tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 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' 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 shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. 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 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, a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- 3** terms of special warranties required by the Contract Documents; or
- 4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 under 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

SECTION 00 73 13 – SUPPLEMENTARY CONDITIONS**GENERAL**

The following supplements modify AIA Document A201–2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS**1.2 Correlation and Intent of the Contract Documents**

Add Section 1.2.4 to 1.2:

- 1.2.4 The terms and conditions of the Contract Documents, including but not limited to the General Conditions, the Supplementary Conditions, and Division 01 Specification Sections, apply to all Sections of the Specifications.

1.7 Digital Data Use and Transmission

Add Sections 1.7.1 and 1.7.2 to 1.7:

- 1.7.1 Instruments of Service transmitted in digital form or any other information or documentation transmitted in digital form are not Contract Documents. Discrepancies may exist between digital data files and corresponding hard-copy Contract Documents including, but not limited to, subsequent modifications to the Contract Documents. In the event of a conflict between the Contract Documents and the digital data files, the Contract Documents shall govern. Users of digital data files shall be responsible for confirming the accuracy and completeness of the files relative to current Contract Documents.
- 1.7.2 Data contained in Architect provided digital data files, at the time of transfer to third parties, are part of the Architect's Instruments of Service and shall not be used by anyone receiving this data for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by others is prohibited. Users of these digital data files shall agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action or any nature against the Architect, its officers, consultants, directors, agents, and sub-consultants, and any employees of them, that may arise out of or in connection with use of these digital data files. Furthermore, users shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect, its officers, consultants, directors, agents, and sub-consultants, and any employees of them, from and against any and all claims, causes of action, damages, liabilities and costs, including, but not limited to, reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these digital data files.

1.8 Building Information Models Use and Reliance

Modify Section 1.8 as follows:

Replace AIA Document G202™–2013, Project Building Information Modeling Protocol Form with RDG BIM Project Execution Plan.

ARTICLE 3 - CONTRACTOR

[3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.]

3.6 Taxes:

Add Section[s **3.6.1 through 3.6.4**] to 3.6:

- 3.6.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this project.

- [3.6.2 This Project is Iowa sales tax exempt. Persons shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer. Said taxes shall not be included in the bid value for this Project.]
- [3.6.3 The Owner shall issue an authorization letter and an exemption certificate to the Contractor, subcontractor, builder, or manufacturer to be used as provided in Iowa Code. The authorization letter and the exemption certificate shall specify the construction project to which they apply and shall be valid only for that project. The Owner shall notify the Iowa Department of Revenue that such authorization letter and exemption certificate have been issued. The notification shall, to the extent practicable, describe the project and identify the Contractors, subcontractors, builders, and manufacturers which will be using the letter and certificate.]
- [3.6.4 The Contractor shall provide to the Owner a listing of Contractors, subcontractors, builders, and manufacturers which will be purchasing tangible personal property for this Project and request the owner provide an authorization letter and an exemption certificate relative to Article 3.6.2 above.]

3.7 Permits, Fees, Notices, and Compliance with Laws

Modify Section 3.7.5, so that the section now reads as follows:

- 3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, ~~or recognizes the existence of~~ burial markers, archeological 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 or good faith belief of such existence of such remains or features may be made as provided in Article 15.

Add Section 3.7.6 to 3.7:

- 3.7.6 Plan reviews which may be required by the State of Iowa Building Code Commissioner for 661 Iowa Administrative Code Chapter 200 Fire Marshal Administration or 661 Iowa Administrative Code Chapter 300 State Building Code - Administration shall be secured by the Architect and paid for by the Owner. Exception: Fire Alarm and Automatic Sprinkler System plan reviews and fees shall be paid by the Contractor.

3.9 Superintendent

Add the following Section 3.9.4 to 3.9:

- 3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for structural, mechanical, and electrical Work. The coordinator shall be knowledgeable in structural, mechanical, and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the structural, mechanical, and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of structural, mechanical, and electrical equipment to the site.

3.10 Contractor's Construction Schedules

Delete the last sentence of Section 3.10.2.

3.12 Shop Drawings, Product Data and Samples

Add Section 3.12.11 and 3.12.12 to 3.12:

3.12.11 The Architect's and it's consultant's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

3.12.12 The Architect's and it's consultant's review of Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect shall entitle the Owner to deduct from the Contract Sum amounts paid to the Architect for review of such out of sequence submittals.

3.18 Indemnification

Delete Section 3.18.1 and replace with the following:

3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's Consultants, and their agents and employees from and against any and all claims, causes of actions, damages, losses and expenses, including but not limited to attorney's' fees, arising out of or resulting from the performance or prosecution of the Work by the Contractor, it's subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, it's subcontractors, agents, or employees in the performance of any duties imposed by the contract or by law; provided that any such claim, damage, loss, or expense:

- 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and
- 2) is caused in whole or in part by any fault, negligence, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them and/or anyone for whose acts any of them may be liable, and including any of their employee's injury or damages caused in whole or in part by the negligence of the same employee.
Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Section 3.18.1.

