



City of Muscatine

CITY COUNCIL

Thursday, April 6, 2023

Brad Bark, Mayor

Dennis Froelich, 1st Ward

Jeff Osborne, 2nd Ward

Peggy Gordon, 3rd Ward

Nadine Brockert, 4th Ward

John Jindrich, 5th Ward

Angie Lewis, At Large

DeWayne Hopkins, At Large

Carol Webb, City Administrator

Cinda Hilger, Admin. Professional

Brent Hinders, City Attorney

City Council meetings are held at 6:00 p.m. on the 1st and 3rd Thursday of each month. In-depth sessions are held at 6:00 p.m. on the 2nd Thursday of each month. All meetings are available for review on the City of Muscatine YouTube page.

The public is welcome to attend virtually using the information below.

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityofMuscatine/city-council-meeting>

You can also dial in using your phone.

United States: 1-669-224-3412

Access Code: 971-499-597

April 6, 2023, 6:00 PM

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION** Josue Villatoro will perform the invocation

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR

- A. Proclamation Declaring April 6, 2023 as Junior Achievement Day.
- B. Proclamation Declaring April 9-15, 2023, as Telecommunicator's Week in Muscatine

6. APPROVAL OF AGENDA AS PRESENTED AND/OR AS AMENDED

7. COMMUNICATIONS - CITIZENS

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

9. CONSENT AGENDA * (ITEMS 10-14)

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered separately.

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. City of Muscatine Regular Council Meeting Minutes - 3-16-2023

11. * PETITIONS AND COMMUNICATIONS

- A. Request on first and second reading on a Class "B" Retail Alcohol License for Loos Inc., 711 Park Avenue - Loos Inc. (Pending Inspections)
- B. Request on first and second reading on a Class "B" Retail Alcohol License for Dollar General #18711, 3614 Grandview Avenue – Dolgencorp, LLC (pending inspections)
- C. Request on first and second reading on a Class "C" Retail Alcohol License for Mamma Mia, 101 West Mississippi Drive – Mamma Mia Italian Restaurant (pending inspections and insurance)
- D. Request for renewal of a Special Class "C" Retail Alcohol License for Salvatores by Papa Reno & Family, 313 East 2nd Street – Salvatores by Papa Reno & Family, LLC (pending inspections and insurance)

- E. Request for Use of City Property from Eugene Levy, LLC for a live music event to be held on May 12, 2023
- F. Request for Use of City Property from Crossroads, Inc. for the annual carnival and music festival to be held on September 23, 2023
- G. Request to Approve Acknowledgement and Settlement Agreement with Jayde's Vapor Lounge for First Violation of Tobacco Permit

12. * COMMUNICATION – RECEIVE AND FILE

- A. Muscatine County Board of Supervisors Meeting Minutes - 3-13-2023
- B. Muscatine County Board of Supervisors Meeting Minutes - March 14, 2023
- C. Muscatine County Board of Supervisors Meeting Minutes - March 20, 2023
- D. **Muscatine Power and Water Consolidated Financial Operating Statements & Balance Sheets - Feb 2023**

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order to Midland Scientific, in the Amount of \$11,542, for the Budgeted Purchase of a Hach Laboratory Spectrophotometer.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$, be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

- A. It is recommended bills totaling \$8,385,542.74 , which include Receipt Summary's and Journal Entries for November 2022, December 2022 and January 2023 be approved and that the City Council authorize the Mayor and City Clerk to issue warrants for the same. It should be noted that this listing is subject to the approval of any related agenda item(s).

15. PUBLIC HEARING

- A. Public Hearing to Hear Objections to the Plans, Specifications, Form of Contract and Cost Estimates for the West Hill Sewer Separation Project Phase 6A and 6B
- B. Public Hearing on the Maximum Tax Levy for the Fiscal Year 2023/2024 Budget

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Third and Final Reading of Ordinance Updating Designated Truck Routes - Title 7, Chapter 11, Section 6 of City Code
- B. Resolution Approving the Plans and Specifications for the West Hill Sewer Separation Project Phase 6A and 6B
- C. Resolution Approving the Maximum Property Tax Dollars for Certain Tax Levies for the City's Fiscal Year 2023/2024 Budget
- D. Resolution Setting a Public Hearing on April 20, 2023 for the Proposed Amendment #1 to the City Budget for Fiscal Year 2022/2023
- E. Resolution Setting a Public Hearing for April 20, 2023, on the Proposed City Budget for Fiscal Year 2023/2024
- F. Resolution Executing a Deed and Authorizing the transfer of a 1.14 acre portion of the City-owned parcel located at 1030 Hershey Avenue, to The Kent Group, Inc
- G. Resolution Setting a Public Hearing for April 20, 2023 to Declare Certain Real Estate owned by the City (known as Tom Bruner Field), as Surplus and Authorizing the Sale of Said Certain Real Estate to the Muscatine Community School District
- H. Request to Enter into Contract with Veenstra & Kimm Inc. in the amount of \$24,750 for Design of Lakepark Bridge Deck Repairs
- I. Request to Approve Amendment #2 to the Contract with Strand Associates in the Amount Not to Exceed \$20,000 for the Design of the Redundant Force Main from Papoose Sewer to the WPCP.
- J. Request to Approve and Purchase Easements for West Hill Sewer Separation Phase 6 Construction in the amount of \$47,942.44.
- K. Request to Accept a \$1,738,000.00 Comprehensive Neighborhood Revitalization Grant from the Iowa Economic Development Authority for the Mulberry Neighborhood Project
- L. Request to Approve a Contract with Bi-State Regional Commission for Administrative Services as Required by the Iowa Economic Development Authority for the Comprehensive (Mulberry) Neighborhood Revitalization Program Grant. These Services will Cost \$62,000 and will be paid by Grant Funds.
- M. Request to Enter into a Memorandum of Understanding with the Community Foundation of Greater Muscatine for Services related to the Mulberry Neighborhood Revitalization Project
- N. Request to Authorize Kent Pet Group to Construct a Modular Bin Structure up to 150' in Height at 5200 S. 41st Street South
- O. Request to Approve a Purchase Order to Goddard Heating and Cooling, in the amount of \$40,057.51, for the Replacement of the Air Conditioners for the Aquatic Center and Riverview Center

- P. Request to Declare the Old Golf Simulator as Surplus and to Allow For Disposal Through Public Auction
- Q. Request for Approval of a Five-Year Concession Operations Agreement for Kent Stein Park with Duke Foods, LLC
- R. Request to Approve an Agreement with SCS Engineers for Environmental Compliance Services at the Muscatine County Sanitary Landfill for an Amount Not to Exceed \$10,605 for the Remainder of FY 23, \$27,130 for FY 24, \$27,980 FY 25 and \$28,850 for FY 26.
- S. Request to Enter into an Agreement with SCS Engineers for On-call Support at the Muscatine County Sanitary Landfill in an Amount not to Exceed \$7,441 for the Remainder of FY 23 and \$15,000 per year for FY 24, 25 and 26.
- T. Request to Approve a Purchase Order to CR Landscape in the Amount of \$32,991.75 for the Installation of a Sidewalk Connector from Sunset Housing to the New Trail Connector as Part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects.
- U. Request to Approve a Purchase Order to The Henley Group, in the amount of \$45,538.00, for the Installation of an Asphalt Trail Connector from Kent Stein Park to the Muscatine Soccer Complex as part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT

City of Muscatine

Mayor Brad Bark

PROCLAMATION

WHEREAS, the City of Muscatine will observe Junior Achievement Day on April 6, 2023, as an opportunity to recognize and celebrate Junior Achievement of the Heartland for empowering our young people to own their economic success.

WHEREAS, Junior Achievement of the Heartland's educational contribution equips our young people to become the next generation of productive employees and self-sufficient citizens to ensure the economic prosperity of Muscatine.

WHEREAS, it is fitting for parents, educators, businesses and other members of the community to join in Junior Achievement's effort to ensure the future success and economic health of our young people and the communities in which they live.

NOW, THEREFORE, I, Brad Bark, Mayor of Muscatine, do hereby proclaim official recognition of April 6, 2023 as

Proclamation
National Public Safety Telecommunicators Week
April 9-15, 2023

Whereas emergencies can occur at any time that require police, fire or emergency medical services: and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protections of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Muscatine County Joint Communications Center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of MUSCOM have contributed substantially to the apprehension of criminals, suppression of fires and treatments of patients; and,

Whereas each dispatch has exhibited compassion, understanding and professional during the performance of their job in the past year;

Now therefore I, Dr. Brad Bark, Mayor of Muscatine, Iowa do hereby declare the week of April 9 through 15, 2023 to be National Public Safety Telecommunicators Week in Muscatine in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this ____ day of _____, 2023

Mayor Dr. Brad Bark _____



City of Muscatine

CITY COUNCIL MINUTES

Thursday, March 16, 2023

1. **CALL TO ORDER**

Mayor Bark called the City Council meeting for March 16, 2023, to order at 6:00 PM.

2. **INVOCATION**

Ray Oehme - Vinyard Church was present to give the invocation.

3. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne(by Phone), Peggy Gordon, Angie Lewis, Dennis Froelich, DeWayne Hopkins. Mayor Dr. Brad Bark, City Administrator Carol Webb and Administrative Secretary Cinda Hilger were also present.

4. **PLEDGE OF ALLEGIANCE**

5. **FROM THE MAYOR**

6. **APPROVAL OF AGENDA AS PRESENTED AND/OR AS AMENDED**

Councilmember Nadine Brockert, seconded by Councilmember DeWayne Hopkins moved to Approve the Agenda.

Vote: Ayes - 7, Nays - 0, Motion Passed.

7. **COMMUNICATIONS - CITIZENS**

8. **COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION**

9. **CONSENT AGENDA * (ITEMS 10-14)**

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis, moved to approve the Consent Agenda including Items 10-14.

Councilmember Jindrich asked for Clarification on the request for Purchase of Conex Containers for the Fire Department Training.

Fire Chief Ewers explained the reason these Containers were requested and how the

fire Department uses them for training. Chief Ewers also stated they are the most cost efficient way to get live training for the firefighters. Ayes - 7 , Nays - 0, Motion Passed.

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. March 2, 2023 Regular Meeting Minutes
- B. March 9, 2023 Special Budget Meeting Minutes
- C. March 9, 2023 In-depth Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request on second reading on a Special Class “C” Retail Alcohol License for Skinny’s Barbeque, 208 West 2 nd Street – Skinny’s LLC (pending inspections and insurance)
- B. Request on second reading on a Special Class “C” Retail Alcohol License for Best Western Pearl City Inn, 305 Cleveland Street – Pearl City Hospitality LLC (pending inspections and insurance)
- C. Request on first and second reading on a Class “B” Retail Alcohol License for Dollar General #21855, 901 Cypress Street – Dolgencorp, LLC (pending inspections)
- D. Request for renewal of a Class “E” Retail Alcohol License for Super Saver Liquor Muscatine, 1510 A Isett Avenue – Taranjeet Singh, LLC (pending inspections)
- E. Request for renewal of Class “C” Retail Alcohol License and Outdoor Service for Mike’s Hilltop Tap, 929 Lucas Street – Mike’s Hilltop Tap, Inc. (pending inspections and insurance)
- F. Request for renewal of a Special Class “C” Retail Alcohol License for Happy Joe’s Pizza & Ice Cream Parlor, 203 Lake Park Blvd – Max Brewer Corp. (pending inspections and insurance)
- G. Request for Use of City Property from Muscatine Farmer’s Market at the corner of East 3 rd Street and Cedar Street from May through October 2023
- H. Request for Use of City Property from Mark Seaman with the new Stanley Center Grand Opening on June 2, 2023

- I. Request for Use of City Property from The Ballet Des Moines for a performance at Riverside Park on June 9, 2023
- J. Request for Use of City Property from Rachael Braun with the Saints Mary and Mathias School 5K race on April 29, 2023
- K. Request for Road Closure of Washington Street at River Road for Culvert Repair

12. * COMMUNICATION – RECEIVE AND FILE

- A. Muscatine County Board of Supervisors Minutes - 1-30-2023
- B. Muscatine County Board of Supervisors Minutes - 2-13-2023
- C. Muscatine County Board of Supervisors Minutes - 2-27-2023
- D. Muscatine County Board of Supervisors Minutes 3-6-2023

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order In the Amount of \$ 9,485.00 to Boxhub for Conex Containers for Fire Department Training

14. * APPROVAL OF BILLS

- A. March 16, 2023 Bills For Approval

15. PUBLIC HEARING

- A. Public Hearing to Declare City Owned Real Estate as Surplus and Authorize the Sale of Property Through a Sealed Bid Process

There were no written or oral comments regarding this public hearing.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

- B. Public Hearing on the Approval of Plans and Specifications for Phase 1 of the Fulliam Avenue Reconstruction Project
Max Kauffman - 1609 Foster Street was present to request detailed information regarding the phases of Fulliam Reconstruction Project.
Public Works Director Brian Stineman reviewed the three phases of the project and explained that this project was going to span over three years in order to be able to work during the summer months when school is not in session. Mr. Stineman stated there will be a public meeting scheduled regarding the project. Mr. Kauffman asked if there would be any work done on Fulliam from Cedar to

Buell Street. Mr. Stineman stated that no work is planned for that section at this time.

Councilmember Lewis asked that signs be posted stating No Large Trucks once Fulliam is reconstructed.

Councilmember Dennis Froelich, seconded by Councilmember Angie Lewis, moved for the public hearing to be closed. Vote: Ayes - 7, Nays - None, Motion Passed.

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Second Reading of Ordinance Updating Designated Truck Routes - Title 7, Chapter 11, Section 6 of City Code
Councilmember John Jindrich, Seconded by Councilmember Peggy Gordon, moved to Approve the Second Reading of this Ordinance.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- B. A Resolution Declaring City Owned Real Estate as Surplus and Authorizing the Sale of Said Certain Real Estate by Sealed Bid Process
Councilmember John Jindrich, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Councilmember Osborne Had questions regarding the location of the property that were addressed by Assistant Community Development Director Andrew Fangman.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- C. Resolution Approving Plans and Specifications for the Fulliam Avenue Phase I Project.
Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- D. Resolution Rescheduling a Public Hearing to Approve the Plans and Specifications for West Hill Sewer Separation Phase 6
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- E. Resolution Setting a Public Hearing for 2024 Consolidated Funding Application and Public Transit Infrastructure Grant Application
Councilmember Peggy Gordon, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.

- F. Resolution Setting a Public Hearing on the Maximum Tax Levy for the Fiscal Year 2023/2024 Budget
Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- G. Resolution Authorizing Special Assessments to Private Properties
Councilmember John Jindrich, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- H. Resolution to Set a Public Hearing on the FY2024 Annual Plan & Amendments to the Public Housing Admissions and Continued Occupancy Policy to be Held May 4, 2023 at 6:00 pm During the Regular Meeting of the City Council.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- I. Resolution Approving a Sidewalk or Street Café Easement Agreement with Boonie's On the Avenue for the Purpose of Outdoor Dining.
Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0 None, Motion Passed.
- J. Request to Approve the Declaration of the 1988 Smeal Fire Engine as Surplus and to Authorize the Donation of the Engine/Pumper to Ukraine to Assist in Serving the Citizens During their War with Russia.
Dr. Naomi Dewinter and Mark Roberts from the Muscatine Rotary Club were present to present a check in the amount of \$1750 to the Us Ambulances for Ukraine to help offset costs of sending equipment and supplies to Ukraine.
Mr. Chris Manson and Daughter Lily Manson - Founder and CoFounder of the US Ambulances for Ukraine were present to accept the Check and to give a presentation to City Council regarding their Program. Mr. Manson shared information regarding the previous three ambulances that Muscatine had donated to be sent to the Ukraine as well as where the Fire Engine being considered would be sent. He shared information regarding how the equipment being sent is being used to help
Councilmember Peggy Gordon, seconded by Councilmember DeWayne Hopkins moved to Approve the Motion,.
Councilmember Osborne had questions regarding what had been done to communicate with other fire departments in our area regarding donating the fire engine locally rather than sending it to the Ukraine.
Chief Ewers was present to share that he had sent out communication to several local Fire Chiefs and the response was that it was older than the equipment they currently had and they would have no use for it. Mr. Ewers stated the value of the fire engine is around \$1000.

Councilmember Osborne stated he would like to extend this item out until the next Council meeting in order to give the local departments more time to respond to the possible need for this engine.

Councilmember Osborne made a motion to amend the Proposal to wait until next meeting to allow more time for responses to the possible need for the fire engine. Motion Failed due to the lack of a second.

Original Motion Vote: Ayes - 7, Nays - 0, Motion carried.

- K. Request to Approve Declaration of City Firearms as Surplus and to Authorize Said Firearms to be Decommissioned and Traded to Mitchell Arms and Ammo in Muscatine.

Councilmember Peggy Gordon, seconded by Councilmember John Jindrich moved to Approve the Request.

Vote: Ayes - 7, Nays - 0, Motion Passed.

- L. Request to Accept a \$650,000 Downtown Revitalization Grant from the Iowa Economic Development Authority for a façade program in the 200 block of east 2nd Street

Councilmember Angie Lewis, seconded by Councilmember DeWayne Hopkins moved to Approve the Request.

Vote: Ayes - 7, Nays - 0, Motion Passed.

- M. Request to Approve a Contract in the amount of \$30,000 with Bi-State Regional Commission for Project Administrative Services as Required by the Iowa Economic Development Authority for the Downtown Revitalization Program Grant

Councilmember John Jindrich, seconded by Councilmember Angie Lewis moved to Approve the Request.

Vote: Ayes - 7, Nays - 0, Motion Passed.

- N. Request to Approve a Contract in the amount of \$125,000 with Martin Gardner Architecture for Design Services Required for the Downtown Revitalization Program

Councilmember Nadine Brockert, seconded by Councilmember Angie Lewis moved to Approve the Request.

Vote: Ayes - 7, Nays - 0, Motion Passed.

- O. Request to Approve a Contract in the amount of \$48,000 with IMEG for Engineering Services for the Clark House Elevator Modernization

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.

Vote: Ayes - 7, Nays - 0, Motion Passed.

- P. Request to Approve a Contract in the amount of \$10,500 with IMEG for Engineering Services to Upgrade the Site Lighting at Sunset Park Apartments

Councilmember Nadine Brockert, seconded by Councilmember Peggy Gordon moved to Approve the Request.

Vote: Ayes - 7, Nays - 0, Motion Passed.

- Q. Request to Approve a Contract in the amount of \$32,500 with IMEG for Engineering Services to Repair the Clark House Parking Deck
Councilmember John Jindrich, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- R. Request to Approve Modification of the City Sidewalk Policy to Allow Courtesy Sidewalks
Councilmember Nadine Brockert, seconded by Councilmember John Jindrich moved to Approve the Request.
Councilmember Jindrich had questions regarding residents that had been denied a permit for a courtesy walk in the past and the City compensating them for the increase in cost to install that were addressed by City Administrator Webb and Public Works Director Stineman.

Vote: Ayes - 7, Nays - 0, Motion Passed.
- S. Request to issue a Purchase Order to Motorola Solutions in the amount of \$101,110.12 for the purchase of (24) Body Worn Cameras,(1) In-Car Camera System and (1) 192TB Server
Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Approve the Motion.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- T. Request to approve signing the MPW Solar 1 Retail Adder contract at the 50% subscription level which provides the City the opportunity to participate in the upcoming solar program to bring local renewable energy to the community.
Councilmember DeWayne Hopkins, seconded by Councilmember Jeff Osborne moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- U. Request to Approve Declaration of City Vehicle as Surplus and to Authorize Said Vehicles to be traded through Karl Chevrolet Inc.
Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT

Councilmember Dennis Froelich moved the meeting be adjourned at 07:07 PM

License # _____
Wallet # _____
Sticker # _____
Receipt # _____
Issued _____
Expires _____

CITY OF MUSCATINE

APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY

1. Name and address of applicant and sponsoring organization, if any:

EUGENE LEVY, LLC
Address: 111 MIDDLE RD., MUSCATINE, IA 52761
Telephone Number: 563.299.4347
E-mail Address: EUGENELEVYBAND@GMAIL.COM

2. Type of event that is planned:

ALL-AGES LIVE MUSIC EVENT

3. Proposed location:

2ND ST. BETWEEN CHESTNUT & PINE INCLUDING
PARKING LOT

4. Date(s)/Time(s): SET UP THE EVENING OF MAY 12TH AND CONCLUDE BY 10 PM ON MAY 13
5. Expected length of use: MAY 12 - MAY 13
6. Expected size of group: 350 - 500
7. Names of any person or persons in charge of the proposed use at the specified location:

Address(es): _____

Telephone Number(s): _____

E-mail Address(es): _____

8. Names and addresses of any persons to be featured as entertainers or speakers:

BANDS:

EUGENE LEVY - MUSCATINE, IA
THE FORTY TWO'S - QUAD CITIES
GOLD STEPS - MILWAUKEE, WI

LOVES BLIND - BURLINGTON, IA
WHEN THE SUN SETS - CHICAGO, IL

9. List mechanical or electronic equipment to be used:

POWER WILL BE NEEDED FOR SOUND SYSTEM, STAGE LIGHTS,
AND MERCHANDISE TABLES

10. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts:

NONE

11. Number and types of animals to be used:

NONE

12. A description of any sound amplification to be used:

SOUND SYSTEM PROVIDED BY G7 PRODUCTIONS.
WILL BE USED FOR ONSTAGE SPEAKERS.
CAN PROVIDE SPECS UPON REQUEST

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

HIRE MPD FOR SECURITY
DREAMPOST + G7 WILL SET UP + TEAR DOWN SOUND, STAGE, LIGHTS
WILL NEED PORTABLE RESTROOMS

14. All plans for the provision of security:

MPD (OR OTHER SECURITY) WILL BE THERE 30 MINUTES
PRIOR TO EVENT & 30 MINUTES AFTER.
5:30 PM - 10:30 PM

15. Beer or wine consumption? Yes X No

16. Describe any items to be sold or distributed:

DRINKS SOLD BY PROOF SOCIAL
ALL BUSINESSES WILL BE INFORMED PRIOR IF THEY WOULD
LIKE TO SELL FOOD (SKINNY'S, BIBBY'S, CARONE'S, PORT CITY, KEDDOUGH)
BANDS WILL SELL THEIR MERCHANDISE (SHIRTS, CD'S, ETC)

17. Is water connection requested: Yes No X

18. Is electricity requested: Yes X No

19. Have you provided a layout site plan for your proposed activity or event? Yes X No

If yes, please attach.

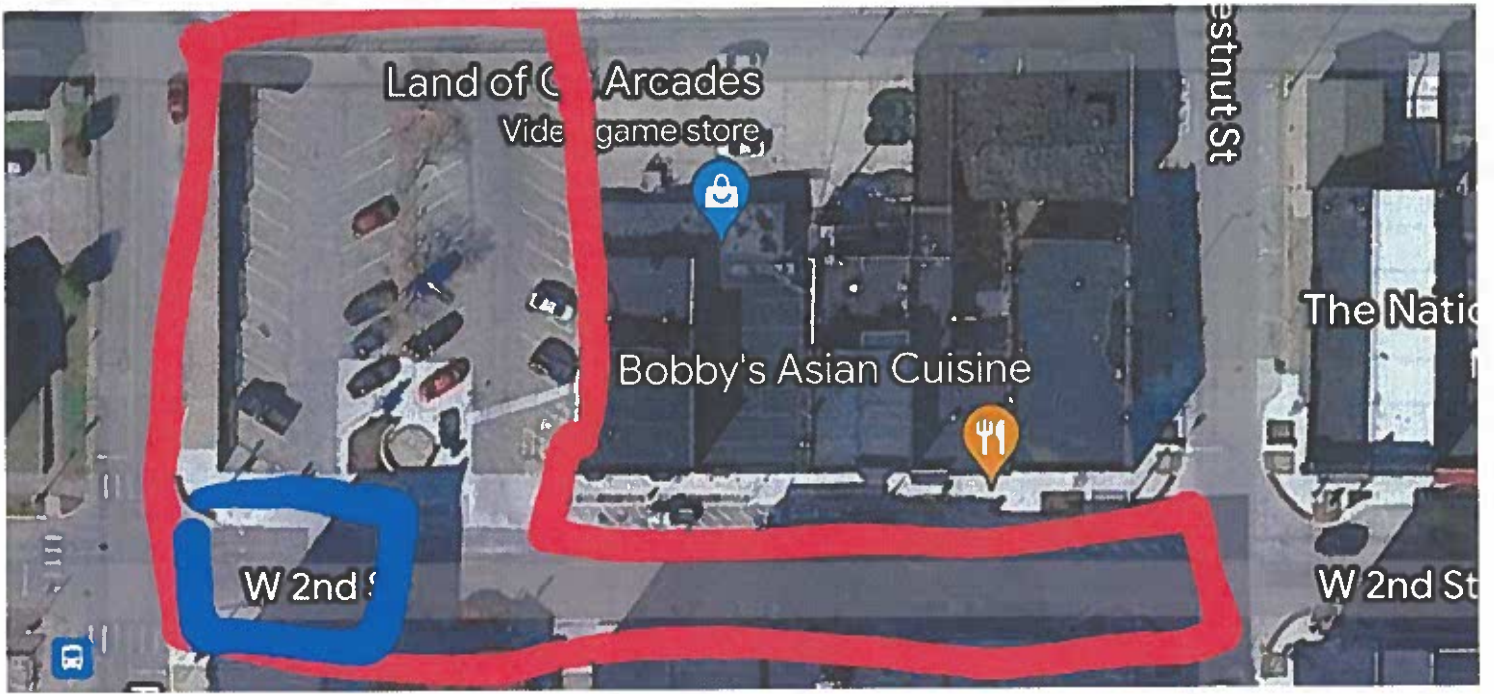
If no, please explain:

20. Do you understand that you will be financially responsible for all site restoration needed to restore the side to pre-event status? Yes X No

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.


Authorized Representative

08/24/2023
Date



EVENT: Eugen Levy Music Event

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Klimes 4/5/23
Parks & Recreation Date

Comments:

Approval subject to attendance at pre-event mtg.

☒
YES

☐
NO

3/27/23
Community Development Date

☒
YES

☐
NO

Brian Stineman 3/27/23
Public Works Date

Have they done this before? It doesn't look like
they are very prepared based on their application.
Is this in conjunction with some other event?
I recommend a pre-event meeting with them.

☒
YES

☐
NO

Anthony Kies 03/28/23
Police Chief Date

There will need to be two officers hired for
the event and will be at a rate of \$60 an hr.

☒
YES

☐
NO

Jerry Ewers 3/28/23
Fire Chief Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol A. Webb 04.05.23
City Administrator Date

Signature: Jodi Royal-Goodwin
Jodi Royal-Goodwin (Mar 27, 2023 10:38 CDT)
Email: jroyal-goodwin@muscatineiowa.gov

Signature: A.R. Kies
A.R. Kies (Mar 28, 2023 09:50 CDT)
Email: akies@muscatineiowa.gov

Signature: Richard Klimes
Richard Klimes (Apr 5, 2023 11:31 CDT)
Email: rklimes@muscatineiowa.gov

Signature: Brian Stineman
Brian Stineman (Mar 27, 2023 11:13 CDT)
Email: bstineman@muscatineiowa.gov

Signature: Jerry Ewers
Jerry Ewers (Mar 28, 2023 10:20 CDT)
Email: jewers@muscatineiowa.gov

Signature: Carol Webb
Carol Webb (Apr 5, 2023 13:45 CDT)
Email: cwebb@muscatineiowa.gov

License # _____
Wallet # _____
Sticker # _____
Receipt # _____
Issued _____
Expires _____

CITY OF MUSCATINE

**APPLICATION FOR USE OF ANY STREET, SIDEWALK, ROADWAY, ALLEY,
PARK, PUBLIC WAY, PROPERTY OR FACILITY**

1. Name and address of applicant and sponsoring organization, if any:

CROSSROADS, INC

Address: 1424 Houser St

Telephone Number: 563-263-3545

E-mail Address: mfrancis@crossroadsmuscatine.org

2. Type of event that is planned:

Crossroads wants to host our annual carnival and music festival to provide an inclusive awareness event on 2nd Street between Pine and Chestnut. The event features family friendly, accessible midway games and 2 bands for musical entertainment.

3. Proposed location:

Second St between Chestnut and Pine, including the parking lot at the corner of Second and Pine.

4. Date(s)/Time(s): Saturday, September 23, 2023 1 pm-6:30 pm

5. Expected length of use: Street closure from September 22, at 3 pm to Saturday, September 23 at 9 pm.

6. Expected size of group: 400-500

7. Names of any person or persons in charge of the proposed use at the specified location:

Megan Francis
Marketing Director
mfrancis@crossroadsmuscatine.org
563-263-3545

Address(es): Crossroads Inc 1424 Houser St Muscatine, IA 52761

Telephone Number(s): 563-607-3355

E-mail Address(es): mfrancis@crossroadsmuscatine.org

8. Names and addresses of any persons to be featured as entertainers or speakers:

Featured Bands- Heads in Motion and Winterland.

9. List mechanical or electronic equipment to be used:

Bounce house and sound equipment

10. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles, boats, carriages and golf carts:

We will use a box truck for load in and tear down of the carnival games. No vehicles will be allowed in the event area during the event.

11. Number and types of animals to be used:

N/A

12. A description of any sound amplification to be used:

Sound amplification for musical entertainment using rcf NX44 speaker system.

13. Proposed monitoring of the group and/or activity including the number of people who will direct traffic, set up, clean up and maintain order, if necessary:

Event step-up, clean-up, and run of event will be executed by Crossroads staff and volunteers.

14. All plans for the provision of security:

Snow fencing, and barricades to contain the event space.
Security provided by the Muscatine Police Department.

15. Beer or wine consumption? Yes X No _____

16. Describe any items to be sold or distributed:

Beer will be distributed for free with wristband monitoring.

17. Is water connection requested: Yes X No _____

18. Is electricity requested: Yes X No _____

19. Have you provided a layout site plan for your proposed activity or event? Yes X No _____

If yes, please attach.

If no, please explain:

20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes X No _____

The applicant agrees to indemnify, defend and save harmless the City of Muscatine, together with its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the activity or event covered by the permit, including but not limited to the use of public ways, irrespective of whether said claims are frivolous or meritorious.

Megan Francis
Authorized Representative

March 24, 2023
Date

EVENT: Crossroads Annual Carnival

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Klimes 4/5/23
Parks & Recreation Date

Comments:

Approval subject to attendance at pre-event mtg.

☒
YES

☐
NO

Jodi Royal-Goodwin 3/27/23
Community Development Date

☒
YES

☐
NO

Brian Stineman 3/27/23
Public Works Date

What happens to the leased spaces in that parking lot on the weekends or during events?

☒
YES

☐
NO

Anthony Kies 3/28/23
Police Chief Date

We will have two officers hired for this event at \$60 per hr. per officer.

☒
YES

☐
NO

Jerry Ewers 3/28/23
Fire Chief Date

FINAL APPROVAL:

☒
YES

☐
NO

Carol A. Webb 04.05.23
City Administrator Date

Signature: Jodi Royal-Goodwin
Jodi Royal-Goodwin (Mar 27, 2023 10:39 CDT)
Email: jroyal-goodwin@muscatineiowa.gov

Signature: Jerry Ewers
Jerry Ewers (Mar 28, 2023 05:52 CDT)
Email: jewers@muscatineiowa.gov

Signature: Richard Klimes
Richard Klimes (Apr 5, 2023 11:32 CDT)
Email: rklimes@muscatineiowa.gov

Signature: Brian Stineman
Brian Stineman (Mar 27, 2023 11:16 CDT)
Email: bstineman@muscatineiowa.gov

Signature: A.R. Kies
A.R. Kies (Mar 28, 2023 10:01 CDT)
Email: akies@muscatineiowa.gov

Signature: Carol Webb
Carol Webb (Apr 5, 2023 13:46 CDT)
Email: cwebb@muscatineiowa.gov

BEFORE THE MUSCATINE CITY COUNCIL

In RE:

JAYDE'S VAPOR LOUNGE INC./JAYDE TRAN
2923 EAST 64TH STREET
DAVENPORT, IA 52807,

Permit Holder

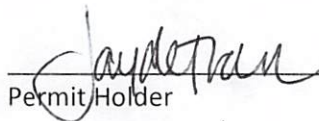
JAYDE'S VAPOR LOUNGE
2110B PARK AVENUE
MUSCATINE, IA 52761,

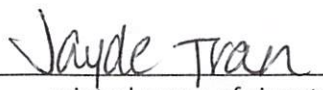
Retailer

No. STA0104908

ACKNOWLEDGMENT
AND SETTLEMENT AGREEMENT

1. The undersigned hereby knowingly and voluntarily acknowledge the following:
 - a. Retailer and Permit Holder have received the Complaint in the above case.
 - b. The facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, are true and correct.
 - c. Permit Holder has the right to a hearing and voluntarily waives same and submits to the statutory penalties prescribed by Iowa law.
 - d. Jayde's Vapor Lounge employee Noah G. Youngberg, sold, gave, or otherwise supplied any tobacco, tobacco product, alternative nicotine product, vapor product or cigarette to a person under twenty-one years of age on November 8, 2022, in violation of Iowa Code section 453A.2.
 - e. The violation noted in paragraph "d" herein, will count as an official first violation of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22.
2. Enclosed with this Acknowledgment and Settlement Agreement is a check in the amount of \$300.00 made payable to "City of Muscatine" to settle the above-referenced Complaint.
3. Permit Holder acknowledges that in order to conclude this matter the mayor must approve this settlement agreement.


Permit Holder


printed name of signator

03/07/2023
Date

NOTE: This must be signed by an individual permittee, or in the case of another business entity, by the individual(s) who has (have) authority to bind the entity. If you decide to sign and date this Acknowledgment and Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated as well as a check in the amount \$300.00, made payable to "City of Muscatine," should be returned to:

Dan Williamson
Assistant County Attorney
Muscatine County Attorney's Office
420 E. Third St., Muscatine, IA 52761



BEFORE THE MUSCATINE CITY COUNCIL

In RE:

JAYDE'S VAPOR LOUNGE INC./JAYDE TRAN
2923 EAST 64TH STREET
DAVENPORT, IA 52807,

Permit Holder

JAYDE'S VAPOR LOUNGE
2110B PARK AVENUE
MUSCATINE, IA 52761,

Retailer

No. STA0104908

ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT—FIRST VIOLATION

On this 6th day of April, 2023, the Muscatine City Council has before it an Acknowledgment/Settlement Agreement signed by the above-captioned permit holder. The City FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on November 8, 2022, and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the Agreement.

IT IS THEREFORE ORDERED that the Acknowledgement/Settlement Agreement be approved. This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

Mayor

Muscatine County Board of Supervisors
Monday, March 13, 2023

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Sauer and Sorensen present. Mather was absent. Chairperson Sauer presiding.

On a motion by Sorensen, second by Kirchner, the agenda was approved as presented. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved a Governor's Traffic Safety Bureau (GTSB) LE Highway Safety Grant application in the amount of \$61,080. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board accepted a variance granted by the Muscatine County Board of Adjustment on March 10, 2023. Case #23-03-01. An application has been filed by John M. Sleichter, Record Owner. This property is located in Bloomington Township, in part of the SE1/4 of Section 13-T77N-R2W, Rolling Acres Subdivision, Part II, Lot 25, 2761 Edgeview Road, zoned R-1 Residential District, containing approximately 1.08 acres. This request, would allow the Zoning Administrator to issue a Variance in order to place an outbuilding in the front yard space, but it would be at least 50 feet back from the front line. Ayes: All.

Discussion was held with County Engineer Bryan Horesowsky regarding the Muscatine County DOT FY 2024 Secondary Roads Five Year Program and Secondary Roads Budget. Horesowsky stated the proposed Muscatine County DOT FY 2024 Budget mirrors the FY 2024 Muscatine County Budget. Horesowsky reviewed the map of the FY 2024 Secondary Roads Five Year Program. Discussion was held with the Board regarding the proposed bridge, road and culvert projects presented on the FY 2024 Secondary Roads Five Year Program. Chick questioned if the bridge on 245th Street, Conesville, Iowa will be placed on the program. County Attorney Jim Barry recommended to assign a review committee to evaluate the options for the bridge and road conditions on 245th Street, Conesville, Iowa and report to the Board. Barry recommended members to be: County Engineer Bryan Horesowsky, Administrative Service Director Nancy Schreiber, Planning and Zoning Administrator Eric Furnas, two Board members (appointed by Chairperson Sauer) and County Attorney Jim Barry. Board consensus was to assign a review committee and take action of the appointees at the next regular Board meeting.

On a motion by Sorensen, second by Chick, the Board approved the Muscatine DOT FY 2024 Secondary Roads Five Year Program and DOT Secondary Roads Budget. Ayes: All.

Horesowsky reviewed Iowa House File HF-643, a bill for an act relating to entering property for surveying purposes and providing penalties and Iowa Senate File SF-527, a bill for an act relating to vehicles of excessive size and weight, including highways and streets upon which movement of such vehicles is permitted. Horesowsky reviewed the proposed changes to the Iowa DOT's All Systems Permit process and the levels of participation in order to receive funding.

On a motion by Sorensen, second by Chick, the Board approved a renewal application for a Special Class C Retail Alcohol License and Outdoor Service Permit for Muscatine Municipal Golf Course, 1820 Hwy 38, Muscatine, Iowa. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board approved the minutes of the March 6, 2023, regular meeting. Ayes: All.

Correspondence.

All Supervisors received a letter from Senator Mark Lofgren containing information from a county resident regarding the road and bridge conditions on 245th Street, Conesville, Iowa.

All Supervisors received a notice from Community Foundation of Greater Muscatine stating they were awarded a grant that was in conjunction with the American Rescue Plan Act (ARPA) funding from the County.

All Supervisors received an email from Jennifer Winn requesting the County sign a petition in opposition of carbon pipeline eminent domain. The Board consensus was to research the request before taking action.

Chick received a notice from Mississippi Valley Workforce Area Development Board questioning if the county will remain as Employee of Record. Board consensus was the county to remain as Employee of Record but not agree to the contract language and additional responsibilities in the sub-recipient contract. Chick will contact Mississippi Valley Workforce Area Development Board to state the county will remain as Employee of Record.

Committee & Meeting Reports:

Chick attended a Muscatine Power and Water “Powering the Future” Customer Forum on March 6, 2023.

Chick attended a Housing Council on March 7, 2023.

Kirchner attended a Lower Cedar Watershed Management Authority meeting on March 7, 2023.

On a motion by Sorensen, second by Chick, the Board approved the proposed FY23/24 Muscatine County Budget for publication. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board set a public hearing on the proposed FY23/24 Muscatine County maximum property tax dollars for general county services and rural county services for Monday, March 27, 2023 at 9:00 a.m. Ayes: All.

On a motion by Sorensen, second by Chick, the Board set a public hearing on the proposed FY23/24 Muscatine County budget for Monday, April 10, 2023 at 9:00 a.m. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board set a public hearing on the proposed FY22/23 Muscatine County budget amendments for Monday, April 10, 2023 at 9:00 a.m. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved Resolution #03-13-23-01 Taking Action to Set a Public Hearing for Monday, March 27, 2023 at 9:00 a.m. on a Proposal to

Enter into General Obligation Loan Agreements in Amounts Not to Exceed \$3,000,000. Roll call vote: Ayes: All

RESOLUTION #03-13-23-01

**RESOLUTION TAKING ACTION TO SET PUBLIC HEARING
PROPOSAL TO ENTER INTO GENERAL OBLIGATION LOAN
AGREEMENTS IN AMOUNTS NOT TO EXCEED \$3,000,000**

WHEREAS, the Board of Supervisors (the “Board”) of Muscatine County, Iowa (the “County”) now proposes to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,700,000, pursuant to the provisions of Section 331.402 of the Code of Iowa, for the purpose of paying the cost, to that extent, of (i) equipping the County Attorney Office Facility (\$80,000); (ii) constructing a bathroom addition at the County jail (\$195,000); (iii) constructing County jail parking lot and sidewalk improvements (\$120,000); (iv) undertaking County jail insulation and exterior wall improvements (\$580,000); (v) constructing the Deep Lake Parks maintenance building (\$225,000); (vi) undertaking repairs to County buildings (\$750,000); and (vii) constructing a satellite building for the County Engineer’s Office (\$750,000) (the “Essential Purpose Projects”), and it is necessary to fix a date of a meeting of the Board of Supervisors at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the County also proposes to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$200,000 pursuant to the provisions of Section 331.402 of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking the resurfacing of County Conservation park roads (the “Conservation Road Resurfacing Project”), and it is now necessary to fix a date of meeting of the Board of Supervisors at which it is proposed to take action to enter into the General Purpose Loan Agreement #1 and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal; and

WHEREAS, the County also proposes to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement #2” and together with the Essential Purpose Loan Agreement and General Purpose Loan Agreement #1, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$100,000 pursuant to the provisions of Section 331.402 of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking upgrades to a conservation campground electrical system (the “Campground Electrical Projects” and together with the Essential Purpose Projects and the Conservation Road Resurfacing Project, the “Projects”), and it is now necessary to fix a date of meeting of the Board of Supervisors at which it is proposed to take action to enter into the General Purpose Loan Agreement #2 and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Muscatine County, Iowa, as follows:

- Section 1. This Board shall meet on March 27, 2023, at the Muscatine County Administration Building, Muscatine, Iowa, at 9:00 a.m., at which time and place a hearing will be held and additional action taken on the Loan Agreement.
- Section 2. The County Auditor is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the hearing, in a legal newspaper of general circulation in the County. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON PROPOSAL TO ENTER INTO A
LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$2,700,000**

(GENERAL OBLIGATION)

The Board of Supervisors of Muscatine County, Iowa, will meet on March 27, 2023, at the Muscatine County Administration Building, Muscatine, Iowa, at 9:00 a.m. for the purpose holding a public hearing on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,700,000 for the purpose of paying the costs, to that extent, of (i) equipping the County Attorney Office facility (\$80,000); (ii) constructing a bathroom addition at the County jail (\$195,000); (iii) constructing County jail parking lot and sidewalk improvements (\$120,000); (iv) undertaking County jail insulation and exterior wall improvements (\$580,000); (v) constructing the Deep Lake Parks maintenance building (\$225,000); (vi) undertaking repairs to County buildings (\$750,000); and (vii) constructing a satellite building for the County Engineer's Office (\$750,000).

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 331.402 of the Code of Iowa. The Loan Agreement will constitute a general obligation of the County.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the County may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Muscatine County, Iowa.

Tibe Vander Linden
County Auditor

Section 3. The County Auditor is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement #1 setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than ten (10) and not more than twenty (20) days before the hearing, in a legal newspaper of general circulation in the County. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON PROPOSAL TO ENTER INTO A
LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$200,000**

(GENERAL OBLIGATION)

The Board of Supervisors of Muscatine County, Iowa, will meet on March 27, 2023, at the Muscatine County Administration Building, Muscatine, Iowa, at 9:00 a.m. for the purpose holding a public hearing on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$200,000 for the purpose of paying the costs, to that extent, of undertaking the resurfacing of County Conservation park roads.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 331.402 of the Code of Iowa. The Loan Agreement will constitute a general obligation of the County.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the County may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the County Auditor asking that the question of entering into the Loan Agreement be submitted to the registered voters of the County, pursuant to the provisions of Section 331.442(5)(a) of the Code of Iowa.

By order of the Board of Supervisors of Muscatine County, Iowa.

Tibe Vander Linden
County Auditor

- Section 4. The County Auditor is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement #2 setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than ten (10) and not more than twenty (20) days before the hearing, in a legal newspaper of general circulation in the County. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON PROPOSAL TO ENTER INTO A
LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$100,000**

(GENERAL OBLIGATION)

The Board of Supervisors of Muscatine County, Iowa, will meet on March 27, 2023, at the Muscatine County Administration Building, Muscatine, Iowa, at 9:00 a.m. for the purpose holding a public hearing on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$100,000 for the purpose of paying the costs, to that extent, of undertaking upgrades to a conservation campground electrical system.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 331.402 of the Code of Iowa. The Loan Agreement will constitute a general obligation of the County.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the County may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the County Auditor asking that the question of entering into the Loan Agreement be submitted to the registered voters of the County, pursuant to the provisions of Seton 331.442(5)(a) of the Code of Iowa.

By order of the Board of Supervisors of Muscatine County, Iowa.

Tibe Vander Linden
County Auditor

- Section 5. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the County declares (a) that it intends to undertake the Projects which are reasonably estimated to cost \$3,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not

earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the County, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the County and no expenditures will be made by the County until after the date of this Resolution or a prior intent resolution of the County, and (c) that the County reasonably expects to reimburse the expenditures made for costs of the County out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

PASSED AND APPROVED this 13th day of March, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Scott Sauer, Chairperson
Muscatine County Board of Supervisors

On a motion by Sorensen, second by Kirchner, the Board authorized the Chair to sign an agreement with Dorsey to provide bond counsel services for the proposed 2023 General Obligation County Purpose Notes in an amount not to exceed \$12,500. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved to eliminate the Fine Collection Coordinator position and the Fine Collection Assistance position and authorized one Fine Collection Administrator position; approved placement of the current Fine Collection Assistant (Grade 8, Step 3) into the Fine Collection Administrator position (Grade 9, Step 3), retroactive to February 11, 2023; and authorized one additional Legal Secretary position for the County Attorney's Office. Ayes: All.

