

**SP-156107  
(New)**



**SPECIAL PROVISIONS  
FOR  
CONSENT DECREE DUBUQUE**

**Dubuque County  
STP-A-2100(689)--86-31**

**Effective Date  
April 17, 2018**

**THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.**

CONSENT DECREE  
RELATING TO THE PROJECT

1.  THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

[REDACTED] CITY [REDACTED] CONTRACTOR

- THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

**CERTIFICATION BY CONTRACTOR**

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**156107.02 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**

There is no separate measurement for following the Consent Decree. Payment for this work will be incidental to all sanitary sewer related items. No separate payment will be made.