Add new Section 3.19

3.19 Iowa Code Chapter 573 Claims

3.19.1 Contractor shall secure discharge by separate surety bond or otherwise of any 573 Claim that arises from Contractor's dealings with subcontractors or suppliers, or from any subcontractor's dealings with sub-subcontractors or suppliers. Contractor shall indemnify the Owner for any costs the Owner may sustain due to the filing of any Iowa Code Chapter 573 Claims arising from Contractor's dealings with subcontractors or suppliers, including the price of any bond to discharge said claims and reasonable attorney's fees incurred in defending said claims. The Owner shall retain all rights to make any claims or pursue any remedies it might have in contract or common law against the Contractor or surety. After Contractor's discharge by separate surety bond or otherwise of any 573 claim, Owner shall waive all rights to withhold double (or any part of) said 573 claim.

ARTICLE 4 - ARCHITECT

4.2 Administration of the Contract

Delete last sentence of Section 4.2.10.

Modify 4.2.11 by adding underlined words, so that the section now reads as follows:

- 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 in writing or otherwise with reasonable promptness.

Modify 4.2.14 by adding underlined words, so that the section now reads as follows:

- 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 in writing 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 7 - CHANGES IN THE WORK

7.2 Change Orders:

Add Section 7.2.2 to 7.2:

- 7.2.2 Contractor shall comply with the following provisions in determining any change in contract cost.

- .1 For the Prime Contractor, any changes or additions to the work which involve extra cost and for which the additional cost is determined by mutual agreement on a lump sum amount, shall be handled on the basis of net cost plus 10 percent; this percentage shall include overhead and profit. 'Cost' shall include all items of material and labor, including pro rata charge for foreman, use of power tools and equipment (for the time actually used), power, bond premium, liability, compensation, insurance, and automobile insurance. Social security insurance, old age, and unemployment insurance may be considered as cost, but these items will not carry the 10 percent for overhead and profit. When requested, the Contractor shall furnish evidence of net cost by means of invoices and certified time records.
- .2 When the Prime Contractor seeks the work of a change order through the quotation of a subcontractor(s), the cost submitted to the Owner will list a total maximum of 15 percent overhead and profit for all Contractors. Ten percent (10%) overhead and profit will be allowed for the Contractor actually performing the work. The remaining 5 percent will be allowed for coordination of the work by the Prime Contractor.
- .3 Changes in the work involving credits for work not performed shall be made on the basis of total cost. Contractor mark-up for profit and overhead shall be included in the construction cost change.
- .4 The Contractor shall furnish to the Architect an itemized breakdown of quantities and prices on all changes. Degree and detail of breakdown shall be at the Architect's discretion, but, in general, shall be in such detail appropriate to the size and scope of the change so as to allow timely and meaningful evaluation.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 Applications for Payment

- 9.3.1 Add the following sentence to Section 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

Add Section 9.3.1.3 to 9.3.1:

- 9.3.1.3 The Owner will retain five percent (5%) of each Application for Payment in accordance with Section 573.12 of the Code of Iowa:

- .1 Retainage will be held 30 days after completion and final acceptance of the Work, unless otherwise requested by the Contractor in accordance with Section 26.13 of the Code of Iowa.
 - .1 At the end of the 30 day period, the Owner will continue to hold double the total amount of all claims on file and the estimated value of incomplete work.
- .2 A request for early release of retained funds will only be considered upon completion of the following:
 - .1 Substantial Completion of the Work substantiated by an executed Certificate of Substantial Completion.
 - .2 Notification to all known suppliers, subcontractors, and sub-subcontractors of the Contractor's intent to request a release of retained funds in compliance with Section 26.13 of the Code of Iowa.
 - .3 Receipt of an itemized, tabulated list prepared by the Contractor of all incomplete or nonconforming work items, including valuation of each work item listed. Include separate columns for labor and material for each item listed. Upon approval, this list shall be incorporated into the Schedule of Values for subsequent payment applications. All values shall be listed as double the estimated value of work item.
 - .5 G706 - Contractor's Affidavit of Payment of Debts and Claims.
 - .6 G706A - Contractor's Affidavit of Release of Liens.
 - .7 G707 - Consent of Surety to Final Payment.
 - .8 Evidence of continuation of liability coverage, including coverage for completed operations in accordance with Section 11.1 of AIA General Conditions.

9.5 Decisions to Withhold Certification

Delete Section 9.5.3 in its entirety.

9.6 Progress Payments

Delete Section 9.6.4 and replace with the following:

- 9.6.4 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.

9.8 Substantial Completion

Add Section 9.8.3.1 and 9.8.3.2 to 9.8.3:

- 9.8.3.1 The Architect shall not be required to make 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 are necessary 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.
- 9.8.3.2 The Architect's inspection of any portion of the Work to determine whether such portion of the Work is substantially complete will be limited to an initial inspection and one (1) re-inspection. Additional re-inspections will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such additional re-inspections.