Discussion was held with Barry regarding his recommendation to adopt a Pioneer Cemetery Ordinance. Barry explained a Pioneer Cemetery means a cemetery where there have been 12 or fewer burials in the preceding fifty years. Barry stated he was contacted by a Pike Township Trustee in regards to Wesson Cemetery, formally named Rogers Cemetery, which is located in Pike Township on private property in a timbered section of the parcel. The current parcel owner does not intend to continue maintenance of Wesson cemetery. Barry stated by adopting a Pioneer Cemetery Ordinance, per Iowa Code 331.325, the Board would assume jurisdiction and control of pioneer cemeteries in the county with the maintenance and repair to be paid from the county general fund. The Board consensus was to move forward with the recommendation to

consider the Pioneer Cemetery Ordinance. Barry will contact the Pike Township Trustee with the recommendation the Board is considering.

Melinda Christofferson, Conesville, Iowa, presented to the Board her concern for uncontrolled rural intersections in the county. Christofferson stated she has five children with three of the five being teen drivers. Christofferson stated her second born, Troy Christofferson, age 16, was driving his pick-up truck with a trailer attached, on a secondary gravel road and was hit by a semi-truck at a 4-way uncontrolled rural intersection on October 2, 2022. Troy was in a coma for six days with broken ribs, fractured hip and tailbone, lacerated liver and spleen and a traumatic brain injury. Troy was hospitalized for 24 days and is still continuing physical therapy. Christofferson stated drivers are programmed at a young age to stop at stop signs however she believes intersections with no stop signs dissolve the risk of traffic at uncontrolled intersections. Christofferson stated Troy nearly lost his life and she (and Troy) want to prevent future accidents with placing stop signs at uncontrolled rural intersections.

The meeting was adjourned at 10:22 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Tuesday, March 14, 2023

The Muscatine County Board of Supervisors met in special session at 9:00 A.M. with Chick, Kirchner, Sauer and Sorensen present. Mather was absent.

On a motion by Sorensen, second by Kirchner, the agenda was approved as presented. Ayes: All.

The Board canvassed the Durant and Davenport Community School District – Public Measures Special Election held on March 7, 2023. Auditor Tibe Vander Linden stated Scott County was the Control County for the Davenport Community School District election and Cedar County was the Control County for the Durant Community School District election. Results for Muscatine County were as follows: For the Davenport Public Measure SY: 3 votes were cast. Yes received 1 vote; No received 2 votes. For Durant Public Measure DN: 198 votes were cast. Yes received 96; No received 102 votes. For Durant Public Measure DO: 198 votes were cast. Yes received 93; No received 105 votes.

The meeting was adjourned at 9:03 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, March 20, 2023

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Mather, Sauer and Sorensen present. Chairperson Sauer presiding.

On a motion by Sorensen, second by Mather, the agenda was approved as presented. Ayes: All.

On a motion by Mather, second by Sorensen, claims dated March 20, 2023, were approved in the amount of \$370,879.31. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board approved the following utility permit: Muscatine Power and Water, Muscatine, Iowa – install two-inch orange high-density polyethylene conduit along Old Highway 61 from 2121 Old Highway 61 to 2077 Old Highway 61 in Section 25 and 26, T76N, R3W. Ayes: All.

On a motion by Sorensen, second by Kirchner, the minutes of the March 13, 2023 regular meeting and March 14, 2023 special meeting were approved as written. Ayes: All.

Correspondence:

All Supervisors received a call from Jim Buser regarding uncontrolled intersections.

All Supervisors received emails from several residents regarding the road and bridge conditions on 245th Street, Conesville, Iowa.

Sorensen received an email from the Community Foundation of Greater Muscatine regarding signing letters of support for grant applications prepared by the Community Grant Writer.

Sauer received calls from a two resident regarding mounds of dirt on the east end of 140th Street, Moscow, Iowa. Sauer stated the mounds were made by a badger and County Engineer Bryan Horesowsky was notified.

Chick received several calls from residents regarding the road and bridge conditions on 245th Street, Conesville, Iowa.

Chick received a call from a resident regarding uncontrolled intersections.

Committee & Meeting Reports:

Sauer attended a River Bend Transit Board of Directors meeting on March 15, 2023.

Chick attended a Greater Muscatine Chamber of Commerce and Industry meeting on March 13, 2023.

Chick attended a Housing Task group meeting on March 14, 2023.

Chick and Kirchner attended a meeting with Rich Dwyer regarding levee updates on March 13, 2023

Discussion was held with the Board regarding granting Supervisor Mather blanket authorization to sign letters of support on behalf of the Board of Supervisors for grant applications prepared/submitted by the Community Grant Writer (as long as they do not commit any County dollars). Board consensus was to take no action. Mather will contact Charla Schafer of

Community Foundation of Greater Muscatine to state the Board is not granting the blanket authorization to sign letters of support.

Sauer appointed the following committee members to gather and summarize information on the possible resolutions regarding the road and bridge conditions on 245th Street, Conesville, Iowa status: Sauer (Chair), Kirchner (Supervisor for the District the bridge is located in), County Attorney Jim Barry, County Engineer Bryan Horesowsky, Administrative Services Director Nancy Schreiber and Planning and Zoning Administrator Eric Furnas.

Kimberly and Jerry Carson, 1113 Colton Street, Columbus Junction, stated they are property owners at 2440 Edgewater Road, Conesville, Iowa. Kimberly Carson stated they bought 2446 Edgewater Road in 1987 (the address was later changed to 2440 Edgewater Road) and expressed her concerns regarding the road and bridge conditions on 245th Street, Conesville, Iowa, which is a Service A road that has not been maintained over the past several years. Carson stated they remodeled their property on Edgewater Road to make it a home and added a two-story addition to accommodate their growing family. Carson stated over the next 12 years they lived there full-time with mail delivery, LP delivery and school bus pick up. Carson stated the flood of 2008 caused devastating damage to their home and the area. The home was remodeled over the next four years under guidance of the zoning commission and FEMA encouraging them to rebuild and raise their house. Carson stated during that time they bought a second home and moved to Columbus Junction to be closer to their children's school. Carson stated they currently live at 2440 Edgewater Road nine months of the year with intentions to retire there. Carson stated Dusty Buffington presented information to the Board on bridge replacements built with double wide railroad flat cars in Washington and Buchanan Counties, which is a lower cost solution. Jerry Carson stated 245th Street has not been well maintained since 2008. Carson asked the Board to review the option of a railroad flat car bridge to save the county money. Mather asked Jerry Carson if the residents would consider an agreement to own the road as a private road if the county built a bridge. Jerry Carson stated he could not speak for the other residents but his answer would be "no" to this option. Jerry Carson stated the railroad flat car bridges in Buchanan County have been reviewed by Iowa State Engineering Department and the weight limits on the bridges are not posted as the limits are high. County Engineer Bryan Horesowsky stated the railroad flat car bridges in Washington County are posted with weight limits. Horesowsky explained a railroad flat car bridge will require a crane on both sides of the bridge which will require a causeway to be built and require a Department of Natural Resource permit. Horesowsky also stated other counties are using old pilings which is not an option for this bridge. Sorensen stated the Board has appointed a committee to look at all the options for the road and bridge conditions.

Dan Christofferson, 1731 180th Street, Nichols, Iowa addressed the Board stating his concern regarding uncontrolled intersections in Muscatine County. Christofferson stated his 16-year-old grandson, Troy Christofferson, was involved in a collision with a semi-truck at a 4-way intersection on a rural gravel road with no stop signs and was severely injured. Christofferson presented a letter he sent to Senator Grassley regarding his concerns with uncontrolled intersections and also presented Senator Grassley's reply letter. Christofferson asked the Board to post stop signs at uncontrolled intersections to prevent future accidents. Sorensen stated the Board

is reviewing the current policy with the County Engineer Bryan Horesowsky.

The meeting was adjourned at 9:58 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine Power and Water

Consolidated

Financial Operating Statements & Balance Sheets

February 2023

**Muscatine Power and Water
Consolidated
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Muscatine Power and Water - Consolidated
Statements of Revenues, Expenses, and Changes in Net Position
Current Month - February 2023

Income Statement	Actual			Budget			Prior Year			Total			Variance			
	Electric	Water	Comm	Electric	Water	Comm	Electric	Water	Comm	Actual	Budget	Prior Year	Vs Budget \$	%	Vs Prior Yr \$	%
Operating Revenue																
Retail Sales	\$ 4,944,983	\$ 599,231	\$ 1,259,086	\$ 5,053,299	\$ 609,364	\$ 1,269,450	\$ 5,009,277	\$ 584,559	\$ 1,268,188	\$ 6,803,301	\$ 6,932,113	\$ 6,862,023	\$ (128,812)	-1.9%	\$ (58,723)	-0.9%
Wholesale Sales	2,060,886	-	-	9,440,518	-	-	2,767,182	-	-	2,060,886	9,440,518	2,767,182	(7,379,632)	-78.2%	(706,296)	-25.5%
Steam Sales	-	-	-	-	-	-	665,901	-	-	-	-	665,901	-	NM	(665,901)	NM
Other	62,799	587	8,363	91,979	3,306	9,695	82,896	2,858	10,252	71,749	104,980	96,006	(33,231)	-31.7%	(24,257)	-25.3%
Inter-Utility Revenue	118,037	25,308	15,455	116,451	29,261	13,270	115,297	41,584	14,806	-	-	-	-	NM	-	NM
Total Operating Revenue	7,186,706	625,126	1,282,904	14,702,247	641,931	1,292,415	8,640,553	629,001	1,293,245	8,935,935	16,477,610	10,391,112	(7,541,675)	-45.8%	(1,455,176)	-14.0%
Operating Expense																
Purchased Electricity	2,804,050	89,127	-	6,410,953	94,195	-	3,112,312	86,447	-	2,775,140	6,388,696	3,083,462	3,613,556	56.6%	308,322	10.0%
Production Fuel	604,701	-	-	2,684,531	-	-	1,772,979	-	-	604,701	2,684,531	1,772,979	2,079,831	77.5%	1,168,279	65.9%
Chemicals	-	40,870	-	-	43,076	-	-	26,517	-	40,870	43,076	26,517	2,206	5.1%	(14,353)	-54.1%
Programming	-	-	360,287	-	-	360,997	-	-	372,643	360,287	360,997	372,643	709	0.2%	12,355	3.3%
Data Access Fees	-	-	19,014	-	-	19,600	-	-	25,502	19,014	19,600	25,502	587	3.0%	6,489	25.4%
Operation	431,820	24,601	57,290	474,150	21,367	64,139	385,782	27,583	61,631	472,948	517,124	418,605	44,176	8.5%	(54,342)	-13.0%
Maintenance	445,832	44,853	30,941	423,552	33,180	59,442	333,649	66,133	23,762	521,626	516,174	423,544	(5,452)	-1.1%	(98,082)	-23.2%
Generation Labor	606,422	-	-	611,630	-	-	615,045	-	-	606,422	611,630	615,045	5,209	0.9%	8,623	1.4%
T&D Labor	379,881	-	-	356,366	-	-	344,619	-	-	379,881	356,366	344,619	(23,515)	-6.6%	(35,262)	-10.2%
Direct Labor	-	96,430	144,777	-	93,151	121,690	-	102,189	126,269	241,208	214,841	228,458	(26,366)	-12.3%	(12,750)	-5.6%
A&G Labor	351,291	58,389	109,927	314,526	50,826	99,559	336,743	53,357	114,926	519,608	464,911	505,026	(54,697)	-11.8%	(14,582)	-2.9%
A&G	947,802	88,325	183,026	916,032	103,649	205,342	706,485	86,550	161,743	1,219,153	1,225,022	954,778	5,869	0.5%	(264,374)	-27.7%
Total Operating Expense	6,571,798	442,595	905,262	12,191,740	439,442	930,768	7,607,615	448,775	886,476	7,760,855	13,402,968	8,771,179	5,642,113	42.1%	1,010,324	11.5%
Operating Margin	614,907	182,531	377,642	2,510,507	202,489	361,646	1,032,938	180,226	406,769	1,175,080	3,074,643	1,619,933	(1,899,562)	-61.8%	(444,852)	-27.5%
Depreciation	562,440	80,626	208,022	666,450	82,470	218,682	998,199	76,610	210,574	851,089	967,602	1,285,384	116,513	12.0%	434,295	33.8%
Operating Income/(Loss)	52,467	101,905	169,620	1,844,057	120,019	142,964	34,739	103,615	196,195	323,992	2,107,041	334,549	(1,783,049)	-84.6%	(10,558)	-3.2%
Nonoperating Income/(Expense)																
Investment Income	212,411	12,693	26,277	162,908	1,803	7,388	10,528	96	582	251,380	172,098	11,206	79,281	46.1%	240,174	NM
Interest Expense	(979)	(44,429)	(18,789)	(67)	(44,429)	(18,995)	(22)	(37,556)	(22,184)	(64,197)	(63,490)	(59,762)	(707)	-1.1%	(4,435)	-7.4%
Gain/(Loss) on Disposal of Assets	(693,614)	94,612	-	(488,318)	-	-	1,146	-	(22,660)	(599,002)	(488,318)	(21,514)	(110,685)	-22.7%	(577,488)	NM
Net Nonoperating Income/(Expense)	(482,183)	62,876	7,488	(325,476)	(42,626)	(11,607)	11,652	(37,460)	(44,261)	(411,819)	(379,709)	(70,070)	(32,110)	-8.5%	(341,749)	-487.7%
Net Income/(Loss) Before Cap Contrib	(429,716)	164,781	177,108	1,518,581	77,394	131,358	46,391	66,155	151,934	(87,828)	1,727,332	264,479	(1,815,160)	NM	(352,307)	NM
Revenue Adjustment-Extraordinary O&M	-	-	-	-	-	-	-	-	-	-	-	-	-	NM	-	NM
Capital Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	NM	-	NM
Net Income	\$ (429,716)	\$ 164,781	\$ 177,108	\$ 1,518,581	\$ 77,394	\$ 131,358	\$ 46,391	\$ 66,155	\$ 151,934	\$ (87,828)	\$ 1,727,332	\$ 264,479	(1,815,160)	NM	(352,307)	NM
Beginning Net Position	127,488,508	21,083,925	16,480,311	129,289,392	21,075,777	16,409,217	120,956,092	19,835,152	14,470,197	165,052,744	166,774,386	155,261,441	(1,721,643)	-1.0%	9,791,302	6.3%
Change in Net Position	(429,716)	164,781	177,108	1,518,581	77,394	131,358	46,391	66,155	151,934	(87,828)	1,727,332	264,479	(1,815,160)	NM	(352,307)	NM
ENDING NET POSITION	\$ 127,058,791	\$ 21,248,705	\$ 16,657,420	\$ 130,807,973	\$ 21,153,171	\$ 16,540,575	\$ 121,002,483	\$ 19,901,307	\$ 14,622,130	\$ 164,964,916	\$ 168,501,718	\$ 155,525,921	\$ (3,536,802)	-2.1%	\$ 9,438,995	6.1%

Muscatine Power and Water - Consolidated
Statements of Revenues, Expenses, and Changes in Net Position
Year to Date - February 2023

Income Statement	Actual			Budget			Prior Year			Total			Variance			
	Electric	Water	Comm	Electric	Water	Comm	Electric	Water	Comm	Actual	Budget	Prior Year	Vs Budget \$	%	Vs Prior Yr \$	%
Operating Revenue																
Retail Sales	\$ 10,211,948	\$ 1,229,799	\$ 2,541,264	\$ 10,363,811	\$ 1,233,153	\$ 2,540,496	\$ 10,175,672	\$ 1,180,445	\$ 2,550,965	\$ 13,983,010	\$ 14,137,460	\$ 13,907,082	\$ (154,449)	-1.1%	\$ 75,929	0.5%
Wholesale Sales	7,052,218	-	-	20,074,571	-	-	6,518,349	-	-	7,052,218	20,074,571	6,518,349	(13,022,353)	-64.9%	533,869	8.2%
Steam Sales	-	-	-	-	-	-	1,617,753	-	-	-	-	1,617,753	-	NM	(1,617,753)	NM
Other	190,371	2,492	17,425	176,504	5,612	19,389	85,439	6,181	20,192	210,288	201,506	111,812	8,783	4.4%	98,476	88.1%
Inter-Utility Revenue	242,651	60,149	28,792	236,442	60,907	26,541	234,027	85,217	29,612	-	-	-	-	NM	-	NM
Total Operating Revenue	17,697,189	1,292,440	2,587,480	30,851,328	1,299,671	2,586,427	18,631,239	1,271,843	2,600,769	21,245,517	34,413,536	22,154,996	(13,168,019)	-38.3%	(909,479)	-4.1%
Operating Expense																
Purchased Electricity	6,527,863	183,943	-	13,219,845	188,389	-	6,918,766	175,226	-	6,469,155	13,171,792	6,859,966	6,702,637	50.9%	390,811	5.7%
Production Fuel	2,890,166	-	-	5,790,811	-	-	4,075,053	-	-	2,890,166	5,790,811	4,075,053	2,900,646	50.1%	1,184,887	29.1%
Chemicals	-	88,809	-	-	89,268	-	-	55,773	-	88,809	89,268	55,773	460	0.5%	(33,035)	-59.2%
Programming	-	-	724,872	-	-	720,712	-	-	752,408	724,872	720,712	752,408	(4,160)	-0.6%	27,536	3.7%
Data Access Fees	-	-	38,027	-	-	39,200	-	-	47,935	38,027	39,200	47,935	1,173	3.0%	9,908	20.7%
Operation	864,134	48,666	121,179	937,352	42,611	129,084	863,997	59,055	139,470	945,038	1,021,598	947,694	76,560	7.5%	2,655	0.3%
Maintenance	839,113	70,954	60,160	828,439	61,397	121,944	746,455	82,840	61,935	970,226	1,011,780	891,229	41,554	4.1%	(78,997)	-8.9%
Generation Labor	1,248,471	-	-	1,224,316	-	-	1,254,387	-	-	1,248,471	1,224,316	1,254,387	(24,156)	-2.0%	5,915	0.5%
T&D Labor	752,925	-	-	712,731	-	-	714,602	-	-	752,925	712,731	714,602	(40,194)	-5.6%	(38,324)	-5.4%
Direct Labor	-	202,538	292,936	-	186,302	243,380	-	225,898	240,506	495,474	429,683	466,404	(65,792)	-15.3%	(29,070)	-6.2%
A&G Labor	714,025	117,766	226,706	629,052	101,651	199,118	684,196	107,848	237,441	1,058,496	929,822	1,029,485	(128,674)	-13.8%	(29,012)	-2.8%
A&G	1,843,834	189,328	348,687	1,849,458	214,306	391,840	1,395,798	175,965	316,447	2,381,849	2,455,605	1,888,209	73,756	3.0%	(493,640)	-26.1%
Total Operating Expense	15,680,531	902,004	1,812,566	25,192,005	883,925	1,845,279	16,653,253	882,605	1,796,142	18,063,509	27,597,319	18,983,145	9,533,810	34.5%	919,636	4.8%
Operating Margin	2,016,658	390,436	774,914	5,659,324	415,746	741,148	1,977,986	389,238	804,627	3,182,008	6,816,218	3,171,851	(3,634,209)	-53.3%	10,157	0.3%
Depreciation	1,124,881	161,247	416,063	1,332,900	164,939	439,733	1,987,830	153,221	421,170	1,702,191	1,937,573	2,562,221	235,382	12.1%	860,030	33.6%
Operating Income/(Loss)	891,777	229,189	358,851	4,326,423	250,807	301,415	(9,843)	236,017	383,457	1,479,817	4,878,645	609,630	(3,398,828)	-69.7%	870,187	142.7%
Nonoperating Income/(Expense)																
Investment Income	424,267	26,146	74,501	325,816	3,605	15,198	17,811	187	1,197	519,403	339,109	13,275	180,294	53.2%	506,129	NM
Interest Expense	(4,015)	(88,857)	(37,578)	(133)	(88,857)	(37,989)	(162)	(75,112)	(44,367)	(124,939)	(121,469)	(113,722)	(3,470)	-2.9%	(11,217)	-9.9%
Gain/(Loss) on Disposal of Assets	(1,385,740)	94,612	(306)	(976,635)	-	-	3,901	-	(19,048)	(1,291,433)	(976,635)	(15,147)	(314,798)	-32.2%	(1,276,286)	NM
Net Nonoperating Income/(Expense)	(965,488)	31,901	36,618	(650,952)	(85,252)	(22,791)	21,549	(74,925)	(62,219)	(896,969)	(758,995)	(115,595)	(137,974)	-18.2%	(781,375)	-676.0%
Net Income/(Loss) Before Cap Contrib	(73,710)	261,090	395,469	3,675,471	165,555	278,624	11,706	161,092	321,238	582,848	4,119,650	494,036	(3,536,802)	-85.9%	88,813	18.0%
Revenue Adjustment-Extraordinary O&M	-	-	-	-	-	-	-	-	-	---	---	---	-	NM	-	NM
Capital Contributions	-	-	-	-	-	-	-	-	-	---	---	---	-	NM	-	NM
Net Income	\$ (73,710)	\$ 261,090	\$ 395,469	\$ 3,675,471	\$ 165,555	\$ 278,624	\$ 11,706	\$ 161,092	\$ 321,238	\$ 582,848	\$ 4,119,650	\$ 494,036	(3,536,802)	-85.9%	88,813	18.0%
Beginning Net Position	127,132,502	20,987,616	16,261,951	127,132,502	20,987,616	16,261,951	120,990,777	19,740,216	14,300,892	164,382,068	164,382,068	155,031,885	(9)	0.0%	9,350,183	6.0%
Change in Net Position	(73,710)	261,090	395,469	3,675,471	165,555	278,624	11,706	161,092	321,238	582,848	4,119,650	494,036	(3,536,802)	-85.9%	88,813	18.0%
ENDING NET POSITION	\$ 127,058,791	\$ 21,248,705	\$ 16,657,420	\$ 130,807,973	\$ 21,153,171	\$ 16,540,575	\$ 121,002,483	\$ 19,901,307	\$ 14,622,130	\$ 164,964,916	\$ 168,501,718	\$ 155,525,921	\$ (3,536,802)	-2.1%	\$ 9,438,995	6.1%

Muscatine Power and Water - Consolidated
Statement of Net Position
February 2023

ASSETS	Actual				Prior Month				Prior Year			
	Electric	Water	Comm	Total	Electric	Water	Comm	Total	Electric	Water	Comm	Total
Current Assets:												
Unrestricted Assets:												
Cash	\$ 19,164,764	\$ 4,097,848	\$ 2,711,896	\$ 25,974,508	\$ 18,574,333	\$ 4,342,255	\$ 3,722,700	\$ 26,639,289	\$ 29,745,462	\$ 3,988,963	\$ 7,076,174	\$ 40,810,599
Cash - Refundable Deposit	270,000	-	-	270,000	-	-	-	-	-	-	-	-
Investments	48,872,124	1,250,000	6,466,355	56,588,479	48,022,759	1,000,000	5,566,355	54,589,114	37,946,393	-	2,500,000	40,446,393
Receivables:												
Consumer Accounts	6,282,346	859,600	1,747,356	8,889,302	6,573,041	864,027	1,476,746	8,913,814	6,877,715	841,402	1,518,684	9,237,801
Refined Coal	-	-	-	-	-	-	-	-	-	-	-	-
Wholesale	(123,109)	-	-	(123,109)	919,332	-	-	919,332	53,137	-	-	53,137
Steam Sales	-	-	-	-	-	-	-	-	666,134	-	-	666,134
Interest	516,321	7,001	64,691	567,913	426,279	4,240	48,151	478,670	23,666	-	2,789	20,944
Inventories	5,017,131	573,251	820,730	6,411,112	4,940,703	500,595	821,081	6,262,378	5,269,905	414,998	411,551	6,096,454
Fuel	11,095,172	-	-	11,095,172	8,942,810	-	-	8,942,810	6,114,281	-	-	6,114,281
Prepaid Expenses	1,097,988	79,030	307,071	1,484,089	1,237,337	92,883	328,571	1,658,792	1,194,433	78,884	277,739	1,551,055
Total Unrestricted Current Assets	92,192,738	6,866,730	12,118,098	111,157,466	89,636,596	6,804,000	11,963,604	108,404,199	87,891,126	5,324,248	11,786,936	104,996,799
Restricted Assets - Cash	-	257,813	-	257,813	-	178,354	-	178,354	-	250,415	-	250,415
Total Current Assets	92,192,738	7,124,543	12,118,098	111,415,280	89,636,596	6,982,354	11,963,604	108,582,554	87,891,126	5,574,663	11,786,936	105,247,214
Non-Current Assets:												
Capital Assets												
Property, Plant & Equipment	433,139,032	43,384,151	28,816,234	505,339,416	433,139,032	43,387,066	28,816,234	505,342,331	441,085,797	42,062,030	49,304,749	532,452,576
Asset Retirement Obligation	32,557,920	713,189	447,709	33,718,818	33,250,818	635,954	427,387	34,314,159	-	670,128	603,296	1,273,424
Construction Work in Progress	3,606,157	-	-	3,606,157	3,395,378	-	-	3,395,378	12,189,429	-	-	12,189,429
Less: Accumulated Depreciation	(365,895,589)	(13,301,842)	(10,503,767)	(389,701,198)	(365,333,149)	(13,221,215)	(10,295,745)	(388,850,110)	(380,479,062)	(12,673,534)	(29,213,031)	(422,365,628)
Total Capital Assets	103,407,518	30,795,498	18,760,176	152,963,192	104,452,079	30,801,804	18,947,876	154,201,759	72,796,164	30,058,623	20,695,014	123,549,801
Other Assets:												
Note Receivable from Comm Utility	5,119,279	-	-	-	5,119,279	-	-	-	6,612,879	-	-	-
Note Receivable from Water Utility	2,000,000	-	-	-	2,000,000	-	-	-	-	-	-	-
Unamortized Debt Issuance Costs	-	37,786	-	37,786	-	38,059	-	38,059	-	41,142	-	41,142
Joint Venture Rights	132,039	-	-	132,039	138,388	-	-	138,388	136,414	-	-	136,414
Total Other Assets	7,251,318	37,786	-	169,825	7,257,667	38,059	-	176,447	6,749,293	41,142	-	177,556
Total Non-Current Assets	110,658,837	30,833,284	18,760,176	153,133,018	111,709,745	30,839,863	18,947,876	154,378,205	79,545,458	30,099,765	20,695,014	123,727,357
Deferred Outflows of Resources												
Pension	6,622,898	512,928	1,187,626	8,323,452	6,279,161	486,306	1,125,986	7,891,453	7,825,539	613,268	1,418,782	9,857,588
OPEB	213,031	29,993	45,322	288,345	215,643	30,336	45,855	291,834	244,373	34,112	51,723	330,208
IPERS	22,664	137,225	22,739	182,628	22,664	137,225	22,739	182,628	28,888	165,304	26,938	221,130
Total Deferred Outflows of Resources	6,858,593	680,146	1,255,687	8,794,426	6,517,468	653,867	1,194,580	8,365,916	8,098,801	812,683	1,497,443	10,408,927
TOTAL ASSETS	\$ 209,710,167	\$ 38,637,973	\$ 32,133,960	\$ 273,342,723	\$ 207,863,809	\$ 38,476,085	\$ 32,106,060	\$ 271,326,674	\$ 175,535,384	\$ 36,487,111	\$ 33,979,393	\$ 239,383,498

Muscatine Power and Water - Consolidated
Statement of Net Position
February 2023

LIABILITIES AND NET POSITION	Actual				Prior Month				Prior Year			
	Electric	Water	Comm	Total	Electric	Water	Comm	Total	Electric	Water	Comm	Total
Current Liabilities:												
Payable from Unrestricted Assets:												
Accounts Payable	\$ 3,943,522	\$ 226,703	\$ 476,843	\$ 4,647,068	\$ 2,149,520	\$ 296,551	\$ 689,532	\$ 3,135,603	\$ 4,240,028	\$ 257,961	\$ 596,575	\$ 5,094,564
Retained Percentage on Contracts	-	-	-	-	-	-	-	-	-	-	-	-
Pension Provision	-	-	-	-	-	-	-	-	-	-	-	-
Health & Dental Insurance Provision	348,000	46,400	69,600	464,000	348,000	46,400	69,600	464,000	221,260	29,900	47,840	299,000
Accrued Payroll	472,001	54,845	82,259	609,105	429,438	49,854	75,112	554,404	381,167	47,526	72,410	501,103
Accrued Vacation	1,391,516	177,729	247,245	1,816,490	1,379,519	171,793	241,035	1,792,348	1,319,668	171,768	203,546	1,694,981
Accrued Emission Allowance Expense	343,064	-	-	343,064	343,149	-	-	343,149	38,904	-	-	38,904
Accrued Property Taxes	114,335	4,061	6,900	125,295	106,169	3,773	6,407	116,349	111,663	4,151	2,352	118,166
Miscellaneous Accrued Expenses	524,761	54,177	93,797	672,735	532,332	54,523	90,055	676,910	561,329	68,418	86,624	716,372
Consumers' Deposits	1,048,859	-	-	1,048,859	1,063,575	-	-	1,063,575	992,967	-	-	992,967
Non-Consumers' Deposits	270,000	-	-	270,000	-	-	-	-	-	-	-	-
Customer Advances for Construction	-	-	-	-	-	-	-	-	-	865	-	865
Unearned Revenue	6,286	1,200	17,500	24,986	10,989	1,200	17,500	29,689	96,887	1,200	17,500	115,587
Total Unrestricted Current Liabilities	8,462,344	565,115	994,144	10,021,603	6,362,692	624,094	1,189,242	8,176,028	7,963,873	581,788	1,026,847	9,572,508
Payable from Restricted Assets:												
Note Payable - Bank	-	-	1,429,565	1,429,565	-	-	1,429,565	1,429,565	-	-	1,390,901	1,390,901
Note Payable - Electric	-	249,020	496,068	-	-	-	496,068	-	-	-	493,600	-
Water Revenue Bonds - Current Portion	-	425,000	-	425,000	-	425,000	-	425,000	-	410,000	-	410,000
Accrued Interest	-	145,738	37,578	163,216	-	94,658	18,789	113,447	-	133,813	44,367	172,669
Total Restricted Current Liabilities	-	819,757	1,963,211	2,017,781	-	768,678	1,944,422	2,217,032	-	543,813	1,928,868	1,973,570
Total Current Liabilities	8,462,344	1,384,872	2,957,355	12,039,384	6,362,692	1,392,772	3,133,664	10,393,060	7,963,873	1,125,601	2,955,715	11,546,078
Non-Current Liabilities:												
Water Revenue Bond Series 2017	-	12,941,353	-	12,941,353	-	12,948,276	-	12,948,276	-	13,453,092	-	13,453,092
Note Payable - Bank	-	-	5,708,536	5,708,536	-	-	5,708,536	5,708,536	-	-	7,149,068	7,149,068
Note Payable - Electric	-	1,750,981	4,623,211	-	-	-	4,623,211	-	-	-	6,119,279	-
Health & Dental Insurance Provision	83,213	(3,908)	(5,583)	73,722	74,337	(2,733)	(3,758)	67,846	1,850,146	41,396	68,624	1,960,167
Post-Employment Health Benefit Provision	849,155	123,949	180,038	1,153,142	848,198	123,823	179,842	1,151,863	837,668	122,438	177,691	1,137,797
Landfill Closure and Postclosure Liability	1,184,967	-	-	1,184,967	1,184,967	-	-	1,184,967	1,103,410	-	-	1,103,410
Asset Retirement Obligation	33,943,717	-	-	33,943,717	33,943,717	-	-	33,943,717	-	-	-	-
Unearned Revenue - Dark Fiber Lease	-	-	121,563	121,563	-	-	123,021	123,021	-	-	139,063	139,063
Net Pension Liability	(367,582)	324,061	5,707	(37,814)	(535,707)	310,879	(24,796)	(249,624)	6,007,619	508,663	1,103,254	7,619,535
Consumer Advances for Construction	-	-	-	-	-	-	-	-	-	217,232	-	217,232
Total Non-Current Liabilities	35,693,471	15,136,435	10,633,471	55,089,185	35,515,512	15,131,225	10,606,056	56,629,583	9,798,843	14,342,822	14,756,980	32,779,366
Deferred Inflows of Resources												
Extraordinary O&M	28,032,866	-	-	28,032,866	28,032,866	-	-	28,032,866	28,032,866	-	-	28,032,866
Pension	10,394,379	805,032	1,863,938	13,063,348	10,394,379	805,032	1,863,938	13,063,348	8,583,869	673,249	1,557,446	10,814,564
OPEB	59,510	9,610	12,942	82,063	61,046	9,812	13,255	84,113	77,936	12,032	16,705	106,672
IPERS	8,806	53,320	8,835	70,961	8,806	53,320	8,835	70,961	75,513	432,100	70,416	578,030
Total Deferred Inflows of Resources	38,495,561	867,961	1,885,715	41,249,237	38,497,097	868,163	1,886,028	41,251,288	36,770,184	1,117,381	1,644,567	39,532,133
Net Position												
Net Investment in Capital Assets	103,407,518	15,429,146	11,088,429	129,925,093	104,452,079	15,428,528	11,294,918	131,175,524	72,796,164	15,977,434	5,497,798	94,271,396
Restricted	-	112,076	-	112,076	-	83,696	-	83,696	-	116,602	-	116,602
Unrestricted	23,651,273	5,707,484	5,568,991	34,927,747	23,036,429	5,571,701	5,185,394	33,793,524	48,206,319	3,807,271	9,124,332	61,137,922
Total Net Position	127,058,791	21,248,705	16,657,420	164,964,916	127,488,508	21,083,925	16,480,311	165,052,744	121,002,483	19,901,307	14,622,130	155,525,921
TOTAL LIABILITIES AND NET POSITION	\$ 209,710,167	\$ 38,637,973	\$ 32,133,960	\$ 273,342,723	\$ 207,863,809	\$ 38,476,085	\$ 32,106,060	\$ 273,326,674	\$ 175,535,384	\$ 36,487,111	\$ 33,979,393	\$ 239,383,498

Muscatine Power and Water - Consolidated
Statement of Cash Flows
February 2023

	Month				Year to Date			
	Electric	Water	Comm	Total	Electric	Water	Comm	Total
Cash Flows from Operating Activities								
Operating Margin	\$ 614,907	\$ 182,531	\$ 377,642	\$ 1,175,080	\$ 2,016,658	\$ 390,436	\$ 774,914	\$ 3,182,008
Noncash Items in Operating Margin:								
Amortization of Joint Venture Rights	6,348	-	-	6,348	12,118	-	-	12,118
Change in Deferred Outflows of Resources	(341,125)	(26,279)	(61,106)	(428,510)	(682,250)	(52,557)	(122,212)	(857,020)
Change in Deferred Inflows of Resources	(1,535)	(202)	(314)	(2,051)	(3,071)	(404)	(627)	(4,102)
Changes in Assets and Liabilities:								
Customer Accounts Receivable	290,695	4,427	(270,610)	24,512	439,848	48,600	(232,426)	256,023
Refined Coal	-	-	-	-	-	-	-	-
Wholesale Receivable	1,042,441	-	-	1,042,441	860,114	-	-	860,114
Steam Sales Receivable	-	-	-	-	679,778	-	-	679,778
Inventories	(76,428)	(72,657)	351	(148,734)	(115,075)	(63,039)	(260,364)	(438,478)
Fuel	(2,152,362)	-	-	(2,152,362)	(1,721,317)	-	-	(1,721,317)
Prepaid Expenses	139,349	13,854	21,500	174,703	(332,157)	(29,308)	(67,622)	(429,087)
Accounts Payable	1,794,001	(69,848)	(212,689)	1,511,465	579,998	(112,033)	(126,946)	341,019
Retained Percentage On Contracts	-	-	-	-	-	-	-	-
Net Pension Liability	168,126	13,182	30,502	211,810	336,251	26,364	61,005	423,620
Landfill Closure And Post-Closure Liability	-	-	-	-	-	-	-	-
Health & Dental Insurance Provision	8,876	(1,175)	(1,825)	5,876	(42,420)	(10,026)	(15,577)	(68,023)
Other Post-Employment Benefit Provision	957	126	196	1,279	1,915	252	391	2,557
Accrued Payroll	42,563	4,991	7,147	54,701	109,611	9,640	11,574	130,825
Accrued Vacation	11,996	5,936	6,210	24,142	33,478	10,600	12,036	56,114
Accrued Emission Allowance Expense	(84)	-	-	(84)	9	-	-	9
Customer Deposits	(14,716)	-	-	(14,716)	(8,498)	-	-	(8,498)
Special Non-Consumers' Deposit	270,000	-	-	270,000	270,000	-	-	270,000
Accrued Property Taxes	8,166	288	493	8,946	16,331	575	986	17,892
Unearned Revenue	(4,704)	-	(1,458)	(6,162)	(9,407)	-	(2,917)	(12,324)
Miscellaneous Accrued Expenses	(8,550)	(346)	3,742	(5,154)	(32,580)	(4,476)	(24,617)	(61,674)
Net Cash Flows from Operating Activities	1,798,922	54,828	(100,219)	1,753,531	2,409,334	214,627	7,597	2,631,557
Cash Flows from Noncapital Financing Activities:								
Inter-Utility Loan Activity	-	-	-	-	(2,000,000)	2,000,000	-	-
Inter-Utility Interest	-	-	-	-	-	-	-	-
Inter-Utility Principal Payment	-	-	-	-	-	-	-	-
Net Cash Flows from Noncapital Financing Activities:	-	-	-	-	(2,000,000)	2,000,000	-	-
Cash Flows from Capital and Financing Activities:								
Capital Expenditures	(210,779)	(74,320)	(20,322)	(305,421)	(335,388)	(154,165)	(33,484)	(523,036)
Gain/(Loss) on Disposal of Assets	(716)	94,612	-	93,896	58	94,612	(306)	94,364
Bond Principal & Interest Payments	-	-	-	-	-	-	-	-
Net Cash Flows from Capital & Financing Activities	(211,494)	20,292	(20,322)	(211,525)	(335,330)	(59,553)	(33,789)	(428,672)
Cash Flows from Investing Activities:								
Purchase of Joint Venture Rights	-	-	-	-	-	-	-	-
Interest Received on Investments	122,368	9,932	9,737	142,037	201,614	21,035	27,465	250,113
Net Cash Flows from Investing Activities	122,368	9,932	9,737	142,037	201,614	21,035	27,465	250,113
Net Increase/(Decrease) in Cash and Investments	1,709,795	85,053	(110,805)	1,684,043	275,617	2,176,109	1,272	2,452,998
Cash and Investments at Beginning of Period	66,597,093	5,520,609	9,289,055	81,406,757	68,031,271	3,429,553	9,176,978	80,637,802
Cash and Investments at End of Period	\$ 68,306,888	\$ 5,605,662	\$ 9,178,250	\$ 83,090,800	\$ 68,306,888	\$ 5,605,662	\$ 9,178,250	\$ 83,090,800

Muscatine Power and Water - Consolidated
Summary of Expenses - Shared Services
February 2023

Summary of Expenses - Shared Services	Results (Month)			Variance				Results (Year to Date)			Variance			
	Actual	Budget	Prior Year	Vs Budget \$	%	Vs Prior Yr \$	%	Actual	Budget	Prior Year	Vs Budget \$	%	Vs Prior Yr \$	%
Customer Service Expense														
Customer Information Expense (909)	\$ 1,186	\$ 14,515	\$ 5,681	13,329	91.8%	4,495	79.1%	\$ 6,612	\$ 30,595	\$ 12,748	23,983	78.4%	6,136	48.1%
Energy Efficiency Rebates (912)	---	5,858	12,382	5,858	NM	12,382	NM	2,575	11,717	14,307	9,142	78.0%	11,732	82.0%
Electric Ranges/Dryers Maintenance (910)	(1)	---	(12)	1	NM	(11)	NM	(59)	---	(6)	59	NM	53	917.5%
Total Customer Service Expense	1,185	20,373	18,051	19,188	94.2%	16,866	93.4%	9,128	42,312	27,050	33,184	78.4%	17,922	66.3%
% of Operating Revenue	0.0%	0.1%	0.2%					0.0%	0.1%	0.1%				
Consumer Accounts														
Meter Reading Expense (902)	1,294	1,720	1,474	426	24.8%	180	12.2%	2,617	3,440	3,023	823	23.9%	406	13.4%
Consumer Records and Collection (901/903)	34,026	33,456	29,411	(570)	-1.7%	(4,615)	-15.7%	57,542	69,349	48,514	11,807	17.0%	(9,027)	-18.6%
Uncollectible Accounts Expense (904)	11,269	11,269	11,312	-	0.0%	43	0.4%	22,538	22,538	22,624	-	0.0%	86	0.4%
Total Consumer Accounts Expense	46,589	46,445	42,197	(144)	-0.3%	(4,392)	-10.4%	82,697	95,327	74,162	12,630	13.2%	(8,535)	-11.5%
% of Operating Revenue	0.5%	0.3%	0.4%					0.4%	0.3%	0.3%				
Administrative and General														
Office Supplies and Expenses (921)	23,430	24,604	25,436	1,175	4.8%	2,006	7.9%	50,891	55,319	48,202	4,428	8.0%	(2,689)	-5.6%
Outside Services Employed (923)	88,864	47,265	73,982	(41,599)	-88.0%	(14,882)	-20.1%	127,975	122,531	98,953	(5,444)	-4.4%	(29,021)	-29.3%
Property Insurance (924)	103,500	103,501	90,208	1	0.0%	(13,292)	-14.7%	207,000	207,002	180,417	2	0.0%	(26,583)	-14.7%
Casualty Ins, Injuries & Damages (925)	66,650	65,486	43,306	(1,164)	-1.8%	(23,344)	-53.9%	123,638	130,972	68,320	7,334	5.6%	(55,318)	-81.0%
Employee Pensions and Benefits (926)	675,422	685,515	527,719	10,094	1.5%	(147,702)	-28.0%	1,412,325	1,384,928	1,113,995	(27,396)	-2.0%	(298,330)	-26.8%
Fringe Benefits Charged to Constr. (927)	(37,262)	(51,519)	(32,976)	(14,257)	-27.7%	4,286	13.0%	(69,787)	(103,039)	(56,667)	(33,252)	-32.3%	13,120	23.2%
Regulatory Commission (928)	8,204	8,450	9,616	246	2.9%	1,412	14.7%	17,013	16,901	18,616	(112)	-0.7%	1,603	8.6%
Miscellaneous General Expense (930)	112,502	52,455	29,130	(60,047)	-114.5%	(83,372)	-286.2%	152,227	115,752	78,045	(36,475)	-31.5%	(74,182)	-95.1%
Rents (931)	19,007	17,931	17,931	(1,076)	-6.0%	(1,076)	-6.0%	36,938	35,862	35,862	(1,076)	-3.0%	(1,076)	-3.0%
Maintenance of General Plant (932)	57,754	180,671	91,814	122,917	68.0%	34,060	37.1%	130,222	288,351	164,619	158,129	54.8%	34,397	20.9%
Maintenance of A/O Center (934)	53,308	23,844	18,364	(29,465)	-123.6%	(34,944)	-190.3%	101,584	63,388	36,636	(38,196)	-60.3%	(64,948)	-177.3%
Total Administrative and General	1,171,378	1,158,204	894,530	(13,175)	-1.1%	(276,848)	-30.9%	2,290,024	2,317,966	1,786,998	27,942	1.2%	(503,027)	-28.1%
% of Operating Revenue	13.1%	7.0%	8.6%					10.8%	6.7%	8.1%				
TOTAL OPERATING EXPENSES	1,219,153	1,225,022	954,778	5,869	0.5%	(264,374)	-27.7%	2,381,849	2,455,605	1,888,209	73,756	3.0%	(493,640)	-26.1%
	13.6%	7.4%	9.2%					11.2%	7.1%	8.5%				
A&G Depreciation (933)	\$ 91,790	\$ 125,481	\$ 86,432	\$ 33,692	26.8%	\$ (5,358)	-6.2%	\$ 183,579	\$ 247,129	\$ 172,864	\$ 63,550	25.7%	\$ (10,715)	-6.2%
% of Operating Revenue	1.0%	0.8%	0.8%					0.9%	0.7%	0.8%				

Muscatine Power and Water - Consolidated
Summary of Expenses - Labor
February 2023

Summary of Expenses - Labor	Results (Month)			Variance				Results (Year to Date)			Variance			
Labor	Actual	Budget	Prior Year	Vs Budget \$	%	Vs Prior Yr \$	%	Actual	Budget	Prior Year	Vs Budget \$	%	Vs Prior Yr \$	%
Generation	606,422	611,630	615,045	5,209	0.9%	8,623	1.4%	1,248,471	1,224,316	1,254,387	(24,156)	-2.0%	5,915	0.5%
Transmission & Distribution	379,881	356,366	344,619	(23,515)	-6.6%	(35,262)	-10.2%	752,925	712,731	714,602	(40,194)	-5.6%	(38,324)	-5.4%
Water	96,430	93,151	102,189	(3,279)	-3.5%	5,758	5.6%	202,538	186,302	225,898	(16,236)	-8.7%	23,360	10.3%
Communications	144,777	121,690	126,269	(23,087)	-19.0%	(18,508)	-14.7%	292,936	243,380	240,506	(49,556)	-20.4%	(52,430)	-21.8%
Shared Services	519,608	464,911	505,026	(54,697)	-11.8%	(14,582)	-2.9%	1,058,496	929,822	1,029,485	(128,674)	-13.8%	(29,012)	-2.8%
TOTAL UTILITY LABOR	1,747,117	1,647,748	1,693,148	(99,369)	-6.0%	(53,970)	-3.2%	3,555,367	3,296,552	3,464,877	(258,816)	-7.9%	(90,490)	-2.6%
% of Operating Revenue	19.6%	10.0%	16.3%					16.7%	9.6%	15.6%				



City of Muscatine

ITEM NUMBER 2023-0157

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Jon Koch

SUBJECT

Request to Approve the Issuance of a Purchase Order to Midland Scientific, in the Amount of \$11,542, for the Budgeted Purchase of a Hach Laboratory Spectrophotometer.