Delete Section 9.8.5 and replace with the following:

- 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.

9.10 Final Completion and Final Payment

Add the following Section 9.10.1.1 to Section 9.10.1:

PROJECT NAME
PROJECT NUMBER

SUPPLEMENTARY CONDITIONS
00 73 13 - 5

- 9.10.1.1 The Architect's inspection of the Work to determine whether the Work is acceptable for Final Completion and Final Payment will be limited to one (1) inspection. Additional re-inspections will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such additional re-inspections.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

- 10.2.5 Modify line 6 of this Section to read as follow: "...to the extent such damage or loss is attributable to the negligent acts, errors, or omissions of the Owner or Architect or anyone ..."

10.3 Hazardous Materials

- 10.3.3 Modify beginning of this Section to read as follows: "To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against any and all claims....."

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 Governing Law

Delete 13.1 and replace with the following:

- 13.1 The Contract shall be governed by the law of the place where the Project is located.

Add Section 13.1.2 as follows:

- 13.1.2 Compliance with Law Provision: The Contractor agrees that he will comply with all applicable Federal, State, and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, parts 1910 and 1926 as amended and as enforced by the State of Iowa.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 Termination By The Owner For Cause:

Add Section 14.2.5 to 14.2:

- 14.2.5 Provisions of law pursuant to the Code of Iowa, Act to Provide for Termination of Contracts for Construction of Public Improvements when construction work or work thereon is stopped because of a National Emergency, shall apply to and become a part of this contract and shall be binding upon all parties hereto, including Subcontractors and Sureties upon any Bond given or filed in connection herewith.

ARTICLE 15 – INITIAL DECISION

15.1.6 Claims for Additional Time

Add the following Sections 15.1.6.3 and 15.1.6.4 to Section 15.1.6:

- 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
- 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

15.4 Arbitration:

Delete Sections 15.4 Arbitration in its entirety.

END OF SECTION 00 73 13

Effective January 1, 2019*

standard hourly rate schedule

TITLE	RATE/HOUR
Principal Emeritus.....	\$240.00
Principal	\$240.00
Principal	\$215.00
Architect.....	\$185.00
Architect.....	\$175.00
Architect.....	\$160.00
Architect.....	\$135.00
Architect.....	\$125.00
Architect.....	\$105.00
Architectural Intern	\$100.00
Architectural Intern	\$95.00
Architectural Intern	\$90.00
Architectural Intern	\$88.00
Architectural Technician	\$125.00
Architectural Technician	\$110.00
Landscape Architect	\$160.00
Landscape Architect	\$135.00
Landscape Architect	\$130.00
Landscape Architect	\$125.00
Landscape Architect	\$105.00
Landscape Architect	\$95.00
Landscape Architectural Intern	\$90.00
Landscape Architectural Intern	\$88.00
Partner Emeritus.....	\$240.00
Water Resource Engineer.....	\$185.00
Water Resource Engineer Intern.....	\$110.00
Conservation and Community Outreach Specialist.....	\$125.00
Professional Engineer	\$215.00
Professional Engineer	\$160.00
Engineering Technician.....	\$110.00
Interior Designer	\$160.00
Interior Designer	\$130.00
Interior Designer	\$125.00
Interior Designer	\$90.00
Interior Design Intern	\$88.00
Lighting Designer.....	\$215.00
Lighting Designer.....	\$110.00
Artist.....	\$130.00
Artist.....	\$88.00
Multi Media Designer	\$125.00
Multi Media Designer	\$90.00
Videographer	\$110.00
Client Development Director	\$160.00
Marketing Coordinator	\$115.00
Project Administrator	\$185.00
Project Manager	\$110.00
Project Manager	\$86.00
Project Coordinator	\$86.00
Office Administrator	\$86.00
Office Assistant.....	\$50.00

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



AIA document B101, amendment #1

Standard Form of Agreement Between Owner and Architect
dated August 22, 2019 between **The City of Grimes** and **RDG IA Inc**
The Agreement provides for professional design services for the following project:
North Sports Complex

Date of this Amendment: September 3, 2019

RDG Project No.: R3003.702.00

For the purpose of this agreement, wherever the term “Architect” is used, it shall mean “Landscape Architect”.

The B101 Agreement shall be amended as follows:

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Under this amendment, there will be two work efforts:

WORK EFFORT NO. ONE: TERRACE AND SEAT WALL FULL SERVICE DESIGN

Work Description to Include

- Expand the PCC pavement around the concession stand to the north. This will require a retaining wall that will become a seating wall.

Services Included

- Programing
- Preliminary Design
- Final Design
- Opinion of Probable Construction Cost
- Bid Period Services
- Construction Observation

Services Not Included

- Topographical Survey
- Geotechnical Report
- Archeological Survey

WORK EFFORT NO. TWO: SCHEMATIC DESIGN FOR RECOMMENDED PARK IMPROVEMENTS

Work Description to Include

- Trail Connection – Design a trail connection on the south side of the ball field. This will provide trail connection from the east side of the park to the bridge and adjoining trail system.
- Shade Structure – Design a shade structure (tensile canopy)
- Maintenance Facility – Document facility in auto cad and update park plan.
- Playground – Design park facility
- Parking Lot – Coordinate design with City staff. Document facility in AutoCAD and update park plan.

Services Included

- Programing



- Schematic Design
- Update park plan
- Opinion of Probable Construction Cost

Services Not Included

- Topographical Survey
- Geotechnical Report
- Archeological Survey

TERRACE AND SEAT WALL FULL SERVICE DESIGN

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined during the design process.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Estimated Construction Cost: To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Schedule for this project: TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The City will construct the Terrace and Trail facilities and all associated work.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:



No Structural Engineer will be required

- .2 Mechanical Engineer:

RDG Planning & Design

- .3 Electrical Engineer:

RDG Planning & Design

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:

None at this time

§ 4.2.5 If the services covered by this Agreement have not been completed within eight (8) 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.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

\$500.00

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$5,000.00

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum

(Insert amount)

Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)

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



- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- i. AIA Document E203 dated September 10, 2019 as modified by RDG IA Inc and Owner attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101

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

OWNER: City of Grimes

(signature)

Scott Mikkelsen
Mayor

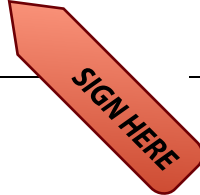
(printed name and title)

ARCHITECT: RDG IA Inc

(signature)

Scott Crawford, PLA, ASLA, LEED® AP
Principal

(printed name and title)



AIA document B101, amendment #2

Standard Form of Agreement Between Owner and Architect
dated August 22, 2019 between **The City of Grimes** and **RDG IA Inc**
The Agreement provides for professional design services for the following project:
Multipurpose Building

Date of this Amendment: September 3, 2019

RDG Project No.: R3003.704.00

For the purpose of this agreement, wherever the term “Architect” is used, it shall mean “Landscape Architect”.

The B101 Agreement shall be amended as follows:

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Under this amendment, there will be two work efforts:

Work Description to Include

- Design a community multipurpose building that will provide indoor practice facilities for multiple sports.

Services Included

- Programing for an indoor multipurpose sports facility
- Feasibility Study
 - o Study two (2) potential site locations
- Preliminary Design
 - o Schematic Design
 - o Design Development
- Opinion of Probable Construction Cost
- Total of five (5) meetings

Services Not Included

- Market Analysis Plan
- Operations Plan
- Revenue Analysis Planning
- Other
 - o Topographical Survey
 - o Geotechnical Report
 - o Archeological Survey

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)



To be determined during the design process.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated Construction Cost: To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Schedule for this project: TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

No Structural Engineer will be required

- .2 Mechanical Engineer:

RDG Planning & Design

- .3 Electrical Engineer:

RDG Planning & Design

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:



None at this time

§ 4.2.5 If the services covered by this Agreement have not been completed within eight (8) 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.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

\$500.00

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$5,000.00

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum

(Insert amount)

Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00)

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

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- i. AIA Document E203 dated September 10, 2019 as modified by RDG IA Inc and Owner attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101

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

OWNER: City of Grimes

(signature)

Scott Mikkelsen
Mayor

(printed name and title)

ARCHITECT: RDG IA Inc

(signature)

Scott Crawford, PLA, ASLA, LEED® AP
Principal

(printed name and title)

SIGN HERE



AIA document B101, amendment #3

Standard Form of Agreement Between Owner and Architect
dated August 22, 2019 between **The City of Grimes** and **RDG IA Inc**
The Agreement provides for professional design services for the following project:
Shawver Park

Date of this Amendment: September 3, 2019

RDG Project No.: R3003.705.00

For the purpose of this agreement, wherever the term “Architect” is used, it shall mean “Landscape Architect”.

The B101 Agreement shall be amended as follows:

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Work Description to Include

- Design and document phase one of the interior PCC trail system at Shawver Park.

Services Included

- Preliminary Design
 - o One Design Meeting
- Final Design
- Opinion of Probable Construction Cost
- Bid Period Services
- Construction Observation
 - o One Site Visit

Services Not Included

- Topographical Survey
- Geotechnical Report
- Archeological Survey

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Estimated Construction Cost: To Be Determined



§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Schedule for this project: TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

This scope does include construction documentation or any construction.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

None required

- .2 Mechanical Engineer:

None required

- .3 Electrical Engineer:

None required

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:

None at this time



§ 4.2.5 If the services covered by this Agreement have not been completed within eight (8) 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.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

\$500.00

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$5,000.00

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum

(Insert amount)

Six Thousand Dollars and Zero Cents (\$6,000.00)

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

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- i. AIA Document E203 dated September 10, 2019 as modified by RDG IA Inc and Owner attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101

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OWNER: City of Grimes

(signature)