EXECUTIVE SUMMARY

Request to approve the Issuance of a Purchase Order to Midland Scientific, in the amount of \$11,542.65, for the purchase of a Hach DR 6000 spectrophotometer for the laboratory. \$12,100.00 was budgeted for this purchase.

STAFF RECOMMENDATION

Staff recommends approving issuance of a purchase order to Midland Scientific for the purchase of the spectrophotometer.

BACKGROUND/DISCUSSION

The City has received three bids for the purchase of a new Hach DR 6000 spectrophotometer. The low bid was submitted by Midland Scientific for the amount of \$11,542.65. This equipment is critical to the function of the certified laboratory. The current spectrophotometer is no longer supported for updates and repairs and needs to be replaced before failing. The other bids received were from Fisher Scientific for \$13,363.67 and from Hach for \$13,076.00.

CITY FINANCIAL IMPACT

\$12,100.00 was budgeted for this purchase.

ATTACHMENTS

1. Spectrophotometer Quotes.230329

WATER RESOURCE & RECOVERY FACILITY**muscatineiowa.gov**

TO: JON KOCH
FROM: PATTI FULLER-BLOECHL
SUBJECT: UV – SPECTROPHOTOMETER
DATE: MARCH 20, 2023

The Muscatine WRRF Lab budgeted \$ 12,100 for the 2021/2022 budget a laboratory spectrophotometer for laboratory analysis. The approved purchase was delayed, due to the workload in the lab to 2022/2023 fiscal year. After reviewing different systems and methods for annual certification, the lab staff Hach DR 6000 UV VIS. I recommend that the item is purchased through Midland Scientific.

Vendor	Model	Price
1. Midland Scientific	HACH LVP441.99.00012	\$11,542.65
2. Fisher Scientific	HACH LVP441.99.00012	\$13,363.67 Plus Shipping
3. HACH	HACH LVP441.99.00012	\$ Plus Shipping

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
3075-6785-01	03/16/2023	03/16/2023	1 of 2
Payment Terms		Delivery Terms	
NET 30 DAYS		SHIP P-OINT	
Valid To		Prepared By	
07/14/2023		WILKENS, KAREN	
Customer Reference		Sales Representative	
RFQ 031623PFB		KAREN WILKENS	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: 249534-001	
PATTI FULLER-BLOECHL KAREN.WILKENS@THERMOFISHER.COM 563-263-2752		WATER POLLUTION CONTROL 1202 MUSSER ST MUSCATINE IA 52761-1645	



Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

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Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	501997797	DR 6000 UV VIS SPECTROPHOTOMET	13,363.67	13,363.67
				The DR6000® is the industry's most advanced laboratory spectrophotometer for water testing. It offers high-speed wavelength scanning across the UV and Visible Spectra, and comes with over 250 pre-programmed methods including the most common water and environmental testing methods. With optional accessories allowing for high-volume testing via a carousel sample changer, and increased accuracy with a sample delivery system that eliminates optical difference errors, this instrument ensures you are ready to handle your wide-ranging water testing needs. Combining the DR6000 with Hach TNTplus® test kits provides additional accuracy with guided step-by-step testing procedures, auto-method loading, and 10X measurements on each sample with statistical rejection of outliers. The DR6000 also uses RFID technology to verify the expiry date of TNTplus test kits. Your water and environmental testing needs, all in one spectrophotometer. Vendor Catalog # LPV441.99.00012 This item is being sold as 1 per each		
2	1	EA	501997927	5X1 CM POUR-THRU CELL QUARTZ 3	3,131.31	3,131.31
				Four pour thru application in combination with Sipper modules. Vendor Catalog # LZV649 Hazardous Material This item is being sold as 1 per each		

SALES QUOTATION



Midland Scientific, Inc.
2805 Research Pkwy
Davenport, IA 52806

Please refer to the Quote number on all correspondence.

You can place your order as following:
Phone: 402 346 8352 or
800-642-5263

Quote Number	Creation Date	Quote Expires On:	Page
3394317	3/16/2023	04/15/2023	1 of 1
Prepared By		Sales Representative	
CCONLEY		Cody Perreault	
Customer PO		Customer Account	
		14680	
Customer Bill To		Customer Ship To	
City of Muscatine Dept. of Finance 3rd & Sycamore Muscatine, IA 52761		City Of Muscatine - Water Pollut 1202 Musser Street Water Pollution Control Plant Muscatine, IA 52761	
Requested By		We are certified	
Patti Fuller-Bloechl pfbloechl@muscatineiowa.gc Direct: Central:563-263-2752			

Please tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser : <https://www.midlandsci.com/survey>

Item ID Item Description	Disposition	Quantities			Unit Price	Extended Price	
		Quoted		UOM			

Customer Note: Please Fax all Invoices to Beth!!!!

Delivery Instructions: Freight Allowed

2	HACH LPV441.99.00012	1.0000	EA	11,537.65	11,537.65
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DR6000 UV VIS Spectrophotometer w/RFID

Item Packaging: Each

Temp Control:

SUB-TOTAL: 11,537.65

TAX: 0.00

FUEL SURCHARGE: 5.00

Total Lines: 1

U.S. Dollars **AMOUNT DUE: 11,542.65**

**subject to additional shipping and handling, fees, and taxes as may apply*

Indicates item meets DEA regulated Iodine concentr



Be Right™

Quotation

Quote Number: 100893806v1

Use quote number at time of order to ensure
that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 21-Mar-2023

Quote Expiration: 20-May-2023

CITY OF MUSCATINE
CITY HALL
215 SYCAMORE ST
MUSCATINE, IA 52761-3839

Name: Patti Fuller-Bloechl
Phone: 5632632752
Email: pfbloechl@muscatineiowa.gov

Customer Account Number : 062649

Sales Contact: Tim Talley Email: tim.talley@hach.com Phone: 515-587-0007

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LPV441.99.00012	DR6000 UV VIS Spectrophotometer with RFID Technology. Standard lead time 10 days.	1	13,076.00	13,076.00
				Grand Total	\$ 13,076.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Journal Entries - July, 2022

July Health Insurance Cost Distribution	\$ 301,197.53
July Dental Insurance Cost Distribution	6,568.62
July Fuel and Maintenance Charges	115,053.30
July Office Supply Charges	114.54
July Housing, Parking & Library Postage Charges	610.48
City CVB Allocation 1st Quarter	37,079.00
July Transfer Station Charges to City Departments	45,523.87
Employee Benefits Funds for July Police and Fire Pension Contributions	121,611.09
Employee Benefits Funds for July FICA, IPERS and Unemployment	71,677.54
Employee Benefits Funds for July Employee Insurance Costs	182,498.42
Road Use Tax Funds for Street Expenditures	164,978.78
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
July Golf Course Refuse Collection Charges	242.00
July Airport Refuse Collection Charges	75.00
July WPCP Refuse Collection Charges	92.00
July Papoose Lift Station Refuse Collection Charges	102.00
July Transfer Station Landfill Charges	92,105.15
Transfer Station Building Rental-July	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,507.66
HIDTA Vehicle Lease-July	600.00
Total July Journal Entries	<u><u>\$ 1,321,646.99</u></u>

Journal Entries - August, 2022

August Health Insurance Cost Distribution	\$ 297,986.43
August Dental Insurance Cost Distribution	6,440.70
August Fuel and Maintenance Charges	123,149.80
August Office Supply Charges	61.15
August Housing, Parking & Library Postage Charges	752.10
August Transfer Station Charges to City Departments	55,735.74
Employee Benefits Funds for August Police and Fire Pension Contributions	111,949.12
Employee Benefits Funds for August FICA, IPERS and Unemployment	64,300.63
Employee Benefits Funds for August Employee Insurance Costs	180,447.79
Road Use Tax Funds for Street Expenditures	296,910.69
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
August Golf Course Refuse Collection Charges	242.00
August Airport Refuse Collection Charges	75.00
August WPCP Refuse Collection Charges	92.00
August Papoose Lift Station Refuse Collection Charges	102.00
August Transfer Station Landfill Charges	205,958.96
Transfer Station Building Rental-August	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
HIDTA Vehicle Lease-August	600.00
Total August Journal Entries	<u><u>\$ 1,526,139.80</u></u>

Journal Entries - September, 2022

September Health Insurance Cost Distribution	\$ 296,086.14
September Dental Insurance Cost Distribution	6,505.16
September Fuel and Maintenance Charges	111,449.10
September Office Supply Charges	69.29
September Housing, Parking & Library Postage Charges	988.97
September Transfer Station Charges to City Departments	49,432.52
Employee Benefits Funds for September Police and Fire Pension Contributions	112,047.00
Employee Benefits Funds for September FICA, IPERS and Unemployment	60,915.55
Employee Benefits Funds for September Employee Insurance Costs	181,433.83
Employee Benefits Funds for Fire Retiree Medical Costs	15,663.45
Health Insurance Funds for Wellness Program	11,066.89
Employee Benefits Funds for FY 2023 Workers Compensation	42,105.00
Workers Compensation Allocation FY 2022/2023	158,869.00
Emergency Tax Levy Collections to General Fund-September	28,616.87
Road Use Tax Funds for Street Expenditures	177,025.21
WPCP Lab Fees for Golf Course	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
September Golf Course Refuse Collection Charges	242.00
September Airport Refuse Collection Charges	75.00
September WPCP Refuse Collection Charges	92.00
September Papoose Lift Station Refuse Collection Charges	102.00
September Transfer Station Landfill Charges	103,161.20
Transfer Station Building Rental-September	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
1st Quarter Administrative Fees-Enterprise Funds	527,700.00
1st Quarter Equipment Replacement Allocation	62,500.00
1st Quarter Computer Replacement Allocation	10,000.00
HIDTA Vehicle Lease-September	600.00
Total September Journal Entries	<u><u>\$ 2,138,081.87</u></u>

Journal Entries - October 2022

October Health Insurance Cost Distribution	\$ 300,248.41
October Dental Insurance Cost Distribution	6,691.89
October Fuel and Maintenance Charges	103,315.21
October Housing, Parking & Library Postage Charges	695.05
CVB Allocation 2nd Quarter	37,079.00
October Transfer Station Charges to City Departments	46,722.53
Employee Benefits Funds for October Police and Fire Pension Contributions	110,904.19
Employee Benefits Funds for October FICA, IPERS and Unemployment	63,100.63
Employee Benefits Funds for October Employee Insurance Costs	182,803.97
Transit Tax Levy Collections to Transit-October	86,674.09
Road Use Tax Funds for Street Expenditures	218,347.98
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
October Golf Course Refuse Collection Charges	242.00
October Airport Refuse Collection Charges	75.00
October WPCP Refuse Collection Charges	92.00
October Papoose Lift Station Refuse Collection Charges	102.00
October Transfer Station Landfill Charges	98,833.27
Transfer Station Building Rental-October	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel	1,706.93
HIDTA Vehicle Lease-October	600.00
Total October Journal Entries	<u><u>\$ 1,438,219.16</u></u>

Journal Entries - November 2022

November Health Insurance Cost Distribution	\$ 300,889.22
November Dental Insurance Cost Distribution	6,724.12
November Fuel and Maintenance Charges	117,997.17
November Housing & Library Postage Charges	419.36
November Transfer Station Charges to City Departments	46,821.31
Employee Benefits Funds for November Police and Fire Pension Contributions	162,982.16
Employee Benefits Funds for November FICA, IPERS and Unemployment	64,642.10
Employee Benefits Funds for November Employee Insurance Costs	181,754.82
Emergency Tax Levy Collections to General Fund-November	17,676.24
Road Use Tax Funds for Street Expenditures	229,281.49
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
November Golf Course Refuse Collection Charges	242.00
November Airport Refuse Collection Charges	75.00
November WPCP Refuse Collection Charges	92.00
November Papoose Lift Station Refuse Collection Charges	102.00
November Transfer Station Landfill Charges	86,614.77
Transfer Station Building Rental-November	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-November	1,926.30
HIDTA Vehicle Lease-November	600.00
Insurance Allocation for FY 2022/2023	<u>557,227.00</u>
 Total November Journal Entries	 <u><u>\$ 1,956,052.07</u></u>

Journal Entries - December 2021

December Health Insurance Cost Distribution	\$ 283,301.03
December Dental Insurance Cost Distribution	6,187.73
December Fuel and Maintenance Charges	98,232.43
December Housing, Parking & Library Postage Charges	437.12
December Transfer Station Charges to City Departments	46,666.55
Employee Benefits Funds for December Police and Fire Pension Contributions	176,656.71
Employee Benefits Funds for December FICA, IPERS and Unemployment	88,901.31
Employee Benefits Funds for December Employee Insurance Costs	175,823.71
Emergency Tax Levy Collections to General Fund July-December	75,040.74
2nd Quarter Administrative Fees-Enterprise Funds	501,525.00
2nd Quarter General Fund Equipment Replacement Allocation	62,500.00
2nd Quarter General Fund Computer Replacement Allocation	12,500.00
Road Use Tax Funds for Street Expenditures	237,953.57
Health Insurance Funds for Wellness Program	12,952.76
Employee Benefits Funds for Fire Retiree Medical Costs	14,337.05
Cleaning Supply Charges July-December	3,429.96
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Testing-Biosolids-December	
WPCP Yearly Permit - Transfer Station	
WPCP Lab Fees for Golf Course	
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
December Golf Course Refuse Collection Charges	242.00
December Airport Refuse Collection Charges	75.00
December WPCP Refuse Collection Charges	92.00
December Papoose Lift Station Refuse Collection Charges	102.00
December Transfer Station Landfill Charges	95,773.42
Transfer Station Building Rental-December	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-December	1,310.05
Landfill Surcharge Part I for Landfill Expenses July-September	5,622.49
Landfill Surcharge Part I to Reserve July-September	5,622.49
Landfill Surcharge Part II to Reserve July-September	11,807.23
HIDTA Vehicle Lease-December	600.00
Total December Journal Entries	<u><u>\$ 2,096,922.36</u></u>

Journal Entries - January, 2022

January Health Insurance Cost Distribution	\$ 293,821.08
January Dental Insurance Cost Distribution	6,342.01
January Fuel and Maintenance Charges	98,444.57
November Office Supply Charges	112.35
December Office Supply Charges	202.87
January Office Supply Charges	167.64
January Housing, Parking & Library Postage Charges	728.47
January Engineering Service Charges	5,620.72
CVB Allocation 3rd Quarter	23,403.00
January Transfer Station Charges to City Departments	40,818.06
Employee Benefits Funds for January Police and Fire Pension Contributions	114,227.89
Employee Benefits Funds for January FICA, IPERS and Unemployment	61,434.40
Employee Benefits Funds for January Employee Insurance Costs	179,296.54
Employee Benefits Funds for FY22 Police and Fire Medical Insurance	60,366.60
Employee Benefits Funds-RHS Retirement Contributions	36,601.52
Transit Tax Levy Collections to Transit-January	1,776.91
Health Insurance Admin Fee FY22	3,000.00
Road Use Tax Funds for Street Expenditures	230,185.41
Road Use Tax Funds for New Sidewalk Program	19,031.25
Local Option Sales Tax Funds to West Hill Sewer Project	1,424,973.90
Local Option Pavement Management Allocation FY22	774,939.97
Local Option Pavement Management Funds for FY22 Pavement Management Projects	176,471.87
WPCP Funds to Replacement Reserve	33,333.33
WPCP Replacement Reserve Funds to High Strength Waste Project	84,250.25
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Testing-Biosolids-December	1,420.00
WPCP Funds for Nutrient Reduction Study	7,664.88
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
Sewer Extension Reserve for Papoose Redundant Line	21,268.88
Sewer Extension Reserve for Shamrock Drive Sewer Repair	95,410.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds for Lake Park Boulevard Study	14,193.00
January Golf Course Refuse Collection Charges	242.00
January Airport Refuse Collection Charges	75.00
January WPCP Refuse Collection Charges	92.00
January Papoose Lift Station Refuse Collection Charges	102.00
January Transfer Station Landfill Charges	73,391.57
Transfer Station Building Rental-January	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-January	337.17
Public Works Barricade Rental-January	70.00
HIDTA Vehicle Lease-January	600.00
Interest Allocation for July-December 2022	8,513.49
Close Former Library Storm Damage to Deferred Building Maintenance	26,074.66
Total January Journal Entries	<u><u>\$ 4,064,901.94</u></u>

Journal Entries - February, 2022

February Health Insurance Cost Distribution	\$ 296,821.44
February Dental Insurance Cost Distribution	6,376.24
February Fuel and Maintenance Charges	83,640.65
February Housing, Parking & Library Postage Charges	551.55
February Transfer Station Charges to City Departments	39,191.89
Employee Benefits Funds for February Police and Fire Pension Contributions	115,407.21
Employee Benefits Funds for February FICA, IPERS and Unemployment	62,146.79
Employee Benefits Funds for February Employee Insurance Costs	176,866.48
Transit Tax Levy Collections to Transit	667.00
Road Use Tax Funds for Street Expenditures	225,843.88
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Fall 2021 Sludge Analysis	660.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
February Golf Course Refuse Collection Charges	242.00
February Airport Refuse Collection Charges	75.00
February WPCP Refuse Collection Charges	92.00
February Papoose Lift Station Refuse Collection Charges	102.00
February Transfer Station Landfill Charges	87,502.84
Transfer Station Building Rental-February	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-February	714.62
HIDTA Vehicle Lease-February	600.00
Total February Journal Entries	<u><u>\$ 1,276,731.60</u></u>

Journal Entries - March, 2022

March Health Insurance Cost Distribution	\$ 298,938.25
March Dental Insurance Cost Distribution	6,472.93
March Fuel and Maintenance Charges	117,121.15
March Office Supply Charges	161.49
February Office Supply Charges	76.12
March Housing, Parking and Library Postage Charges	619.86
December Engineering Service Charges	8,348.62
March Transfer Station Charges to City Departments	47,517.98
Employee Benefits Funds for March Police and Fire Pension Contributions	115,927.48
Employee Benefits Funds for FICA, IPERS and Unemployment	64,021.21
Employee Benefits Funds for March Employee Insurance Costs	179,332.69
Transit Tax Levy Collections to Transit Fund	4,112.38
Perpetual Care Interest for Cemetery Operations	102.51
3rd Quarter Administrative Fees-Enterprise Funds	501,525.00
Road Use Tax Funds for Street Expenditures	272,422.01
Health Insurance Funds for Wellness Program	11,426.09
General Fund 3rd Quarter Equipment Replacement Allocation	62,500.00
General Fund 3rd Quarter Computer Replacement Allocation	12,500.00
Employee Benefits Funds for Fire Retiree Medical Costs	8,278.82
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Golf Course Drinking Water Testing	12.50
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
March Golf Course Refuse Collection Charges	242.00
March Airport Refuse Collection Charges	75.00
March WPCP Refuse Collection Charges	92.00
March Papoose Lift Station Refuse Collection Charges	102.00
March Transfer Station Landfill Charges	112,958.60
Transfer Station Building Rental-March	5,000.00
HIDTA Vehicle Lease-March	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-March	1,526.84
Landfill Closure Allocation FY22	152,506.00
Landfill Post-Closure Allocation FY22	53,603.00
Landfill Surcharge Part I for Landfill Expenses	5,186.46
Landfill Surcharge Part I to Reserve October-December 2021	5,186.46
Landfill Surcharge Part II to Reserve October-December 2021	10,891.57
Total March Journal Entries	<u><u>\$ 2,233,617.03</u></u>

Journal Entries - April, 2022

April Health Insurance Cost Distribution	\$ 295,832.68
April Dental Insurance Cost Distribution	6,505.16
April Fuel and Maintenance Charges	100,646.04
April Housing, Parking and Library Postage Charges	559.94
April Transfer Station Charges to City Departments	44,341.08
Employee Benefits Funds for April Police and Fire Pension Contributions	125,640.23
Employee Benefits Funds for April FICA, IPERS and Unemployment	64,527.53
Employee Benefits Funds for April Employee Insurance Costs	179,336.88
Road Use Tax Funds for Street Expenditures	183,528.16
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
April Golf Course Refuse Collection Charges	242.00
April Airport Refuse Collection Charges	75.00
April WPCP Refuse Collection Charges	92.00
April Papoose Lift Station Refuse Collection Charges	102.00
April Transfer Station Landfill Charges	105,681.83
Transfer Station Reimbursement to WPCP for Diesel Fuel-April	1,488.95
Transfer Station Building Rental-April	5,000.00
Transfer Station Charge-Demo-January	3,657.42
Transfer Station Charge-Demo-February	2,783.80
HIDTA Vehicle Lease-April	600.00
CVB Allocation 4th Quarter	23,403.00
Emergency Tax Levy Collections to General Fund	52,530.23
Perpetual Care Int for Cemetery Operations	107.21
Total April Journal Entries	<u><u>\$ 1,370,911.15</u></u>

Journal Entries - May, 2022

May Health Insurance Cost Distribution	\$ 296,964.43
May Dental Insurance Cost Distribution	6,535.39
May Fuel and Maintenance Charges	111,672.65
February Engineering Service Charges	5,071.82
March Engineering Service Charges	10,009.69
April Engineering Service Charges	11,354.69
May Engineering Service Charges	8,714.32
April Office Supply Charges	57.93
May Office Supply Charges	172.44
May Housing, Parking & Library Postage Charges	619.58
May Transfer Station Charges to City Departments	48,670.13
Employee Benefits Funds for May Police and Fire Pension Contributions	122,566.59
Employee Benefits Funds for May FICA, IPERS and Unemployment	65,294.41
Employee Benefits Funds for May Employee Insurance Costs	181,379.36
Transit Tax Levy Collections to Transit	3,617.96
Road Use Tax Funds for Street Expenditures	151,460.89
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
May Golf Course Refuse Collection Charges	242.00
May Airport Refuse Collection Charges	75.00
May WPCP Refuse Collection Charges	92.00
May Papoose Lift Station Refuse Collection Charges	102.00
May Transfer Station Landfill Charges	102,784.79
Transfer Station Building Rental-May	5,000.00
HIDTA Vehicle Lease-May	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-May	1,469.15
WPCP Lab Fees for Riverfront Fountain	12.50
WPCP Lab Fees for Aquatic Center	12.50
Total May Journal Entries	<u><u>\$ 1,308,782.23</u></u>

Journal Entries - June, 2022

June Health Insurance Cost Distribution	\$ 299,478.43
June Dental Insurance Cost Distribution	6,567.62
June Fuel and Maintenance Charges	125,711.71
June Office Supply Charges	61.16
June Housing, Parking and Library Postage Charges	664.73
May Engineering Service Charges	3,495.35
June Engineering Service Charges	14,582.64
June Transfer Station Charges to City Departments	47,856.42
Employee Benefits Funds for June Police and Fire Pension Contributions	157,815.27
Employee Benefits Funds for Fire Retiree Medical Costs	19,046.94
Employee Benefits Funds for June FICA, IPERS and Unemployment	104,144.69
Employee Benefits Funds for June Employee Insurance Costs	183,825.34
Employee Benefits Funds-RHS Retirement Contribution	11,347.47
Transit Tax Levy Collections to Transit	1,087.93
Emergency Tax Levy Collections to General Fund	1,423.35
Health Insurance Funds for Wellness Program	18,910.35
Road Use Tax Funds for Street Expenditures	317,788.01
Road Use Tax Funds for New Sidewalk Program	80.38
Road Use Tax Funds for 67th Street Sidewalk Project	3,960.31
Road Use Tax Funds for Pavement Management Program	159,389.31
Road Use Tax Funds for Grandview Sidewalk Project	100,000.00
WPCP Funds to West Hill Sewer Reserve	16,666.63
WPCP Replacement Reserve for High Strength Waste Project	3,589.75
WPCP Funds for Nutrient Reduction Study	3,983.00
WPCP Funds to Sewer Systems Extension & Improvement Reserve	33,333.37
June Golf Refuse Collection Charges	242.00
June Airport Refuse Charges	75.00
June WPCP Refuse Charges	92.00
June Papoose Lift Station Refuse Collection Charges	102.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.63
Collection and Drainage Funds to West Hill Sewer Reserve	16,666.63
Collection and Drainage Funds for Lake Park Watershed Study	13,500.00
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
Sewer Extension Reserve Funds for Papoose Sewer Redundant Line	10,444.49
June Transfer Station Landfill Charges	110,576.08
Transfer Station Building Rental-June	5,000.00
Landfill Surcharge Part I January-March	4,743.54
Landfill Surcharge Part I April-June	5,531.99
Landfill Surcharge Part II January-March	9,961.42
Landfill Surcharge Part II April-June	11,617.18
Landfill Surcharge Part I for Landfill Expenses January-March	4,743.54
Landfill Surcharge Part I for Landfill Expenses April-June	5,531.99
Landfill Surcharge Part II for Refuse Collection Expense	44,277.40
Transfer Refuse Funds to Transfer Station for Surcharge Part II	44,277.40

Journal Entries - June, 2022

HIDTA Vehicle Lease-June	600.00
Cleaning Supply Charges January-June 2022	4,041.55
Downtown TIF Funds for Prior Year TIF Legal Costs	1,176.63
Downtown TIF Funds for Administrative Costs	169,223.37
Downtown TIF Funds for Chamber Grant	43,000.00
Southend TIF Funds for TIF Debt Requirements FY22	352,900.00
Southend TIF Funds for Ampitheater Design	50,000.00
Southend TIF Funds for Small Business Forgivable Loan Program	100,000.00
Southend TIF Funds for Grandview Loan Program	50,000.00
Southend TIF Funds for Small Business Code Improvements	50,000.00
Southend TIF Funds for 2nd Street Façade Improvements	100,000.00
WPCP Funds for FY22 Debt Requirements	92,950.00
Enterprise Fund Transfers for 4th Quarter Admin Fees	501,525.00
Local Option Sales Tax for Pavement Management Project	598,468.10
Local Option Sales Tax for West Hill Sewer Project	1,284,177.53
Payment #2 on Vehicle Lift Internal Loan	22,000.00
Communication Admin Fee FY22	65,600.00
General Fund Boat Harbor Subsidy FY22	9,896.45
Perpetual Care Interest for Cemetery Operations	1,513.61
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Testing for Golf Course	28.50
General Fund 4th Quarter Computer Replacement Allocation	12,500.00
General Fund 4th Quarter Equipment Replacement Allocation	62,500.00
Police Aquatic Center Security-June	1,990.20
CAT Grant Funds for West Side Trail	11,732.67
Close Airport Apron Phase 2 to Taxilane Project	15,561.62
Close Airport New Hangars to Taxilane Project	11,210.99
Close Airport New Hangar to Taxiway A Project Deficit	10.40
Library Google Workspace Allocation	1,653.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,550.14
City Solid Waste Agency Assessment FY22	64,747.00
Total June Journal Entries	<u><u>\$ 5,711,092.88</u></u>

Journal Entries - July, 2022

July Health Insurance Cost Distribution	\$ 301,197.53
July Dental Insurance Cost Distribution	6,568.62
July Fuel and Maintenance Charges	115,053.30
July Office Supply Charges	114.54
July Housing, Parking & Library Postage Charges	610.48
City CVB Allocation 1st Quarter	37,079.00
July Transfer Station Charges to City Departments	45,523.87
Employee Benefits Funds for July Police and Fire Pension Contributions	121,611.09
Employee Benefits Funds for July FICA, IPERS and Unemployment	71,677.54
Employee Benefits Funds for July Employee Insurance Costs	182,498.42
Road Use Tax Funds for Street Expenditures	164,978.78
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
July Golf Course Refuse Collection Charges	242.00
July Airport Refuse Collection Charges	75.00
July WPCP Refuse Collection Charges	92.00
July Papoose Lift Station Refuse Collection Charges	102.00
July Transfer Station Landfill Charges	92,105.15
Transfer Station Building Rental-July	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,507.66
HIDTA Vehicle Lease-July	600.00
Total July Journal Entries	<u><u>\$ 1,321,646.99</u></u>

Journal Entries - August, 2022

August Health Insurance Cost Distribution	\$ 297,986.43
August Dental Insurance Cost Distribution	6,440.70
August Fuel and Maintenance Charges	123,149.80
August Office Supply Charges	61.15
August Housing, Parking & Library Postage Charges	752.10
August Transfer Station Charges to City Departments	55,735.74
Employee Benefits Funds for August Police and Fire Pension Contributions	111,949.12
Employee Benefits Funds for August FICA, IPERS and Unemployment	64,300.63
Employee Benefits Funds for August Employee Insurance Costs	180,447.79
Road Use Tax Funds for Street Expenditures	296,910.69
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
August Golf Course Refuse Collection Charges	242.00
August Airport Refuse Collection Charges	75.00
August WPCP Refuse Collection Charges	92.00
August Papoose Lift Station Refuse Collection Charges	102.00
August Transfer Station Landfill Charges	205,958.96
Transfer Station Building Rental-August	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
HIDTA Vehicle Lease-August	600.00
Total August Journal Entries	<u><u>\$ 1,526,139.80</u></u>

Journal Entries - September, 2022

September Health Insurance Cost Distribution	\$ 296,086.14
September Dental Insurance Cost Distribution	6,505.16
September Fuel and Maintenance Charges	111,449.10
September Office Supply Charges	69.29
September Housing, Parking & Library Postage Charges	988.97
September Transfer Station Charges to City Departments	49,432.52
Employee Benefits Funds for September Police and Fire Pension Contributions	112,047.00
Employee Benefits Funds for September FICA, IPERS and Unemployment	60,915.55
Employee Benefits Funds for September Employee Insurance Costs	181,433.83
Employee Benefits Funds for Fire Retiree Medical Costs	15,663.45
Health Insurance Funds for Wellness Program	11,066.89
Employee Benefits Funds for FY 2023 Workers Compensation	42,105.00
Workers Compensation Allocation FY 2022/2023	158,869.00
Emergency Tax Levy Collections to General Fund-September	28,616.87
Road Use Tax Funds for Street Expenditures	177,025.21
WPCP Lab Fees for Golf Course	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
September Golf Course Refuse Collection Charges	242.00
September Airport Refuse Collection Charges	75.00
September WPCP Refuse Collection Charges	92.00
September Papoose Lift Station Refuse Collection Charges	102.00
September Transfer Station Landfill Charges	103,161.20
Transfer Station Building Rental-September	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
1st Quarter Administrative Fees-Enterprise Funds	527,700.00
1st Quarter Equipment Replacement Allocation	62,500.00
1st Quarter Computer Replacement Allocation	10,000.00
HIDTA Vehicle Lease-September	600.00
Total September Journal Entries	<u><u>\$ 2,138,081.87</u></u>

Journal Entries - October 2022

October Health Insurance Cost Distribution	\$ 300,248.41
October Dental Insurance Cost Distribution	6,691.89
October Fuel and Maintenance Charges	103,315.21
October Housing, Parking & Library Postage Charges	695.05
CVB Allocation 2nd Quarter	37,079.00
October Transfer Station Charges to City Departments	46,722.53
Employee Benefits Funds for October Police and Fire Pension Contributions	110,904.19
Employee Benefits Funds for October FICA, IPERS and Unemployment	63,100.63
Employee Benefits Funds for October Employee Insurance Costs	182,803.97
Transit Tax Levy Collections to Transit-October	86,674.09
Road Use Tax Funds for Street Expenditures	218,347.98
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
October Golf Course Refuse Collection Charges	242.00
October Airport Refuse Collection Charges	75.00
October WPCP Refuse Collection Charges	92.00
October Papoose Lift Station Refuse Collection Charges	102.00
October Transfer Station Landfill Charges	98,833.27
Transfer Station Building Rental-October	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel	1,706.93
HIDTA Vehicle Lease-October	600.00
Total October Journal Entries	<u><u>\$ 1,438,219.16</u></u>

Journal Entries - November 2022

November Health Insurance Cost Distribution	\$ 300,889.22
November Dental Insurance Cost Distribution	6,724.12
November Fuel and Maintenance Charges	117,997.17
November Housing & Library Postage Charges	419.36
November Transfer Station Charges to City Departments	46,821.31
Employee Benefits Funds for November Police and Fire Pension Contributions	162,982.16
Employee Benefits Funds for November FICA, IPERS and Unemployment	64,642.10
Employee Benefits Funds for November Employee Insurance Costs	181,754.82
Emergency Tax Levy Collections to General Fund-November	17,676.24
Road Use Tax Funds for Street Expenditures	229,281.49
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
November Golf Course Refuse Collection Charges	242.00
November Airport Refuse Collection Charges	75.00
November WPCP Refuse Collection Charges	92.00
November Papoose Lift Station Refuse Collection Charges	102.00
November Transfer Station Landfill Charges	86,614.77
Transfer Station Building Rental-November	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-November	1,926.30
HIDTA Vehicle Lease-November	600.00
Insurance Allocation for FY 2022/2023	<u>557,227.00</u>
Total November Journal Entries	<u><u>\$ 1,956,052.07</u></u>

Journal Entries - December 2022

December Health Insurance Cost Distribution	\$ 302,593.82
December Dental Insurance Cost Distribution	6,756.35
December Fuel and Maintenance Charges	188,103.65
December Housing & Library Postage Charges	303.76
July Engineering Service Charges	9,355.42
August Engineering Service Charges	15,783.85
September Engineering Service Charges	4,483.73
October Engineering Service Charges	3,112.81
November Engineering Service Charges	2,514.10
December Engineering Service Charges	9,724.24
December Transfer Station Charges to City Departments	43,126.77
Employee Benefits Funds for December Police and Fire Pension Contributions	167,775.44
Employee Benefits Funds for December FICA, IPERS and Unemployment	93,060.94
Employee Benefits Funds for December Employee Insurance Costs	182,822.58
Emergency Tax Levy Collections to General Fund-December	9,149.43
2nd Quarter Administrative Fees-Enterprise Funds	527,700.00
2nd Quarter General Fund Equipment Replacement Allocation	62,500.00
2nd Quarter General Fund Computer Replacement Allocation	10,000.00
Road Use Tax Funds for Street Expenditures	212,976.66
Cleaning Supply Charges July-December	3,343.26
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Golf Course	12.50
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
December Golf Course Refuse Collection Charges	242.00
December Airport Refuse Collection Charges	75.00
December WPCP Refuse Collection Charges	92.00
December Papoose Lift Station Refuse Collection Charges	102.00
December Transfer Station Landfill Charges	82,869.74
Transfer Station Building Rental-December	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-December	955.23
Landfill Surcharge Part I for Landfill Expenses July-September	5,160.53
Landfill Surcharge Part I to Reserve July-September	5,160.53
Landfill Surcharge Part II to Reserve July-September	10,837.11
HIDTA Vehicle Lease-December	600.00
Total December Journal Entries	<u><u>\$ 2,141,278.46</u></u>

Journal Entries - January, 2023

January Health Insurance Cost Distribution
January Dental Insurance Cost Distribution
January Fuel and Maintenance Charges
Additional December Fuel and Maintenance Charges
November Office Supply Charges
December Office Supply Charges
January Office Supply Charges
January Housing, Parking & Library Postage Charges
January Police Postage Charges
January WPCP Postage Charges
January Engineering Service Charges
December Engineering Service Charges
CVB Allocation 3rd Quarter
General Fund 3rd and 4th Quarter Equipment Replacement Allocation
January Transfer Station Charges to City Departments
Employee Benefits Funds for January Police and Fire Pension Contributions
Employee Benefits Funds for January FICA, IPERS and Unemployment
Employee Benefits Funds for January Employee Insurance Costs
Employee Benefits Funds for FY22 Police and Fire Medical Insurance
Employee Benefits Funds-RHS Retirement Contributions
Employee Benefits Funds - RHS Contributions FY16
Transit Tax Levy Collections to Transit-January
Health Insurance Admin Fee FY22
Levee Tax Collections to Project-January
Road Use Tax Funds for Street Expenditures
Road Use Tax Funds for Pavement Management
Road Use Tax Funds for New Sidewalk Program
Local Option Sales Tax Funds to West Hill Sewer Project
Local Option Sales Tax Funds to Pavement Management Project
Local Option Sales Tax for Railroad Crossing Improvements
Local Option Pavement Management Allocation FY22
Local Option Pavement Management Funds for FY22 Pavement Management Projects
WPCP Funds to Replacement Reserve
WPCP Replacement Reserve Funds to High Strength Waste Project
WPCP Funds to West Hill Sewer Reserve
WPCP Reserve Funds to Lab Expansion Project
WPCP Reserve Funds to Lift Station Project
WPCP Lab Fees for Fall 2018 Sludge Analysis
WPCP Lab Testing-Biosolids-December
WPCP Yearly Permit - Transfer Station
WPCP Funds for Nutrient Reduction Study
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal
Sewer Extension Reserve Funds to Mad Creek Sewer Extension Project
Sewer Extension Reserve for Papoose Redundant Line
Sewer Extension Reserve for Shamrock Drive Sewer Repair
Collection & Drainage Funds to Southend Force Main Valve Project
Collection & Drainage Funds to Sewer Extension & Improvement Reserve
Collection & Drainage Funds to West Hill Sewer Reserve
Collection & Drainage Funds for Lake Park Boulevard Study

January Golf Course Refuse Collection Charges
January Airport Refuse Collection Charges
January WPCP Refuse Collection Charges
January Papoose Lift Station Refuse Collection Charges
January Transfer Station Landfill Charges
Transfer Station Building Rental-January
Transfer Station Reimbursement to WPCP for Diesel Fuel-January
Transfer Station Reimbursement to WPCP for Diesel Fuel-December
Public Works Barricade Rental-January
HIDTA Vehicle Lease-January
Interest Allocation for July-December 2022
Close Former Library Storm Damage to Deferred Building Maintenance
Library Trust Funding for Transit Rides to Event

\$ -

Total January Journal Entries

Journal Entries - February, 2022

February Health Insurance Cost Distribution	\$ 296,821.44
February Dental Insurance Cost Distribution	6,376.24
February Fuel and Maintenance Charges	83,640.65
February Housing, Parking & Library Postage Charges	551.55
February Transfer Station Charges to City Departments	39,191.89
Employee Benefits Funds for February Police and Fire Pension Contributions	115,407.21
Employee Benefits Funds for February FICA, IPERS and Unemployment	62,146.79
Employee Benefits Funds for February Employee Insurance Costs	176,866.48
Transit Tax Levy Collections to Transit	667.00
Road Use Tax Funds for Street Expenditures	225,843.88
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Fall 2021 Sludge Analysis	660.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
February Golf Course Refuse Collection Charges	242.00
February Airport Refuse Collection Charges	75.00
February WPCP Refuse Collection Charges	92.00
February Papoose Lift Station Refuse Collection Charges	102.00
February Transfer Station Landfill Charges	87,502.84
Transfer Station Building Rental-February	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-February	714.62
HIDTA Vehicle Lease-February	600.00
Total February Journal Entries	<u><u>\$ 1,276,731.60</u></u>

Journal Entries - March, 2022

March Health Insurance Cost Distribution	\$ 298,938.25
March Dental Insurance Cost Distribution	6,472.93
March Fuel and Maintenance Charges	117,121.15
March Office Supply Charges	161.49
February Office Supply Charges	76.12
March Housing, Parking and Library Postage Charges	619.86
December Engineering Service Charges	8,348.62
March Transfer Station Charges to City Departments	47,517.98
Employee Benefits Funds for March Police and Fire Pension Contributions	115,927.48
Employee Benefits Funds for FICA, IPERS and Unemployment	64,021.21
Employee Benefits Funds for March Employee Insurance Costs	179,332.69
Transit Tax Levy Collections to Transit Fund	4,112.38
Perpetual Care Interest for Cemetery Operations	102.51
3rd Quarter Administrative Fees-Enterprise Funds	501,525.00
Road Use Tax Funds for Street Expenditures	272,422.01
Health Insurance Funds for Wellness Program	11,426.09
General Fund 3rd Quarter Equipment Replacement Allocation	62,500.00
General Fund 3rd Quarter Computer Replacement Allocation	12,500.00
Employee Benefits Funds for Fire Retiree Medical Costs	8,278.82
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Golf Course Drinking Water Testing	12.50
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
March Golf Course Refuse Collection Charges	242.00
March Airport Refuse Collection Charges	75.00
March WPCP Refuse Collection Charges	92.00
March Papoose Lift Station Refuse Collection Charges	102.00
March Transfer Station Landfill Charges	112,958.60
Transfer Station Building Rental-March	5,000.00
HIDTA Vehicle Lease-March	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-March	1,526.84
Landfill Closure Allocation FY22	152,506.00
Landfill Post-Closure Allocation FY22	53,603.00
Landfill Surcharge Part I for Landfill Expenses	5,186.46
Landfill Surcharge Part I to Reserve October-December 2021	5,186.46
Landfill Surcharge Part II to Reserve October-December 2021	10,891.57
Total March Journal Entries	<u><u>\$ 2,233,617.03</u></u>

Journal Entries - April, 2022

April Health Insurance Cost Distribution	\$ 295,832.68
April Dental Insurance Cost Distribution	6,505.16
April Fuel and Maintenance Charges	100,646.04
April Housing, Parking and Library Postage Charges	559.94
April Transfer Station Charges to City Departments	44,341.08
Employee Benefits Funds for April Police and Fire Pension Contributions	125,640.23
Employee Benefits Funds for April FICA, IPERS and Unemployment	64,527.53
Employee Benefits Funds for April Employee Insurance Costs	179,336.88
Road Use Tax Funds for Street Expenditures	183,528.16
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
April Golf Course Refuse Collection Charges	242.00
April Airport Refuse Collection Charges	75.00
April WPCP Refuse Collection Charges	92.00
April Papoose Lift Station Refuse Collection Charges	102.00
April Transfer Station Landfill Charges	105,681.83
Transfer Station Reimbursement to WPCP for Diesel Fuel-April	1,488.95
Transfer Station Building Rental-April	5,000.00
Transfer Station Charge-Demo-January	3,657.42
Transfer Station Charge-Demo-February	2,783.80
HIDTA Vehicle Lease-April	600.00
CVB Allocation 4th Quarter	23,403.00
Emergency Tax Levy Collections to General Fund	52,530.23
Perpetual Care Int for Cemetery Operations	107.21
Total April Journal Entries	<u><u>\$ 1,370,911.15</u></u>

Journal Entries - May, 2022

May Health Insurance Cost Distribution	\$ 296,964.43
May Dental Insurance Cost Distribution	6,535.39
May Fuel and Maintenance Charges	111,672.65
February Engineering Service Charges	5,071.82
March Engineering Service Charges	10,009.69
April Engineering Service Charges	11,354.69
May Engineering Service Charges	8,714.32
April Office Supply Charges	57.93
May Office Supply Charges	172.44
May Housing, Parking & Library Postage Charges	619.58
May Transfer Station Charges to City Departments	48,670.13
Employee Benefits Funds for May Police and Fire Pension Contributions	122,566.59
Employee Benefits Funds for May FICA, IPERS and Unemployment	65,294.41
Employee Benefits Funds for May Employee Insurance Costs	181,379.36
Transit Tax Levy Collections to Transit	3,617.96
Road Use Tax Funds for Street Expenditures	151,460.89
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
May Golf Course Refuse Collection Charges	242.00
May Airport Refuse Collection Charges	75.00
May WPCP Refuse Collection Charges	92.00
May Papoose Lift Station Refuse Collection Charges	102.00
May Transfer Station Landfill Charges	102,784.79
Transfer Station Building Rental-May	5,000.00
HIDTA Vehicle Lease-May	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-May	1,469.15
WPCP Lab Fees for Riverfront Fountain	12.50
WPCP Lab Fees for Aquatic Center	12.50
Total May Journal Entries	<u><u>\$ 1,308,782.23</u></u>