Scott Mikkelsen
Mayor

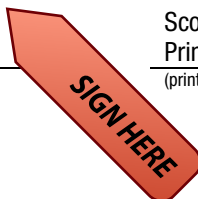
(printed name and title)

ARCHITECT: RDG IA Inc

(signature)

Scott Crawford, PLA, ASLA, LEED® AP
Principal

(printed name and title)



AIA document B101, amendment #4

Standard Form of Agreement Between Owner and Architect
dated August 22, 2019 between **The City of Grimes** and **RDG IA Inc**
The Agreement provides for professional design services for the following project:
South Sports Complex

Date of this Amendment: September 3, 2019

RDG Project No.: R3003.706.00

For the purpose of this agreement, wherever the term "Architect" is used, it shall mean "Landscape Architect".

The B101 Agreement shall be amended as follows:

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Work Description to Include

- RDG will develop a sports field lighting design for one baseball field identified in the Grimes Parks and Recreation Master Plan.

Services Included

- Programing
- Preliminary Design
- Final Design
- Opinion of Probable Construction Cost
- Bid Period Services
- Construction Observation
- A total of three total project meetings

Services Not Included

- Topographical Survey
- Geotechnical Report
- Archeological Survey

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Estimated Construction Cost: To Be Determined



§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Schedule for this project: TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

This scope does not include construction documentation or any construction.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

None required

- .2 Mechanical Engineer:

None required

- .3 Electrical Engineer:

None required

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:

None at this time



§ 4.2.5 If the services covered by this Agreement have not been completed within eight (8) 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.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

\$500.00

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$5,000.00

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum

(Insert amount)

Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)

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

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- i. AIA Document E203 dated September 10, 2019 as modified by RDG IA Inc and Owner attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101

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

OWNER: City of Grimes

ARCHITECT: RDG IA Inc

(signature)

Scott Mikkelsen
Mayor

(printed name and title)

(signature)

Scott Crawford, PLA, ASLA, LEED® AP
Principal

(printed name and title)

SIGN HERE



AIA document B101, amendment #5

Standard Form of Agreement Between Owner and Architect
dated August 22, 2019 between **The City of Grimes** and **RDG IA Inc**
The Agreement provides for professional design services for the following project:
Lions Park

Date of this Amendment: September 3, 2019

RDG Project No.: R3003.707.00

For the purpose of this agreement, wherever the term "Architect" is used, it shall mean "Landscape Architect".

The B101 Agreement shall be amended as follows:

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Description of Work

- Develop design services for Lions Park located north of NE 5th Street, west of the new development and east of NE Park Street. This work will include assisting the City coordinate land development opportunities to the east. Design work will include:
 - o Hydraulic study of the creek that runs through the park
 - o Assessment of the existing Bridge
 - o Playground
 - o Water Park
 - o Shelter/Restroom
 - o Bridge Replacement
 - o Parking Lot
 - o Utilities (preliminary analysis)

Services Included

- Preliminary Design
 - o Preliminary Demolition Plan
 - o Preliminary Layout Plan
 - o Preliminary Grading Plan
 - o Preliminary Architectural Plans
 - o Preliminary Engineering Plans
 - o Preliminary Planting Plans
- Opinion of Probable Construction Cost
- Total of five (5) project meetings

Services Not Included

- Topographical Survey (will require survey)
- Geotechnical Report
- Archeological Survey

§ 1.1.2 The Project's physical characteristics:



(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated Construction Cost: To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Schedule for this project: TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

This scope does not include construction documentation or any construction.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

None required

- .2 Mechanical Engineer:

None required

- .3 Electrical Engineer:

None required

§ 1.1.11.2 Consultants retained under Supplemental Services:



None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:

None at this time

§ 4.2.5 If the services covered by this Agreement have not been completed within eight (8) 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.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

\$2,500.00

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$25,000.00

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum

(Insert amount)

Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00)

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

- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- i. AIA Document E203 dated September 10, 2019 as modified by RDG IA Inc and Owner attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101

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

OWNER: City of Grimes

ARCHITECT: RDG IA Inc

(signature)

Scott Mikkelsen
Mayor

(printed name and title)

(signature)

Scott Crawford, PLA, ASLA, LEED® AP
Principal

(printed name and title)

SIGN HERE



AIA document B101, amendment #6

Standard Form of Agreement Between Owner and Architect
dated August 22, 2019 between **The City of Grimes** and **RDG IA Inc**
The Agreement provides for professional design services for the following project:
ADA-Accessible Playground/Shelter

Date of this Amendment: September 3, 2019

RDG Project No.: R3003.709.00

For the purpose of this agreement, wherever the term “Architect” is used, it shall mean “Landscape Architect”.

The B101 Agreement shall be amended as follows:

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Work Description to Include

- Develop a program and feasibility study for a fully accessible playground.

Services Included

- Programing for a fully accessible playground and adjacent shelter/restroom.
- Feasibility Study
 - o Study two (2) potential site locations
- Preliminary Design
 - o Schematic Design
- Opinion of Probable Construction Cost
- Total of Three (3) meetings

Services Not Included

- Topographical Survey
- Geotechnical Report
- Archeological Survey

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Estimated Construction Cost: To Be Determined

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:



- .1 Design phase milestone dates, if any:

Schedule for this project: TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

This scope does not include construction documentation or any construction.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

None required

- .2 Mechanical Engineer:

None required

- .3 Electrical Engineer:

None required

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:

None at this time

§ 4.2.5 If the services covered by this Agreement have not been completed within eight (8) 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.



§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

\$500.00

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$5,000.00

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum

(Insert amount)

Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)

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

- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

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

OWNER: City of Grimes

ARCHITECT: RDG IA Inc

(signature)

Scott Mikkelsen
Mayor

(printed name and title)

(signature)

Scott Crawford, PLA, ASLA, LEED® AP
Principal

(printed name and title)

SIGN HERE





*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

Item No.
For Meeting of 09/24/2019

AGENDA HEADING: RDG Design Services/Construction Services/Schematic Design

SYNOPSIS: Staff has worked with RDG to determine project priorities based on adapted parks and trails plan. Staff presented several options and a formal recommendation of what projects we could continue to design further based on approved budget for new park development. Staff presented this information to the Park Board and that feedback determined the scope the agreement with RDG. This will ensure we continue to make progress in our park system and allow for some mid-sized construction projects in current fiscal year. See detail and break down below:

1. **Multi-Purpose Indoor Facility** – Feasibility study to determine program of building, site location and allow for construction documents/bidding in next fiscal year. **Total RDG Fee – 95,000.00**
2. **Shawver Park Trail** – Design and construction services to complete 1st phase of trail construction to allow for pedestrian movement in the park. **Total RDG Fee – 6000.00** (Construction can be funded in this fiscal budget)
3. **Field Lighting at South Complex** – Design and construction services for installation of Field lighting of one field at South Sports Complex. – **Total RDG Fee – 25,000** (Construction for lights can be funded in this fiscal year)
4. **Lions Park Phase I Design** – Detailed schematic design, programing, coordination of storm water design, and completed detailed design. This Phase of design will ensure we stay on schedule with adjacent development and ensure cost estimates and construction is well planned and budgeted – **RDG Total – 230,000.00**
5. **Accessible Playground/Detailed Shelter Restroom** – ADA accessible playgrounds are very limited in grimes as well as access to full-service shelters. This phase of design will determine feasibility, location and construction details for improvements in our existing park system. – **Total RDG Fee – 25,000.00**
6. **North Sports Complex** – Several key site improvements have been identified such as: shade structure, terrace around existing concession stand, parking lot improvements, trail connections and playground improvements. This project will focus on identify and prioritizing those needs to allow for future construction – **Total RDG Fee – 25,000.00** (Some construction can be funded in this current fiscal year)

Total RDG Services Agreement – 406,000.00

FISCAL IMPACT: Council approved 750,000.00 in park development for design and construction in current fiscal year. Funding is coming from GO Bonds.



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

PREVIOUS COUNCIL ACTION(S): Council approved parks and trails master plan, Staff presented options on design and construction to Park and Rec Board for approval.

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of comprehensive design services to RDG in the amount of 406,000.00. Staff will present construction recommendations and final cost estimates for approval as design work is completed.

Weston Wunder
Public Works Director

Grimes

Monthly Operations
and Maintenance
Report

August 2019

Prepared by:



1801 James Street
Grimes, IA 50111
(515)986-7300

www.uswutilitygroup.com

MONTHLY REPORT
AUGUST 2019
GRIMES WATER & WASTEWATER TREATMENT PLANTS
DISTRIBUTION AND COLLECTION SYSTEMS

Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

September 19, 2019

Mayor Scott Mikkelsen
City of Grimes
101 NE Harvey St.
Grimes, IA 50111

RE: Monthly Update August 2019

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for August 2019. Below is a list of the significant events that occurred during the month:

SUBMITTED TO: Mayor Scott Mikkelsen
Jake Anderson, City Administrator
Rochelle Williams, City Clerk
City Council, City of Grimes
Jeff DuPont, U.S. Water Services Corporation

DNR Correspondence:

- Submitted August 2019 Monthly Operating Reports to IDNR.
- Contacted Tom Atkinson of Field Office #5 to report continued chemical discharge from the known source. A meeting with the city's legal team and the IDNR has been held and action will be taken once all data has been compiled.