Journal Entries - June, 2022

June Health Insurance Cost Distribution	\$ 299,478.43
June Dental Insurance Cost Distribution	6,567.62
June Fuel and Maintenance Charges	125,711.71
June Office Supply Charges	61.16
June Housing, Parking and Library Postage Charges	664.73
May Engineering Service Charges	3,495.35
June Engineering Service Charges	14,582.64
June Transfer Station Charges to City Departments	47,856.42
Employee Benefits Funds for June Police and Fire Pension Contributions	157,815.27
Employee Benefits Funds for Fire Retiree Medical Costs	19,046.94
Employee Benefits Funds for June FICA, IPERS and Unemployment	104,144.69
Employee Benefits Funds for June Employee Insurance Costs	183,825.34
Employee Benefits Funds-RHS Retirement Contribution	11,347.47
Transit Tax Levy Collections to Transit	1,087.93
Emergency Tax Levy Collections to General Fund	1,423.35
Health Insurance Funds for Wellness Program	18,910.35
Road Use Tax Funds for Street Expenditures	317,788.01
Road Use Tax Funds for New Sidewalk Program	80.38
Road Use Tax Funds for 67th Street Sidewalk Project	3,960.31
Road Use Tax Funds for Pavement Management Program	159,389.31
Road Use Tax Funds for Grandview Sidewalk Project	100,000.00
WPCP Funds to West Hill Sewer Reserve	16,666.63
WPCP Replacement Reserve for High Strength Waste Project	3,589.75
WPCP Funds for Nutrient Reduction Study	3,983.00
WPCP Funds to Sewer Systems Extension & Improvement Reserve	33,333.37
June Golf Refuse Collection Charges	242.00
June Airport Refuse Charges	75.00
June WPCP Refuse Charges	92.00
June Papoose Lift Station Refuse Collection Charges	102.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.63
Collection and Drainage Funds to West Hill Sewer Reserve	16,666.63
Collection and Drainage Funds for Lake Park Watershed Study	13,500.00
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
Sewer Extension Reserve Funds for Papoose Sewer Redundant Line	10,444.49
June Transfer Station Landfill Charges	110,576.08
Transfer Station Building Rental-June	5,000.00
Landfill Surcharge Part I January-March	4,743.54
Landfill Surcharge Part I April-June	5,531.99
Landfill Surcharge Part II January-March	9,961.42
Landfill Surcharge Part II April-June	11,617.18
Landfill Surcharge Part I for Landfill Expenses January-March	4,743.54
Landfill Surcharge Part I for Landfill Expenses April-June	5,531.99
Landfill Surcharge Part II for Refuse Collection Expense	44,277.40
Transfer Refuse Funds to Transfer Station for Surcharge Part II	44,277.40

Journal Entries - June, 2022

HIDTA Vehicle Lease-June	600.00
Cleaning Supply Charges January-June 2022	4,041.55
Downtown TIF Funds for Prior Year TIF Legal Costs	1,176.63
Downtown TIF Funds for Administrative Costs	169,223.37
Downtown TIF Funds for Chamber Grant	43,000.00
Southend TIF Funds for TIF Debt Requirements FY22	352,900.00
Southend TIF Funds for Amphitheater Design	50,000.00
Southend TIF Funds for Small Business Forgivable Loan Program	100,000.00
Southend TIF Funds for Grandview Loan Program	50,000.00
Southend TIF Funds for Small Business Code Improvements	50,000.00
Southend TIF Funds for 2nd Street Façade Improvements	100,000.00
WPCP Funds for FY22 Debt Requirements	92,950.00
Enterprise Fund Transfers for 4th Quarter Admin Fees	501,525.00
Local Option Sales Tax for Pavement Management Project	598,468.10
Local Option Sales Tax for West Hill Sewer Project	1,284,177.53
Payment #2 on Vehicle Lift Internal Loan	22,000.00
Communication Admin Fee FY22	65,600.00
General Fund Boat Harbor Subsidy FY22	9,896.45
Perpetual Care Interest for Cemetery Operations	1,513.61
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Testing for Golf Course	28.50
General Fund 4th Quarter Computer Replacement Allocation	12,500.00
General Fund 4th Quarter Equipment Replacement Allocation	62,500.00
Police Aquatic Center Security-June	1,990.20
CAT Grant Funds for West Side Trail	11,732.67
Close Airport Apron Phase 2 to Taxilane Project	15,561.62
Close Airport New Hangars to Taxilane Project	11,210.99
Close Airport New Hangar to Taxiway A Project Deficit	10.40
Library Google Workspace Allocation	1,653.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,550.14
City Solid Waste Agency Assessment FY22	64,747.00
Total June Journal Entries	<u><u>\$ 5,711,092.88</u></u>

Journal Entries - July, 2022

July Health Insurance Cost Distribution	\$ 301,197.53
July Dental Insurance Cost Distribution	6,568.62
July Fuel and Maintenance Charges	115,053.30
July Office Supply Charges	114.54
July Housing, Parking & Library Postage Charges	610.48
City CVB Allocation 1st Quarter	37,079.00
July Transfer Station Charges to City Departments	45,523.87
Employee Benefits Funds for July Police and Fire Pension Contributions	121,611.09
Employee Benefits Funds for July FICA, IPERS and Unemployment	71,677.54
Employee Benefits Funds for July Employee Insurance Costs	182,498.42
Road Use Tax Funds for Street Expenditures	164,978.78
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
July Golf Course Refuse Collection Charges	242.00
July Airport Refuse Collection Charges	75.00
July WPCP Refuse Collection Charges	92.00
July Papoose Lift Station Refuse Collection Charges	102.00
July Transfer Station Landfill Charges	92,105.15
Transfer Station Building Rental-July	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,507.66
HIDTA Vehicle Lease-July	600.00
Total July Journal Entries	<u><u>\$ 1,321,646.99</u></u>

Journal Entries - August, 2022

August Health Insurance Cost Distribution	\$ 297,986.43
August Dental Insurance Cost Distribution	6,440.70
August Fuel and Maintenance Charges	123,149.80
August Office Supply Charges	61.15
August Housing, Parking & Library Postage Charges	752.10
August Transfer Station Charges to City Departments	55,735.74
Employee Benefits Funds for August Police and Fire Pension Contributions	111,949.12
Employee Benefits Funds for August FICA, IPERS and Unemployment	64,300.63
Employee Benefits Funds for August Employee Insurance Costs	180,447.79
Road Use Tax Funds for Street Expenditures	296,910.69
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
August Golf Course Refuse Collection Charges	242.00
August Airport Refuse Collection Charges	75.00
August WPCP Refuse Collection Charges	92.00
August Papoose Lift Station Refuse Collection Charges	102.00
August Transfer Station Landfill Charges	205,958.96
Transfer Station Building Rental-August	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
HIDTA Vehicle Lease-August	600.00
Total August Journal Entries	<u><u>\$ 1,526,139.80</u></u>

Journal Entries - September, 2022

September Health Insurance Cost Distribution	\$ 296,086.14
September Dental Insurance Cost Distribution	6,505.16
September Fuel and Maintenance Charges	111,449.10
September Office Supply Charges	69.29
September Housing, Parking & Library Postage Charges	988.97
September Transfer Station Charges to City Departments	49,432.52
Employee Benefits Funds for September Police and Fire Pension Contributions	112,047.00
Employee Benefits Funds for September FICA, IPERS and Unemployment	60,915.55
Employee Benefits Funds for September Employee Insurance Costs	181,433.83
Employee Benefits Funds for Fire Retiree Medical Costs	15,663.45
Health Insurance Funds for Wellness Program	11,066.89
Employee Benefits Funds for FY 2023 Workers Compensation	42,105.00
Workers Compensation Allocation FY 2022/2023	158,869.00
Emergency Tax Levy Collections to General Fund-September	28,616.87
Road Use Tax Funds for Street Expenditures	177,025.21
WPCP Lab Fees for Golf Course	12.50
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
September Golf Course Refuse Collection Charges	242.00
September Airport Refuse Collection Charges	75.00
September WPCP Refuse Collection Charges	92.00
September Papoose Lift Station Refuse Collection Charges	102.00
September Transfer Station Landfill Charges	103,161.20
Transfer Station Building Rental-September	5,000.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,325.68
1st Quarter Administrative Fees-Enterprise Funds	527,700.00
1st Quarter Equipment Replacement Allocation	62,500.00
1st Quarter Computer Replacement Allocation	10,000.00
HIDTA Vehicle Lease-September	600.00
Total September Journal Entries	<u><u>\$ 2,138,081.87</u></u>

Journal Entries - October 2022

October Health Insurance Cost Distribution	\$ 300,248.41
October Dental Insurance Cost Distribution	6,691.89
October Fuel and Maintenance Charges	103,315.21
October Housing, Parking & Library Postage Charges	695.05
CVB Allocation 2nd Quarter	37,079.00
October Transfer Station Charges to City Departments	46,722.53
Employee Benefits Funds for October Police and Fire Pension Contributions	110,904.19
Employee Benefits Funds for October FICA, IPERS and Unemployment	63,100.63
Employee Benefits Funds for October Employee Insurance Costs	182,803.97
Transit Tax Levy Collections to Transit-October	86,674.09
Road Use Tax Funds for Street Expenditures	218,347.98
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
October Golf Course Refuse Collection Charges	242.00
October Airport Refuse Collection Charges	75.00
October WPCP Refuse Collection Charges	92.00
October Papoose Lift Station Refuse Collection Charges	102.00
October Transfer Station Landfill Charges	98,833.27
Transfer Station Building Rental-October	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel	1,706.93
HIDTA Vehicle Lease-October	600.00
Total October Journal Entries	<u><u>\$ 1,438,219.16</u></u>

Journal Entries - November 2022

November Health Insurance Cost Distribution	\$ 300,889.22
November Dental Insurance Cost Distribution	6,724.12
November Fuel and Maintenance Charges	117,997.17
November Housing & Library Postage Charges	419.36
November Transfer Station Charges to City Departments	46,821.31
Employee Benefits Funds for November Police and Fire Pension Contributions	162,982.16
Employee Benefits Funds for November FICA, IPERS and Unemployment	64,642.10
Employee Benefits Funds for November Employee Insurance Costs	181,754.82
Emergency Tax Levy Collections to General Fund-November	17,676.24
Road Use Tax Funds for Street Expenditures	229,281.49
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Funds to Sewer Systems Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
November Golf Course Refuse Collection Charges	242.00
November Airport Refuse Collection Charges	75.00
November WPCP Refuse Collection Charges	92.00
November Papoose Lift Station Refuse Collection Charges	102.00
November Transfer Station Landfill Charges	86,614.77
Transfer Station Building Rental-November	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-November	1,926.30
HIDTA Vehicle Lease-November	600.00
Insurance Allocation for FY 2022/2023	<u>557,227.00</u>
Total November Journal Entries	<u><u>\$ 1,956,052.07</u></u>

Journal Entries - December 2022

December Health Insurance Cost Distribution	\$ 302,593.82
December Dental Insurance Cost Distribution	6,756.35
December Fuel and Maintenance Charges	188,103.65
December Housing & Library Postage Charges	303.76
July Engineering Service Charges	9,355.42
August Engineering Service Charges	15,783.85
September Engineering Service Charges	4,483.73
October Engineering Service Charges	3,112.81
November Engineering Service Charges	2,514.10
December Engineering Service Charges	9,724.24
December Transfer Station Charges to City Departments	43,126.77
Employee Benefits Funds for December Police and Fire Pension Contributions	167,775.44
Employee Benefits Funds for December FICA, IPERS and Unemployment	93,060.94
Employee Benefits Funds for December Employee Insurance Costs	182,822.58
Emergency Tax Levy Collections to General Fund-December	9,149.43
2nd Quarter Administrative Fees-Enterprise Funds	527,700.00
2nd Quarter General Fund Equipment Replacement Allocation	62,500.00
2nd Quarter General Fund Computer Replacement Allocation	10,000.00
Road Use Tax Funds for Street Expenditures	212,976.66
Health Insurance Funds for Wellness Program	
Employee Wellness Funds to Recreation	
Employee Benefits Funds for Fire Retiree Medical Costs	
Employee Benefits Funds for Police Retiree Medical Costs	
Employee Benefits Funds for FY21 Police/Fire Medical Insurance	
Employee Benefits Funds - RHS	
Cleaning Supply Charges July-December	3,343.26
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Golf Course	12.50
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
December Golf Course Refuse Collection Charges	242.00
December Airport Refuse Collection Charges	75.00
December WPCP Refuse Collection Charges	92.00
December Papoose Lift Station Refuse Collection Charges	102.00
December Transfer Station Landfill Charges	82,869.74
Transfer Station Building Rental-December	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-December	955.23
Landfill Surcharge Part I for Landfill Expenses July-September	5,160.53
Landfill Surcharge Part I to Reserve July-September	5,160.53
Landfill Surcharge Part II to Reserve July-September	10,837.11
HIDTA Vehicle Lease-December	600.00
Total December Journal Entries	<u><u>\$ 2,141,278.46</u></u>

Journal Entries - January, 2023

January Health Insurance Cost Distribution	\$ 326,344.99
January Dental Insurance Cost Distribution	6,658.66
January Fuel and Maintenance Charges	107,367.27
October Office Supply Charges	70.00
November Office Supply Charges	158.30
December Office Supply Charges	107.95
January Office Supply Charges	183.61
January Housing & Library Postage Charges	453.83
CVB Allocation 3rd Quarter	19,592.00
January Transfer Station Charges to City Departments	44,655.22
Employee Benefits Funds for January Police and Fire Pension Contributions	111,454.96
Employee Benefits Funds for January FICA, IPERS and Unemployment	65,314.41
Employee Benefits Funds for January Employee Insurance Costs	194,645.27
Employee Benefits Funds for Fire Retiree Medical Costs	13,320.76
Emergency Tax Levy Collections to General Fund-January	2,563.45
Road Use Tax Funds for Street Expenditures	185,624.51
Health Insurance Funds for Wellness Program	22,597.22
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
January Golf Course Refuse Collection Charges	242.00
January Airport Refuse Collection Charges	75.00
January WPCP Refuse Collection Charges	92.00
January Papoose Lift Station Refuse Collection Charges	102.00
January Transfer Station Landfill Charges	79,627.72
Transfer Station Building Rental-January	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-January	1,361.25
HIDTA Vehicle Lease-January	600.00
Total January Journal Entries	<u><u>\$ 1,363,197.39</u></u>

Journal Entries - February, 2022

February Health Insurance Cost Distribution	\$ 296,821.44
February Dental Insurance Cost Distribution	6,376.24
February Fuel and Maintenance Charges	83,640.65
February Housing, Parking & Library Postage Charges	551.55
February Transfer Station Charges to City Departments	39,191.89
Employee Benefits Funds for February Police and Fire Pension Contributions	115,407.21
Employee Benefits Funds for February FICA, IPERS and Unemployment	62,146.79
Employee Benefits Funds for February Employee Insurance Costs	176,866.48
Transit Tax Levy Collections to Transit	667.00
Road Use Tax Funds for Street Expenditures	225,843.88
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Fall 2021 Sludge Analysis	660.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
February Golf Course Refuse Collection Charges	242.00
February Airport Refuse Collection Charges	75.00
February WPCP Refuse Collection Charges	92.00
February Papoose Lift Station Refuse Collection Charges	102.00
February Transfer Station Landfill Charges	87,502.84
Transfer Station Building Rental-February	5,000.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-February	714.62
HIDTA Vehicle Lease-February	600.00
Total February Journal Entries	<u><u>\$ 1,276,731.60</u></u>

Journal Entries - March, 2022

March Health Insurance Cost Distribution	\$ 298,938.25
March Dental Insurance Cost Distribution	6,472.93
March Fuel and Maintenance Charges	117,121.15
March Office Supply Charges	161.49
February Office Supply Charges	76.12
March Housing, Parking and Library Postage Charges	619.86
December Engineering Service Charges	8,348.62
March Transfer Station Charges to City Departments	47,517.98
Employee Benefits Funds for March Police and Fire Pension Contributions	115,927.48
Employee Benefits Funds for FICA, IPERS and Unemployment	64,021.21
Employee Benefits Funds for March Employee Insurance Costs	179,332.69
Transit Tax Levy Collections to Transit Fund	4,112.38
Perpetual Care Interest for Cemetery Operations	102.51
3rd Quarter Administrative Fees-Enterprise Funds	501,525.00
Road Use Tax Funds for Street Expenditures	272,422.01
Health Insurance Funds for Wellness Program	11,426.09
General Fund 3rd Quarter Equipment Replacement Allocation	62,500.00
General Fund 3rd Quarter Computer Replacement Allocation	12,500.00
Employee Benefits Funds for Fire Retiree Medical Costs	8,278.82
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
WPCP Lab Fees for Golf Course Drinking Water Testing	12.50
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
March Golf Course Refuse Collection Charges	242.00
March Airport Refuse Collection Charges	75.00
March WPCP Refuse Collection Charges	92.00
March Papoose Lift Station Refuse Collection Charges	102.00
March Transfer Station Landfill Charges	112,958.60
Transfer Station Building Rental-March	5,000.00
HIDTA Vehicle Lease-March	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-March	1,526.84
Landfill Closure Allocation FY22	152,506.00
Landfill Post-Closure Allocation FY22	53,603.00
Landfill Surcharge Part I for Landfill Expenses	5,186.46
Landfill Surcharge Part I to Reserve October-December 2021	5,186.46
Landfill Surcharge Part II to Reserve October-December 2021	10,891.57
Total March Journal Entries	<u><u>\$ 2,233,617.03</u></u>

Journal Entries - April, 2022

April Health Insurance Cost Distribution	\$ 295,832.68
April Dental Insurance Cost Distribution	6,505.16
April Fuel and Maintenance Charges	100,646.04
April Housing, Parking and Library Postage Charges	559.94
April Transfer Station Charges to City Departments	44,341.08
Employee Benefits Funds for April Police and Fire Pension Contributions	125,640.23
Employee Benefits Funds for April FICA, IPERS and Unemployment	64,527.53
Employee Benefits Funds for April Employee Insurance Costs	179,336.88
Road Use Tax Funds for Street Expenditures	183,528.16
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
April Golf Course Refuse Collection Charges	242.00
April Airport Refuse Collection Charges	75.00
April WPCP Refuse Collection Charges	92.00
April Papoose Lift Station Refuse Collection Charges	102.00
April Transfer Station Landfill Charges	105,681.83
Transfer Station Reimbursement to WPCP for Diesel Fuel-April	1,488.95
Transfer Station Building Rental-April	5,000.00
Transfer Station Charge-Demo-January	3,657.42
Transfer Station Charge-Demo-February	2,783.80
HIDTA Vehicle Lease-April	600.00
CVB Allocation 4th Quarter	23,403.00
Emergency Tax Levy Collections to General Fund	52,530.23
Perpetual Care Int for Cemetery Operations	107.21
Total April Journal Entries	<u><u>\$ 1,370,911.15</u></u>

Journal Entries - May, 2022

May Health Insurance Cost Distribution	\$ 296,964.43
May Dental Insurance Cost Distribution	6,535.39
May Fuel and Maintenance Charges	111,672.65
February Engineering Service Charges	5,071.82
March Engineering Service Charges	10,009.69
April Engineering Service Charges	11,354.69
May Engineering Service Charges	8,714.32
April Office Supply Charges	57.93
May Office Supply Charges	172.44
May Housing, Parking & Library Postage Charges	619.58
May Transfer Station Charges to City Departments	48,670.13
Employee Benefits Funds for May Police and Fire Pension Contributions	122,566.59
Employee Benefits Funds for May FICA, IPERS and Unemployment	65,294.41
Employee Benefits Funds for May Employee Insurance Costs	181,379.36
Transit Tax Levy Collections to Transit	3,617.96
Road Use Tax Funds for Street Expenditures	151,460.89
WPCP Funds to Replacement Reserve	33,333.33
WPCP Funds to West Hill Sewer Reserve	16,666.67
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.67
Collection & Drainage Funds to West Hill Sewer Reserve	16,666.67
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	78,396.67
May Golf Course Refuse Collection Charges	242.00
May Airport Refuse Collection Charges	75.00
May WPCP Refuse Collection Charges	92.00
May Papoose Lift Station Refuse Collection Charges	102.00
May Transfer Station Landfill Charges	102,784.79
Transfer Station Building Rental-May	5,000.00
HIDTA Vehicle Lease-May	600.00
Transfer Station Reimbursement to WPCP for Diesel Fuel-May	1,469.15
WPCP Lab Fees for Riverfront Fountain	12.50
WPCP Lab Fees for Aquatic Center	12.50
Total May Journal Entries	<u><u>\$ 1,308,782.23</u></u>

Journal Entries - June, 2022

June Health Insurance Cost Distribution	\$ 299,478.43
June Dental Insurance Cost Distribution	6,567.62
June Fuel and Maintenance Charges	125,711.71
June Office Supply Charges	61.16
June Housing, Parking and Library Postage Charges	664.73
May Engineering Service Charges	3,495.35
June Engineering Service Charges	14,582.64
June Transfer Station Charges to City Departments	47,856.42
Employee Benefits Funds for June Police and Fire Pension Contributions	157,815.27
Employee Benefits Funds for Fire Retiree Medical Costs	19,046.94
Employee Benefits Funds for June FICA, IPERS and Unemployment	104,144.69
Employee Benefits Funds for June Employee Insurance Costs	183,825.34
Employee Benefits Funds-RHS Retirement Contribution	11,347.47
Transit Tax Levy Collections to Transit	1,087.93
Emergency Tax Levy Collections to General Fund	1,423.35
Health Insurance Funds for Wellness Program	18,910.35
Road Use Tax Funds for Street Expenditures	317,788.01
Road Use Tax Funds for New Sidewalk Program	80.38
Road Use Tax Funds for 67th Street Sidewalk Project	3,960.31
Road Use Tax Funds for Pavement Management Program	159,389.31
Road Use Tax Funds for Grandview Sidewalk Project	100,000.00
WPCP Funds to West Hill Sewer Reserve	16,666.63
WPCP Replacement Reserve for High Strength Waste Project	3,589.75
WPCP Funds for Nutrient Reduction Study	3,983.00
WPCP Funds to Sewer Systems Extension & Improvement Reserve	33,333.37
June Golf Refuse Collection Charges	242.00
June Airport Refuse Charges	75.00
June WPCP Refuse Charges	92.00
June Papoose Lift Station Refuse Collection Charges	102.00
Collection & Drainage Funds to Sewer Extension & Improvement Reserve	29,166.63
Collection and Drainage Funds to West Hill Sewer Reserve	16,666.63
Collection and Drainage Funds for Lake Park Watershed Study	13,500.00
Sewer Revenue Bond Sinking Fund Transfer-Interest & Principal	79,151.67
Sewer Extension Reserve Funds for Papoose Sewer Redundant Line	10,444.49
June Transfer Station Landfill Charges	110,576.08
Transfer Station Building Rental-June	5,000.00
Landfill Surcharge Part I January-March	4,743.54
Landfill Surcharge Part I April-June	5,531.99
Landfill Surcharge Part II January-March	9,961.42
Landfill Surcharge Part II April-June	11,617.18
Landfill Surcharge Part I for Landfill Expenses January-March	4,743.54
Landfill Surcharge Part I for Landfill Expenses April-June	5,531.99
Landfill Surcharge Part II for Refuse Collection Expense	44,277.40
Transfer Refuse Funds to Transfer Station for Surcharge Part II	44,277.40

Journal Entries - June, 2022

HIDTA Vehicle Lease-June	600.00
Cleaning Supply Charges January-June 2022	4,041.55
Downtown TIF Funds for Prior Year TIF Legal Costs	1,176.63
Downtown TIF Funds for Administrative Costs	169,223.37
Downtown TIF Funds for Chamber Grant	43,000.00
Southend TIF Funds for TIF Debt Requirements FY22	352,900.00
Southend TIF Funds for Ampitheater Design	50,000.00
Southend TIF Funds for Small Business Forgivable Loan Program	100,000.00
Southend TIF Funds for Grandview Loan Program	50,000.00
Southend TIF Funds for Small Business Code Improvements	50,000.00
Southend TIF Funds for 2nd Street Façade Improvements	100,000.00
WPCP Funds for FY22 Debt Requirements	92,950.00
Enterprise Fund Transfers for 4th Quarter Admin Fees	501,525.00
Local Option Sales Tax for Pavement Management Project	598,468.10
Local Option Sales Tax for West Hill Sewer Project	1,284,177.53
Payment #2 on Vehicle Lift Internal Loan	22,000.00
Communication Admin Fee FY22	65,600.00
General Fund Boat Harbor Subsidy FY22	9,896.45
Perpetual Care Interest for Cemetery Operations	1,513.61
WPCP Lab Fees for Mississippi Mist	12.50
WPCP Lab Fees for Aquatic Center	12.50
WPCP Lab Testing for Golf Course	28.50
General Fund 4th Quarter Computer Replacement Allocation	12,500.00
General Fund 4th Quarter Equipment Replacement Allocation	62,500.00
Police Aquatic Center Security-June	1,990.20
CAT Grant Funds for West Side Trail	11,732.67
Close Airport Apron Phase 2 to Taxilane Project	15,561.62
Close Airport New Hangars to Taxilane Project	11,210.99
Close Airport New Hangar to Taxiway A Project Deficit	10.40
Library Google Workspace Allocation	1,653.00
Reimbursement from Transfer Station to WPCP for Diesel Fuel	1,550.14
City Solid Waste Agency Assessment FY22	64,747.00
Total June Journal Entries	<u><u>\$ 5,711,092.88</u></u>

City of Muscatine Receipts
For the Month of January 2023

Department Receipts:

Finance	\$ 449,796.33
Parks	14,840.90
Public Works	568.15
Fire & Ambulance	170,829.15
Building & Zoning	27,935.12
Police	4,656.72
Library	1,893.08
Cemetery	15,737.38
Golf Course	1,762.25
Transfer Station	19,594.26
Parking Meters	5,852.24
Parking Fines	1,915.00
Transit Fares	10,149.52
Sewer & Sanitation - Collected by MPW	592,024.52
Direct Deposits:	
ATE Fines	31,267.80
Franchise Fees	30,046.27
Property Tax	156,920.37
Road Use Tax	235,687.68
Local Option Tax	279,702.97
Grants and Reimbursements	43,499.10
Interest	89,811.33
Housing Reimbursements	108,712.22

Subtotal	\$ 2,293,202.36
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Housing Programs:

Voucher Program:

HUD Grant	\$ 181,714.53
Interest	559.84
Reimbursements	50.00

Clark House:

HUD Grant	22,010.48
Interest	1,564.26
Tenant Payments	26,636.00
Other	2,643.00

Sunset Park:

HUD Grant	25,447.50
Tenant Payments	16,463.21

Subtotal	\$ 277,088.82
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Interdepartmental Receipts	1,363,197.39
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TOTAL	\$ 3,933,488.57
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City of Muscatine Receipts
For the Month of January 2023

Reconciliation not to be published

Reconciliation

Receipts Entered	\$1,643,525.50
Register Receipts	371,522.43
B&Z Register Receipts	18,357.45
Fire Register Receipts	170,079.13
General Interest	89,717.85
Housing:	
Voucher	182,324.37
Clark House	52,853.74
Sunset Park	41,910.71
Journal Entries	<u>1,363,197.39</u>
TOTAL	<u><u>\$ 3,933,488.57</u></u>

City of Muscatine Receipts
For the Month of November 2022

Department Receipts:

Finance	\$ 510,397.96
Parks	13,178.85
Fire & Ambulance	188,104.12
Building & Zoning	41,913.05
Police	500.00
Art Center	3,772.50
Library	4,024.03
Cemetery	6,012.38
Golf Course	23,504.10
WPCP	3,435.30
Transfer Station	34,264.34
Parking Meters	3,744.03
Parking Fines	4,891.06
Transit Fares	7,665.06
Sewer & Sanitation - Collected by MPW	500,370.18

Direct Deposits:

ATE Fines	72,186.60
Franchise Fees	30,616.52
Property Tax	1,191,225.08
Road Use Tax	258,827.68
Grants and Reimbursements	454,520.89
Interest	38,888.96
Housing Reimbursements	60,240.86

Subtotal	\$ 3,452,283.55
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Housing Programs:

Voucher Program:

HUD Grant	\$ 155,203.82
Interest	450.32
Reimbursements	216.97

Clark House:

HUD Grant	23,865.81
Interest	1,541.60
Tenant Payments	26,598.00
Other	1,643.00

Sunset Park:

HUD Grant	20,246.20
Tenant Payments	16,378.64

Subtotal	\$ 246,144.36
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Interdepartmental Receipts	1,956,052.07
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TOTAL	\$ 5,654,479.98
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City of Muscatine Receipts
For the Month of November 2022

Reconciliation not to be published

Reconciliation

Receipts Entered	\$2,675,870.60
Register Receipts	507,832.96
B&Z Register Receipts	41,913.05
Fire Register Receipts	188,007.39
General Interest	38,659.55
Housing:	
Voucher	155,871.11
Clark House	53,648.41
Sunset Park	36,624.84
Journal Entries	<u>1,956,052.07</u>
TOTAL	<u><u>\$ 5,654,479.98</u></u>

City of Muscatine Receipts
For the Month of December 2022

Department Receipts:	
Finance	\$ 631,591.12
Parks	16,328.85
Public Works	7,043.27
Fire & Ambulance	236,394.86
Building & Zoning	19,249.30
Police	695.00
Art Center	603.50
Library	1,957.10
Cemetery	6,146.18
Golf Course	4,297.15
Marina	210.30
WPCP	13.93
Transfer Station	20,988.19
Parking Meters	5,767.01
Parking Fines	1,740.00
Transit Fares	8,357.37
Sewer & Sanitation - Collected by MPW	740,171.46
Direct Deposits:	
ATE Fines	65,085.80
Property Tax	622,155.67
Road Use Tax	279,026.07
Local Option Tax	727,472.41
Hotel/Motel Tax	210,952.67
Grants and Reimbursements	317,823.92
Interest	44,211.87
Housing Reimbursements	62,379.39
Subtotal	\$ 4,030,662.39
Housing Programs:	
Voucher Program:	
HUD Grant	\$ 184,002.41
Interest	532.28
Reimbursements	189.00
Clark House:	
HUD Grant	83,982.41
Interest	1,777.23
Tenant Payments	28,318.00
Other	2,910.86
Sunset Park:	
HUD Grant	91,257.66
Tenant Payments	14,584.85
Interest	2.16
Subtotal	\$ 407,556.86
Interdepartmental Receipts	2,141,278.46
TOTAL	\$ 6,579,497.71

City of Muscatine Receipts
For the Month of December 2022

Reconciliation not to be published

Reconciliation

Receipts Entered	\$3,100,464.38
Register Receipts	630,440.49
B&Z Register Receipts	19,243.90
Fire Register Receipts	236,382.86
General Interest	44,130.76
Housing:	
Voucher	184,723.69
Clark House	116,988.50
Sunset Park	105,844.67
Journal Entries	<u>2,141,278.46</u>
TOTAL	<u><u>\$ 6,579,497.71</u></u>

BILLS FOR APPROVAL SUMMARY
April 7, 2023

Computer Bill Lists

Regular Bills 4/7/23	\$ 1,325,399.31
Special Cks 3/21/23	300.00
Payroll Vendor Checks 3/17/23	42,586.41
Payroll Vendor Checks 3/31/23	9,430.57
Payroll Vendor ACH Payments 3/17/23	94,673.33
Payroll Vendor ACH Payments 3/31/23	92,440.58
Subtotal	\$ 1,564,830.20

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance March	\$ 79,000.00
Wellmark Insurance	Health/Dental Insurance March	79,000.00
Wellmark Insurance	Health/Dental Insurance March	79,000.00
Treasurer State of Iowa	State Tax Withholding	26,026.45
Treasurer State of Iowa	State Tax Withholding	28,067.79
Payroll Account	Transfer	402,697.35
Payroll Account	Transfer	432,126.55
Internal Revenue Service	Federal Withholding	118,043.08
Internal Revenue Service	Federal Withholding	108,106.58
Treasurer State of Iowa	Monthly Sales Tax	13,862.82
Subtotal		\$ 1,365,930.62

Voucher Program

Various Landlords	Actual April Rent	\$ (3,246.00)
		\$ (3,246.00)

Voids

Void Checks 3/21/23	Operating	\$ (2,500.00)
	Subtotal	\$ (2,500.00)

Total before Journal Entries	\$ 2,925,014.82
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Journal Entries-

November 2022	\$ 1,956,052.07
December 2022	2,141,278.46
January 2023	1,363,197.39
Total	\$ 5,460,527.92

Total Expenditures	\$ 8,385,542.74
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Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 04/04/2023 - 2:51PM
 Batch: 00001.04.2023



City of
MUSCATINE
 City Hall
 215 Sycamore St
 Muscatine, Iowa 52761
www.muscatineiowa.gov
 (563) 264-1550

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVEN	PR Batch 00002.03.2023 State Income T	03/17/2023	0	77.63	
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVEN	PR Batch 00004.03.2023 State Income T	03/31/2023	0	81.22	
		Vendor Subtotal:			158.85	
1000-01-1111-52600	HY-VEE	Budget Meeting Food	03/28/2023	0	58.66	
		Vendor Subtotal:			58.66	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	759.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	2,549.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	2,430.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	608.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	720.00	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	202.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	14,530.70	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	337.50	
1000-01-1121-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	723.00	
		Vendor Subtotal:			22,860.20	
1000-01-1121-61225	MUSCATINE COUNTY TREASURER	Quarterly Services	04/04/2023	0	10,000.00	
		Vendor Subtotal:			10,000.00	
1000-01-1131-51300	BEYOND TECHNOLOGY	W2020A HP #414A Black Toner Cartrid	03/31/2023	0	160.12	00023876
1000-01-1131-51300	BEYOND TECHNOLOGY	W2021A HP #414A Cyan Toner Cartridg	03/31/2023	0	103.62	00023876
		Vendor Subtotal:			263.74	

1000-01-1132-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - Duplicate Order	03/31/2023	0	209.27
		Vendor Subtotal:			209.27
1000-01-1132-61220	LAW OFFICES OF HOPKINS & HUBBARD	February Legal	03/28/2023	0	2,631.50
		Vendor Subtotal:			2,631.50
1000-01-1144-52840	MITCHELL GRAHAM	First Aid Supplies	03/31/2023	0	67.90
		Vendor Subtotal:			67.90
1000-01-1144-61550	TSS INCORPORATED	Randoms - Raisbeck	03/28/2023	0	137.50
1000-01-1144-61550	TSS INCORPORATED	Randoms - Fulton/Leza/King/Fry	03/28/2023	0	400.00
		Vendor Subtotal:			537.50
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Randoms - Raisebeck	03/31/2023	0	37.00
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Randoms - Schump	03/31/2023	0	70.00
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Randoms - Sink	03/31/2023	0	70.00
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Randoms - Coleman	03/31/2023	0	61.00
		Vendor Subtotal:			238.00
1000-05-1141-63200	CEDAR STREET INVESTMENTS LLC	April 2023	04/04/2023	0	300.00
		Vendor Subtotal:			300.00
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Wages 2022	03/31/2023	0	253.03
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice Levy Tax Max	03/31/2023	0	125.45
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes 3/9/23	03/31/2023	0	83.82
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes 3/9/23	03/31/2023	0	54.54
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 3/16/23	03/31/2023	0	481.96
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN	Minutes/Bills 3/2/23	03/31/2023	0	386.52
		Vendor Subtotal:			1,385.32
1000-05-1141-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18

		Vendor Subtotal:			0.18
1000-05-1141-65250	CENTURYLINK	February Fax Charges	03/28/2023	0	0.49
		Vendor Subtotal:			0.49
1000-05-1143-51100	AMAZON.COM	Metal Ice Scoop	03/31/2023	0	9.98 00023881
		Vendor Subtotal:			9.98
1000-05-1143-69200	FEDEX	Shipping	03/31/2023	0	23.54
		Vendor Subtotal:			23.54
1000-05-1145-63300	PITNEY BOWES GLOBAL FINANCIAL	Postage Lease	03/31/2023	0	491.76
		Vendor Subtotal:			491.76
1000-05-1146-51300	AMAZON.COM	CF230A HP #30A Black Toner Cartridge	03/28/2023	0	72.89 00023797
1000-05-1146-51300	AMAZON.COM	CF232A HP #32A Imaging Drum	03/28/2023	0	97.89 00023797
1000-05-1146-51300	AMAZON.COM	Access Control Card Keycards	03/31/2023	0	38.99
		Vendor Subtotal:			209.77
1000-05-1146-61340	IDRIVE	Remote PC	03/31/2023	0	374.62
		Vendor Subtotal:			374.62
1000-05-1146-65240	MUSCATINE POWER & WATER	Feb - Mar Machlink	03/31/2023	0	1,095.34
1000-05-1146-65240	MUSCATINE POWER & WATER	February Internet - PW	03/28/2023	0	387.00
		Vendor Subtotal:			1,482.34
1000-05-1146-65260	VERIZON WIRELESS	March Cell Phones	03/31/2023	0	40.01
		Vendor Subtotal:			40.01

1000-10-1221-32530	AARON HALL	Reimb Electrical Permit 5407 Reynolds A	03/31/2023	0	10.00
		Vendor Subtotal:			10.00
1000-10-1221-51300	AMAZON.COM	HP 307A - HPCE743A - Magenta Toner	03/31/2023	0	289.95 00023881
		Vendor Subtotal:			289.95
1000-10-1221-51300	OFFICE EXPRESS	HP307A - CE742A - HP Yellow Toner	03/31/2023	0	293.26 00023880
1000-10-1221-51300	OFFICE EXPRESS	HP307A - CE741A - HP Cyan Toner	03/31/2023	0	293.26 00023880
		Vendor Subtotal:			586.52
1000-10-1221-52890	AMAZON.COM	Tablet Case Protector	03/28/2023	0	27.79
		Vendor Subtotal:			27.79
1000-10-1221-61340	POINT & PAY	February CC Fees	03/28/2023	0	15.00
		Vendor Subtotal:			15.00
1000-10-1221-61660	FOCUS FORWARD COACHING, LLC	Community Development Department Te	03/31/2023	0	1,875.00 00023971
1000-10-1221-61660	FOCUS FORWARD COACHING, LLC	Community Development Department Re	03/31/2023	0	11,625.00 00023971
		Vendor Subtotal:			13,500.00
1000-10-1221-62120	FREERS & SONS TREE SERVICE	409 E 6th St - Removal of Dead/Dying C	03/31/2023	0	500.00 00023875
		Vendor Subtotal:			500.00
1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Envelopes	03/31/2023	0	90.00
		Vendor Subtotal:			90.00
1000-10-1221-62370	SYCAMORE PRINTING INC	Printing Post Cards for Code Meeting	03/31/2023	0	112.54 00023859
		Vendor Subtotal:			112.54

1000-10-1221-69200	SYCAMORE PRINTING INC	Mail Post Cards for Code Meeting	03/31/2023	0	21.49
1000-10-1221-69200	SYCAMORE PRINTING INC	Mail Post Cards for Code Meeting	03/31/2023	0	104.64 00023859
Vendor Subtotal:					126.13
1000-10-1221-69800	POINT & PAY	February CC Fees	03/28/2023	0	58.97
Vendor Subtotal:					58.97
1000-15-1311-46700	MISSION SQUARE	Talkington RHS Contribution	03/28/2023	0	27,891.92
Vendor Subtotal:					27,891.92
1000-15-1311-52300	PANTHER UNIFORMS INC	Name Plates	03/31/2023	0	78.00
1000-15-1311-52300	PANTHER UNIFORMS INC	New Issue Raincoat - Wheeler	03/31/2023	0	98.00
Vendor Subtotal:					176.00
1000-15-1311-52880	ON TARGET AMMUNITION	920-223-55FMJ-10 Bulk 223 55gr FMJ	03/28/2023	0	4,920.00 00023323
Vendor Subtotal:					4,920.00
1000-15-1311-52890	GALLS LLC	BA118 BLK Model 500 Riot Baton	03/31/2023	0	248.40 00023812
1000-15-1311-52890	GALLS LLC	Shipping	03/31/2023	0	7.39
Vendor Subtotal:					255.79
1000-15-1311-52890	MENARDS (MUSC)	Coupler/Patch Cable	03/31/2023	0	70.97
1000-15-1311-52890	MENARDS (MUSC)	Batteries	03/31/2023	0	4.99
1000-15-1311-52890	MENARDS (MUSC)	Ext Cord	03/31/2023	0	4.99
Vendor Subtotal:					80.95
1000-15-1311-52890	AMAZON.COM	Photo Backdrop	03/31/2023	0	34.99
Vendor Subtotal:					34.99
1000-15-1311-61340	CARAHSOFT TECHNOLOGY CORP	CUFED 4PC Cellbrite Subscription	03/31/2023	0	4,880.00 00023744

Vendor Subtotal:					4,880.00
1000-15-1311-61520	ORA ORTHOPEDICS PC	Medical D Wheeler DOS 10/25/22 Code:	03/28/2023	0	93.74
Vendor Subtotal:					93.74
1000-15-1311-61520	UNITY HEALTHCARE	Medical M Patel DOS 3/15/23 Code: 364	03/31/2023	0	15.00
Vendor Subtotal:					15.00
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 3/12/23	03/31/2023	0	1,259.52
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 3/19/23	03/31/2023	0	787.20
Vendor Subtotal:					2,046.72
1000-15-1311-62530	DOUGLAS C REIST	Tow for Evidence	03/31/2023	0	290.00
Vendor Subtotal:					290.00
1000-15-1311-62530	JOHNSON COUNTY SHERIFF'S OFF	Phone Extraction	03/31/2023	0	50.00
Vendor Subtotal:					50.00
1000-15-1311-62530	GETZ FIRE EQUIPMENT CO	Refill 4 Fire Extinguishers Replace Valve	03/31/2023	0	289.95 00023813
Vendor Subtotal:					289.95
1000-15-1311-64120	ANTHONY ARNAMAN	Reimb Meals 3/20/23 - 3/23/23	03/31/2023	0	47.98
Vendor Subtotal:					47.98
1000-15-1311-65210	CENTURYLINK	March Phones - Police	03/31/2023	0	88.69
1000-15-1311-65210	CENTURYLINK	March Phones - Police	03/31/2023	0	78.90
Vendor Subtotal:					167.59
1000-15-1311-65250	CENTURYLINK	February Fax Charges	03/28/2023	0	0.26

Vendor Subtotal:					0.26
1000-15-1311-67130	EXCEL AUTO GLASS INC	Replace Windshield in 2012 Chevy Malit	03/31/2023	0	307.30 00023814
Vendor Subtotal:					307.30
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier	03/31/2023	0	69.80
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier	03/31/2023	0	63.91
Vendor Subtotal:					133.71
1000-15-1311-67320	RADAR ROAD TEC	Radar Certification	03/31/2023	0	350.00
Vendor Subtotal:					350.00
1000-15-1311-69900	CREDIT BUREAU OF MUSCATINE II	Credit Check	03/31/2023	0	15.00
1000-15-1311-69900	CREDIT BUREAU OF MUSCATINE II	Credit Check	03/31/2023	0	15.00
1000-15-1311-69900	CREDIT BUREAU OF MUSCATINE II	Credit Check	03/31/2023	0	15.00
1000-15-1311-69900	CREDIT BUREAU OF MUSCATINE II	Credit Check	03/31/2023	0	15.00
1000-15-1311-69900	CREDIT BUREAU OF MUSCATINE II	Credit Check	03/31/2023	0	15.00
1000-15-1311-69900	CREDIT BUREAU OF MUSCATINE II	Credit Check	03/31/2023	0	15.00
1000-15-1311-69900	CREDIT BUREAU OF MUSCATINE II	Credit Check	03/31/2023	0	15.00
Vendor Subtotal:					105.00
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	April 2023	04/04/2023	0	7,500.00
Vendor Subtotal:					7,500.00
1000-15-1320-61660	REINFORCEMENT CONSULTING LL	Peer Support Training	03/31/2023	0	34,648.39
Vendor Subtotal:					34,648.39
1000-20-1321-52300	BERLINS PRO SHOP	T-Shirts Size L - Griffin Wilder	03/31/2023	0	41.10 00023792
1000-20-1321-52300	BERLINS PRO SHOP	T-Shirts Size L - Dustin Bartels	03/31/2023	0	41.10 00023792
1000-20-1321-52300	BERLINS PRO SHOP	T-Shirts Size M - Samuel Martin	03/31/2023	0	41.10 00023792
Vendor Subtotal:					123.30

1000-20-1321-52300	PANTHER UNIFORMS INC	Uniforms for Dustin Bartels - Sew Embl	03/31/2023	0	2.00 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	Sew Emblem Coat	03/31/2023	0	3.00 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	#N8 Name Plate Silver	03/31/2023	0	19.50 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	5-743637243632 EMS Pant Navy 36x32	03/31/2023	0	137.90 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	6120NV Jacket Navy XL/T	03/31/2023	0	173.00 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	3730 Job Shirt Navy L/R	03/31/2023	0	129.90 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	3730 Job Shirt Navy M/R	03/31/2023	0	129.90 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	#N8 Name Plate Silver	03/31/2023	0	19.50 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	P824 LS Shirt Navy 16-35	03/31/2023	0	59.95 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	E2874R EMS Pant Navy 33R	03/31/2023	0	68.95 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	E2804R Pant Navy 33/65/35	03/31/2023	0	117.90 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Names on Garment	03/31/2023	0	8.00 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	6120NV Jacket Navy XL/R	03/31/2023	0	163.00 00023553
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Logo	03/31/2023	0	16.00 00023789
1000-20-1321-52300	PANTHER UNIFORMS INC	E2804R Pant Navy 36/65/35	03/31/2023	0	58.95 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Logo	03/31/2023	0	16.00 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	Uniforms for Griffin Wilder - Sew Emb	03/31/2023	0	2.00 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	P824 LS Shirt Navy 17.5-35	03/31/2023	0	59.95 00023788
1000-20-1321-52300	PANTHER UNIFORMS INC	Embroider Names on Garment	03/31/2023	0	8.00 00023788
Vendor Subtotal:					1,193.40
1000-20-1321-52300	CONWAY SHIELD	6" Helmet Shield	03/31/2023	0	281.70 00023459
Vendor Subtotal:					281.70
1000-20-1321-52750	ARNOLD MOTOR SUPPLY	Lubricants	03/28/2023	0	67.61
Vendor Subtotal:					67.61
1000-20-1321-52750	MENARDS (MUSC)	Fuel Pre-Mix	03/28/2023	0	41.88
1000-20-1321-52750	MENARDS (MUSC)	Moto Mix Fuel - 4 Cycle Premix	03/28/2023	0	71.94 00023822
Vendor Subtotal:					113.82
1000-20-1321-52830	AMAZON.COM	545 Diamond Cutting Wheel 402 Mandre	03/28/2023	0	21.56 00023734
1000-20-1321-52830	AMAZON.COM	Milwaukee 48-11-2412 Twin Pack 3.0 A	03/28/2023	0	87.99 00023734
1000-20-1321-52830	AMAZON.COM	Milwaukee Corless Rotary Tool 12.0V	03/28/2023	0	163.90 00023734
Vendor Subtotal:					273.45