Safety Training

- Safety Training in August included "**Distracted Driving Online Course.**"

Safety Meeting

- The OSHA safety topic for all USW UTILITY GROUP employees for the month of August will be to participate in "**Ladder Safety**"
- There will be a safety topic each month as they relate to the work environment.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Water Treatment Plant Report for August 2019

1. WTP monthly preventative maintenance and inspections were performed the first week of August. Inspections included the completion of thirty-six (36) work orders that are generated monthly from our Computerized Maintenance Management System.
2. Staff attended training to gain CEU's to maintain IDNR certifications
3. Progressive Structures continued installation of the 16-inch water main to the new Jordan well. Staff assisted with locates and boring material handling.
4. CB&I continued construction of the new 1.5 MG water tower. Soil and concrete testing of footers has been completed
5. Reverse Osmosis skids #1 and #2 performed well during the month of August. Normalized flows were within design parameters.
6. Bag filters for the RO skids were changed in August.
7. ASR was brought online to help meet high demand for a few days.
8. Staff repaired filter #2 waste valve.
9. USW met with McClure Engineering at their Clive office location to discuss current on-going projects and the new WTP.
10. Staff attended progress and pre-con meeting throughout the month.
11. Grosch Irrigation Co. Inc. completed drilling the new Jordan well. Mechanical and electrical gear installation will continue
12. Staff replaced lime lagoon decant pump
13. Lime residual continues to be hauled off-site for ultimate disposal
14. Exercised generators at WTP, Booster station, ASR Well and North Well Field in accordance with Iowa Administrative Code (IAC).
15. Paint work, site work and cleaning continue



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Distribution Collection Report for August 2019

1. 121 field service work order were completed for the City.
2. 5 commercial and 27 residential water meters were installed.
3. 5 temporary hydrant flow meters were used.
4. 51 disconnect notices were posted.
5. 11 non-payment disconnects were completed.
6. 28 fire hydrants were inspected and flushed, 15 manholes were inspected and 28 valves were exercised.
7. Monthly water loss was estimated at 270,000 gallons due to flushing and hydrant maintenance.
8. Public Works finished painting fire hydrants; USW staff followed up with hydrant maintenance.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Wastewater Treatment Plant Report for August 2019

1. The WWTP experienced elevated levels of ammonia discharge during August due to high industrial loadings from illicit discharges coming to the treatment plant. Tom Atkinson from IDNR, along with Andrew Wood visited a contributing industrial user. The elevated effluent ammonia levels were reported to DNR. Meeting with City staff, Legal, IDNR and USW was scheduled to discuss possible legal action.
2. Monthly preventative maintenance and inspections were performed the first week July. Inspections included the completion of forty-two (42) monthly work orders that are generated monthly from our Computerized Maintenance Management System.
3. Pump #2 at Sump Station #1 was pulled and repaired. Debris inside the pump impeller was causing high amperage.
4. Clarifier #3 was taken offline for annual inspection. Staff discovered excessive wear to the gear drive. Parts were ordered and installed
5. Clarifiers #1 and #2 were brought online to help control plant loadings
6. Hydro cleaning and televising meetings were held with Accujet. They will be working along Beaver Creek to look for I&I and possible cross connections
7. Exercised WWTP, Gateway Lift Station and Southeast Lift Station generators according to Iowa Administrative Code (IAC).
8. Weekly lift station inspections were performed.
9. Painting of pipe and structures also continues.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

USW UTILITY GROUP Staffing for Grimes, IA

Project Manager

- Andrew Wood
 - o IDNR Grade 3 WT, Grade 3 WWT, Grade 3 Distribution

Lead WTP Operator

- Jeff Waters
 - o IDNR Grade 3 WT, Grade 2 WWT, Grade 2 Distribution

Lead WWTP Operator

- Christina Shepherd
 - o IDNR Grade 3 WWT, Grade 2 WT

Operator

- Mathew Gilmore
 - o IDNR Grade 4 WT, Grade 2 WWT, Grade 3 Distribution

Operator/Maintenance Tech

- Nick Deardorff
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

Maintenance Tech

- Thomas VanHorn
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

If you would like to meet to discuss any of the items noted above at your convenience, please do not hesitate to contact me.

Sincerely,

Andrew Wood
Project Manager
USW UTILITY GROUP



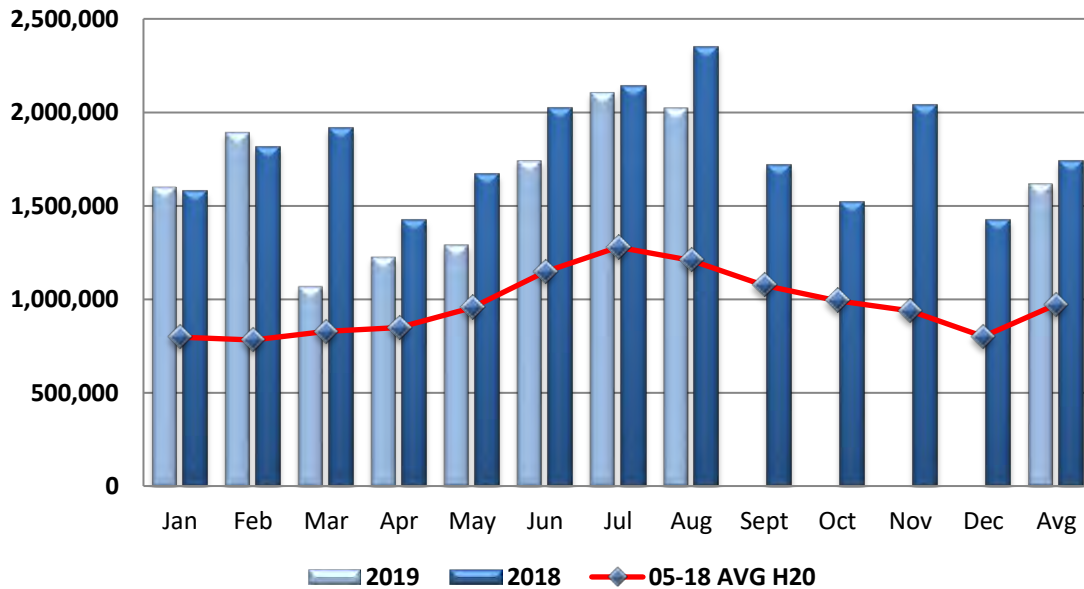
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		Aug-19	Jul-19	Aug-18
Water	Units			
Average Daily Pumped	gallons	2,017,871	2,101,774	2,350,477
Maximum Daily Pumped	gallons	2,945,000	2,623,000	3,167,246
Minimum Daily Pumped	gallons	1,506,000	1,527,000	1,580,000
Hardness				
Hardness - Avg Raw	grains	27.46	27.34	32.77
Hardness - Avg Finish	grains	5.96	5.67	6.19
Iron mg/l				
Avg Raw	mg/L	7.15	7.10	8.24
Avg Finish	mg/L	0.08	0.06	0.05
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.33	0.37	0.30
Avg Finish Fl.	mg/L	0.30	0.32	0.19
Wastewater				
BOD	mg/L			
BOD Effluent Avg	mg/L	2.16	2.80	0.00
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	1.58	3.17	1.00
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NH3-N Effluent Avg	mg/L	1.72	5.31	0.17
NH3-N Effluent Permit Limit	mg/L	1.0	1.1	1.0
Effluent Flow				
Average Daily	gallons	1,852,484	1,936,129	1,594,839
Maximum Daily	gallons	2,412,000	2,560,000	1,780,000
Minimum Daily	gallons	1,351,000	1,590,000	1,450,000
Distribution				
Work Orders	#	121	135	131
Locates	#	-	-	-
Meters Installed				
Residential	#	27	34	60
Commercial	#	5	2	0
Temporary Hydrants Meters	#	5	6	7
Disconnect Notices	#	51	63	42
Services Disconnected	#	11	13	16
Hydrants Inspected/Flushed	#	28	44	28
Valves Exercised	#	28	56	21
Manholes Inspected	#	15	31	33

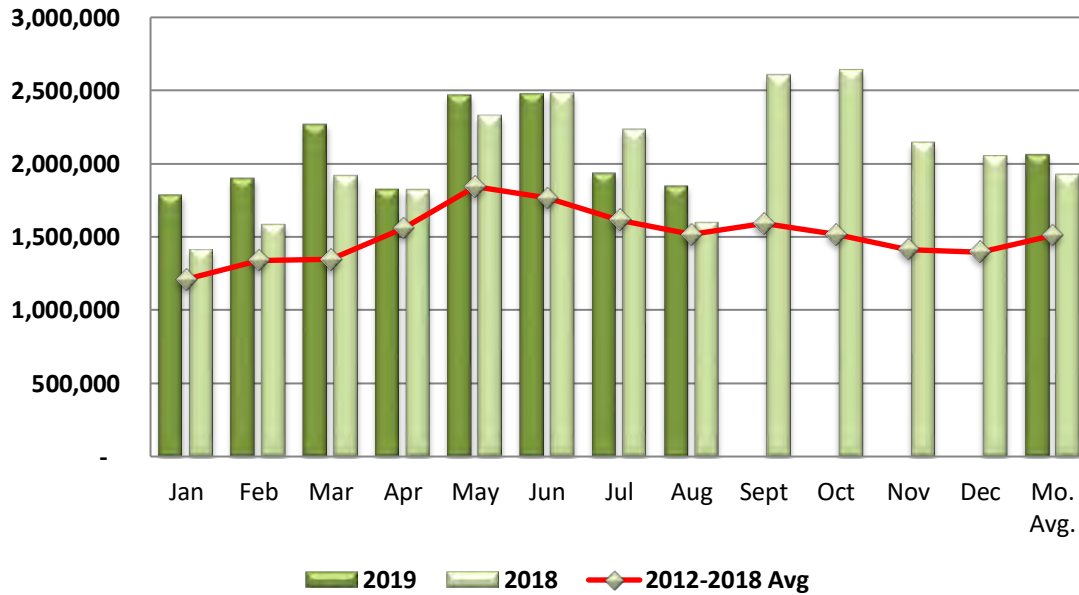


Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Average Daily Water Pumped - In Gallons



Average Daily Wastewater Pumped - In Gallons





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