1000-20-1321-52890	MENARDS (MUSC)	Torch Lighter/Spout/Crate	03/28/2023	0	22.58
1000-20-1321-52890	MENARDS (MUSC)	Misc. Operating Supplies	03/28/2023	0	109.97 00023822
1000-20-1321-52890	MENARDS (MUSC)	Water/Tarp	03/28/2023	0	33.92
Vendor Subtotal:					166.47
1000-20-1321-52890	MY-LOR INC.	ID Tags	03/28/2023	0	87.82
Vendor Subtotal:					87.82
1000-20-1321-52890	PHILLIPS BROS RENTALS INC	Bar Covers	03/28/2023	0	11.90
Vendor Subtotal:					11.90
1000-20-1321-52890	AMAZON.COM	Griddle Cleaner	03/31/2023	0	52.46
1000-20-1321-52890	AMAZON.COM	Tennis Balls	03/28/2023	0	55.99
Vendor Subtotal:					108.45
1000-20-1321-53220	ARNOLD MOTOR SUPPLY	Filters	03/31/2023	0	25.17
Vendor Subtotal:					25.17
1000-20-1321-53220	HEIMAN FIRE EQUIPMENT	#2899-AO1ST Blind Cap 5.0" Storz w/L	03/28/2023	0	336.00 00023673
1000-20-1321-53220	HEIMAN FIRE EQUIPMENT	#3266-AXD8NX-NX-F Right JBIV-LP	03/28/2023	0	1,915.00 00023673
1000-20-1321-53220	HEIMAN FIRE EQUIPMENT	#2899-AA1ST-NX Adapter 5.0"Storz x 6	03/28/2023	0	598.00 00023673
1000-20-1321-53220	HEIMAN FIRE EQUIPMENT	#2899-AA1ST-NT Adapter 5.0 Adapter	03/28/2023	0	310.33 00023673
1000-20-1321-53220	HEIMAN FIRE EQUIPMENT	#2899-A3810 Spanner Wrenches & Brac	03/28/2023	0	270.00 00023673
1000-20-1321-53220	HEIMAN FIRE EQUIPMENT	#2899-A3845 3 Wrench Bracket Set X3	03/28/2023	0	210.00 00023673
Vendor Subtotal:					3,639.33
1000-20-1321-61520	EQUIAN LLC	Medical Fee -J Wieland DOS 10/4/22	03/28/2023	0	138.45
Vendor Subtotal:					138.45
1000-20-1321-61520	UNITYPOINT HEALTH	S Martin Pre-Employment Phycial	03/28/2023	0	975.17

			Vendor Subtotal:		975.17
1000-20-1321-61520	UNITY HEALTHCARE	Medical J Wieland DOS 10/4/22 Code:73	03/28/2023	0	194.17
1000-20-1321-61520	UNITY HEALTHCARE	Medical J Wieland DOS 10/4/22 Code:95	03/28/2023	0	754.51
			Vendor Subtotal:		948.68
1000-20-1321-61520	UNITY HEALTHCARE - TRINITY MU	Medical D Wheeler DOS 6/15/22	03/31/2023	0	276.00
			Vendor Subtotal:		276.00
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	03/31/2023	0	642.26
1000-20-1321-61560	TMESYS LLC	Prescription - T Eagle	03/31/2023	0	250.06
			Vendor Subtotal:		892.32
1000-20-1321-61560	WORKERS COMPENSATION RX SOI	Prescriptions J Shryock	03/31/2023	0	1,969.75
			Vendor Subtotal:		1,969.75
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	03/28/2023	0	27.59
			Vendor Subtotal:		27.59
1000-20-1321-62370	SIGN PRO	Graphics #313	03/28/2023	0	91.00
			Vendor Subtotal:		91.00
1000-20-1321-62530	SAFETY-KLEEN, INC	Oil Service	03/28/2023	0	76.50
			Vendor Subtotal:		76.50
1000-20-1321-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18
			Vendor Subtotal:		0.18
1000-20-1321-65240	CENTURYLINK	March Phones - S Fire	03/28/2023	0	73.83

			Vendor Subtotal:		73.83
1000-20-1321-65250	CENTURYLINK	February Fax Charges	03/28/2023	0	0.33
			Vendor Subtotal:		0.33
1000-20-1321-67320	MIDWEST BREATHING AIR LLC	Quarterly Testing	03/28/2023	0	165.00
			Vendor Subtotal:		165.00
1000-20-1321-67320	PHILLIPS BROS RENTALS INC	Sharpen Chain	03/28/2023	0	18.00
			Vendor Subtotal:		18.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	HMA - M Janssen	03/31/2023	0	50.00
			Vendor Subtotal:		50.00
1000-25-1115-61520	UNITY HEALTHCARE - TRINITY MU	Medical J Dahnke DOS 11/7/22	03/31/2023	0	148.00
1000-25-1115-61520	UNITY HEALTHCARE - TRINITY MU	Medical M Cook DOS 11/7/22	03/31/2023	0	148.00
			Vendor Subtotal:		296.00
1000-25-1411-52740	PHILLIPS BROS RENTALS INC	Lubricant/Lamp Head	03/28/2023	0	91.96
			Vendor Subtotal:		91.96
1000-25-1411-52830	GRAINGER DEPT 802675066	Roller Guide	03/28/2023	0	26.75
			Vendor Subtotal:		26.75
1000-25-1411-52830	PHILLIPS BROS RENTALS INC	FS91R Stihl String Trimmer	03/28/2023	0	322.20 00023410
			Vendor Subtotal:		322.20
1000-25-1411-53110	MENARDS (MUSC)	Safety Glasses/Earplugs/Bracket	03/31/2023	0	59.93

			Vendor Subtotal:		59.93	
1000-25-1411-53120	MENARDS (MUSC)	Bulbs/Gloves	03/28/2023	0	34.97	
			Vendor Subtotal:		34.97	
1000-25-1411-61660	IOWA MEMORIAL GRANITE COMPANY	Administrative Fee	03/31/2023	0	610.00	
			Vendor Subtotal:		610.00	
1000-25-1411-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Greenwood	03/28/2023	0	12.17	
			Vendor Subtotal:		12.17	
1000-25-1411-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.66	
			Vendor Subtotal:		0.66	
1000-25-1411-65310	ALLIANT ENERGY	February Gas - Greenwood	03/28/2023	0	31.30	
1000-25-1411-65310	ALLIANT ENERGY	February Gas - Greenwood	03/28/2023	0	760.98	
			Vendor Subtotal:		792.28	
1000-25-1411-67130	GETZ FIRE EQUIPMENT CO	Cemetery Fire Extinguisher Services	03/28/2023	0	300.70	00023669
1000-25-1411-67130	GETZ FIRE EQUIPMENT CO	Annual Service Portable Fire Ext	03/28/2023	0	19.20	
			Vendor Subtotal:		319.90	
1000-25-1421-62370	DAVENPORT PRINTING COMPANY	2023 Parks and Recreation Brochure	03/28/2023	0	3,770.00	00023461
			Vendor Subtotal:		3,770.00	
1000-25-1421-65210	MUSCATINE POWER & WATER	February Base PRI	03/28/2023	0	70.54	
			Vendor Subtotal:		70.54	
1000-25-1421-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18	

			Vendor Subtotal:		0.18
1000-25-1423-38620	HEATHER SHOPPA	Refund	03/31/2023	0	100.00
			Vendor Subtotal:		100.00
1000-25-1423-52100	MENARDS (MUSC)	Torch Kit	03/28/2023	0	31.53
			Vendor Subtotal:		31.53
1000-25-1423-52250	S.J. SMITH CO.	Argon/Cut Off Wheels	03/31/2023	0	84.33
			Vendor Subtotal:		84.33
1000-25-1423-52250	SITEONE LANDSCAPE SUPPLY	Tubing/Replacement Needles	03/28/2023	0	81.00
			Vendor Subtotal:		81.00
1000-25-1423-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - M Bolt	03/31/2023	0	89.08
			Vendor Subtotal:		89.08
1000-25-1423-52750	ARNOLD MOTOR SUPPLY	Winshield Wash	03/28/2023	0	20.18
			Vendor Subtotal:		20.18
1000-25-1423-52750	MENARDS (MUSC)	Silicone/Anti-Seize	03/31/2023	0	11.48
			Vendor Subtotal:		11.48
1000-25-1423-52750	PHILLIPS BROS RENTALS INC	Lubricant	03/31/2023	0	15.49
			Vendor Subtotal:		15.49
1000-25-1423-52810	FASTENAL COMPANY	Hardware	03/31/2023	0	24.43
			Vendor Subtotal:		24.43

1000-25-1423-52890	MENARDS (MUSC)	Cutting Wheel/Carr Bolt/Magic Eraser	03/28/2023	0	36.37
1000-25-1423-52890	MENARDS (MUSC)	Oil Dri/Nipple/Flange	03/28/2023	0	65.82
Vendor Subtotal:					102.19
1000-25-1423-53110	MENARDS (MUSC)	Inline	03/31/2023	0	4.49
1000-25-1423-53110	MENARDS (MUSC)	Nylon Cap/Pulley/Hinge	03/31/2023	0	61.17
1000-25-1423-53110	MENARDS (MUSC)	Shackle Spa/Clamp/Eye Bolt	03/28/2023	0	80.57
1000-25-1423-53110	MENARDS (MUSC)	Quick Link/Saw Blade/Coil	03/28/2023	0	37.56
Vendor Subtotal:					183.79
1000-25-1423-53110	NAPA OF MUSCATINE	Oil Dry	03/28/2023	0	11.99
Vendor Subtotal:					11.99
1000-25-1423-53120	FASTENAL COMPANY	Pipe	03/31/2023	0	32.89
Vendor Subtotal:					32.89
1000-25-1423-53120	MENARDS (MUSC)	Photocell	03/28/2023	0	18.24
1000-25-1423-53120	MENARDS (MUSC)	Lock Cord	03/28/2023	0	20.99
Vendor Subtotal:					39.23
1000-25-1423-53130	MENARDS (MUSC)	Supplies	03/31/2023	0	20.97
1000-25-1423-53130	MENARDS (MUSC)	Tiedown/J Hook/Connector	03/31/2023	0	68.29
Vendor Subtotal:					89.26
1000-25-1423-53220	MENARDS (MUSC)	Battery Box/Starter Cable Switch	03/28/2023	0	29.96
Vendor Subtotal:					29.96
1000-25-1423-53220	MTI DISTRIBUTING INC	Parts for Toro 4100D	03/28/2023	0	771.16 00023670
Vendor Subtotal:					771.16

1000-25-1423-53220	MUSCATINE LAWN & POWER	Bumper	03/28/2023	0	49.56
1000-25-1423-53220	MUSCATINE LAWN & POWER	Blades	03/28/2023	0	50.86
1000-25-1423-53220	MUSCATINE LAWN & POWER	Blades	03/28/2023	0	43.06
Vendor Subtotal:					143.48
1000-25-1423-53220	PHILLIPS BROS RENTALS INC	Chain	03/31/2023	0	42.99
Vendor Subtotal:					42.99
1000-25-1423-62120	FREERS & SONS TREE SERVICE	Drop and Remove Tree Trunk at Longvie	03/28/2023	0	300.00 00023523
Vendor Subtotal:					300.00
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	03/31/2023	0	9.00
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	03/28/2023	0	9.00
Vendor Subtotal:					18.00
1000-25-1423-62260	PS3 Enterprises Inc.	Temp Sanitation	03/31/2023	0	95.00
Vendor Subtotal:					95.00
1000-25-1423-64120	MELISSA BAKER	Reimb Meals 3/21/23 - 3/22/23	03/31/2023	0	31.57
Vendor Subtotal:					31.57
1000-25-1423-64200	MTI DISTRIBUTING INC	Turf Tech School	03/31/2023	0	270.00
Vendor Subtotal:					270.00
1000-25-1423-65210	CENTURYLINK	March Phones - Marina	03/28/2023	0	65.99
1000-25-1423-65210	CENTURYLINK	March Phones - Weed Park	03/28/2023	0	68.40
1000-25-1423-65210	CENTURYLINK	March Phones - River Center	03/28/2023	0	65.86
Vendor Subtotal:					200.25
1000-25-1423-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.08
1000-25-1423-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.16

1000-25-1423-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18
		Vendor Subtotal:			0.42
1000-25-1423-65310	ALLIANT ENERGY	February Gas - Weed Park	03/28/2023	0	955.87
		Vendor Subtotal:			955.87
1000-25-1423-65320	MUSCATINE POWER & WATER	February Electric - Levee	03/28/2023	0	34.90
1000-25-1423-65320	MUSCATINE POWER & WATER	February Electric - Musser	03/28/2023	0	34.90
1000-25-1423-65320	MUSCATINE POWER & WATER	February Electric - Park Comm	03/28/2023	0	17.45
1000-25-1423-65320	MUSCATINE POWER & WATER	February Electric - River Center	03/28/2023	0	100.38
1000-25-1423-65320	MUSCATINE POWER & WATER	February Electric - Maint Shed	03/28/2023	0	604.32
		Vendor Subtotal:			791.95
1000-25-1423-65410	MUSCATINE POWER & WATER	February Water - Maint Shed	03/28/2023	0	21.36
		Vendor Subtotal:			21.36
1000-25-1423-67130	GETZ FIRE EQUIPMENT CO	Park Maintenance Fire Extinguisher Serv	03/28/2023	0	649.90 00023669
		Vendor Subtotal:			649.90
1000-25-1423-67150	ARNOLD MOTOR SUPPLY	Filter	03/31/2023	0	67.78
1000-25-1423-67150	ARNOLD MOTOR SUPPLY	Return	03/31/2023	0	-9.88
1000-25-1423-67150	ARNOLD MOTOR SUPPLY	Filters	03/31/2023	0	55.65
		Vendor Subtotal:			113.55
1000-25-1423-73700	FASTENAL COMPANY	Sling/Spring Hook	03/31/2023	0	78.06
		Vendor Subtotal:			78.06
1000-25-1423-73700	MENARDS (MUSC)	Lumber	03/28/2023	0	58.12
		Vendor Subtotal:			58.12
1000-25-1423-73900	VERDIN	Repair Town Clock on Riverfront	03/31/2023	0	4,168.50 00023933

Vendor Subtotal:					4,168.50
1000-25-1424-52250	MENARDS (MUSC)	Dry Erase/Mouse Glue Trap	03/28/2023	0	35.90
1000-25-1424-52250	MENARDS (MUSC)	Broom/Trap/Mouse Glue Trap/Bucket	03/28/2023	0	77.93
Vendor Subtotal:					113.83
1000-25-1424-52740	SMITH SALES & SERVICE	Oil	03/28/2023	0	20.50
Vendor Subtotal:					20.50
1000-25-1424-52810	BSN SPORTS INC.	Set of Foam Whisker Plugs; BBBLPLUG	03/31/2023	0	68.64 00023455
1000-25-1424-52810	BSN SPORTS INC.	Wood-Filled Home Plate; BBHPSAFE	03/31/2023	0	193.11 00023455
1000-25-1424-52810	BSN SPORTS INC.	Anchor Cleanout Tool; BBDIGOUT	03/31/2023	0	18.64 00023455
1000-25-1424-52810	BSN SPORTS INC.	Four Wheeled Chalker; BBDLM654	03/31/2023	0	521.26 00023455
1000-25-1424-52810	BSN SPORTS INC.	36 Inch Aluminum Landscape Rake; 111'	03/31/2023	0	72.76 00023455
Vendor Subtotal:					874.41
1000-25-1424-52830	MENARDS (MUSC)	Socket Tray/Adapter	03/31/2023	0	45.37
Vendor Subtotal:					45.37
1000-25-1424-52890	MENARDS (MUSC)	Spring Snap/Magnet/Stud	03/31/2023	0	70.26
1000-25-1424-52890	MENARDS (MUSC)	Trash Can W/Lid	03/28/2023	0	53.91
Vendor Subtotal:					124.17
1000-25-1424-53110	MENARDS (MUSC)	Organizer	03/31/2023	0	21.98
Vendor Subtotal:					21.98
1000-25-1424-53130	MENARDS (MUSC)	Supplies	03/31/2023	0	11.98
Vendor Subtotal:					11.98
1000-25-1424-53140	SHERWIN WILLIAMS	Paint	03/31/2023	0	52.69

		Vendor Subtotal:			52.69
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Spark Plug	03/28/2023	0	11.12
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Spark Plugs/Brake Cleaner	03/28/2023	0	51.32
1000-25-1424-53210	ARNOLD MOTOR SUPPLY	Spark Plug	03/28/2023	0	11.12
		Vendor Subtotal:			73.56
1000-25-1424-53220	MENARDS (MUSC)	Rebar	03/28/2023	0	54.80
		Vendor Subtotal:			54.80
1000-25-1424-53220	MOTION INDUSTRIES INC	Oil Seals	03/28/2023	0	23.35
		Vendor Subtotal:			23.35
1000-25-1424-53220	MTI DISTRIBUTING INC	Shipping	03/31/2023	0	20.00 00023727
1000-25-1424-53220	MTI DISTRIBUTING INC	3234-17 - Screw HNF	03/31/2023	0	3.86 00023727
1000-25-1424-53220	MTI DISTRIBUTING INC	104-0015 - Bushing Flange	03/31/2023	0	25.00 00023727
1000-25-1424-53220	MTI DISTRIBUTING INC	131-4201 - Pin Pivot	03/31/2023	0	65.18 00023727
1000-25-1424-53220	MTI DISTRIBUTING INC	Shipping	03/31/2023	0	0.05
		Vendor Subtotal:			114.09
1000-25-1424-53220	SINCLAIR	Key	03/31/2023	0	13.86
		Vendor Subtotal:			13.86
1000-25-1424-64400	JEFFRY LIMBURG	Reimb Meal	03/28/2023	0	5.34
		Vendor Subtotal:			5.34
1000-25-1424-64500	JEFFRY LIMBURG	Reimb Mileage	03/28/2023	0	97.35
		Vendor Subtotal:			97.35
1000-25-1424-65210	CENTURYLINK	March Phones - Kent Stein	03/31/2023	0	75.47
1000-25-1424-65210	CENTURYLINK	March Phones - Kent Stein	03/28/2023	0	65.99

Vendor Subtotal:					141.46
1000-25-1424-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18
Vendor Subtotal:					0.18
1000-25-1426-67130	GETZ FIRE EQUIPMENT CO	ROW Fire Extinguisher Services	03/28/2023	0	38.40 00023669
1000-25-1426-67130	GETZ FIRE EQUIPMENT CO	Annual Service Portable Fire Ext	03/28/2023	0	4.80
Vendor Subtotal:					43.20
1000-25-1427-52100	RIVER CITY TURF & ORNAMENTAL	Flex-A-Clay	03/31/2023	0	550.00 00023543
Vendor Subtotal:					550.00
1000-25-1427-52300	CODY HULL	Reimb Shoes - C Hull	03/31/2023	0	150.00
Vendor Subtotal:					150.00
1000-25-1427-52400	GRAINGER DEPT 802675066	Toilet Paper Roll	03/31/2023	0	38.00
Vendor Subtotal:					38.00
1000-25-1427-52750	ARNOLD MOTOR SUPPLY	Motor Tune-Up	03/31/2023	0	65.43
Vendor Subtotal:					65.43
1000-25-1427-52750	MENARDS (MUSC)	Auto Goop	03/28/2023	0	4.75
Vendor Subtotal:					4.75
1000-25-1427-52750	S.J. SMITH CO.	Welding Rod	03/31/2023	0	33.37
Vendor Subtotal:					33.37
1000-25-1427-52810	BSN SPORTS INC.	Set of Corner Flags; BSN MSSOCFLGY	03/31/2023	0	123.52 00023455

		Vendor Subtotal:			123.52
1000-25-1427-52830	MENARDS (MUSC)	Spark Plugs	03/28/2023	0	11.96
		Vendor Subtotal:			11.96
1000-25-1427-53110	MENARDS (MUSC)	Tarp Strap	03/31/2023	0	11.22
1000-25-1427-53110	MENARDS (MUSC)	Hex Bolt/Lock Nut	03/28/2023	0	11.16
		Vendor Subtotal:			22.38
1000-25-1427-53120	ARNOLD MOTOR SUPPLY	KT Pack	03/31/2023	0	16.52
		Vendor Subtotal:			16.52
1000-25-1427-53130	HEMPEL PIPE & SUPPLY INC	Rubber Gasket	03/28/2023	0	69.20
		Vendor Subtotal:			69.20
1000-25-1427-53140	IOWA TURFGRASS OFFICE	2 Cases of Spray Paint	03/31/2023	0	75.00 00023620
1000-25-1427-53140	IOWA TURFGRASS OFFICE	2 Pails of White Bulk Paint	03/31/2023	0	80.00 00023620
		Vendor Subtotal:			155.00
1000-25-1427-53210	SMITH SALES & SERVICE	Filter	03/28/2023	0	16.90
		Vendor Subtotal:			16.90
1000-25-1427-53220	ARNOLD MOTOR SUPPLY	Hose/Fittings	03/28/2023	0	50.29
		Vendor Subtotal:			50.29
1000-25-1427-53220	B & B TECHNOLOGIES INC	Shipping	03/31/2023	0	12.07 00023873
1000-25-1427-53220	B & B TECHNOLOGIES INC	Water Pump	03/31/2023	0	98.70 00023873
		Vendor Subtotal:			110.77

1000-25-1427-53220	MTI DISTRIBUTING INC	Pivot Pin 95-7158	03/31/2023	0	188.80 00023785
1000-25-1427-53220	MTI DISTRIBUTING INC	Shipping	03/31/2023	0	20.00 00023785
1000-25-1427-53220	MTI DISTRIBUTING INC	Pivot Press Pin 32121-110	03/31/2023	0	6.04 00023785
1000-25-1427-53220	MTI DISTRIBUTING INC	Shipping	03/31/2023	0	2.01
1000-25-1427-53220	MTI DISTRIBUTING INC	Bumper	03/28/2023	0	47.99
Vendor Subtotal:					264.84
1000-25-1427-53220	MUSCATINE LAWN & POWER	Roller - 5022060	03/31/2023	0	74.98 00023728
1000-25-1427-53220	MUSCATINE LAWN & POWER	Race - 5022631SX4	03/31/2023	0	34.76 00023728
1000-25-1427-53220	MUSCATINE LAWN & POWER	Bearing - 5022631SX2	03/31/2023	0	42.36 00023728
1000-25-1427-53220	MUSCATINE LAWN & POWER	Seal - 5022631SX3	03/31/2023	0	31.56 00023728
1000-25-1427-53220	MUSCATINE LAWN & POWER	Spacer - 5101971YP	03/31/2023	0	1.07 00023728
1000-25-1427-53220	MUSCATINE LAWN & POWER	Shipping	03/31/2023	0	25.00 00023728
1000-25-1427-53220	MUSCATINE LAWN & POWER	Adapter	03/28/2023	0	8.69
Vendor Subtotal:					218.42
1000-25-1427-53220	PHELPS THE UNIFORM SPECIALIST	Shop Towels - Soccer	03/28/2023	0	21.93
Vendor Subtotal:					21.93
1000-25-1427-53220	PLUMB SUPPLY COMPANY	Carbide Torch	03/28/2023	0	55.25
Vendor Subtotal:					55.25
1000-25-1427-53220	SMITH SALES & SERVICE	Line	03/28/2023	0	39.75
Vendor Subtotal:					39.75
1000-25-1427-53340	IOWA TURFGRASS OFFICE	Tote of Divot Mix	03/31/2023	0	225.00 00023620
Vendor Subtotal:					225.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	03/31/2023	0	21.93
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	03/28/2023	0	21.93
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	03/28/2023	0	21.93
Vendor Subtotal:					65.79

1000-25-1427-64500	JEFFRY LIMBURG	Reimb Mileage	03/28/2023	0	97.35
		Vendor Subtotal:			97.35
1000-25-1427-65210	MUSCATINE POWER & WATER	February Phones - Soccer	03/28/2023	0	64.57
		Vendor Subtotal:			64.57
1000-25-1427-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.66
		Vendor Subtotal:			0.66
1000-25-1427-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair	03/28/2023	0	23.00
		Vendor Subtotal:			23.00
1000-25-1431-52810	BERLINS PRO SHOP	Blastball T-Shirts	03/28/2023	0	96.00
		Vendor Subtotal:			96.00
1000-25-1431-52810	FUN EXPRESS	Crafts/Prizes	03/28/2023	0	74.81
		Vendor Subtotal:			74.81
1000-25-1431-62370	DAVENPORT PRINTING COMPANY	2023 Parks and Recreation Brochure	03/28/2023	0	279.00 00023461
1000-25-1431-62370	DAVENPORT PRINTING COMPANY	2023 Parks and Recreation Brochure	03/28/2023	0	80.98
		Vendor Subtotal:			359.98
1000-25-1432-53130	MENARDS (MUSC)	Supplies	03/31/2023	0	38.91
1000-25-1432-53130	MENARDS (MUSC)	Tube	03/31/2023	0	21.99
1000-25-1432-53130	MENARDS (MUSC)	Wrench/Elbow/Mud Ring	03/31/2023	0	49.97
		Vendor Subtotal:			110.87
1000-25-1432-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18
		Vendor Subtotal:			0.18

1000-25-1432-74200	PLUMB SUPPLY COMPANY	120 Gallon 3 Phase 24KW	03/28/2023	0	6,737.69 00023575
1000-25-1432-74200	PLUMB SUPPLY COMPANY	Freight	03/28/2023	0	50.00
Vendor Subtotal:					6,787.69
1000-25-1432-74200	ASC PUMPING EQUIPMENT	Custom-Built Replacement Pump for Op	03/31/2023	0	8,851.00 00023580
1000-25-1432-74200	ASC PUMPING EQUIPMENT	Shipping	03/31/2023	0	351.88
Vendor Subtotal:					9,202.88
1000-30-1511-51300	BEYOND TECHNOLOGY	W2111A HP #206A Cyan Toner Cartridg	03/31/2023	0	138.86 00023876
1000-30-1511-51300	BEYOND TECHNOLOGY	CF281A HP #81A Black Toner Cartridge	03/31/2023	0	170.11 00023876
1000-30-1511-51300	BEYOND TECHNOLOGY	W2112A HP #206A Yellow Toner Cartri	03/31/2023	0	138.86 00023876
1000-30-1511-51300	BEYOND TECHNOLOGY	W2113A HP #206A Magenta Toner Cart	03/31/2023	0	138.86 00023876
Vendor Subtotal:					586.69
1000-30-1511-51400	ULINE	Canvas Basket Truck - 12 Bushel 36 X 24	03/28/2023	0	1,066.00 00023740
1000-30-1511-51400	ULINE	Canvas Basket Truck - 12 Bushel Covers	03/28/2023	0	198.00 00023740
1000-30-1511-51400	ULINE	Canvas Basket Truck - 12 Bushel 36 X 24	03/28/2023	0	29.28
Vendor Subtotal:					1,293.28
1000-30-1511-52870	ENVISIONWARE INC.	RFID TAG U HubBL SLIX2 (2,000)	03/28/2023	0	462.00 00023467
1000-30-1511-52870	ENVISIONWARE INC.	RFID TAG 2x3BL SLIX2 (1,500)	03/28/2023	0	234.00 00023467
1000-30-1511-52870	ENVISIONWARE INC.	Freight Shipping	03/28/2023	0	9.10 00023467
Vendor Subtotal:					705.10
1000-30-1511-52890	SYCAMORE PRINTING INC	Small Window Envelopes Size 6-3/4 (1,0	03/28/2023	0	156.26 00023736
Vendor Subtotal:					156.26
1000-30-1511-52890	AMAZON.COM	Dry Erase White Board	03/28/2023	0	62.98
Vendor Subtotal:					62.98
1000-30-1511-62370	SIGN PRO	Recorded Books	03/31/2023	0	10.00

		Vendor Subtotal:			10.00
1000-30-1511-62460	AMAZON.COM	Books - We Heard It When We Were Yo	03/28/2023	0	160.00
		Vendor Subtotal:			160.00
1000-30-1511-62460	JOHN WOJTECKI	Program Fees - 3/6/23	03/28/2023	0	75.00
		Vendor Subtotal:			75.00
1000-30-1511-63300	XEROX CORPORATION	Copier	03/28/2023	0	200.49
		Vendor Subtotal:			200.49
1000-30-1511-65210	CENTURYLINK	March Phones - Library	03/28/2023	0	435.08
		Vendor Subtotal:			435.08
1000-30-1511-65220	CENTURYLINK	February Long Distance	03/28/2023	0	2.46
		Vendor Subtotal:			2.46
1000-30-1511-65240	MUSCATINE POWER & WATER	February Machlink - Library	03/28/2023	0	600.00
		Vendor Subtotal:			600.00
1000-30-1511-65250	CENTURYLINK	February Fax Charges	03/28/2023	0	0.25
		Vendor Subtotal:			0.25
1000-30-1511-69300	SARAH RANDLEMAN	Reimb for Lost Item Found	03/31/2023	0	15.00
		Vendor Subtotal:			15.00
1000-35-1521-65220	CENTURYLINK	February Long Distance	03/28/2023	0	2.63
		Vendor Subtotal:			2.63

1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner	03/28/2023	0	95.19
1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner	03/28/2023	0	94.72
1000-40-1151-52400	MENARDS (MUSC)	Aero Spray	03/28/2023	0	6.44
Vendor Subtotal:					196.35
1000-40-1151-52400	PYRAMID SCHOOL PRODUCTS	#713 - Trigger Sprayers - Impact 4902	03/31/2023	0	18.96 00023658
1000-40-1151-52400	PYRAMID SCHOOL PRODUCTS	#910 Lava Bar Hand Soap 5.75 oz bar M	03/31/2023	0	62.95 00023658
1000-40-1151-52400	PYRAMID SCHOOL PRODUCTS	Item #611 - Vinyl Gloves Safety Zone M	03/31/2023	0	39.90 00023658
1000-40-1151-52400	PYRAMID SCHOOL PRODUCTS	Item #613 - Vinyl Gloves Safety Zone M	03/31/2023	0	79.80 00023658
Vendor Subtotal:					201.61
1000-40-1151-52400	THE HOME DEPOT PRO	Wet Mops	03/31/2023	0	75.60
Vendor Subtotal:					75.60
1000-40-1151-52830	MENARDS (MUSC)	Hammer Drill Bits	03/28/2023	0	6.48
Vendor Subtotal:					6.48
1000-40-1151-52890	MENARDS (MUSC)	Pail/Scooper	03/28/2023	0	12.47
1000-40-1151-52890	MENARDS (MUSC)	Sahara	03/28/2023	0	27.45
1000-40-1151-52890	MENARDS (MUSC)	Washer/Wood Screw	03/31/2023	0	4.74
1000-40-1151-52890	MENARDS (MUSC)	Radar	03/31/2023	0	37.76
1000-40-1151-52890	MENARDS (MUSC)	Ext Door Closer	03/31/2023	0	73.98
Vendor Subtotal:					156.40
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	03/28/2023	0	79.00
Vendor Subtotal:					79.00
1000-40-1151-53130	MENARDS (MUSC)	Adapter/Coupling	03/28/2023	0	5.03
1000-40-1151-53130	MENARDS (MUSC)	Utility Tub	03/28/2023	0	89.99
Vendor Subtotal:					95.02
1000-40-1151-65210	CENTURYLINK	March Phones - PW	03/28/2023	0	162.88

Vendor Subtotal:					162.88
1000-40-1151-65210	MUSCATINE POWER & WATER	February Phones - City Hall	03/28/2023	0	60.67
1000-40-1151-65210	MUSCATINE POWER & WATER	February Base PRI	03/28/2023	0	181.40
1000-40-1151-65210	MUSCATINE POWER & WATER	February Phones - City Hall	03/28/2023	0	22.39
1000-40-1151-65210	MUSCATINE POWER & WATER	February Phones - City Hall Fax	03/28/2023	0	22.39
Vendor Subtotal:					286.85
1000-40-1151-65310	ALLIANT ENERGY	February Gas - Art Center	03/31/2023	0	229.81
1000-40-1151-65310	ALLIANT ENERGY	February Gas - City Hall	03/31/2023	0	1,412.73
1000-40-1151-65310	ALLIANT ENERGY	February Gas - PSB	03/31/2023	0	79.94
1000-40-1151-65310	ALLIANT ENERGY	February Gas - Art Center	03/31/2023	0	968.35
1000-40-1151-65310	ALLIANT ENERGY	February Gas - Lot 8	03/31/2023	0	140.42
Vendor Subtotal:					2,831.25
1000-40-1151-67320	LUCAS COMMUNICATION INC	Phone Cutover	03/31/2023	0	171.25
Vendor Subtotal:					171.25
1000-40-1151-67320	MUSCATINE POWER & WATER	February Internet - PSB	03/31/2023	0	82.97
Vendor Subtotal:					82.97
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO NW SKR120-M-NSS - Main pcb for SKI		03/31/2023	0	1,132.00 00023708
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO SP 9040 - Low Voltage Wire Harness		03/31/2023	0	117.00 00023708
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO SP 1008 - O-Ring Gasket		03/31/2023	0	48.00 00023708
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO NW SKRET-2SS - Relay pcb for SKR		03/31/2023	0	278.00 00023708
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO SP 5726 Wiring Harness for Water Level		03/31/2023	0	32.00 00023708
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO SW ELWIRSM-3-14 - High Voltage Wir		03/31/2023	0	221.00 00023708
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO SP SKRLCABLE - Between Main and R		03/31/2023	0	63.00 00023708
1000-40-1151-67330	MILLENNIUM TECHNOLOGY OF IO SP 9030 O-Ring Gasket		03/31/2023	0	48.00 00023708
Vendor Subtotal:					1,939.00
1000-40-1611-51100	MENARDS (MUSC)	Panel/Chisel	03/31/2023	0	25.23
Vendor Subtotal:					25.23

1000-40-1611-51100	AMAZON.COM	Wireless Mouse	03/31/2023	0	27.97
		Vendor Subtotal:			27.97
1000-40-1611-52300	MENARDS (MUSC)	Star Drive/Gloves	03/31/2023	0	28.91
		Vendor Subtotal:			28.91
1000-40-1611-65260	US CELLULAR	March Cell Phones	03/28/2023	0	96.04
		Vendor Subtotal:			96.04
1000-40-1611-67340	IOWA DEPT OF TRANSPORTATION	Transport Air Meter	03/31/2023	0	50.00
		Vendor Subtotal:			50.00
1000-40-1621-52300	JODY SHOPPA	Reimb Uniforms - J Shoppa	03/28/2023	0	39.98
		Vendor Subtotal:			39.98
1000-40-1621-52720	SMITH SALES & SERVICE	Fuel for Chain Saws	03/31/2023	0	82.00
		Vendor Subtotal:			82.00
1000-40-1621-52840	QUAD CITY SAFETY INC	L - Samurai Gloves (3 sets of 12 gloves)	03/31/2023	0	213.21 00023241
		Vendor Subtotal:			213.21
1000-40-1621-53150	MENARDS (MUSC)	Lumber	03/31/2023	0	21.55
		Vendor Subtotal:			21.55
1000-40-1621-62260	PS3 Enterprises Inc.	Temp Sanitation	03/31/2023	0	95.00
		Vendor Subtotal:			95.00
1000-40-1621-65210	MUSCATINE POWER & WATER	February Base PRI	03/28/2023	0	70.54

		Vendor Subtotal:			70.54
1000-40-1621-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18
		Vendor Subtotal:			0.18
1000-40-1621-65260	US CELLULAR	March Cell Phones	03/28/2023	0	145.30
		Vendor Subtotal:			145.30
1000-40-1621-65310	ALLIANT ENERGY	March Gas - DOT Bldg	03/31/2023	0	1,708.33
		Vendor Subtotal:			1,708.33
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Epoxy Primer Catalyst	03/28/2023	0	68.95 00023786
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Maca	03/28/2023	0	385.30 00023786
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Gray Epoxy Primer for Chicanes	03/28/2023	0	105.95 00023786
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Paint Thinner	03/28/2023	0	64.99
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Medium Reducer	03/28/2023	0	102.50 00023786
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Wet Look AE Catalys	03/28/2023	0	66.18 00023786
1000-40-1621-67400	ARNOLD MOTOR SUPPLY	Flattener for Chicanes	03/28/2023	0	260.90 00023802
		Vendor Subtotal:			1,054.77
1000-40-1621-67400	FASTENAL COMPANY	Hardware	03/31/2023	0	46.01
		Vendor Subtotal:			46.01
1000-40-1621-67400	MENARDS (MUSC)	Chip Brush	03/28/2023	0	7.14
		Vendor Subtotal:			7.14
1000-40-1622-52230	COMPASS MINERALS	Road Salt Purchase for the 22/23 Winter :	03/31/2023	0	154,642.65 00021723
		Vendor Subtotal:			154,642.65
1000-40-1622-62470	JON BRAUNS	Snow Removal 3/25/23	03/31/2023	0	1,400.00

			Vendor Subtotal:		1,400.00
1000-40-1641-65210	MUSCATINE POWER & WATER	February Base PRI	03/28/2023	0	40.33
			Vendor Subtotal:		40.33
			Subtotal for FUND: 1000		360,149.79
3981-30-3983-61340	RELIABLE NETWORK SOLUTIONS I	Monthly Fee	03/28/2023	0	49.00
			Vendor Subtotal:		49.00
3981-30-3983-65240	MUSCATINE POWER & WATER	February Channel 5 - Library	03/28/2023	0	330.83
			Vendor Subtotal:		330.83
			Subtotal for FUND: 3981		379.83
4187-40-4187-62320	SYCAMORE PRINTING INC	Lake Park Bridge Plans	03/31/2023	0	26.00
			Vendor Subtotal:		26.00
			Subtotal for FUND: 4187		26.00
4195-40-4197-62530	ANCHOR ELECTRIC	Repair Lot Lights - Dollar General	03/31/2023	0	6,431.20
			Vendor Subtotal:		6,431.20
			Subtotal for FUND: 4195		6,431.20
4276-40-4276-51100	SYCAMORE PRINTING INC	Blank Green Door Hangers	03/28/2023	0	179.79
			Vendor Subtotal:		179.79
4276-40-4276-61220	LAW OFFICES OF HOPKINS & HUBB	February Legal	03/28/2023	0	180.00

		Vendor Subtotal:			180.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	WH Design Phase 5	03/31/2023	0	1,800.00
4276-40-4276-61420	STANLEY CONSULTANTS INC	WH Design Phase 6	03/31/2023	0	138,000.00
		Vendor Subtotal:			139,800.00
4276-40-4276-61430	STEVE DALBEY	Inspection Services 3/6/23 - 3/26/23	03/31/2023	0	4,788.98
		Vendor Subtotal:			4,788.98
4276-40-4276-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice WH Phase 6	03/31/2023	0	38.74
		Vendor Subtotal:			38.74
4276-40-4276-65275	MUSCATINE POWER & WATER	February Internet - Juniper	03/31/2023	0	62.97
		Vendor Subtotal:			62.97
4276-40-4276-65310	ALLIANT ENERGY	February Gas - 891 W 8th St	03/31/2023	0	146.83
4276-40-4276-65310	ALLIANT ENERGY	February Gas - Juniper	03/28/2023	0	210.90
		Vendor Subtotal:			357.73
4276-40-4276-69500	HAGERTY EARTHWORKS	Block Up The Doorway w/CMU Blocks;	03/28/2023	0	3,500.00 00023582
		Vendor Subtotal:			3,500.00
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phsase 5 Pay App #26	03/31/2023	0	65,065.78
		Vendor Subtotal:			65,065.78
		Subtotal for FUND: 4276			213,973.99
4278-40-4278-61420	STRAND ASSOC INC	Redundant Force Main	03/31/2023	0	15,398.71
		Vendor Subtotal:			15,398.71

Subtotal for FUND: 4278					15,398.71
4484-01-4484-61420	RDG Planning & Design	Amphitheater Full-Service Design	03/31/2023	0	17,355.00
Vendor Subtotal:					17,355.00
Subtotal for FUND: 4484					17,355.00
4490-25-4490-73900	BOLAND RECREATION INC	Weed Park/4th Stree Playground Replace	03/31/2023	0	22,000.00
Vendor Subtotal:					22,000.00
Subtotal for FUND: 4490					22,000.00
4491-00-4492-72300	HENLEY GROUP	Restroom Install	03/31/2023	0	19,200.00
Vendor Subtotal:					19,200.00
Subtotal for FUND: 4491					19,200.00
4554-10-4554-72200	SULZCO	Demolition of Dilapidated Structure at 12	03/31/2023	0	13,250.00 00023515
Vendor Subtotal:					13,250.00
Subtotal for FUND: 4554					13,250.00
4658-40-4658-73700	SHERWIN WILLIAMS	Painting Supplies Related to Art Center P	03/28/2023	0	176.28 00023799
Vendor Subtotal:					176.28
Subtotal for FUND: 4658					176.28
4662-45-4662-61420	BOLTON & MENK INC	Tipping Floor Resurfacing	03/31/2023	0	865.00
Vendor Subtotal:					865.00

			Subtotal for FUND: 4662		865.00
4852-10-4852-61220	LAW OFFICES OF HOPKINS & HUBBARD	February Legal	03/28/2023	0	405.00
		Vendor Subtotal:			405.00
			Subtotal for FUND: 4852		405.00
4863-10-4863-61420	BOLTON & MENK INC	New AVGAS Fuel System	03/31/2023	0	1,660.00
		Vendor Subtotal:			1,660.00
			Subtotal for FUND: 4863		1,660.00
5211-40-5211-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - T Hollingshed	03/31/2023	0	80.58
		Vendor Subtotal:			80.58
5211-40-5211-65210	MUSCATINE POWER & WATER	February Base PRI	03/28/2023	0	70.54
		Vendor Subtotal:			70.54
5211-40-5211-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18
		Vendor Subtotal:			0.18
			Subtotal for FUND: 5211		151.30
5311-05-5311-37360	MORE LIFE NUTRITION	Reimb Meter Hood Deposit	03/31/2023	0	15.00
		Vendor Subtotal:			15.00
			Subtotal for FUND: 5311		15.00
5451-25-5451-52250	RIVER CITY TURF & ORNAMENTAL	Mis. #21; Proxy	03/28/2023	0	297.75 00023504

			Vendor Subtotal:		297.75
5451-25-5451-52890	VAN WALL EQUIPMENT INC.	Golf Supplies	03/31/2023	0	581.25 00023773
			Vendor Subtotal:		581.25
5451-25-5451-52890	AMAZON.COM	Port Serial Cable Male to Female	03/31/2023	0	11.80
			Vendor Subtotal:		11.80
5451-25-5451-53220	KIRK BUTCHER PLBG-HTG INC	Water Heater Sensor Kit	03/31/2023	0	42.00
			Vendor Subtotal:		42.00
5451-25-5451-53220	MENARDS (MUSC)	Battery/Tractor Bolt	03/31/2023	0	59.75
5451-25-5451-53220	MENARDS (MUSC)	Return	03/31/2023	0	-10.00
			Vendor Subtotal:		49.75
5451-25-5451-53220	MUSCATINE LAWN & POWER	Solenoid	03/31/2023	0	12.78
			Vendor Subtotal:		12.78
5451-25-5451-53220	NAPA OF MUSCATINE	Filters	03/28/2023	0	17.79
			Vendor Subtotal:		17.79
5451-25-5451-53220	PHILLIPS BROS RENTALS INC	Sealant/Lubricant	03/28/2023	0	19.98
5451-25-5451-53220	PHILLIPS BROS RENTALS INC	Bar Nuts	03/28/2023	0	2.88
			Vendor Subtotal:		22.86
5451-25-5451-53220	SINCLAIR	Maintenance Kit	03/31/2023	0	45.07
5451-25-5451-53220	SINCLAIR	Filter	03/28/2023	0	21.14
5451-25-5451-53220	SINCLAIR	Fuel Filter	03/28/2023	0	33.24
			Vendor Subtotal:		99.45

5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	03/31/2023	0	19.75
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	03/28/2023	0	20.60
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	03/28/2023	0	20.60
Vendor Subtotal:					60.95
5451-25-5451-62230	Gary Curtis	Clubhouse Carpet Cleaning	03/28/2023	0	750.00 00023671
Vendor Subtotal:					750.00
5451-25-5451-62290	SAFETY-KLEEN, INC	Oil Service	03/28/2023	0	60.50
Vendor Subtotal:					60.50
5451-25-5451-62450	A TECH/FREEMAN ALARM	Security	03/31/2023	0	114.00
Vendor Subtotal:					114.00
5451-25-5451-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.49
Vendor Subtotal:					0.49
5451-25-5451-65240	MUSCATINE POWER & WATER	Feb - Mar Machlink	03/31/2023	0	61.99
5451-25-5451-65240	MUSCATINE POWER & WATER	February Phones - Golf	03/28/2023	0	27.99
Vendor Subtotal:					89.98
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	February Power - Golf	03/28/2023	0	452.51
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	February Power - Golf	03/28/2023	0	149.96
Vendor Subtotal:					602.47
5451-25-5451-67130	HARRIS GOLF CARS	Cart Repair	03/31/2023	0	123.63
5451-25-5451-67130	HARRIS GOLF CARS	Cart Repair	03/31/2023	0	163.00
Vendor Subtotal:					286.63
5451-25-5451-67130	VAN WALL EQUIPMENT INC.	John Deere Reel Grinding	03/31/2023	0	3,999.88 00023702

5451-25-5451-67130	VAN WALL EQUIPMENT INC.	Grind and Repair Toro Reels	03/28/2023	0	2,291.57 00023749
		Vendor Subtotal:			6,291.45
5451-25-5451-74200	VAN WALL EQUIPMENT INC.	Premiere Ballwasher	03/31/2023	0	3,756.00 00023047
5451-25-5451-74200	VAN WALL EQUIPMENT INC.	Medalist Ballwasher	03/31/2023	0	1,095.00 00023047
		Vendor Subtotal:			4,851.00
5451-25-5452-52810	CALLAWAY GOLF COMPANY	Dozen Range Balls - Yellow	03/31/2023	0	650.00 00023755
		Vendor Subtotal:			650.00
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	03/31/2023	0	127.10
5451-25-5452-52851	IOWA BEVERAGE	Beer for Resale	03/28/2023	0	148.45
		Vendor Subtotal:			275.55
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	03/31/2023	0	219.68
		Vendor Subtotal:			219.68
5451-25-5452-52852	PERFORMANCE FOOD SERVICE	Food for Resale	03/28/2023	0	638.90
		Vendor Subtotal:			638.90
5451-25-5452-52852	7G DISTRIBUTING LLC	Beer for Resale	03/31/2023	0	346.10
		Vendor Subtotal:			346.10
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Org 14 Cart Bag	03/31/2023	0	503.10 00022885
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Shipping	03/31/2023	0	12.00
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Driver - Upcharge Shaft	03/31/2023	0	665.57 00023579
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Fairway Wood	03/31/2023	0	272.81 00023679
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Driver	03/31/2023	0	1,729.00 00023134
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Driver	03/31/2023	0	44.56
5451-25-5452-52853	CALLAWAY GOLF COMPANY	WeatherSpann Glove	03/31/2023	0	441.18 00022885
5451-25-5452-52853	CALLAWAY GOLF COMPANY	USA WeatherSpann Glove	03/31/2023	0	595.98 00022885
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Shipping	03/31/2023	0	19.90
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Fairway Carry Bag	03/31/2023	0	516.00 00022885

5451-25-5452-52853	CALLAWAY GOLF COMPANY	Chev Cart Bag	03/31/2023	0	851.40 00022885
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Shipping	03/31/2023	0	132.15
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Driver	03/31/2023	0	445.11 00023818
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Fairway	03/31/2023	0	263.80 00023133
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Paradym Irons	03/31/2023	0	1,082.10 00023576
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Upcharge Grips	03/31/2023	0	25.88 00023576
5451-25-5452-52853	CALLAWAY GOLF COMPANY	Supersoft	03/31/2023	0	119.76
Vendor Subtotal:					7,720.30
5451-25-5452-52853	SUN MOUNTAIN SPORTS, INC	Pathfinder Pushcarts	03/28/2023	0	324.00 00022898
5451-25-5452-52853	SUN MOUNTAIN SPORTS, INC	Sync Bags	03/28/2023	0	468.00 00022898
5451-25-5452-52853	SUN MOUNTAIN SPORTS, INC	Maverick Bags	03/28/2023	0	450.00 00022898
5451-25-5452-52853	SUN MOUNTAIN SPORTS, INC	Shipping	03/28/2023	0	83.74
Vendor Subtotal:					1,325.74
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II TP5 Dozen Balls	03/31/2023	0	1,211.10 00022887
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II Soft Response Dozen	03/31/2023	0	242.28 00022887
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II Tour Response Stripe Dozen	03/31/2023	0	408.00 00022887
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II Tour Response Stripe Dozen	03/31/2023	0	8.04
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II Freight	03/31/2023	0	16.61
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II Noodle 15 Pack Balls	03/31/2023	0	495.39 00022887
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II Resale Merchandise	03/28/2023	0	51.77
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	II TP5x Dozen	03/28/2023	0	389.06 00023617
Vendor Subtotal:					2,822.25
5451-25-5452-52853	TITLEIST	T-300 Iron Set	03/31/2023	0	595.00 00023771
5451-25-5452-52853	TITLEIST	Shipping	03/31/2023	0	16.24
5451-25-5452-52853	TITLEIST	Tour Soft Dozen Balls	03/31/2023	0	238.50 00022823
5451-25-5452-52853	TITLEIST	Tour Soft Dozen Balls	03/31/2023	0	17.27
5451-25-5452-52853	TITLEIST	TruFeel Dozen Balls	03/31/2023	0	114.00 00022823
5451-25-5452-52853	TITLEIST	Velocity Dozen Balls	03/31/2023	0	114.27 00022823
5451-25-5452-52853	TITLEIST	Shipping	03/31/2023	0	32.57
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	03/31/2023	0	871.50 00022823
5451-25-5452-52853	TITLEIST	Pro V1 Dozen Balls	03/31/2023	0	5.48
5451-25-5452-52853	TITLEIST	Titleist Hats	03/31/2023	0	700.20 00022778
5451-25-5452-52853	TITLEIST	FJ Traditions	03/31/2023	0	336.00 00023226
5451-25-5452-52853	TITLEIST	FJ Flex XP	03/31/2023	0	156.00 00023226
5451-25-5452-52853	TITLEIST	FootJoy Fuel/Fuel Sport	03/31/2023	0	624.00 00023226
5451-25-5452-52853	TITLEIST	Weathersof Gloves	03/31/2023	0	630.00 00023226

5451-25-5452-52853	TITLEIST	FJ Superlites	03/31/2023	0	360.00 00023226
5451-25-5452-52853	TITLEIST	Shipping	03/31/2023	0	-9.20
		Vendor Subtotal:			4,801.83
5451-25-5452-65240	MUSCATINE POWER & WATER	Feb - Mar Machlink	03/31/2023	0	61.99
		Vendor Subtotal:			61.99
5451-25-5452-65510	MUSCATINE POWER & WATER	February Cable - Golf	03/28/2023	0	194.87
		Vendor Subtotal:			194.87
5451-25-5452-69400	IOWA GOLF ASSOCIATION	Individual Handicaps	03/28/2023	0	440.00 00023492
5451-25-5452-69400	IOWA GOLF ASSOCIATION	Annual Member Club	03/28/2023	0	250.00 00023492
		Vendor Subtotal:			690.00
		Subtotal for FUND: 5451			33,990.11
5461-25-5461-67130	GETZ FIRE EQUIPMENT CO	BH Fire Extinguisher Services	03/28/2023	0	71.25 00023669
5461-25-5461-67130	GETZ FIRE EQUIPMENT CO	Annual Service Portable Fire Ext	03/28/2023	0	6.00
		Vendor Subtotal:			77.25
		Subtotal for FUND: 5461			77.25
5466-25-5466-67130	GETZ FIRE EQUIPMENT CO	Marina Fire Extinguisher Services	03/28/2023	0	151.40 00023669
5466-25-5466-67130	GETZ FIRE EQUIPMENT CO	Annual Service Portable Fire Ext	03/28/2023	0	12.00
		Vendor Subtotal:			163.40
5466-25-5466-69900	IOWA DEPT OF AGRICULTURE & L	Fuel Meter Renewal	03/31/2023	0	9.00
		Vendor Subtotal:			9.00
		Subtotal for FUND: 5466			172.40

5642-45-5642-61310	MUSCATINE POWER & WATER	March Sanitation	03/31/2023	0	2,028.00
		Vendor Subtotal:			2,028.00
5642-45-5642-62245	REPUBLIC SERVICES #400	January Recycling	03/31/2023	0	32,533.20
5642-45-5642-62245	REPUBLIC SERVICES #400	February Recycling	03/31/2023	0	32,533.20
		Vendor Subtotal:			65,066.40
5642-45-5642-65240	MUSCATINE POWER & WATER	Feb - Mar Machlink	03/31/2023	0	61.99
		Vendor Subtotal:			61.99
5642-45-5642-65410	MUSCATINE POWER & WATER	February Water - Recycle	03/31/2023	0	38.70
		Vendor Subtotal:			38.70
5642-45-5642-65420	MUSCATINE POWER & WATER	February Sewer - Recycle	03/31/2023	0	37.56
5642-45-5642-65420	MUSCATINE POWER & WATER	February Sewer - Recycle	03/31/2023	0	13.40
		Vendor Subtotal:			50.96
		Subtotal for FUND: 5642			67,246.05
5652-45-5652-61420	BARKER LEMAR AND ASSOCIATE	Annual Services FY23	03/31/2023	0	2,136.50
5652-45-5652-61420	BARKER LEMAR AND ASSOCIATE	Transducers	03/31/2023	0	1,441.15
5652-45-5652-61420	BARKER LEMAR AND ASSOCIATE	SMART System Annual Hosting & Interi	03/31/2023	0	416.66
5652-45-5652-61420	BARKER LEMAR AND ASSOCIATE	Regulatory Assistance FY 23	03/31/2023	0	261.25
		Vendor Subtotal:			4,255.56
		Subtotal for FUND: 5652			4,255.56
5658-45-5658-51300	BEYOND TECHNOLOGY	CE278A HP #78A Black Toner Cartridge	03/31/2023	0	76.88 00023876
		Vendor Subtotal:			76.88

5658-45-5658-52300	MICHAEL JACOBS	Reimb Shoes - M Jacobs	03/31/2023	0	66.41
		Vendor Subtotal:			66.41
5658-45-5658-52750	ARNOLD MOTOR SUPPLY	Grease	03/31/2023	0	64.20
5658-45-5658-52750	ARNOLD MOTOR SUPPLY	Grease	03/31/2023	0	64.20
		Vendor Subtotal:			128.40
5658-45-5658-52750	S.J. SMITH CO.	Propane	03/31/2023	0	79.80
		Vendor Subtotal:			79.80
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Grease Gun Parts	03/31/2023	0	16.99
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Fittings	03/31/2023	0	99.96
		Vendor Subtotal:			116.95
5658-45-5658-52890	S.J. SMITH CO.	Welding Rod	03/31/2023	0	57.34
		Vendor Subtotal:			57.34
5658-45-5658-52890	AMAZON.COM	Cigarette Lighter Socket	03/31/2023	0	15.68
		Vendor Subtotal:			15.68
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	03/31/2023	0	10.87
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	03/31/2023	0	10.87
		Vendor Subtotal:			21.74
5658-45-5658-62290	SCOTT COUNTY WASTE COMMISSI	HHW	03/31/2023	0	3,861.50
		Vendor Subtotal:			3,861.50
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 3/12/23	03/31/2023	0	90.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 3/19/23	03/31/2023	0	90.00

		Vendor Subtotal:			180.00
5658-45-5658-65210	MUSCATINE POWER & WATER	February Phone - Transfer	03/31/2023	0	124.96
		Vendor Subtotal:			124.96
5658-45-5658-65220	CENTURYLINK	February Long Distance	03/28/2023	0	1.48
		Vendor Subtotal:			1.48
5658-45-5658-65320	MUSCATINE POWER & WATER	February Electric - Transfer	03/31/2023	0	2,765.90
		Vendor Subtotal:			2,765.90
5658-45-5658-65410	MUSCATINE POWER & WATER	February Water - Transfer	03/31/2023	0	218.94
		Vendor Subtotal:			218.94
5658-45-5658-65420	MUSCATINE POWER & WATER	February Sewer - Transfer	03/31/2023	0	13.40
5658-45-5658-65420	MUSCATINE POWER & WATER	February Sewer - Transfer	03/31/2023	0	730.56
		Vendor Subtotal:			743.96
5658-45-5658-67200	KELLY HEATING COOLING & PLBG	Run Water Line to Tipping Floor	03/31/2023	0	2,546.52 00023420
		Vendor Subtotal:			2,546.52
5658-45-5658-67200	RAYNOR DOOR CO INC OF THE QU	Replaced Switch on West Tunnel Door	03/31/2023	0	163.00 00023883
		Vendor Subtotal:			163.00
		Subtotal for FUND: 5658			11,169.46
5660-50-5661-51100	MENARDS (MUSC)	USB Hub	03/28/2023	0	4.99
		Vendor Subtotal:			4.99

			Vendor Subtotal:		94.31
5660-50-5662-52740	MOLO PETROLEUM	Mobil SHC 625	03/31/2023	0	543.56 00023870
5660-50-5662-52740	MOLO PETROLEUM	Environmental Fee	03/31/2023	0	9.95
			Vendor Subtotal:		553.51
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	03/31/2023	0	50.00
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	03/28/2023	0	50.00
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	03/28/2023	0	50.00
			Vendor Subtotal:		150.00
5660-50-5662-52840	AMAZON.COM	Gas Monitor Sensors	03/28/2023	0	499.22 00023794
			Vendor Subtotal:		499.22
5660-50-5662-53120	MENARDS (MUSC)	Wall Plate	03/31/2023	0	44.79
			Vendor Subtotal:		44.79
5660-50-5662-53120	VAN METER INDUSTRIAL INC	Allen Bradley 700-HRM12TA17 C Timi	03/31/2023	0	317.50 00023884
			Vendor Subtotal:		317.50
5660-50-5662-53130	GRAINGER DEPT 802675066	Nozzles	03/28/2023	0	25.00
			Vendor Subtotal:		25.00
5660-50-5662-53130	MENARDS (MUSC)	P-Trap/Pliers/Adaper/PVC Pipe/Nut/Was	03/28/2023	0	83.57
			Vendor Subtotal:		83.57
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Washer/Coupling	03/28/2023	0	8.85
5660-50-5662-53130	PLUMB SUPPLY COMPANY	Pipe	03/28/2023	0	24.71
			Vendor Subtotal:		33.56

5660-50-5662-53210	DRACO MECHANICAL SUPPLY INC	UV Wipers for UV Building	03/31/2023	0	112.33 00023838
		Vendor Subtotal:			112.33
5660-50-5662-53220	ARNOLD MOTOR SUPPLY	Anti-Seize Lubricant	03/28/2023	0	17.21
		Vendor Subtotal:			17.21
5660-50-5662-53220	AMAZON.COM	Dual Scale Low Pressure Gauge/Brass In	03/28/2023	0	96.16
5660-50-5662-53220	AMAZON.COM	Maxitrol 210D for #1 DCB Boiler	03/28/2023	0	372.16 00023763
		Vendor Subtotal:			468.32
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WPCP Rugs	03/31/2023	0	242.75
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WPCP Rugs	03/28/2023	0	242.75
		Vendor Subtotal:			485.50
5660-50-5662-65210	MUSCATINE POWER & WATER	February Phones - WPCP	03/28/2023	0	20.99
5660-50-5662-65210	MUSCATINE POWER & WATER	February Phones - WPCP	03/28/2023	0	320.56
		Vendor Subtotal:			341.55
5660-50-5662-65220	CENTURYLINK	February Long Distance	03/28/2023	0	2.63
		Vendor Subtotal:			2.63
5660-50-5662-65260	VERIZON WIRELESS	February Cell Phones	03/28/2023	0	206.94
		Vendor Subtotal:			206.94
5660-50-5662-65320	MUSCATINE POWER & WATER	February Electric - W Bank	03/28/2023	0	15,233.69
5660-50-5662-65320	MUSCATINE POWER & WATER	February Electric - E Bank	03/28/2023	0	19,947.99
		Vendor Subtotal:			35,181.68
5660-50-5662-65510	MUSCATINE POWER & WATER	February Internet - WPCP	03/28/2023	0	62.97

		Vendor Subtotal:			62.97
5660-50-5662-74250	DELL MARKETING L.P.	MFS22 Micro Form Factor All-in-One St	03/31/2023	0	96.19 00023830
5660-50-5662-74250	DELL MARKETING L.P.	OptiPlex 7000 Micro	03/31/2023	0	1,236.22 00023830
		Vendor Subtotal:			1,332.41
5660-50-5663-52890	MENARDS (MUSC)	Brake Cleaver/Penetrant/Anti-Seize Lubr	03/28/2023	0	26.35
		Vendor Subtotal:			26.35
5660-50-5663-53130	MENARDS (MUSC)	Tee/Elbow/Nipple/Flange	03/28/2023	0	62.43
		Vendor Subtotal:			62.43
5660-50-5663-53130	PLUMB SUPPLY COMPANY	Coupling	03/28/2023	0	31.84
		Vendor Subtotal:			31.84
5660-50-5663-53210	FASTENAL COMPANY	Rod	03/28/2023	0	38.95
		Vendor Subtotal:			38.95
5660-50-5663-53210	CONTEGRA INC	Floats for Lift Station Wetwell	03/28/2023	0	486.00 00023754
5660-50-5663-53210	CONTEGRA INC	Shipping	03/28/2023	0	26.41
		Vendor Subtotal:			512.41
5660-50-5663-53220	FASTENAL COMPANY	Hardware	03/28/2023	0	3.64
		Vendor Subtotal:			3.64
5660-50-5663-64400	JOHN SWAILS	Reimb Meals 3/13/23 - 3/17/23	03/31/2023	0	57.36
		Vendor Subtotal:			57.36
5660-50-5663-65260	VERIZON WIRELESS	February Cell Phones	03/28/2023	0	206.93

Vendor Subtotal:					206.93
5660-50-5663-65310	ALLIANT ENERGY	March Gas - Progress	03/31/2023	0	35.77
5660-50-5663-65310	ALLIANT ENERGY	March Gas - Stewart	03/31/2023	0	85.98
5660-50-5663-65310	ALLIANT ENERGY	March Gas - Bond	03/31/2023	0	74.57
5660-50-5663-65310	ALLIANT ENERGY	February Gas - Arbor Commons	03/28/2023	0	35.92
Vendor Subtotal:					232.24
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Stormwater	03/31/2023	0	141.85
5660-50-5663-65320	MUSCATINE POWER & WATER	March Electric - Canon	03/31/2023	0	423.21
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Tipton	03/28/2023	0	294.63
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Schley	03/28/2023	0	119.75
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Magnolia	03/28/2023	0	28.79
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Hershey	03/28/2023	0	133.75
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Hershey BU	03/28/2023	0	26.00
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Bond	03/28/2023	0	220.76
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Mad Creek	03/28/2023	0	1,248.13
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - 57th	03/28/2023	0	527.79
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Progress	03/28/2023	0	574.52
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Love's	03/28/2023	0	98.41
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Sampson	03/28/2023	0	512.89
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Miles	03/28/2023	0	302.78
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Papoose	03/28/2023	0	3,826.24
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Isett	03/28/2023	0	2,596.21
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Slough	03/28/2023	0	29.21
5660-50-5663-65320	MUSCATINE POWER & WATER	February Electric - Sunset	03/28/2023	0	119.61
Vendor Subtotal:					11,224.53
5660-50-5663-65410	MUSCATINE POWER & WATER	March Water - Canon	03/31/2023	0	39.57
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Tipton	03/28/2023	0	19.79
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Schley	03/28/2023	0	19.79
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Hershey	03/28/2023	0	20.57
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Bond	03/28/2023	0	19.79
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Miles	03/28/2023	0	29.19
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - 57th	03/28/2023	0	19.79
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Progress	03/28/2023	0	40.98
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Sampson	03/28/2023	0	19.79
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Mad Creek	03/28/2023	0	59.85
5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Papoose	03/28/2023	0	1,192.77

5660-50-5663-65410	MUSCATINE POWER & WATER	February Water - Isett	03/28/2023	0	23.74
		Vendor Subtotal:			1,505.62
5660-50-5665-51300	STOREY KENWORTHY / MATT PAR	Toner	03/28/2023	0	137.31 00023793
		Vendor Subtotal:			137.31
5660-50-5665-52210	MENARDS (MUSC)	Elbow/Pipe	03/31/2023	0	9.15
		Vendor Subtotal:			9.15
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	03/31/2023	0	279.68 00023850
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Socorex Vari Vol Micropette .05 - 5 ML	03/28/2023	0	401.09
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	03/28/2023	0	223.18 00023719
		Vendor Subtotal:			903.95
5660-50-5665-52210	SIGMA-ALDRICH INC	L-Glutamic Acid	03/28/2023	0	33.02 00023720
		Vendor Subtotal:			33.02
5660-50-5665-52210	AQUA SOLUTIONS, INC	Resin Refill	03/31/2023	0	417.31
		Vendor Subtotal:			417.31
5660-50-5665-52210	UNITED STATES PLASTIC CORP.	Tubing/Supplies	03/28/2023	0	49.00
		Vendor Subtotal:			49.00
5660-50-5665-53220	AMAZON.COM	Return	03/28/2023	0	-31.98
5660-50-5665-53220	AMAZON.COM	Aquarium Air Pump	03/28/2023	0	28.58
		Vendor Subtotal:			-3.40
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	03/31/2023	0	43.50
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	03/31/2023	0	311.62 00023913
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	03/31/2023	0	9.00
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	03/28/2023	0	268.75 00023817

			Vendor Subtotal:		632.87
5660-50-5665-62530	ENVIRONMENTAL RESOURCE ASS	Testing	03/28/2023	0	491.48 00023782
			Vendor Subtotal:		491.48
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - WPCP Lab Coats	03/31/2023	0	26.00
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - Lab Coats	03/28/2023	0	26.00
			Vendor Subtotal:		52.00
5660-50-5665-69200	PACK-N-SHIP	Shipping	03/31/2023	0	81.93
			Vendor Subtotal:		81.93
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	03/28/2023	0	115.27
			Vendor Subtotal:		115.27
5660-50-5666-52300	JAMES ALLEN	Reimb Shoes - J Allen	03/28/2023	0	150.00
			Vendor Subtotal:		150.00
5660-50-5666-52740	ARNOLD MOTOR SUPPLY	Oil	03/28/2023	0	30.45
			Vendor Subtotal:		30.45
5660-50-5666-53210	GRAINGER DEPT 802675066	Coupling/Ball Valve/Nipple	03/28/2023	0	99.22
5660-50-5666-53210	GRAINGER DEPT 802675066	Cam and Groove Adapter	03/28/2023	0	38.73
			Vendor Subtotal:		137.95
5660-50-5666-53210	MENARDS (MUSC)	Clevis Pin/Muriatic Acid/Rebar	03/31/2023	0	80.82
5660-50-5666-53210	MENARDS (MUSC)	Conduit for Lagoon Pumphouse	03/28/2023	0	119.48 00023827
			Vendor Subtotal:		200.30

5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Brake Cleaner/Motor Treatment	03/28/2023	0	36.64
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Universal Lift Support	03/28/2023	0	37.28
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Filters	03/28/2023	0	17.27
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Spacer	03/28/2023	0	14.19
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Filter/Wipers	03/28/2023	0	39.80
5660-50-5666-53220	ARNOLD MOTOR SUPPLY	Cable Stop	03/28/2023	0	42.09
Vendor Subtotal:					187.27
5660-50-5666-53220	GRAINGER DEPT 802675066	Nipple/Spray Bottle	03/28/2023	0	41.96
Vendor Subtotal:					41.96
5660-50-5666-53220	SINCLAIR	Bat Wing Slip Clutches for Mower	03/28/2023	0	601.84 00023686
Vendor Subtotal:					601.84
5660-50-5666-53220	AMAZON.COM	Bucket/Cutting Wheel	03/28/2023	0	98.39
Vendor Subtotal:					98.39
5660-50-5666-67320	CURRY'S RD TRUCK & TRAILER REPAIR	Power Steering Pump Alignment/	03/28/2023	0	2,364.19 00023843
Vendor Subtotal:					2,364.19
5660-50-5668-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - K Hitchcock	03/31/2023	0	193.87
Vendor Subtotal:					193.87
5660-50-5668-52830	MENARDS (MUSC)	Tools	03/31/2023	0	66.23 00023904
5660-50-5668-52830	MENARDS (MUSC)	Torches	03/28/2023	0	174.97
Vendor Subtotal:					241.20
5660-50-5668-52890	AMAZON.COM	Compost Bins	03/31/2023	0	134.48 00023897
Vendor Subtotal:					134.48
5660-50-5668-53220	ARNOLD MOTOR SUPPLY	Clamp	03/31/2023	0	11.99

5660-50-5668-53220	ARNOLD MOTOR SUPPLY	Vacuum Hose/Small Funnel	03/28/2023	0	73.39
5660-50-5668-53220	ARNOLD MOTOR SUPPLY	Fitting	03/28/2023	0	2.18
Vendor Subtotal:					87.56
5660-50-5668-53220	FASTENAL COMPANY	Hardware	03/31/2023	0	45.00
Vendor Subtotal:					45.00
5660-50-5668-53220	GRAINGER DEPT 802675066	Fire Hose Nozzle/Soap Dispensing Nozzl	03/28/2023	0	76.34
Vendor Subtotal:					76.34
5660-50-5668-53220	MENARDS (MUSC)	Misc. Supplies	03/31/2023	0	66.19 00023904
5660-50-5668-53220	MENARDS (MUSC)	Tubing/Hose Barb/Carr Bolt/Hose Clamp	03/28/2023	0	19.33
5660-50-5668-53220	MENARDS (MUSC)	Adhesive/Tarp Straps/Nipple	03/28/2023	0	71.31
5660-50-5668-53220	MENARDS (MUSC)	Glove/Elbow/Nipple	03/28/2023	0	44.85
5660-50-5668-53220	MENARDS (MUSC)	Nipple/Elbow/Bushing	03/28/2023	0	82.15
Vendor Subtotal:					283.83
5660-50-5668-53220	MOTION INDUSTRIES INC	V-Belts	03/28/2023	0	65.28
5660-50-5668-53220	MOTION INDUSTRIES INC	Belts for T42	03/28/2023	0	281.13 00023723
Vendor Subtotal:					346.41
5660-50-5668-53220	PLUMB SUPPLY COMPANY	Drain King	03/28/2023	0	67.90
Vendor Subtotal:					67.90
Subtotal for FUND: 5660					68,410.23
5664-40-5664-64400	RICHARD METZGER	Reimb Meal	03/28/2023	0	11.01
Vendor Subtotal:					11.01
5664-40-5664-65260	US CELLULAR	March Cell Phones	03/28/2023	0	52.93

		Vendor Subtotal:			52.93
5664-40-5664-73100	HEUER CONSTRUCTION	Traffic Control per Intake	03/31/2023	0	8,800.00 00022934
5664-40-5664-73100	HEUER CONSTRUCTION	Replace Intakes Along Park Avenue	03/31/2023	0	53,400.00 00023006
5664-40-5664-73100	HEUER CONSTRUCTION	Replace Intakes Along Park Avenue	03/31/2023	0	11,775.00
		Vendor Subtotal:			73,975.00
5664-50-5667-62530	PS3 Enterprises Inc.	Temp Sanitation	03/31/2023	0	165.00
		Vendor Subtotal:			165.00
		Subtotal for FUND: 5664			74,203.94
5711-10-5711-53120	VAN METER INDUSTRIAL INC	Bulbs	03/28/2023	0	83.10
		Vendor Subtotal:			83.10
5711-10-5711-61650	CARVER AERO INC	April 2023	04/04/2023	0	3,875.00
		Vendor Subtotal:			3,875.00
5711-10-5711-65310	ALLIANT ENERGY	March Gas - Airport	03/31/2023	0	330.87
		Vendor Subtotal:			330.87
5711-10-5711-67320	ADB SAFEGATE	44A7293/OO - PCB ASSY URC# "CSF"	03/31/2023	0	430.62 00023766
5711-10-5711-67320	ADB SAFEGATE	Freight	03/31/2023	0	16.28
		Vendor Subtotal:			446.90
		Subtotal for FUND: 5711			4,735.87
5811-20-5811-35160	JOHN BICKETT	Refund for Insurance Overpayment	03/31/2023	0	75.00
		Vendor Subtotal:			75.00

5811-20-5811-35160	ANNALISE HERNANDEZ	Reimb Overpayment Ambulance Run	03/31/2023	0	50.00
		Vendor Subtotal:			50.00
5811-20-5811-35160	JAMES SCHENKEL	Reimb Overpayment Ambulance Run DC	03/31/2023	0	14.06
		Vendor Subtotal:			14.06
5811-20-5811-35160	PADMINI RAICHUR	Reimb Ambulance Run DOS 6/30/22	03/31/2023	0	231.56
5811-20-5811-35160	PADMINI RAICHUR	Reimb Ambulance Run DOS 7/1/22	03/31/2023	0	1,328.50
		Vendor Subtotal:			1,560.06
5811-20-5811-35160	ELVIRA SCHMELZER	Refund Overpayment Ambulance Run DC	03/31/2023	0	52.60
		Vendor Subtotal:			52.60
5811-20-5811-51100	AMAZON.COM	Dry Erase Markers/Sharpie Markers	03/28/2023	0	30.07
5811-20-5811-51100	AMAZON.COM	Document Holder	03/28/2023	0	64.99
		Vendor Subtotal:			95.06
5811-20-5811-51100	KNOBLAUCH ADVERTISING PROM 5273 iSlimster Twist Stylus Pen (300qty		03/28/2023	0	232.65 00023691
		Vendor Subtotal:			232.65
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1212-002868 Abdominal Pads 5in x 9in	03/28/2023	0	11.78 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1317X-BK 1-Piece Impervious Vinyl B	03/28/2023	0	13.19 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1330-85300 Curaplex Alcohol Prep Pac	03/28/2023	0	1.96 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-SH002BL EMS Shears 7-1/4in	03/28/2023	0	2.39 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1360-62022 Safetec Ammonia 15-30% S	03/28/2023	0	4.44 00023692
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1061-17517 PDI Super Sani-Cloth Alco	03/28/2023	0	147.12 00023692
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#4510-05576 Power Supply Cord 50/60ft	03/28/2023	0	424.99 00023623
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#R1115 Pro-Vac Sharps Container Tube	03/28/2023	0	13.58 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-15830 Curaplex I.V. Admin Set 1	03/28/2023	0	129.15 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1015-44753 Black-Fire Nitrile Exam G	03/28/2023	0	519.80 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#15127S Transpore Surgical Tape Clear	03/28/2023	0	43.29 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#3176-03115 1-Piece Impervious Vinyl l	03/28/2023	0	13.19 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-SH005R EMS Shears 7-1/4in l	03/28/2023	0	2.39 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-29190 Masimo SET M-LNCS E1	03/28/2023	0	42.66 00023840

5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-SH006G EMS Shears 7-1/4in	03/28/2023	0	2.39 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-51418 Masimo SET M-LNCS Ne	03/28/2023	0	54.58 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1121-36571 Curaplex Cohesive Elastic	03/28/2023	0	36.59 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1071-10204 Curaplex Emesis Bag Stan	03/28/2023	0	155.94 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-SH004Y EMS Shears 7-1/4in	03/28/2023	0	2.39 00023840
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok with Tamper Evider	03/28/2023	0	57.58 00023840
Vendor Subtotal:					1,679.40
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	03/31/2023	0	112.61
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	03/28/2023	0	118.88
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	03/28/2023	0	66.64
Vendor Subtotal:					298.13
5811-20-5811-52840	VYAIR	#14858-001 M2M CIRC SPU w/o PEEP	03/28/2023	0	457.44 00023762
Vendor Subtotal:					457.44
5811-20-5811-52840	UNITYPOINT HEALTH	Ambulance Medication February 2023	03/28/2023	0	362.65
Vendor Subtotal:					362.65
5811-20-5811-62220	STERICYCLE INC	Medical Waste Hauling	03/28/2023	0	224.15
Vendor Subtotal:					224.15
5811-20-5811-65220	CENTURYLINK	February Long Distance	03/28/2023	0	0.18
Vendor Subtotal:					0.18
5811-20-5811-65250	CENTURYLINK	February Fax Charges	03/28/2023	0	0.33
Vendor Subtotal:					0.33
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	03/31/2023	0	33.33
Vendor Subtotal:					33.33

5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INCopier		03/28/2023	0	217.55
			Vendor Subtotal:		217.55
			Subtotal for FUND: 5811		5,352.59
5821-55-5821-68300	GREATER MUSCATINE CHAMBER (April 2023		04/04/2023	0	31,250.00
			Vendor Subtotal:		31,250.00
			Subtotal for FUND: 5821		31,250.00
5831-25-5831-65100	CONTACT COLLEGE COACHES	Marketing Contact List for Midwest Coll	03/28/2023	0	160.00 00023672
			Vendor Subtotal:		160.00
			Subtotal for FUND: 5831		160.00
7625-40-7625-52300	RANDY MOELLER	Reimb Shoes - R Moeller	03/28/2023	0	47.47
			Vendor Subtotal:		47.47
7625-40-7625-52400	ARNOLD MOTOR SUPPLY	Gloves	03/31/2023	0	18.89
			Vendor Subtotal:		18.89
7625-40-7625-52400	NAPA OF MUSCATINE	Trigger Head/Bottle	03/31/2023	0	23.26
			Vendor Subtotal:		23.26
7625-40-7625-52740	A-1 QUALITY TIRE & CAR CARE	Tires for Stock	03/31/2023	0	319.10
			Vendor Subtotal:		319.10
7625-40-7625-52750	CHEMSEARCH	Diesel Fuel Additive	03/31/2023	0	1,274.70 00023770
7625-40-7625-52750	CHEMSEARCH	Shipping	03/31/2023	0	9.95

		Vendor Subtotal:			1,284.65
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Hot Shot	03/31/2023	0	61.99
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Filter	03/31/2023	0	17.61
		Vendor Subtotal:			79.60
7625-40-7625-53210	LAWSON PRODUCTS INC	Bolts	03/31/2023	0	6.88
7625-40-7625-53210	LAWSON PRODUCTS INC	Nuts for Stock	03/31/2023	0	17.03
		Vendor Subtotal:			23.91
7625-40-7625-53210	NAPA OF MUSCATINE	Wash Concentrate	03/28/2023	0	35.09
7625-40-7625-53210	NAPA OF MUSCATINE	Filters	03/28/2023	0	80.54
7625-40-7625-53210	NAPA OF MUSCATINE	Filters for Stock	03/28/2023	0	118.58 00023833
7625-40-7625-53210	NAPA OF MUSCATINE	Filters for Stock	03/28/2023	0	5.06
7625-40-7625-53210	NAPA OF MUSCATINE	Filters	03/31/2023	0	10.12
7625-40-7625-53210	NAPA OF MUSCATINE	Filters	03/31/2023	0	32.17
7625-40-7625-53210	NAPA OF MUSCATINE	Lamp	03/31/2023	0	17.10
7625-40-7625-53210	NAPA OF MUSCATINE	Filters/Wipers/Brakes Stock	03/31/2023	0	287.27 00023909
7625-40-7625-53210	NAPA OF MUSCATINE	Deep Creep	03/31/2023	0	93.39
		Vendor Subtotal:			679.32
7625-40-7625-53210	RDO TRUCK CENTERS	Oil Dri	03/28/2023	0	96.95
		Vendor Subtotal:			96.95
7625-40-7625-53210	CARQUEST OF MUSCATINE	Kroil	03/28/2023	0	77.55
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filter	03/31/2023	0	26.94
		Vendor Subtotal:			104.49
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fittings	03/28/2023	0	74.78
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Paint Supplies for Paint Booth	03/28/2023	0	133.70 00023831
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Return	03/31/2023	0	-5.15
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Swivels for Hoses	03/31/2023	0	180.00 00023849
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Swivels for Hoses	03/31/2023	0	55.86
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hoses	03/31/2023	0	92.98

7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Hose Fittings	03/31/2023	0	29.55
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Fittings	03/31/2023	0	5.15
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Tubing	03/31/2023	0	11.99
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Junction Box	03/31/2023	0	21.92
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Tubing	03/31/2023	0	11.99
Vendor Subtotal:					612.77
7625-40-7625-53220	MENARDS (MUSC)	Elbow/Bushing/Ball Valve	03/31/2023	0	92.00
Vendor Subtotal:					92.00
7625-40-7625-53220	NAPA OF MUSCATINE	Spark Plugs	03/28/2023	0	83.00
7625-40-7625-53220	NAPA OF MUSCATINE	Spark Plugs/Wires for #255	03/31/2023	0	131.80 00023858
7625-40-7625-53220	NAPA OF MUSCATINE	Fuel Injection Hose	03/31/2023	0	3.19
7625-40-7625-53220	NAPA OF MUSCATINE	LED License Kit	03/31/2023	0	48.18
7625-40-7625-53220	NAPA OF MUSCATINE	Starter for #750	03/31/2023	0	202.71 00023894
7625-40-7625-53220	NAPA OF MUSCATINE	Alternator	03/31/2023	0	313.40
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	03/31/2023	0	20.28
7625-40-7625-53220	NAPA OF MUSCATINE	Brake Pads	03/31/2023	0	90.78
7625-40-7625-53220	NAPA OF MUSCATINE	Starter for #742	03/31/2023	0	202.71 00023866
7625-40-7625-53220	NAPA OF MUSCATINE	Plug Tap	03/31/2023	0	5.84
7625-40-7625-53220	NAPA OF MUSCATINE	Wiper Blades	03/31/2023	0	39.82
Vendor Subtotal:					1,141.71
7625-40-7625-53220	REEVES BATTERY SALES	Batteries for #750	03/31/2023	0	290.00 00023893
Vendor Subtotal:					290.00
7625-40-7625-53220	BUILTRITE MANUFACTURING	Parts for Crane	03/31/2023	0	2,369.62 00023726
Vendor Subtotal:					2,369.62
7625-40-7625-53220	CARQUEST OF MUSCATINE	Batteries for 752	03/28/2023	0	404.98 00023808
7625-40-7625-53220	CARQUEST OF MUSCATINE	Battery for 904	03/28/2023	0	135.92 00023825
7625-40-7625-53220	CARQUEST OF MUSCATINE	Battery	03/31/2023	0	44.00
7625-40-7625-53220	CARQUEST OF MUSCATINE	Return	03/31/2023	0	-44.00
7625-40-7625-53220	CARQUEST OF MUSCATINE	Return	03/31/2023	0	-44.00
7625-40-7625-53220	CARQUEST OF MUSCATINE	Return	03/31/2023	0	-9.68
7625-40-7625-53220	CARQUEST OF MUSCATINE	Battery	03/31/2023	0	360.98 00023851

			Vendor Subtotal:		848.20
7625-40-7625-53220	SHUR CO	Tarps for Transfer Trailers	03/31/2023	0	161.97 00023424
7625-40-7625-53220	SHUR CO	Freight	03/31/2023	0	19.74
			Vendor Subtotal:		181.71
7625-40-7625-67130	BUILTRITE MANUFACTURING	Repairs to Crane	03/31/2023	0	5,320.00
			Vendor Subtotal:		5,320.00
7625-40-7625-67130	GARAGE 5SIX3	New EGR Valve for 246	03/28/2023	0	585.66 00023824
			Vendor Subtotal:		585.66
7625-40-7625-67130	EMAG MUSCATINE CBG LLC	Excess Oil Consumption	03/28/2023	0	70.19
			Vendor Subtotal:		70.19
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair for 401	03/31/2023	0	117.00 00023832
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs #129	03/31/2023	0	95.00
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Mount Tires #21	03/31/2023	0	88.95
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	#48 - Left Front Outside Tire/Right Rear	03/31/2023	0	142.90 00023861
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repair #78/437	03/31/2023	0	88.95
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Mounting Tires #257	03/31/2023	0	75.80
			Vendor Subtotal:		608.60
7625-40-7625-67140	EASTERN IOWA LIGHT & POWER C	Tires for #21	03/31/2023	0	751.96 00023848
7625-40-7625-67140	EASTERN IOWA LIGHT & POWER C	Tires for Stock	03/31/2023	0	471.90 00023848
			Vendor Subtotal:		1,223.86
7625-40-7625-74200	GRAINGER DEPT 802675066	Oil Dispensing Handles for Shop	03/31/2023	0	2,087.52 00023811
			Vendor Subtotal:		2,087.52
7625-40-7625-74200	AMAZON.COM	Oil Dispensing Handles for Shop	03/28/2023	0	2,703.90 00023809

		Vendor Subtotal:			2,703.90
		Subtotal for FUND: 7625			20,813.38
7635-00-7635-51100	AMAZON.COM	8 1/2 x 11 Manilla File Folders	03/31/2023	0	74.65 00023881
		Vendor Subtotal:			74.65
		Subtotal for FUND: 7635			74.65
7921-00-7921-69300	HNI CORPORATION	Refund Error Payment Invoice #557708A	03/28/2023	0	238.88
		Vendor Subtotal:			238.88
7921-00-7921-69900	BETTENDORF PUBLIC LIBRARY	Reimb Lost Item - The Unforgettable Log	03/28/2023	0	11.00
		Vendor Subtotal:			11.00
7921-00-7921-69900	CHELSEA GELDENHUYS	Wageworks Reimb Check	03/28/2023	0	8.90
		Vendor Subtotal:			8.90
		Subtotal for FUND: 7921			258.78
7940-00-7940-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - T Meade	03/31/2023	0	50.80
		Vendor Subtotal:			50.80
7940-00-7940-65100	QUAD CITY TIMES & MUSC JOURN	Public Notice Annual Housing Plan	03/31/2023	0	45.18
		Vendor Subtotal:			45.18
7940-00-7940-65210	MUSCATINE POWER & WATER	February Base PRI	03/28/2023	0	70.54
		Vendor Subtotal:			70.54

7940-00-7940-65240	MUSCATINE POWER & WATER	Feb - Mar Machlink	03/31/2023	0	123.98
		Vendor Subtotal:			123.98
		Subtotal for FUND: 7940			290.50
8180-90-8180-68300	ALLISON & KREITNER, P.C.	Down Payment Assistance M Mendoza	03/28/2023	0	2,500.00
		Vendor Subtotal:			2,500.00
		Subtotal for FUND: 8180			2,500.00
8370-00-8370-73700	MIDWEST ALARM SERVICES	Part/Programming	03/31/2023	0	18,013.80
		Vendor Subtotal:			18,013.80
8370-00-8370-73900	MIDWEST ALARM SERVICES	Art Center Camera and Intrusion System	03/31/2023	0	54,279.90 00022773
		Vendor Subtotal:			54,279.90
		Subtotal for FUND: 8370			72,293.70
8400-05-8400-74100	KARL CHEVROLET	2022 Police TAHOE	03/31/2023	0	14,816.00
		Vendor Subtotal:			14,816.00
		Subtotal for FUND: 8400			14,816.00
8450-05-8450-74250	AMAZON.COM	UVC-G4-PRO UniFi Protect G4-Pro Can	03/31/2023	0	858.00 00023847
		Vendor Subtotal:			858.00
		Subtotal for FUND: 8450			858.00
8451-30-8451-74250	DELL MARKETING L.P.	OptiPlex 7000 Micro	03/31/2023	0	2,520.48 00023664
8451-30-8451-74250	DELL MARKETING L.P.	U2722D Dell 27" UltraSharp Monitor	03/31/2023	0	927.00 00023664
8451-30-8451-74250	DELL MARKETING L.P.	MFS22 Micro Form Factor All-in-One St	03/31/2023	0	267.00 00023664

8451-30-8451-74250	DELL MARKETING L.P.	OptiPlex 7000 Micro	03/31/2023	0	23.52
		Vendor Subtotal:			3,738.00
		Subtotal for FUND: 8451			3,738.00
9002-00-0000-21140	JEFF REINIER	Pet Deposit Refund	03/31/2023	0	250.00
		Vendor Subtotal:			250.00
9002-00-0000-21140	SHERRI LORIMER	Reimb Pet Deposit	03/31/2023	0	250.00
		Vendor Subtotal:			250.00
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 3/31/23	03/31/2023	0	3,082.95
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 3/31/23	03/31/2023	0	86.04
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 3/17/23	03/28/2023	0	4.23
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 3/17/23	03/28/2023	0	3,226.34
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 3/17/23	03/28/2023	0	85.09
		Vendor Subtotal:			6,484.65
9002-90-9020-41904	CENTURYLINK	March Phones - Clark House	03/31/2023	0	177.39
9002-90-9020-41904	CENTURYLINK	February Long Distance	03/28/2023	0	0.33
		Vendor Subtotal:			177.72
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	Phone Allowance 3/17/23	03/28/2023	0	4.50
		Vendor Subtotal:			4.50
9002-90-9020-41904	US CELLULAR	March Cell Phones	03/28/2023	0	41.54
		Vendor Subtotal:			41.54
9002-90-9020-41905	CITY OF MUSCATINE HOUSING RE'	March Postage	03/31/2023	0	9.24
		Vendor Subtotal:			9.24

9002-90-9020-41914	CITY OF MUSCATINE HOUSING RE' MPW Jan-Feb Machlink		03/28/2023	0	23.56
	Vendor Subtotal:				23.56
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 3/31/23		03/31/2023	0	1,813.44
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Overtime Wages 3/31/23		03/31/2023	0	15.77
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 3/31/23		03/31/2023	0	1,428.33
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 3/17/23		03/28/2023	0	1,112.00
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Longevity 3/17/23		03/28/2023	0	4.55
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 3/17/23		03/28/2023	0	1,813.44
	Vendor Subtotal:				6,187.53
9002-90-9020-44201	HD SUPPLY FACILITIES MAINT	All-Purpose Sorbent Sock/Gloves	03/28/2023	0	53.27
	Vendor Subtotal:				53.27
9002-90-9020-44201	NEAL'S VACUUM & SEWING CENTI	Roller Brush/Filters/Rod Spring	03/31/2023	0	45.00
	Vendor Subtotal:				45.00
9002-90-9020-44204	MENARDS (MUSC)	CH Elevator Room Supplies:Johns Manv	03/31/2023	0	119.52 00023835
	Vendor Subtotal:				119.52
9002-90-9020-44205	VAN METER INDUSTRIAL INC	Bulbs	03/31/2023	0	79.32
	Vendor Subtotal:				79.32
9002-90-9020-44206	HD SUPPLY FACILITIES MAINT	Angle Stop	03/31/2023	0	62.03
9002-90-9020-44206	HD SUPPLY FACILITIES MAINT	Faucet	03/31/2023	0	54.24
9002-90-9020-44206	HD SUPPLY FACILITIES MAINT	Fluidmaster Value Pack	03/31/2023	0	94.98
9002-90-9020-44206	HD SUPPLY FACILITIES MAINT	Gaucet Shower Cartridge	03/31/2023	0	40.56
	Vendor Subtotal:				251.81
9002-90-9020-44218	PDQ SUPPLY INC	Power Cord	03/31/2023	0	51.00
9002-90-9020-44218	PDQ SUPPLY INC	Power Cord	03/31/2023	0	51.00

Vendor Subtotal:					102.00
9002-90-9020-44301	CITY OF MUSCATINE	CH April Refuse	04/04/2023	0	182.32
Vendor Subtotal:					182.32
9002-90-9020-44305	JOHNSON CONTROLS SECURITY SC	Alarms 4/1/23 - 6/30/23	04/04/2023	0	2,640.92
9002-90-9020-44305	JOHNSON CONTROLS SECURITY SC	Service Call	04/04/2023	0	688.95
Vendor Subtotal:					3,329.87
9002-90-9020-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - Feb GPS	03/28/2023	0	11.64
Vendor Subtotal:					11.64
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA'	Elevator Maintenance	03/28/2023	0	1,762.50
Vendor Subtotal:					1,762.50
9002-90-9020-44309	KELLY HEATING COOLING & PLBGCH	Heating Boilers Inducer Motor Repla	03/28/2023	0	380.00 00023611
9002-90-9020-44309	KELLY HEATING COOLING & PLBGCH	Heating Boilers Inducer Motor Repla	03/28/2023	0	2,535.06 00023611
Vendor Subtotal:					2,915.06
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	Service Call	03/31/2023	0	79.00
9002-90-9020-44318	BURNS & SON'S DIRECT APPLIANC	Service Call	03/28/2023	0	39.50
Vendor Subtotal:					118.50
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/31/23	03/31/2023	0	57.84
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/17/23	03/28/2023	0	56.25
Vendor Subtotal:					114.09
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/31/23	03/31/2023	0	487.27
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/17/23	03/28/2023	0	441.42

			Vendor Subtotal:		928.69
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'IPERS 3/31/23		03/31/2023	0	606.68
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'IPERS 3/17/23		03/28/2023	0	589.58
			Vendor Subtotal:		1,196.26
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 3/17/23		03/28/2023	0	3,937.63
			Vendor Subtotal:		3,937.63
9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 3/17/23		03/28/2023	0	19.65
			Vendor Subtotal:		19.65
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 3/17/23		03/28/2023	0	67.69
			Vendor Subtotal:		67.69
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 3/17/23		03/28/2023	0	25.21
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 3/17/23		03/28/2023	0	3.10
			Vendor Subtotal:		28.31
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 903 Flooring Repairs Labor: Plank In	03/31/2023	0	562.50 00023732
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 903 Flooring Repairs Materials: Cove	03/31/2023	0	90.00 00023732
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 903 Flooring Repairs Materials: Floor	03/31/2023	0	32.99 00023732
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 903 Flooring Repairs Labor: Floor Pr	03/31/2023	0	100.00 00023732
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 903 Flooring Repairs Labor: Cove Be	03/31/2023	0	90.00 00023732
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 903 Flooring Repairs Labor: Tearout	03/31/2023	0	562.50 00023732
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 903 Flooring Repairs Materials: Planl	03/31/2023	0	746.25 00023732
			Vendor Subtotal:		2,184.24
9002-90-9020-75400	KELLY HEATING COOLING & PLBGCH PTAC Unit Freidrich Model # PDE1:		03/31/2023	0	7,380.00 00023810
			Vendor Subtotal:		7,380.00

Subtotal for FUND: 9002				38,256.11
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 3/17/23	03/28/2023	0	954.09
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 3/31/23	03/31/2023	0	882.40
Vendor Subtotal:				1,836.49
9004-90-9040-41904	CENTURYLINK February Long Distance	03/28/2023	0	1.31
Vendor Subtotal:				1.31
9004-90-9040-41904	US CELLULAR March Cell Phones	03/28/2023	0	20.77
Vendor Subtotal:				20.77
9004-90-9040-41910	AMAZON.COM Table Cover	03/31/2023	0	88.86
Vendor Subtotal:				88.86
9004-90-9040-41914	CITY OF MUSCATINE HOUSING RE' MPW Jan-Feb Machlink	03/28/2023	0	11.16
Vendor Subtotal:				11.16
9004-90-9040-43700	ALLIANT ENERGY February Gas - Hershey	03/31/2023	0	1,918.30
Vendor Subtotal:				1,918.30
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 3/17/23	03/28/2023	0	1,147.50
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Longevity 3/17/23	03/28/2023	0	12.03
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 3/17/23	03/28/2023	0	906.72
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Wages 3/31/23	03/31/2023	0	906.72
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Full-Time Overtime Wages 3/31/23	03/31/2023	0	7.88
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 3/31/23	03/31/2023	0	1,374.52
Vendor Subtotal:				4,355.37
9004-90-9040-44205	VAN METER INDUSTRIAL INC Bulbs	03/31/2023	0	79.32

			Vendor Subtotal:		79.32
9004-90-9040-44301	CITY OF MUSCATINE	HM April Refuse	04/04/2023	0	98.20
			Vendor Subtotal:		98.20
9004-90-9040-44305	JOHNSON CONTROLS SECURITY SC	Service Call	04/04/2023	0	737.18
9004-90-9040-44305	JOHNSON CONTROLS SECURITY SC	Service Call	04/04/2023	0	277.99
			Vendor Subtotal:		1,015.17
9004-90-9040-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - Feb GPS	03/28/2023	0	11.63
			Vendor Subtotal:		11.63
9004-90-9040-44309	KELLY HEATING COOLING & PLBG	Boiler Not Working	03/31/2023	0	143.57
			Vendor Subtotal:		143.57
9004-90-9040-44311	KELLY HEATING COOLING & PLBG	Clogged Drain Downstairs Kitchen	03/31/2023	0	160.00
			Vendor Subtotal:		160.00
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/17/23	03/28/2023	0	27.20
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/31/23	03/31/2023	0	28.53
			Vendor Subtotal:		55.73
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/17/23	03/28/2023	0	221.50
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/31/23	03/31/2023	0	239.26
			Vendor Subtotal:		460.76
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 3/17/23	03/28/2023	0	285.12
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 3/31/23	03/31/2023	0	299.38
			Vendor Subtotal:		584.50

9004-90-9040-45403	CITY OF MUSCATINE HOUSING RE' Health Insurance 3/17/23	03/28/2023	0	656.28
	Vendor Subtotal:			656.28
9004-90-9040-45404	CITY OF MUSCATINE HOUSING RE' Life Insurance 3/17/23	03/28/2023	0	6.59
	Vendor Subtotal:			6.59
9004-90-9040-45405	CITY OF MUSCATINE HOUSING RE' Dental Insurance 3/17/23	03/28/2023	0	27.40
	Vendor Subtotal:			27.40
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 3/17/23	03/28/2023	0	8.89
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE' LTD BW Insurance 3/17/23	03/28/2023	0	1.55
	Vendor Subtotal:			10.44
9004-90-9040-75500	JL BRADY CO LLC HVAC Pay App #4	03/31/2023	0	140,339.70
	Vendor Subtotal:			140,339.70
	Subtotal for FUND: 9004			151,881.55
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 3/31/23	03/31/2023	0	1,718.51
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 3/31/23	03/31/2023	0	86.04
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 3/17/23	03/28/2023	0	1,790.20
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 3/17/23	03/28/2023	0	85.08
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE' Admin Longevity 3/17/23	03/28/2023	0	2.60
	Vendor Subtotal:			3,682.43
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE' Phone Allowance 3/17/23	03/28/2023	0	3.00
	Vendor Subtotal:			3.00
9006-90-9060-41904	US CELLULAR March Cell Phones	03/28/2023	0	20.77

			Vendor Subtotal:		20.77
9006-90-9060-41910	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 3/19/23	03/31/2023	0	703.68
9006-90-9060-41910	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 3/12/23	03/28/2023	0	846.62
			Vendor Subtotal:		1,550.30
9006-90-9060-41914	CITY OF MUSCATINE HOUSING RE'MPW Jan-Feb Machlink		03/28/2023	0	11.16
			Vendor Subtotal:		11.16
9006-90-9060-43100	MUSCATINE POWER & WATER	February Water - 2908 D	03/31/2023	0	15.63
9006-90-9060-43100	MUSCATINE POWER & WATER	February Water - 2800 Apt C	03/31/2023	0	12.71
9006-90-9060-43100	MUSCATINE POWER & WATER	February Water - 2708 Apt B	03/31/2023	0	20.54
9006-90-9060-43100	MUSCATINE POWER & WATER	February Water - 2708 Apt E	03/31/2023	0	19.28
			Vendor Subtotal:		68.16
9006-90-9060-43200	MUSCATINE POWER & WATER	February Electric - 2908 D	03/31/2023	0	27.31
9006-90-9060-43200	MUSCATINE POWER & WATER	February Electric - 2800 Apt C	03/31/2023	0	17.52
9006-90-9060-43200	MUSCATINE POWER & WATER	February Electric - 2708 Apt B	03/31/2023	0	42.96
9006-90-9060-43200	MUSCATINE POWER & WATER	February Electric - 2708 Apt E	03/31/2023	0	38.45
			Vendor Subtotal:		126.24
9006-90-9060-43700	ALLIANT ENERGY	February Gas - Sunset Office	03/31/2023	0	176.57
9006-90-9060-43700	ALLIANT ENERGY	February Gas - Sunset Office	03/31/2023	0	112.95
9006-90-9060-43700	ALLIANT ENERGY	February Gas - 2800 Apt C	03/31/2023	0	70.52
9006-90-9060-43700	ALLIANT ENERGY	February Gas - 2908 Apt D	03/31/2023	0	77.29
			Vendor Subtotal:		437.33
9006-90-9060-43900	MUSCATINE POWER & WATER	February Sewer - 2908 D	03/31/2023	0	32.06
9006-90-9060-43900	MUSCATINE POWER & WATER	February Sewer - 2800 Apt C	03/31/2023	0	23.51
9006-90-9060-43900	MUSCATINE POWER & WATER	February Sewer - 2708 Apt B	03/31/2023	0	39.54
9006-90-9060-43900	MUSCATINE POWER & WATER	February Sewer - 2708 Apt E	03/31/2023	0	39.54
			Vendor Subtotal:		134.65

9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 3/31/23	03/31/2023	0	158.17
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 3/31/23	03/31/2023	0	2,168.15
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part- Time Overtime Wages 3/31/2	03/31/2023	0	55.19
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 3/17/23	03/28/2023	0	2,168.16
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 3/17/23	03/28/2023	0	6.17
Vendor Subtotal:					4,555.84
9006-90-9060-44201	MENARDS (MUSC)	Foil Tape/Sharpie Chisel Board	03/28/2023	0	30.58
Vendor Subtotal:					30.58
9006-90-9060-44204	MARK A DIERCKS	SS Exterior Door Handle Stock	03/31/2023	0	210.00 00023804
9006-90-9060-44204	MARK A DIERCKS	SS Exterior Dead Bolt Stock	03/31/2023	0	110.00 00023804
9006-90-9060-44204	MARK A DIERCKS	SS Door Hardware USCan Commercial F	03/28/2023	0	315.00 00023778
9006-90-9060-44204	MARK A DIERCKS	SS Door Hardware USCan Commercial I	03/28/2023	0	165.00 00023778
9006-90-9060-44204	MARK A DIERCKS	Master Key Cylinders	03/28/2023	0	45.00
9006-90-9060-44204	MARK A DIERCKS	Duplicate Keys	03/28/2023	0	8.00
Vendor Subtotal:					853.00
9006-90-9060-44204	AMAZON.COM	SS 2908E EZ-ACCESS Gateway 3G Port	03/31/2023	0	987.39 00023863
Vendor Subtotal:					987.39
9006-90-9060-44204	RP LUMBER CO, INC	Single Door Slab	03/28/2023	0	75.30
Vendor Subtotal:					75.30
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS Faucet Stock Delta 2520LF-MPU Bat	03/31/2023	0	198.00 00023816
9006-90-9060-44206	PLUMB SUPPLY COMPANY	SS Faucet Stock Delta 2400LF Kitchen F	03/31/2023	0	204.72 00023816
Vendor Subtotal:					402.72
9006-90-9060-44206	AMAZON.COM	Silicone Shower Water Stopper Barrier	03/28/2023	0	36.89
Vendor Subtotal:					36.89
9006-90-9060-44207	MENARDS (MUSC)	Sandpaper	03/31/2023	0	29.95

			Vendor Subtotal:		29.95
9006-90-9060-44207	SHERWIN WILLIAMS	SS Paint Stock (Sherwin Willims Propert	03/28/2023	0	388.50 00023803
			Vendor Subtotal:		388.50
9006-90-9060-44218	PDQ SUPPLY INC	SS 2900D Refrigerator Parts/Crisper Dra	03/31/2023	0	33.99 00023724
9006-90-9060-44218	PDQ SUPPLY INC	SS 2900D Refrigerator Parts/Crisper Dra	03/31/2023	0	101.00 00023724
			Vendor Subtotal:		134.99
9006-90-9060-44301	CITY OF MUSCATINE	SS April Refuse	04/04/2023	0	320.00
			Vendor Subtotal:		320.00
9006-90-9060-44302	PHELPS CLEANING SERVICE INC	SS 2908D Carpet Cleaning (3 bedroom)	03/31/2023	0	185.00 00023712
			Vendor Subtotal:		185.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control	03/31/2023	0	50.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2812 C	03/31/2023	0	20.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2808 E	03/31/2023	0	20.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2908 E	03/31/2023	0	20.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2800 D	03/31/2023	0	125.00
			Vendor Subtotal:		235.00
9006-90-9060-44306	CITY OF MUSCATINE HOUSING RE'	Verizon - Feb GPS	03/28/2023	0	11.63
			Vendor Subtotal:		11.63
9006-90-9060-44308	KELLY HEATING COOLING & PLBG	Furance Not Working 2812-D	03/31/2023	0	274.00
			Vendor Subtotal:		274.00
9006-90-9060-44310	MICHAEL W SCHULTE	Screen Repair	03/31/2023	0	23.60

	Vendor Subtotal:			23.60
9006-90-9060-44311	KELLY HEATING COOLING & PLBGService Call No Hot Water 2908 A	03/31/2023	0	85.00
9006-90-9060-44311	KELLY HEATING COOLING & PLBGEmergency No Hot Water	03/31/2023	0	654.41
9006-90-9060-44311	KELLY HEATING COOLING & PLBGFloor Drain Backing Up 2800 A	03/31/2023	0	160.00
	Vendor Subtotal:			899.41
9006-90-9060-44315	RIVERBEND MAINTENANCE LLC SS 2908D Paint Rehab	03/31/2023	0	900.00 00023854
	Vendor Subtotal:			900.00
9006-90-9060-44318	BURNS & SON'S DIRECT APPLIANC Service Call	03/28/2023	0	39.50
	Vendor Subtotal:			39.50
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 3/31/23	03/31/2023	0	37.68
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 3/17/23	03/28/2023	0	36.48
	Vendor Subtotal:			74.16
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'FICA 3/31/23	03/31/2023	0	315.17
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'FICA 3/17/23	03/28/2023	0	286.32
	Vendor Subtotal:			601.49
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'IPERS 3/31/23	03/31/2023	0	395.19
9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'IPERS 3/17/23	03/28/2023	0	382.55
	Vendor Subtotal:			777.74
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 3/17/23	03/28/2023	0	2,250.07
	Vendor Subtotal:			2,250.07
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 3/17/23	03/28/2023	0	12.57

			Vendor Subtotal:	12.57
9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE' Dental Insurance 3/17/23	03/28/2023	0	54.78
			Vendor Subtotal:	54.78
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 3/17/23	03/28/2023	0	13.60
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE' LTD BW Insurance 3/17/23	03/28/2023	0	10.84
			Vendor Subtotal:	24.44
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE SS 2800C 1/4 Inch Birch Underlayment p	03/31/2023	0	70.00 00023777
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE SS 2800C Cove Base Vinyl Trim per Lin	03/31/2023	0	402.00 00023777
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE SS 2800C Carpet Pad per yd²	03/31/2023	0	342.98 00023777
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE SS 2800C Vinyl Chassis Advantage Planl	03/31/2023	0	911.42 00023777
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE SS 2800C Floor Prep Materials per 10 lb.	03/31/2023	0	32.99 00023777
9006-90-9060-75200	CARRIAGE HOUSE CARPET ONE SS 2800C Acumen2 carpet (Old Platinur	03/31/2023	0	900.90 00023777
			Vendor Subtotal:	2,660.29
			Subtotal for FUND: 9006	22,872.88
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 3/17/23	03/28/2023	0	4,156.94
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 3/17/23	03/28/2023	0	680.67
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Longevity 3/17/23	03/28/2023	0	6.83
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 3/31/23	03/31/2023	0	4,156.94
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 3/31/23	03/31/2023	0	688.32
			Vendor Subtotal:	9,689.70
9007-90-9070-41904	CENTURYLINK February Fax Charges	03/28/2023	0	0.24
			Vendor Subtotal:	0.24
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE' Phone Allowance 3/17/23	03/28/2023	0	1.50
			Vendor Subtotal:	1.50

9007-90-9070-41904	MUSCATINE POWER & WATER	February Phones - Housing Fax	03/28/2023	0	22.39
		Vendor Subtotal:			22.39
9007-90-9070-41905	CITY OF MUSCATINE HOUSING RE'	Petty Cash - Postage Due	03/28/2023	0	0.63
9007-90-9070-41905	CITY OF MUSCATINE HOUSING RE'	March Postage	03/31/2023	0	254.22
		Vendor Subtotal:			254.85
9007-90-9070-41906	NAN MCKAY & ASSOCIATES INC	Model Administrative Plan Digital Revisi	03/31/2023	0	239.00
		Vendor Subtotal:			239.00
9007-90-9070-41914	CITY OF MUSCATINE HOUSING RE'	MPW Jan-Feb Machlink	03/28/2023	0	78.10
		Vendor Subtotal:			78.10
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/17/23	03/28/2023	0	43.61
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/31/23	03/31/2023	0	43.62
		Vendor Subtotal:			87.23
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/17/23	03/28/2023	0	335.94
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/31/23	03/31/2023	0	362.93
		Vendor Subtotal:			698.87
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 3/17/23	03/28/2023	0	457.30
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 3/31/23	03/31/2023	0	457.38
		Vendor Subtotal:			914.68
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 3/17/23	03/28/2023	0	2,321.25
		Vendor Subtotal:			2,321.25
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 3/17/23	03/28/2023	0	13.05

			Vendor Subtotal:		13.05
9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 3/17/23	03/28/2023	0	49.97
			Vendor Subtotal:		49.97
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE'	LTD Insurance 3/17/23	03/28/2023	0	18.23
			Vendor Subtotal:		18.23
9007-90-9070-47150	MUSCATINE DOWNTOWN INVESTC	New HAP T Nicholson 19 of 31 Days M	03/31/2023	0	129.00
			Vendor Subtotal:		129.00
9007-90-9070-47150	MUSCATINE POWER & WATER	Utility Reimb - E Medina	03/31/2023	0	6.00
			Vendor Subtotal:		6.00
9007-90-9070-47150	WEST HILL PROPERTIES	New HAP T Pineda 30 of 31 Days March	03/31/2023	0	435.00
			Vendor Subtotal:		435.00
9007-90-9070-47150	JAMES WOEPKING	New HAP E Sealey Full March	03/31/2023	0	378.00
			Vendor Subtotal:		378.00
9007-90-9070-47150	JOSIAH MARK ANDERSON	New HAP J Strause Full March	03/31/2023	0	685.00
			Vendor Subtotal:		685.00
9007-90-9070-47150	NEW ERA HOLDINGS LLC	New HAP H McCleary Full April	04/04/2023	0	559.00
			Vendor Subtotal:		559.00
9007-90-9070-47150	GRANDVIEW SENIOR LOFTS LLC	New HAP D Massey Full Feb & Mar 9 of	03/31/2023	0	458.00
			Vendor Subtotal:		458.00

9007-90-9070-47150	MUSCATINE HOUSING SOLUTIONS	New HAP W Boudreau 22 of 30 Days	03/31/2023	0	288.00
		Vendor Subtotal:			288.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP Medina Full March	03/31/2023	0	68.00
		Vendor Subtotal:			68.00
9007-90-9070-47150	JLTF LLC	New HAP Powell 16 Days March	03/31/2023	0	438.00
		Vendor Subtotal:			438.00
9007-90-9070-47150	SALVADOR ZAMARRIPA JR	New HAP J Martinez 17 of 31 Days Mar	03/31/2023	0	174.00
		Vendor Subtotal:			174.00
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 3/17/23	03/28/2023	0	1,692.80
9007-90-9071-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 3/31/23	03/31/2023	0	1,692.80
		Vendor Subtotal:			3,385.60
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/17/23	03/28/2023	0	15.23
9007-90-9071-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 3/31/23	03/31/2023	0	15.23
		Vendor Subtotal:			30.46
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/17/23	03/28/2023	0	116.78
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'	FICA 3/31/23	03/31/2023	0	126.55
		Vendor Subtotal:			243.33
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 3/17/23	03/28/2023	0	159.80
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 3/31/23	03/31/2023	0	159.80
		Vendor Subtotal:			319.60
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 3/17/23	03/28/2023	0	2,227.51

		Vendor Subtotal:		2,227.51
9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE' Life Insurance 3/17/23	03/28/2023	0	8.57
		Vendor Subtotal:		8.57
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE' Dental Insurance 3/17/23	03/28/2023	0	48.35
		Vendor Subtotal:		48.35
9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE' LTD Insurance 3/17/23	03/28/2023	0	14.72
		Vendor Subtotal:		14.72
		Subtotal for FUND: 9007		24,285.20
		Report Total:		1,325,399.31

3/17/2023	ACH Payroll	Mission Square ICMA Retirement	12,697.16
3/17/2023	ACH Payroll	Mission Square ICMA RC	1,392.53
3/17/2023	ACH Payroll	Municipal Fire & Police Retire	75,968.64
3/17/2023	ACH Payroll	Nationwide	4,615.00
3/31/2023	ACH Payroll	Mission Square ICMA Retirement	11,947.16
3/31/2023	ACH Payroll	Mission Square ICMA RC	1,392.53
3/31/2023	ACH Payroll	Municipal Fire & Police Retire	74,485.89
3/31/2023	ACH Payroll	Nationwide	4,615.00
3/31/2023	Payroll Checks	AFA Flex Billing	5,225.66
3/17/2023	Payroll Checks	AFLAC	687.28
3/17/2023	Payroll Checks	Allstate	39.14
3/17/2023	Payroll Checks	American Fidelity	3,113.71
3/17/2023	Payroll Checks	City of Muscatine	31,631.07
3/17/2023	Payroll Checks	Clerk of Court	150.00
3/17/2023	Payroll Checks	State of Illinois	198.40
3/17/2023	Payroll Checks	United Way	77.00
3/17/2023	Payroll Checks	Attn: Revenue Admin	1,464.15
3/17/2023	Payroll Checks	AFA Flex Billing	5,205.66
3/31/2023	Payroll Checks	AFLAC	687.28
3/31/2023	Payroll Checks	Allstate	39.14
3/31/2023	Payroll Checks	American Fidelity	3,052.48
3/31/2023	Payroll Checks	City of Muscatine	(164.84)
3/31/2023	Payroll Checks	Clerk of Court	150.00
3/31/2023	Payroll Checks	State of Illinois	198.40
3/31/2023	Payroll Checks	United Way	77.00
3/21/2023	Special Check	Dept of Inspection & Appeals	300.00



City of Muscatine

ITEM NUMBER 2023-0092

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Third and Final Reading of Ordinance Updating Designated Truck Routes - Title 7, Chapter 11, Section 6 of City Code

EXECUTIVE SUMMARY

Ordinance modifying the designated truck routes for the City of Muscatine by removing the truck route designation from Lucas Street, and modifying the truck route designation of Houser Street to only apply to the portion of Houser Street between Grandview Avenue and Hershey Street.

STAFF RECOMMENDATION

Staff recommends Council adopt the proposed ordinance.

BACKGROUND/DISCUSSION

Section 6, Chapter 11, Title 7 of City Code establishes designated truck routes. Every motor vehicle weighing ten (10) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall only travel along these designated truck routes. Trucks having a fixed terminal, making a scheduled or definite stop within the City for the purpose of loading or unloading shall proceed over and upon the Designated Truck Route System as set out above to the nearest point of its scheduled or definite stop. From that point, the truck shall proceed to its destination and return to the truck route by the most direct method.

Currently, Lucas Street from the Bypass to Houser Street, and Houser Street from Grandview Avenue to Lucas Street are among the designated truck routes. That section of Lucas Street is narrow and with no shoulders and a deep ditch. The portion of Houser Street between Lucas Street and Hershey Avenue is extremely hilly. Because safer and better alternate routes exist, staff is proposing that no portion of Lucas Street, and that portion of Houser Street between Lucas Street and Hershey Avenue, no longer be designated as truck routes.

CITY FINANCIAL IMPACT

None

ATTACHMENTS

1. Truck Route Changes Ordinance Working Draft 2-27-2023

ORDINANCE NO. 2023-0092

AN ORDINANCE UPDATING DESIGNATED TRUCK ROUTES, SECTION 6 – TRUCK ROUTES, CHAPTER 11 – LOAD AND WEIGHT RESTRICTIONS, OF TITLE 7 – VEHICLES AND TRAFFIC, OF CITY CODE

WHEREAS, a Section 7-11-6 of specifies which streets that any motor vehicle weighing ten (10) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading are allowed to travel;

WHEREAS, Lucas Street is not constructed in manner which allows it to serve as a safe and appropriate truck route; and

WHEREAS, the portion of Houser Street laying south of Hershey Avenue is constructed in manner which allows it serve as a safe and appropriate truck route

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA:

SECTION 1. Paragraph 8 of Subsection A of Section 6, of Chapter 11 of Title 7 of City Code is hereby deleted.

SECTION 2. Paragraph 10 of Subsection A of Section 6, of Chapter 11 of Title 7 of City Code is hereby amended to read as follows:

“Houser Street from Hershey Avenue to Grandview Avenue.”

SECTION 3. All paragraphs contained within Subsection A of Section 6, of Chapter 11 of Title 7 of City Code are hereby renumbered, so that after the changes directed by Section 1 and Section 2 of this ordinance are made, said paragraphs remain in numerical order without skipping any number.

SECTION 4. 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. Any Ordinance or part thereof in conflict or inconsistent with the provisions of this Ordinance is repealed.

SECTION 6. This ordinance shall be in effect from and after the passage and approval and publication of this ordinance, as provided by law

PASSED, APPROVED AND ADOPTED this 6th Day of April, 2023

Attest

**By the City Council of the City of
Muscatine, Iowa**

Dr. Brad Bark, Mayor

Carol Webb
City Clerk

First Reading: March 2, 2023
Second Reading: March 16, 2023
Third Reading: April 6, 2023
Publication:



City of Muscatine

ITEM NUMBER 2023-0136

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Resolution Approving the Plans and Specifications for the West Hill Sewer Separation Project Phase 6A and 6B

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution to approve the plans and specifications for the West Hill Phase 6A and 6B Sewer Separation Project.

STAFF RECOMMENDATION

Adopt the Resolution

BACKGROUND/DISCUSSION

Phase 6 of the West Hill Sewer Separation Project will include sanitary and storm sewer installation with separation of sanitary sewer from the Papoose Tunnel. Work will be constructed on Sycamore Street from 8th Street to Fulliam Avenue, Cedar Street from 8th to 9th Streets, 9th and 10th Streets from Chestnut to Sycamore, Iowa Avenue from 10th Street to Fulliam, and Fulliam Avenue from Iowa Avenue to Sycamore Street. In addition, new water mains and paving will be constructed after sewer work is completed.

Due to the use of State Revolving Fund (SRF) funds, review by multiple departments of the State of Iowa is necessary and has slowed the progress of getting this project to bid. The current schedule is to approve the plans and specifications on April 6, release bid documents on April 7, receive bids on May 9 and award the project on June 1, approve the contract and bond on June 15, and issue a notice to proceed on June 16, 2023.

CITY FINANCIAL IMPACT

Funds for this project are available from the Local Option Sales Tax and a State Revolving Loan.

ATTACHMENTS

1. Approve Plans.res
2. ProjectManual - West Hil Area Phase 6 - IFB 04-04-2023

RESOLUTION NO. 2023-0136

APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, COST ESTIMATE AND SETTING DATE FOR RECEIPT OF BIDS

FOR: WEST HILL AREA SANITARY AND STORM SEWER SEPARATION - PHASE 6A and 6B

WHEREAS, there is on file in the Public Works a copy of the plans, specifications, form of contract, and notice to bidders prepared by the Public Works Department for the proposed West Hill Sewer Separation Phase 6A and 6B; and

WHEREAS, said plans, specifications, form of contract, and cost estimate have been examined by this Council;

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNCIL that:

1. All objections to the foregoing plans, specifications, form of contract, notice to bidders, and cost estimate are overruled.
2. The foregoing plans, specifications, form of contract, and cost estimate are finally approved.
3. Date for Receipt of Bids will be May 9, 2023.

PASSED, APPROVED AND ADOPTED THIS 6th DAY OF APRIL, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk

(SEAL)

Project Manual

for

West Hill Area Sanitary and Storm Sewer Separation Phase 6A/6B

**City of Muscatine
Muscatine, Iowa**

April 2023



Project Manual

for

West Hill Area Sanitary and Storm Sewer Separation Phase 6A/6B

City of Muscatine Muscatine, Iowa

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Karmen K. Heim 4-4-2023
(signature) (date)

Printed or typed name: Karmen K. Heim

License number: P17381

My license renewal date is: December 31, 2024.

Pages or sheets covered by this seal: As listed on Table of Contents.



A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

WEST HILL AREA
SANITARY AND STORM SEWER SEPARATION
PHASE 6A AND 6B

CITY OF MUSCATINE
MUSCATINE, IOWA

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Resp. Charge	Document	Title	Page
KKH	00 11 13	Notice to Bidders	1 to 2
KKH	00 21 13	Instructions to Bidders	1 to 10
KKH	00 41 13	Bid Form	1 to 4
KKH	00 43 13	Bid Bond	1 to 2
KKH	00 43 22	Unit Price Schedule	1 to 6
KKH	00 43 24	Iowa Bidder Status Form	1 to 2
KKH	00 52 13	Contract between Owner and Contractor	1 to 6
KKH	00 63 13	Performance and Payment Bond	1 to 2
	1010 – 1090	SUDAS General Provisions and Covenants	1 to 73
KKH	00 75 00	Special Provisions	1 to 15

SRF Required Front-End Specifications

Attachment 1 - Certification of Non-Segregated Facilities Form
Attachment 2 - Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form
Attachment 3 - Disadvantaged Business Enterprise Certification Form
Attachment 4 - DBE Program Subcontractor Performance Form
Attachment 5 - DBE Program Subcontractor Utilization Form
Attachment 6 - DBE Program Subcontractor Participation Form
Attachment 7 - Other Federal Requirements Language
 A. Standard Equal Employment Opportunity Specifications
 B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates)
 C. Preservation of Open Competition and Government Neutrality
 D. Historical and Archeological Finds
 E. Prohibitions on Procurement from Violating Facilities
Attachment 8 - Right of Entry and Records Retention
Attachment 9 - Use of American Iron and Steel
Attachment 10 – Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Davis-Bacon Prevailing Wage Rates for Muscatine County
- Construction Types: Heavy and Highway 1 to 7

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

Resp. Charge	Section	Title	Page
	DIVISION 01	GENERAL REQUIREMENTS	
KKH	01 22 00	Unit Prices	1

Resp. Charge	Section	Title	Page
KKH	01 33 00	Submittal Procedures	1 to 6
		Submittal Transmittal Form	
KKH	01 50 00	Temporary Facilities and Controls	1 to 6
KKH	01 57 14	SWPPP Owner – Certification	1
KKH	01 57 15	SWPPP – Contractor and Subcontractor Certification	1
KKH	01 57 16	SWPPP Training Log	1
KKH	01 57 17	Stormwater Construction Site Inspection Report	1 to 3
KKH	01 57 18	SWPPP Amendment Log	1
KKH	01 77 00	Closeout Procedures	1 to 3

2022 SUDAS STANDARD SPECIFICATIONS

The following SUDAS Standard Specifications and their requirements referenced are considered part of this project. All requirements of these sections are applicable unless otherwise noted in the contract documents. Sections are not included in the printed project manual.

DIVISION 1 GENERAL PROVISIONS AND COVENANTS

- 1010 Definitions
- 1020 Proposal Requirements and Conditions
- 1030 Approval for Award and Award of Contract
- 1040 Scope of Work
- 1050 Control of Work
- 1060 Control of Materials
- 1070 Legal Relations and Responsibility to the Public
- 1080 Prosecution and Progress
- 1090 Measurement and Payment

DIVISION 2 EARTHWORK

- 2010 Earthwork, Subgrade, and Subbase

DIVISION 3 TRENCH AND TRENCHLESS CONSTRUCTION

- 3010 Trench Excavation and Backfill
- 3020 Trenchless Construction (Boring, Jacking, and Tunneling)

DIVISION 4 SEWER AND DRAINS

- 4010 Sanitary Sewers
- 4020 Storm Sewers
- 4040 Subdrains and Footing Drain Collectors
- 4060 Cleaning, Inspection, and Testing of Sewers

DIVISION 5 WATER MAIN AND APPURTENANCES

- 5010 Water Main and Appurtenances - Pipe and Fittings
- 5020 Valves, Fire Hydrants, and Appurtenances
- 5030 Testing and Disinfection

DIVISION 6 STRUCTURES FOR SANITARY AND STORM SEWERS

- 6010 Structures for Sanitary and Storm Sewers
- 6030 Cleaning, Inspection, and Testing of Structures

DIVISION 7 STREETS AND RELATED WORK

- 7010 Portland Cement Concrete Pavement
- 7020 Hot Mix Asphalt Pavement
- 7030 Sidewalks, Shared Use Paths, and Driveways
- 7040 Pavement Rehabilitation

DIVISION 8 TRAFFIC CONTROL

8020 Pavement Markings

8030 Temporary Traffic Control

DIVISION 9 SITE WORK AND LANDSCAPING

9010 Seeding

9040 Erosion and Sediment Control

DIVISION 11 MISCELLANEOUS

11,010 Construction Survey

11,020 Mobilization

11,030 Temporary Services During Construction

11,050 Concrete Washout

SUDAS Details

SUDAS No.	Detail Name
3010.101	TRENCH BEDDING AND BACKFILL ZONES
3010.102	RIGID GRAVITY PIPE TRENCH BEDDING
3010.103	FLEXIBLE GRAVITY PIPE TRENCH BEDDING
3010.104	PRESSURE PIPE TRENCH BEDDING
4010.201	SANITARY SEWER SERVICE STUB
4010.203	SANITARY SEWER CLEANOUT
4020.211	STORM SEWER PIPE CONNECTIONS
4040.231	SUBDRAINS
4040.233	SUBDRAIN OUTLETS
6010.301	CIRCULAR SANITARY SEWER MANHOLE
6010.303	SANITARY SEWER MANHOLE OVER EXISTING SEWER
6010.401	CIRCULAR STORM SEWER MANHOLE
6010.501	SINGLE GRATE INTAKE
6010.502	CIRCULAR SINGLE GRATE INTAKE
6010.505	DOUBLE GRATE INTAKE
6010.507	SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX
7010.101	JOINTS
7010.102	PCC CURB DETAILS
7010.103	MANHOLE BOXOUTS IN PCC PAVEMENT
7010.901	PCC PAVEMENT JOINTING
7010.904	TYPICAL JOINTING LAYOUT
7030.101	CONCRETE DRIVEWAY, TYPE A
7030.103	DRIVEWAY GRADING
7030.104	ROW GRADING
7030.201	CLASSES OF SIDEWALKS
7030.202	CURB DETAILS FOR CLASS A SIDEWALK
7030.204	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	GENERAL SIDEWALK AND CURB RAMP DETAILS
7030.206	CURB RAMPS OUTSIDE OF INTERSECTION RADIUS
7030.207	CURB RAMP FOR CLASS B OR C SIDEWALK
7030.208	ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK
7030.209	CURB RAMPS FOR CLASS A SIDEWALK

SUDAS No.	Detail Name
7030.210	DETECTABLE WARNING PLACEMENT
7040.101	FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
7040.102	FULL DEPTH PCC PATCHES GREATER THAN 15' LONG
8030.111	LANE CLOSEURE AT AN INTERSECTION
8030.116	STREET OR ROAD CLOSURE
8030.117	SIDEWALK DETOUR
8030.119	CLOSURE OF MARKED OR UNMARKED CROSSWALK
9040.102	FILTER BERM AND FILTER SOCK
9040.103	ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION ON SLOPES
9040.105	WATTLE
9040.119	SILT FENCE
9040.120	STABILIZED CONSTRUCTION ENTRANCE
9080.101	TYPE A CONCRETE STEPS WITH HANDRAIL
9080.102	TYPE B CONCRETE STEPS WITH HANDRAIL
11030.101	TEMPORARY MAILBOXES
11040.101	TEMP. GRANULAR SIDEWALK/TEMP RESIDENTIAL ACCESS
11040.102	TEMPORARY PEDESTRIAN CHANNELIZING DEVICE

Muscatine Power and Water Supplemental Specifications

Muscatine Power and Water (MPW) has adopted the Supplemental Specifications to the 2022 Edition of the SUDAS Standard Specifications Manual for use on MPW improvement projects. The Supplemental Specifications are incorporated herein by reference and are included in this project manual.

Notice is hereby given that the City of Muscatine, will receive Bids at City Clerk's Office, City Purchasing Agent, 215 Sycamore Street, Muscatine, Iowa until May 9, 2023 at 2:00 pm, local time, for West Hill Area Sanitary and Storm Sewer Separation – Phase 6A and 6B, at which time Bids will be publicly opened and read aloud. Bids will be acted upon at the regular council meeting on June 1, 2023, or at such later time and place as may then be fixed. Regular council meetings are held on the first and third Thursdays of the month.

General summary of Work to be performed: Installation of sanitary and storm sewer to improve and separate existing West Hill combined sewer system. Work will be constructed under a single unit price Contract. The work is divided into multiple stages to be completed over two years 2023 and 2024, according to the Contract Times defined in the Contract. Work includes water main and electric improvements in the Phase 6A and 6B project area.

Phase 6A and 6B work includes general construction of approximately 3,350' of new 8" sanitary sewer on East Ninth Street, East 10th Street, Sycamore Street, and Fulliam Avenue. In addition, it includes the continuation of the new West Side Interceptor with approximately 2,520' of 18" and 24" sanitary sewer. Approximately 1,900' of new storm sewer, inlet piping and inlets are included. Approximately 900' of trenchless construction is included. Water main replacement includes approximately 1,750' of new 6", 8", and 10" main and installation of electrical conduit for future overhead to underground electrical conversion.

All sub-phases include the following work: sanitary service connections, new inlets, inlet piping, full-width pavement removal and replacement, sidewalk construction, seeding, and other related work.

Work shall be in accordance with the Bidding Documents, including the Project Manual and Drawings, which are on file at the Issuing Office of the Engineer, Stanley Consultants, Inc., Muscatine, Iowa, from Ms. Mandy Hoag at hoagmandy@stanleygroup.com, telephone 563-264-6657. Drawings include two plan sets including; West Hill Area Sanitary and Storm Sewer Separation – Phase 6A and 6B; and West Hill Area Sewer Separation Phase 6A and 6B Water Main and Electric Conduit Plans bound together. Prospective Bidders may contact the Issuing Office Mondays through Fridays between the hours of 8 am and 5 pm to obtain copies of the Bidding Documents as described below.

Printed copies of the Bidding Documents consisting of 1 Project Manual and 1 full-size set of Drawings may be obtained from the Issuing Office, during the hours indicated above and on demand only, upon deposit or payment in the amount of \$250 for each set. Printed copies of 1 Project Manual and 1 half-size set of drawings is available for deposit of \$125 for each set. Additional Bidding Documents may be obtained at the same cost but are nonrefundable. The deposit for 1 base set will be refunded to those Bidders who return the Bidding Documents to the Issuing Office in good condition (suitable for re-use) within 14 days after the award of the project. Checks for Bidding Documents shall be payable to Stanley Consultants, Inc. Credit card payment is not available. Alternatively, Bidding Documents are available in electronic format (PDF) for no charge. Upon request, electronic bidding documents may be downloaded from the Issuing Office using a secure file transfer email link. An official plan holders list will be managed only by the Issuing Office.

Upon Issuing Office's receipt of payment, printed Bidding Documents will be shipped. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at 2:00 pm on April 24, 2023 at Council Chambers at Muscatine City Hall. Representatives of Owner and Engineer will be present to discuss the Project. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

City of Muscatine sewer and paving work and select water main work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from State Revolving Loan Fund administered by the Iowa Department of Natural Resources.

Each Bid shall be accompanied, in a separate sealed envelope, by Bid security in an amount of not less than 5% of the Bid. Bid Bonds must be executed by corporations authorized to contract as Surety in the State of Iowa and in a form described in the Contract Documents. Bid security shall be forfeited if the Bidder fails or refuses to sign and deliver a signed Agreement and furnish required contract security.

Each Bid shall be accompanied with an Iowa Bidder Status Form. Form is available within project manual. Failure to submit a fully completed Bidder Status Form with the Bid may result in the bid being deemed nonresponsive and rejected.

Bidders will be required to certify that for all Work to be performed pursuant to the Contract Documents, at least the prevailing rate of wages as found and determined by the Davis-Bacon Act will be paid to all workers and employees employed and working on the Project. Copies of prevailing rates of wages to be paid for each job title and classification in construction work are included in the Contract Documents.

All Bids shall be submitted on forms provided with the Project Manual, to the office of City Clerk, City Purchasing Agent on or before the time specified above. One copy of the bid shall be submitted.

Upon notification of award, Successful Bidder shall furnish contract security in the form of performance, payment, and maintenance bonds described in the Contract Documents.

Performance of the Work will start within 10 calendar days after date of Notice to Proceed, and shall be completed within the time stated in the Contract Documents.

The City reserves the right to defer acceptance of any Bid for a period not to exceed 35 calendar days after the date Bids are to be received.

The City reserves the right to consider factors such as the responsibility and responsiveness of Bidders, including the Bidder's experience, number of employees, and ability to finance the cost of the project in determining Bid selection.

The City reserves the right to reject any or all Bids, to waive informalities or technicalities in any Bid and to accept the Bid which it deems to be in the best interest of the City.

CITY OF MUSCATINE, IOWA

By Carol Webb
City Administrator

Date _____

1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders have the meanings indicated in the Statewide Urban Design and Specifications (SUDAS) Division 1 General Provisions and Covenants and project specific Special Provisions. Refer to SUDAS Section 1010 – Definitions for abbreviations, definitions, and terms used in the Contract.

1.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Notice to Bidders.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

1.03 QUALIFICATIONS OF BIDDERS

- A. To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
 - 1. Evidence of Bidder's authority to do business in the state where the Project is located.
 - 2. Bidder's state or other contractor license number, if applicable.
 - 3. Subcontractor and Supplier qualification information; coordinate with provisions of Article Subcontractors, Suppliers, and Others in this Section.
 - 4. Other required information regarding qualifications.
 - 5. Reveal if you have been involved or are currently involved in litigation with the City of Muscatine.
- B. Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- C. No requirement in this Article to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- D. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- E. Refer to SUDAS Section 1020, 1.01 for Qualifications of Bidders.

1.04 SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OTHER WORK AT THE SITE

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- B. Existing site conditions:
 - 1. Subsurface and Physical Conditions; Hazardous Environmental Conditions:
 - a. The Special Provisions identify:
 - 1) those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

- 2) those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - 3) reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - 4) Technical Data contained in such reports and drawings.
 - b. Owner will provide electronic pdfs of material referenced in Special Provisions available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - c. Technical data as defined in Special Provisions.
 2. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
 3. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in SUDAS Standard Specifications Section 1040, 1.08, and 1.09.
- C. Site visit and testing by bidders:
1. Bidder may conduct the Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
 2. Bidder may conduct any subsurface testing, or exhaustive investigations of Site conditions.
 3. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
 4. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
 5. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- D. Other work at the Site: Refer to Special Provisions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

1.05 BIDDER'S REPRESENTATIONS

- A. It is the responsibility of each Bidder before submitting a Bid to:
1. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 2. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 3. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 4. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to

- Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;
5. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
 6. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 7. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 8. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
 9. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 10. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

1.06 PREBID CONFERENCE

- A. A prebid conference will be held at the time stated in the Notice to Bidders.
- B. Bidders are encouraged to attend and participate in the pre-bid conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.07 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Bidding Documents are to be submitted to Design Engineer in writing.

Ms. Karmen K. Heim
Stanley Consultants, Inc.
Stanley Building
225 Iowa Avenue
Muscatine, Iowa 52761-3764
Phone: 563-264-6287
Email: heimkarmen@stanleygroup.com

- B. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 7 calendar days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. Refer to SUDAS Section 1020, 1.05 and 1.06 regarding Interpretations and Addendums.

1.08 BID SECURITY

- A. A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of SUDAS Standard Specifications Section 1070.
- B. The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- C. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 36 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- D. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.
- E. Refer to SUDAS Section 1020, 1.12 for Bid Security submittal requirements.

1.09 IOWA BIDDER STATUS FORM

- A. Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). Bidder shall complete and submit Bidder Status Form, signed by an authorized representative of the Bidder, with their Bid.
- B. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the Bid may result in the bid being deemed nonresponsive and may result in the Bid being rejected.
- C. The Worksheet: Authorized to Transact Business from the Labor Commissioner is included in this project manual and may be used to assist Bidders in completing the Bidder Status Form.
- D. Refer to SUDAS Section 1020, 1.09 for submittal requirements of the Iowa Bidder Status Form.

1.10 CONTRACT TIMES

- A. The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Contract.
- B. Refer to SUDAS Section 1080, 1.02 for Completion Date contract requirements.

1.11 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Contract.
- B. Refer to SUDAS Section 1080, 1.12 for Liquidated Damages contract requirements.

1.12 SUBSTITUTE AND "OR-EQUAL" ITEMS

- A. The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or

equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- B. All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.
- C. Refer to SUDAS Section 1060, 1.02 for requirements on Alternate Processes, Equipment, Or Materials

1.13 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- B. Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- C. The apparent Successful Bidder, and any other Bidder so requested, shall within 5 days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers.
- D. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- E. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation.

1.14 PREPARATION OF BID PROPOSAL

- A. Bid Form is included with the Bidding Documents.
 - 1. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, unit adjustment price item, and unit price item listed therein.
 - 2. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- B. Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

- C. Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- D. Bid by an individual shall show the Bidder's name and official address.
- E. Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- F. All names shall be printed in ink below the signatures.
- G. Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- H. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- I. Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- J. Refer to SUDAS Section 1020 1.09 for Preparation of Proposal.

1.15 BASIS OF BID; COMPARISON OF BIDS

- A. Unit Price:
 - 1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in Section 00 43 22 – Unit Price Schedule.
 - 2. The Bid Price for each unit price Bid item will be the product of the Estimated Quantity (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding Bid Unit Price offered by the Bidder. The total of all unit price Bid items will be the sum of these Bid Prices; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with SUDAS Standard Specifications Section 1090.
 - 3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

1.16 SUBMITTAL OF BID

- A. With each copy of the Bidding Documents, a Bidder is furnished a copy of the Bid Form, Unit Price Schedule, and the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 8 of the Bid Form.
- B. A Bid shall be received no later than the date and time prescribed and at the place indicated in the Notice to Bidders and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."
- C. Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- D. Oral, telephonic, facsimile, or other electronically transmitted Bids will not be considered.

1.17 MODIFICATION AND WITHDRAWAL OF BID

- A. Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- B. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph A. and submit a new Bid prior to the date and time for the opening of Bids.
- C. If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.
- D. Refer to SUDAS Section 1020, 1.13 for Withdrawal Or Revision Of The Proposal Prior To Opening Of Proposals

1.18 OPENING OF BIDS

- A. Bids will be opened at the time and place indicated in the Notice to Bidders and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- B. Refer to SUDAS Section 1020, 1.14 Opening of Proposals.

1.19 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- B. Refer to SUDAS Section 1020, 1.15 Limitation On Withdrawal Of Proposals After Opening Of Proposals.

1.20 EVALUATION OF BIDS AND AWARD OF CONTRACT

- A. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- B. If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- C. Evaluation of Bids:
 - 1. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - 2. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- D. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and suppliers proposed for those portions of the Work for which the identity of Subcontractors and suppliers must be submitted as provided in the Bidding Documents.
- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or suppliers.
- F. Refer to SUDAS Section 1030 Approval for Award and Award of Contract.

1.21 BONDS AND INSURANCE

- A. SUDAS Standard Specifications Section 1070, as may be modified by the Special Provisions, sets forth Owner's requirements as to performance and payment bonds, 2-year maintenance bond, and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

1.22 SIGNING OF CONTRACT

- A. When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract.
- B. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner.
- C. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents.

1.23 SALES AND USE TAXES

- A. Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to SUDAS Standard Specifications Section 1020, 1.08 for additional information.
- B. Complete information on qualifying materials and supplies can be found at www.state.ia.us/tax, the Iowa Department of Revenue and Finance (IDRF) web site. Links can be found in the Business Taxes and Local Government categories. Bids submitted for this Project should be submitted on this basis.

1.24 NON-SEGREGATED FACILITIES

- A. Bidders shall review the requirements of SRF Attachment 1 and submit a signed Certification of Non-Segregated Facilities.
- B. All subcontractors awarded subcontracts greater than \$10,000 must provide certification to the general contractor and certifications retained in their files.

1.25 DEBARMENT AND SUSPENSION

- A. Bidders and equipment suppliers who are listed on the U.S. General Services Administration Excluded Parties List will be prohibited from bidding.
- B. Refer to SRF Attachment 2. Bidders shall review, certify, and submit the completed form regarding debarment, suspension, and other responsibility matters.

1.26 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- A. The project is subject to Iowa's Fair Share goals which aims at awarding work to small, minority, and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs).
- B. Bidders shall take affirmative action for DBE participation. Documentation of the efforts and proposed utilization of certified DBE's is required. Refer to SRF Attachments 3, 4, 5, and 6 for requirements.
- C. SRF Attachments 3, 4, and 5 must be signed and submitted with bid. SRF Attachment 6 is for voluntary use.

1.27 FEDERAL REQUIREMENTS

- A. The project is subject to the federal requirements as summarized in the SRF Attachment 7.
- B. Contractors shall abide by the Federal Equal Opportunity requirements.
- C. Contractors shall abide by the Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates).
- D. Project is subject to preservation of open competition and government neutrality toward government contractors' labor relations.
- E. If during the course of construction, evidence of deposits of historical or archeological interest are found, contractor shall cease operations affecting the find.
- F. Award of the project will be prohibited to persons or suppliers who have been convicted of violations of the Clean Air Act and the Clean Water Act.

1.28 RIGHT OF ENTRY AND RECORDS RETENTION

- A. Project is always subject to site inspections and project records and document audits from the Iowa Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the US EPA.
- B. Refer to SRF Attachment 8 for requirements.

1.29 AMERICAN IRON AND STEEL

- A. Project is subject to American Iron and Steel provisions under the H.R. 3547 Consolidated Appropriations Act, 2014.
- B. All iron and steel products used in the project shall be produced in the United States.
- C. Contractor shall obtain certifications that products and materials used in the project are US made.
- D. Refer to SRF Attachment 9 for requirements and procedures for waivers.

1.30 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. Bidder shall meet the terms and conditions of 2 CFR 200.216 which prohibit using loan funds on certain equipment, systems, or services.

- B. Bidder shall review, certify, and submit the signed form indicating their bid will meet the requirements listed on SRF Attachment 10.

END OF DOCUMENT

PROJECT AND CONTRACT IDENTIFICATION

This Bid pertains to Contract West Hill Area Sanitary and Storm Sewer Separation – Phase 6A/6B for the City of Muscatine, Iowa.

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: CITY CLERK'S OFFICE
CITY PURCHASING AGENT
215 SYCAMORE STREET
MUSCATINE, IOWA 52761
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 35 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | Addendum No. | Addendum Date |
|--------------|---------------|
| | |
| | |
| | |
| | |
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. Submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, noncompetitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price shown on Section 00 43 22 Unit Price Schedule.
- 5.02 Unit Price Bid: Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 1.08 of SUDAS Standard Specifications Section 1090 on or before the dates or within the number of calendar days indicated in the Contract.
- 6.02 Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - EXCEPTIONS AND CLARIFICATIONS

- 7.01 Attach a separate sealed envelope labeled "Exceptions and Clarifications" to outside of sealed Bid, containing listing on Bidder's letterhead of all exceptions and clarifications to Contract Documents, referencing page number and paragraph of Contract Documents involved. If there are no exceptions or clarifications, include statement to such effect in Bid envelope. Excessive exceptions or clarifications may render Bid unresponsive. Bidder agrees to all provisions contained in Contract Documents unless specifically listed as an exception or clarification. If Bidder submits drawings, printed forms, standard statements, or other revisions which conflict with Contract Documents, the Contract Documents will prevail.

ARTICLE 8 - ATTACHMENTS TO THIS BID

- 8.01 The following documents are attached to and made a condition of this Bid:
- A. Statement of no Exceptions and Clarifications, if appropriate;
 - B. Exceptions and Clarifications to Contract Documents, if appropriate;
 - C. Required Bid security in separate envelope (submit with bid);
 - D. Required Iowa Bidder Status Form (submit with bid);
 - E. List of proposed Subcontractors and Suppliers; as requested after the bid.
 - F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - G. Contractor's License No.: _____.
 - H. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - I. SRF Attachment 1 - Certification of Non-Segregated Facilities Form (submit with bid);
 - J. SRF Attachment 2 - Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form (submit with bid);
 - K. SRF Attachment 3 - Disadvantaged Business Enterprise Certification Form (submit with bid);
 - L. SRF Attachment 4 - DBE Program Subcontractor Performance Form (submit with bid);
 - M. SRF Attachment 5 - DBE Program Subcontractor Utilization Form (submit with bid);
 - N. SRF Attachment 6 - DBE Program Subcontractor Participation Form;
 - O. SRF Attachment 7 - Other Federal Requirements Language;
 - P. SRF Attachment 8 - Right of Entry and Records Retention;
 - Q. SRF Attachment 9 - Use of American Iron and Steel;
 - R. SRF Attachment 10 - Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (submit with bid)

ARTICLE 9 - DEFINED TERMS

- 9.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the SUDAS General Provisions and Covenants, and the Special Provisions.

ARTICLE 10 - BID SUBMITTAL

Bidder: *(Indicate correct name of bidding entity)*

By: _____
(Signature)

(Printed Name)
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(Signature)

Title: _____
(Printed Name)

Submittal Date: _____

Address for giving notices:

Telephone No. _____

Facsimile No. _____

Contact Name and email address: _____

Contractor's License Number: _____.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date:

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER**SURETY**

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

WEST HILL AREA - SANITARY AND STORM SEWER SEPARATION PHASE 6A & 6B					
MUSCATINE, IOWA					
No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	TREE REMOVAL	33	EA		
2	CLEARING AND GRUBBING	1	LS		
3	TOPSOIL OFF-SITE	727	CY		
4	TOP SOIL OFF-SITE, OWNER PROVIDED	727	CY		
5	CLASS 10 EXCAVATION	3043	CY		
6	CLASS 13 EXCAVATION - RR TIE REMOVAL AND DISPOSAL	120	TONS		
7	GRANULAR SUBBASE - 6" (UNDER ROADWAY PAVEMENT) (CONTRACTOR PROVIDED)	10521	SY		
8	GRANULAR SUBBASE - 6" (UNDER ROADWAY PAVEMENT) (CITY FURNISHED CRUSHED CONCRETE)	7085	SY		
9	SPECIAL BACKFILL - CONTRACTOR PROVIDED MATERIAL - 6" (UNDER DRIVEWAY/ALLEY)	2888	SY		
10	SPECIAL BACKFILL - CONTRACTOR PROVIDED MATERIAL - 4" (UNDER SIDEWALKS)	1465	SY		
11	TEMPORARY GRANULAR SURFACE	400	TONS		
12	SUBGRADE TREATMENT, GEOTEXTILE	2000	SY		
13	GRANULAR STABILIZATION, 12" GRANULAR SUBBASE	3000	SY		
14	REMOVALS, PIPES	120	LF		
15	FILLING AND PLUGGING OF PIPES	160	LF		
16	TRENCH FOUNDATION	300	CY		
17	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL (CONTRACTOR PROVIDED MANSAND)	3791	CY		
18	SUITABLE TRENCH BACKFILL MATERIAL (TRENCH EXCAVATED MATERIAL)	7581	CY		
19	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL (OWNER PROVIDED SUITABLE MATERIAL)	1895	CY		
20	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL (CONTRACTOR PROVIDED SUITABLE MATERIAL)	1895	CY		
21	SHEETING LEFT IN PLACE	150	SF		
22	EXPLORATORY TRENCH AND TEST DIGS	320	LF		
23	VIBRATION MONITORING	1	LS		
24	SANITARY SEWER, 4" OR 6" PVC (ASTM D3034)	1514	LF		
25	SANITARY SEWER, 8" COMPOSITE TRUSS TYPE PVC PIPE, DEPTH < 14'	2769	LF		

WEST HILL AREA - SANITARY AND STORM SEWER SEPARATION PHASE 6A & 6B					
MUSCATINE, IOWA					
No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
26	SANITARY SEWER, 8" COMPOSITE TRUSS TYPE PVC PIPE, DEPTH >14'	133	LF		
27	SANITARY SEWER, 18" PVC, < 14'	327	LF		
28	SANITARY SEWER, 18" PVC, >14'	118	LF		
29	SANITARY SEWER, 24" PVC, < 14'	0	LF		
30	SANITARY SEWER, 24" PVC, >14'	1620	LF		
31	SANITARY SEWER, TRENCHLESS CONSTRUCTION, 8"	440	LF		
32	SANITARY SEWER, TRENCHLESS CONSTRUCTION, 18"	436	LF		
33	SANITARY SEWER, TRENCHLESS CONSTRUCTION, 24"	15	LF		
34	SANITARY SEWER FORCE MAIN, PVC	65	LF		
35	SANITARY SERVICE CONNECTIONS TO MAIN (4" AND 6")	112	EA		
36	SANITARY SEWER CLEANOUT	2	EA		
37	SANITARY SEWER INTERNAL HOME REPLUMBING	1	LS		
38	SEWER, DIP, WATER MAIN MATERIAL, FOR CONFLICTS, 8"	30	LF		
39	SEWER, DIP, WATER MAIN MATERIAL, FOR CONFLICTS, 12"	30	LF		
40	SEWER, DIP, WATER MAIN MATERIAL, FOR CONFLICTS, 16"	30	LF		
41	SEWER, DIP, WATER MAIN MATERIAL, FOR CONFLICTS, 18"	30	LF		
42	SEWER, PVC, WATER MAIN MATERIAL, FOR CONFLICTS, 8"	30	LF		
43	SEWER, PVC, WATER MAIN MATERIAL, FOR CONFLICTS, 12"	42	LF		
44	SEWER, PVC, WATER MAIN MATERIAL, FOR CONFLICTS, 16"	65	LF		
45	SEWER, PVC, WATER MAIN MATERIAL, FOR CONFLICTS, 18"	30	LF		
46	STORM SEWER, 12", CLASS IV RCP	389	LF		
47	STORM SEWER, 15", CLASS IV RCP	1376	LF		
48	STORM SEWER, 18", CLASS IV RCP	51	LF		
49	STORM SEWER, 21", CLASS IV RCP	21	LF		
50	STORM SEWER INLET PIPING, 12" PVC (ASTM F949)	20	LF		
51	STORM SEWER INLET PIPING, 15" PVC (ASTM F949)	20	LF		
52	SUBDRAINS, TYPE 1, HDPE, 4"	9624	LF		
53	SUBDRAIN CONNECTIONS TO STRUCTURE	24	EA		

WEST HILL AREA - SANITARY AND STORM SEWER SEPARATION PHASE 6A & 6B					
MUSCATINE, IOWA					
No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
54	INTERNAL VIDEO INSPECTION (ALL SEWER)	7695	LF		
55	TEMPORARY WATER SERVICE CONNECTION TO HOME	7	EA		
56	TEMPORARY WATER SERVICE CONNECTION TO WATER SERVICE LINE	8	EA		
57	TEMPORARY WATER SERVICE PIPING	935	LF		
58	TEMPORARY WATER SERVICE PLAN	1	LS		
59	SANITARY MANHOLE, ECCENTRIC, SW-301, 5' DIAMETER (8' DEEP)	30	EA		
60	SANITARY MANHOLE, EXTRA DEPTH, 5' DIAMETER	161	LF		
61	SANITARY MANHOLE, FLAT TOP, 5' DIAMETER	3	EA		
62	STORM MANHOLE, FLAT TOP, SW-401, 5' DIAMETER (UP TO 8' DEEP)	7	EA		
63	STORM MANHOLE, FLAT TOP, SW-401, 4' DIAMETER (UP TO 8' DEEP)	1	EA		
64	STORM MANHOLE, EXTRA DEPTH, 5' DIAMETER	1.5	LF		
65	PAPOOSE CREEK SEWER ACCESS MANHOLE REBUILD	1	LS		
66	STORM INLET, SW-501	1	EA		
67	STORM INLET, SW-502	16	EA		
68	STORM INLET, SW-502, 5'	3	EA		
69	STORM INLET, SW-505	1	EA		
70	STORM INLET, SW-507	7	EA		
71	SANITARY INTERNAL DROP CONNECTION	11	EA		
72	SANITARY EXTERNAL DROP CONNECTION	2	EA		
73	MANHOLE OR INTAKE ADJUSTMENT, MAJOR	2	EA		
74	CONNECTION TO EXISTING MANHOLE OR INTAKE	1	EA		
75	REMOVE MANHOLE OR INTAKE	43	EA		
76	PCC PAVEMENT, 10 INCH	2391	SY		
77	PCC PAVEMENT, 8 INCH	5348	SY		
78	PCC PAVEMENT, 7 INCH	8841	SY		
79	PCC PAVEMENT SAMPLES AND TESTING	1	LS		
80	HMA PAVEMENT	20	TON		
81	REMOVAL OF DRIVEWAY/ALLEY	2332	SY		
82	REMOVAL OF SIDEWALK	1355	SY		
83	REMOVAL, LIMESTONE CURB	20	LF		
84	PCC SIDEWALK, 4-INCH	1465	SY		
85	PCC SIDEWALK, 6-INCH	41	SY		
86	DETECTABLE WARNINGS	371	SF		

WEST HILL AREA - SANITARY AND STORM SEWER SEPARATION PHASE 6A & 6B					
MUSCATINE, IOWA					
No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
87	PAVED DRIVEWAYS, AND ALLEYS, PCC, 6-INCH	2888	SY		
88	PAVEMENT REMOVAL, MILLING	16339	SY		
89	PAVEMENT REMOVAL, CONCRETE	371	SY		
90	SUBBASE MATERIAL REMOVAL AFTER MILLING	16339	SY		
91	PAINTED PAVEMENT MARKINGS, DURABLE	5.17	STA		
92	TEMPORARY TRAFFIC CONTROL	1	LS		
93	SPECIAL SIGNAGE	36	SF		
94	SEEDING, FERTILIZING, & MULCHING FOR HYDRAULIC SEEDING, RESIDENTIAL (TYPE 1)	78488	SF		
95	SEEDING, FERTILIZING, & MULCHING FOR HYDRAULIC SEEDING, PERMANENT (TYPE 2)	0.45	ACRE		
96	PLANTS, LANDSCAPING BY AREA	4245	SF		
97	SWPPP MANAGEMENT	1	LS		
98	FILTER SOCKS	200	LF		
99	SILT FENCE OR SILT FENCE DITCH CHECK	4000	LF		
100	STABLIZED CONSTRUCTION ENTRANCE	4	EA		
101	EROSION CONTROL MULCHING, HYDROMULCHING	2.00	ACRE		
102	INLET PROTECTION DEVICE, DROP IN PROTECTION	20	EA		
103	TURF REINFORCEMENT MESH (TEMPORARY)	8000	SF		
104	REMOVAL AND REINSTALLATION OF EXISTING FENCE	113	LF		
105	RETAINING WALL, ALL TYPES	200	SF		
106	CONCRETE STEPS	200	SF		
107	CONSTRUCTION SURVEY	1	LS		
108	MOBILIZATION	1	LS		
109	MOBILIZATION, EROSION CONTROL	10	EA		
110	EXISTING CONDITIONS VIDEO RECORD	1	LS		
111	CITY FIELD OFFICE	20	MONTH		
112	MAINTENANCE OF POSTAL SERVICE	120	EA		
113	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS		
114	CONCRETE WASHOUT	1	LS		

WEST HILL AREA - SANITARY AND STORM SEWER SEPARATION PHASE 6A & 6B					
MUSCATINE, IOWA					
No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
201	WATER MAIN, TRENCHED, C-900 PVC, RESTRAINED JOINT, 10"	520	LF		
202	WATER MAIN, TRENCHED, C-900 PVC, RESTRAINED JOINT, 8"	460	LF		
203	WATER MAIN, TRENCHED, C-900 PVC, RESTRAINED JOINT, 6"	110	LF		
204	WATER MAIN, TRENCHED, C-900 PVC, 6"	680	LF		
205	FITTINGS, TEE, 10"X10"	2	EA		
206	FITTINGS, 22.5 DEGREE ELBOW, 10"	1	EA		
207	FITTINGS, REDUCER, 10"X8"	1	EA		
208	FITTINGS, PLUG, 10"	1	EA		
209	FITTINGS, 11.25 DEGREE ELBOW, 8"	2	EA		
210	FITTINGS, REDUCER, 8"X6"	1	EA		
211	FITTINGS, TEE, 6"X6"	4	EA		
212	FITTINGS, 90 DEGREE ELBOW, 6"	1	EA		
213	FITTINGS, PLUG, 6"	1	EA		
214	FITTINGS, BY COUNT, COUPLER, 6", RESTRAINED	1	EA		
215	WATER SERVICE CONNECTION, COPPER, 1", SHORT SIDE	27	EA		
216	WATER SERVICE CONNECTION, COPPER, 1", SHORT SIDE PLUS CURB STOP	14	EA		
217	WATER SERVICE CONNECTION, COPPER, 1", EXISTING MAIN	5	EA		
218	WATER SERVICE CONNECTION, COPPER, 1", LONG SIDE	10	EA		
219	WATER MAIN ABANDONMENT, 10"	2	EA		
220	WATER MAIN ABANDONMENT, 6"	3	EA		
221	TEMPORARY CONNECTION, 10"	1	LS		
222	VALVE, GATE VALVE, MECHANICAL JOINT, 10"	1	EA		
223	VALVE, GATE VALVE, MECHANICAL JOINT, 8"	2	EA		
224	VALVE, GATE VALVE, MECHANICAL JOINT, 6"	4	EA		
225	VALVE, GATE VALVE, MECHANICAL JOINT, 6", CUT-IN	1	EA		
226	TAPPING VALVE ASSEMBLY, 10"X10"	2	EA		
227	TAPPING VALVE ASSEMBLY, 6"X6"	3	EA		
228	FIRE HYDRANT ASSEMBLY	3	EA		
229	REMOVAL, FIRE HYDRANT	3	EA		
230	ELECTRICAL CONDUIT, OPEN CUT, HDPE OR PVC, 6-INCH	1685	LF		

WEST HILL AREA - SANITARY AND STORM SEWER SEPARATION PHASE 6A & 6B					
MUSCATINE, IOWA					
No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
231	ELECTRICAL CONDUIT, OPEN CUT, HDPE OR PVC, 3-INCH	2259	LF		
232	ELECTRICAL CONDUIT, OPEN CUT, HDPE OR PVC, 2-INCH	2872	LF		
233	COMMUNICATION CONDUIT, OPEN CUT, HDPE, 2-INCH	4518	LF		
234	SWITCHGEAR FOUNDATION, 9'X9'	1	EA		
235	TRANSFORMER PAD, 3'X3'	9	EA		
236	VAULT, 30"X48"	8	EA		
TOTAL OF ALL BID ITEMS				\$	
TOTAL OF ITEMS 1-114					
TOTAL OF ITEMS 201-236					

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No

My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No

My company has an office to transact business in Iowa.

☐ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?

☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

THIS CONTRACT is by and between _____ (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as construction of sanitary and storm sewer to separate existing West Hill combined sewer system. Additional work includes general construction of water main and electric conduit improvements and full-width pavement replacement in the West Hill project area.

ARTICLE 2 - THE PROJECT

2.1 The Project for which Work under the Contract Documents may be the whole or only a part is generally described as West Hill Area Sanitary and Storm Sewer Separation – Phase 6A and 6B.

ARTICLE 3 - ENGINEER

3.1 The Project has been designed by Stanley Consultants, Inc. who is to assume all responsibilities, and have rights and authority assigned to Owner's Engineering Consultant or Engineer during design and bidding in completion of the Work in accordance with the Contract Documents.

3.2 The Owner will provide a representative to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer during construction in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.1 *Time of the Essence.* All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Milestones.* Parts of the Work shall be substantially completed on or before the following Milestone(s):

- A. Milestone 1: Includes all pipe and paving work on Sycamore Street between 8th Street and past the 11th Street intersection. The Work will be substantially completed and ready for final payment in accordance with paragraph 1.08 of Section 1090 of SUDAS Standard Specifications on or before November 30, 2023.
- B. Milestone 2: All work on Cedar Street between 8th and past the 9th Street intersection may begin when the Muscatine Community School District students are on summer break starting on June 3, 2024. Substantial and final completion for this work shall be on or before August 9, 2024 and ready for final payment in accordance with 1.08 of Section 1090 of SUDAS Standard Specifications.
- C. Milestone 3: All remaining project work will be substantially completed on or before November 30, 2024 and completed and ready for final payment in accordance with paragraph 1.08 of Section 1090 of the 2022 SUDAS Standard Specifications on or before December 31, 2024.

4.2 *Liquidated Damages.* Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 A. and 4.2B and 4.2C. above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- A. Substantial Completion: Contractor shall pay Owner \$500.00 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2 A, and 4.2B, and 4.2C above for Substantial Completion until the Work is substantially complete.
- B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for

completion and readiness for final payment, Contractor shall pay Owner \$300.00 for each calendar day that expires after such time until the Work is completed and ready for final payment.

- C. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.3 After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.2 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 1.03 of SUDAS Section 1020 of SUDAS Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- B. For all Work, at the prices stated in Document 00 43 22 - Unit Price Schedule, attached hereto as an exhibit.
- C. Total of Bid Prices for all Unit Price Work:

(words)
_____. (\$ _____).
(figures)

ARTICLE 6 - PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments.* Contractor shall submit Applications for Payment in accordance with Section 1090 of SUDAS Standard Specifications. Applications for Payment will be processed by Engineer as provided in the SUDAS Standard Specifications.

6.2 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established on the Unit Price Schedule based on the number of units completed.

- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
1. 95% percent of Work completed (with the balance being retainage).
 2. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts set off by Owner pursuant to Section 1090 of SUDAS Standard Specifications and less 200% of Engineer's estimate of the value of Work to be

completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 1.08 of the Section 1090 Measurement and Payment of SUDAS Standard Specifications, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 1.08.

ARTICLE 7 - INTEREST

7.1 All amounts not paid when due shall bear interest at the maximum rate allowed by law.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.1 *Contents:* The Contract Documents consist of the following:

- A. This Contract (pages 1 to , inclusive).
- B. Section 00 43 22 Unit Price Schedule
- C. Performance and Payment Bond (pages 1 to 3, inclusive).
- D. SUDAS General Provisions and Covenants (pages 1 to 73, inclusive).
- E. Special Provisions (pages 1 to , inclusive).
- F. SRF provisions and specifications; Davis Bacon Wage Rates
- G. Specifications as listed in Project Manual table of contents.
- H. Drawings as listed on the Drawing Index Sheet.
- I. Addenda numbers to , inclusive.
- J. Exhibits to this Contract (enumerated as follows):
- K. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - 1. Notice to Proceed.
 - 2. Instructions to Contractors.
 - 3. Change Orders.
 - 4. Field Orders.

9.2 The documents listed in paragraph 9.1 are attached to this Contract (except as expressly noted otherwise above).

9.3 There are no Contract Documents other than those listed above in this Article 9.

9.4 The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 *Terms.* Terms used in this Contract will have the meanings indicated in the SUDAS General Provisions and Covenants and the Special Provisions.

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

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

10.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding

upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certification.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 *Other Provisions.* Owner stipulates that the General Conditions that are made a part of this Contract are based on 2022 SUDAS Standard Specifications – Division 1 General Provisions and Covenants for the Construction Contract, published by the Iowa Statewide Urban Design and Specifications (SUDAS) Program and Owner is the party that has furnished said General Conditions, and has plainly shown all modifications to the standard wording of such published document to the Contractor in the Special Provisions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract. This Contract will be effective on _____, 2023 (which is the Effective Date of the Contract).

OWNER:

By: _____

Title: _____

Attest _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Contract.)

CONTRACTOR:

By: _____

Title: _____

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

Attest _____

Title: _____

Address for giving notices:

License No. _____
(Where applicable)

END OF DOCUMENT

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT, a Principal, hereinafter called the Contractor and

(Here insert the legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Muscatine, Muscatine County, Iowa as Obligee, hereinafter called the Owner, in the amount of

DOLLARS (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2023, entered into a Contract with Owner for

WEST HILL AREA SANITARY AND STORM SEWER SEPARATION– PHASE 6A AND 6B PROJECT

in accordance with drawings and specifications prepared by Stanley Consultants, Inc., Muscatine, Iowa, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

A. The Surety hereby waives notice of any alteration by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession or defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to

Contractor.

- B. The Contractor and his surety shall be obligated to remedy any defects in workmanship or materials that may develop in the improvements covered by this bond for a period of two (2) years from the date of acceptance of the improvements by the owner.
- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- D. No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.

The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS _____ DAY OF _____, A.D. 2023.

IN THE PRESENCE OF:

PRINCIPAL

WITNESS

TITLE

SURETY

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DEFINITIONS**1.01 DESCRIPTION**

Wherever the following definitions, terms, and abbreviations, or pronouns in place of them, are used in the plans, specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this Section.

1.02 ABBREVIATIONS

Wherever in these specifications and contract documents the following abbreviations are used, they shall be understood to mean as follows: The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.

AAN - American Association of Nurserymen
AAR - Association of American Railroads
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Institute of Architects
AMG - Automated Machine Guidance
ANSI - American National Standards Institute
API - American Petroleum Institute
APWA - American Public Works Association
ARA - American Railway Association
AREA - American Railway Engineering Association
ASA - America Standards Association
ASCE - American Society of Civil Engineers
ASLA - American Society of Landscape Architects
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society
AWWA - American Water Works Association
BSC - Bituminous Seal Coat
CFR - Code of Federal Regulations
CLSM - Controlled Low Strength Material
CMP - Corrugated Metal Pipe
CPM - Critical Path Method
CRSI - Concrete Reinforcing Steel Institute
DIP - Ductile Iron Pipe
DNR - Department of Natural Resources
DOT - Department of Transportation
EEI - Edison Electric Institute
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
FSS - Federal Specification and Standards
ESAL - Equivalent Single Axle Load
GGBFS - Ground Granulated Blast Furnace Slag
GPS - Global Positioning System
GRI - Geosynthetic Research Institute
HDPE - High Density Polyethylene Pipe
HMA - Hot Mix Asphalt
IAC - Iowa Administrative Code
IEEE - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
IMSA - International Municipal Signal Association, Inc.
ISO - Insurance Services Office
ITE - Institute of Transportation Engineers
JMF - Job Mix Formula

1.02 ABBREVIATIONS (Continued)

MAPLE - Materials Approved Product List Enterprise
MGAL - 1,000 Gallons
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
NPDES - National Pollutant Discharge Elimination
NSF - National Sanitation Foundation
OSHA - Occupational Safety of Health Administration
PCC - Portland Cement Concrete
PLS - Pure Live Seed
PROWAG - Public Right-of-Way Accessibility Guidelines
PVC - Polyvinyl Chloride
RAP - Recycled Asphalt Pavement
RCAP - Reinforced Concrete Arch Pipe
RCP - Reinforced Concrete Pipe
SAE - Society of Automotive Engineers
SDR - Standard Dimension Ratio
SSPC - Steel Structures Painting Council
SUDAS - Statewide Urban Design and Specifications
SWPPP - Stormwater Pollution Prevention Plan
UL - Underwriters' Laboratories, Inc.
US - United States
USC - United States Code
VCP - Vittrified Clay Pipe

1.03 DEFINITIONS AND TERMS

ADDENDUM. A revision to the contract documents written and issued after the notice to bidders, and prior to the time for receipt of proposals. Changes reflected in the Addendum shall govern over all other contract documents.

ALLEY. See Street.

APPROVED EQUAL (EQUIVALENT). A product, process, equipment, or material that, upon approval of the Engineer, is determined to meet or exceed the requirements called for by the specifications. Upon approval, the item will be allowed in lieu of the specified material, process, equipment, or product.

AWARD. The acceptance of the proposal of the lowest responsive, responsible bidder for the work, which shall not be binding upon the Contracting Authority until the contract for the said work has been executed by the bidder and by the Contracting Authority and bond(s) has been provided by the bidder as required by law.

BID. A properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Bid is the same as Proposal.

BID AMOUNT. The aggregate sum obtained by totaling the amounts arrived at by multiplying the quantity of each bid item, as shown in the bid or proposal, by the unit price specified in the proposal for that bid item, including lump sum bid items.

BID ITEM. A specifically described unit of work for which a price is provided in the proposal. A bid item may also be referred to as a contract item.

BID SECURITY. The security furnished by the bidder with its bid as guaranty that the bidder will execute the contract and furnish bond for the work if the proposal is accepted. For bids submitted to governmental entities, the bidder shall furnish bid security as defined in Iowa Code Chapter 26.

1.03 DEFINITIONS AND TERMS (Continued)

BIDDER. Any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the work is located, which has submitted a proposal for the work, acting directly or through a duly authorized representative.

CALENDAR DAY. Every day shown on the calendar.

CHANGE ORDER. A written order to the Contractor signed and approved by the Contracting Authority, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contracting Authority and the Contractor shall constitute authorized modifications of the contract.

COMMENCEMENT OF WORK. Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available to the site but the operations are prevented by conditions outside the Contractor's control.

COMPETITIVE QUOTATION. A properly signed written offer of the Contractor according to Iowa Code Chapter 26.

CONTRACT. The written agreement, between the Contractor and the Contracting Authority, setting forth the terms and conditions under which the work is to be performed. The contract includes all contract documents.

CONTRACT AMOUNT. The bid amount plus approved change orders.

CONTRACT DOCUMENTS. The contract documents consist of the following: The notice to bidders and notice of public hearing; the instructions to bidders; special provisions; standard specifications; general supplemental specifications; supplemental specifications; plans; addenda; proposal; contract; performance, payment, and maintenance bond; insurance certificate(s); Notice to Proceed; and change orders. These documents form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed improvement. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

CONTRACTING AUTHORITY. The body, entity, board, commission, officer, or governmental entity having authority to award a contract.

CONTRACTOR. The individual, firm, partnership or corporation, and the heirs, executors, administrators, successors and assigns thereof, or the lawful agent of any such individual, firm, partnership, or corporation, or the surety thereof under the contract bond, constituting one of the principals to the contract and undertaking to perform the work herein specified. Where the pronoun "it" is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

CONTROLLING ITEM OF WORK. The unique activity of a contract that will determine the duration of the construction period or if a working day is charged. The character of this work may change during the project. It is the work that could be in progress at any time that would have the greatest influence on the duration of the project.

CULVERT. A structure not classified as a bridge or storm sewer which provides an opening under a roadway or embankment, except that such term shall not include tiles crossing the road, or intakes thereto, where such tiles are part of a tile line or system designed to aid subsurface drainage.

1.03 DEFINITIONS AND TERMS (Continued)

DEPARTMENT OF TRANSPORTATION, (THE DEPARTMENT). The Department of Transportation, as defined in Iowa Code Chapter 307.

EMPLOYEE. Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.

ENGINEER. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and is the authorized representative of the Contracting Authority. For privately contracted projects, with improvements that are to become publicly owned, the Engineer is the Professional Engineer licensed in the State of Iowa and is the authorized representative of the Jurisdiction ultimately accepting ownership of the improvement. For all other projects, the Engineer is the Professional Engineer licensed in the State of Iowa and is the owner's authorized representative. The Engineer may act directly or through duly authorized representatives.

EQUIPMENT. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.

GENERAL SUPPLEMENTAL SPECIFICATIONS. Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents.

GOVERNMENTAL ENTITY. As defined in Iowa Code Chapter 26.

IMPROVEMENT. Shall mean any public improvements as defined in Iowa Code Chapter 26 and shall also include highway, bridge, or culvert projects.

INCIDENTAL ITEMS. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and the cost of which shall be included in other bid items.

INSPECTOR. The authorized representative of the Engineer assigned to make a detailed inspection of any or all portions of the work, or materials.

IOWA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS. The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction and the General Supplemental Specifications effective at the date of publication of the Notice to Bidders unless a different effective date is identified in the contract documents.

JOINT VENTURE. The joining of two or more contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single project.

JURISDICTION. A governmental entity or the Iowa Department of Transportation, acting through its governing body, or through the authorized representatives of such governing body when so authorized.

JURISDICTIONAL ENGINEER. See Engineer.

1.03 DEFINITIONS AND TERMS (Continued)

LABORATORY. The testing laboratory of the Jurisdiction, or any other testing laboratory which may be designated by the Engineer.

LIQUIDATED DAMAGES. The dollar amount established by the Contracting Authority and set forth in the contract documents as compensation for the damage to the Contracting Authority, or public, for delay in completion of the work, to be paid to the Contracting Authority, or to be deducted from any payments due or to become due the Contractor.

LUMP SUM. Unit of measurement for a bid item where no direct measurement will be made. The bid item amount is complete payment for all work described in the contract documents and necessary to complete the work for that item. The estimated quantities of lump sum work shown in the contract documents are approximate.

MAPLE. Iowa DOT's materials approved product list enterprise. MAPLE contains a searchable database of most of the approved products, sources, producers, and suppliers of materials for Iowa highway projects. MAPLE may be searched by the brand/product name, producer, Iowa DOT Materials Instructional Memorandum (IM) number, or material name. New approvals are continually added as Iowa DOT approves them for use.

MATERIALS. Any substances specified for the use in the construction of the project and its appurtenances.

MATERIALS INSTRUCTIONAL MEMORANDUM (MATERIALS I.M.). This is an instruction prepared by the Iowa DOT's Construction and Materials Bureau. These may identify approved sources of various qualities or types of materials, sampling, testing, and approval procedures, and conditions for acceptance and use.

MEDIAN. The portion of a divided roadway separating the traveled ways for traffic.

MOBILIZATION. Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed or costs incurred prior to beginning work on the various items on the project site.

NOTICE OF PUBLIC HEARING. The public announcement or publication by the governmental entity, as required under Iowa Code Chapter 26, notifying the public of the time and place where any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated cost of the improvement.

NOTICE TO BIDDERS. The public announcement, publication, or solicitation by the Contracting Authority, inviting bids for work to be performed or materials to be furnished as required by Iowa Code Chapter 26.

NOTICE TO PROCEED. A written notice to the Contractor issued by the Engineer stating the date, on or before which, the Contractor is to begin the work. The date set forth in this notice shall be considered as the official starting date.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. The bond submitted by the designated low bidder, in the amount specified in the contract documents, for the faithful performance of the contract and the terms and conditions therein contained, for payment for all labor and materials provided, and for maintenance of improvements in good repair for the specified number of years from the time of acceptance of the improvements by the Jurisdiction.

1.03 DEFINITIONS AND TERMS (Continued)

PLANS. Plans are the official drawings, standard plans, profiles, typical cross-sections, and supplemental drawings or reproductions thereof, approved and furnished by the Jurisdiction, which show the location, character, dimensions, and details of the work. All such documents are to be considered as a part of the plans whether attached to the plans or separate.

PROFILE GRADE. The trace of a vertical plan intersecting the top surface of the proposed wearing surface, usually along the longitudinal center line of the roadbed. Profile grade means either elevation or gradient or such trace, according to the context.

PROJECT AREA. The area of the specified project limits shown on the plans, and any additional area which is necessary for the Contractor to place traffic control devices required by the contract documents or necessary to protect the work.

PROPOSAL. The proposal is a properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Proposal is the same as Bid.

PROPOSAL FORM. A form provided by the Jurisdiction, to the bidder, containing a listing of the bid items and quantities, and locations to enter unit prices and the bid amount.

PROWAG. The July 26, 2011 "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" was written by the US Access Board and is also known as the Public Right-of-Way Accessibility Guidelines or PROWAG.

RESIDENT BIDDER. A person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

RESPONSIVE, RESPONSIBLE BID. A bid submitted in accordance with the Notice to Bidders by a bidder that acknowledged all addenda, that responded to all proposal requirements, and that agreed to do everything required by the plans and specifications and other bid documents without any conditions, qualifications, or exclusions.

A bid submitted by a bidder that is capable of performing the work, possess the necessary financial and technical capability to perform the work, as well as the ability to complete the work in a timely and acceptable manner as demonstrated by past performance or other appropriate considerations, including but not limited to the ability to obtain and maintain insurance and bonding requirements.

RESPONSIVE, RESPONSIBLE BIDDER. A bidder that has submitted a bid that has been determined by the governmental entity to be both responsive and responsible.

RIGHT-OF-WAY. The land area of which the right to possession is secured or reserved by the Jurisdiction for the project, including permanent roadway easements.

ROAD. See Street.

ROADBED. The area of the roadway between the tops of foreslopes.

ROADWAY. The portion of the right-of-way designated or ordinarily used for vehicular travel.

SHOP DRAWINGS. Information and details for materials, products, or equipment to be supplied for the project, which are typically delivered to the project in an assembled or ready-to-use condition.

1.03 DEFINITIONS AND TERMS (Continued)

SHOULDER. That portion of the roadbed contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

SIDEWALK. That portion of the street primarily constructed for the use of pedestrians.

SLOPE. The inclination of a line or surface expressed as a ratio of horizontal distance to vertical distance.

SPECIAL PROVISIONS. Additions and revisions to the SUDAS Standard, General, and Supplemental Specifications covering conditions peculiar to an individual project. They only apply to a project when specified in the contract documents.

SPECIALTY ITEMS. Portions of work designated in the contract documents requiring equipment, skills, or crafts not ordinarily associated with the expertise of the Contractor or the major types of work covered by the contract; typically including, but not limited to, earthwork for building construction, electrical, mechanical, masonry, roofing, drywalling, floor covering, glass and glazing, painting, conveying systems, etc.

SPECIFICATIONS. The general term comprising all the written directions, provisions, and requirements including the SUDAS Standard Specifications and those added or adopted as Supplemental Specifications or Special Provisions all of which are necessary for the proper performance of the contract.

SPEED LIMIT. Refers to the legally established speed limit before construction and not the advisory speed during construction.

STANDARD ROAD PLAN. The Iowa Department of Transportation's manual of detailed drawings showing standardized design features, construction methods, and approved materials.

STATE. The State of Iowa acting through its authorized representatives.

STATION. One hundred linear feet.

STREET. A general term denoting public way for vehicular travel, including the entire area within the right-of-way.

SUBBASE. The layer or layers of specified or selected material of designed thickness upon which a base course or pavement is constructed.

SUBCONTRACTOR. The subcontractor is any individual, firm, partnership, joint venture, corporation, or association to whom the Contractor, with the written consent of the Jurisdiction, sublets a part of the work.

SUBGRADE. The top surfaced of a roadbed upon which the pavement structure and shoulders are constructed.

SUDAS STANDARD SPECIFICATIONS. The requirements contained herein applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract. Previously referred to as the Iowa Statewide Urban Standard Specifications for Public Improvements.

SUPERINTENDENT. The Contractor's authorized representative in responsible charge of the work.

SUPPLEMENTAL CONTRACT (AGREEMENT). Written agreement between the Contractor and Contracting Authority modifying the original contract pursuant to the Iowa Code.

1.03 DEFINITIONS AND TERMS (Continued)

SUPPLEMENTAL SPECIFICATIONS. Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications. They only apply to a project when specified in the contract documents.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

TARGET VALUE. When a target or target value is specified, a continuous and determined effort is expected to reach and maintain that value, as a goal.

UNAUTHORIZED WORK. Unauthorized work is work done contrary to, in addition to, or regardless of, the contract documents, or the instruction of the Engineer; work done without lines, grade, and/or cross-section stakes and grades shown on the plans or as given by the Engineer; or work done in deviation from the contract documents without written authority.

UTILITY. Includes all privately, publicly, municipally, or co-operatively owned structures and systems for supplying water, sewer, electric lights, street lights and traffic lights, gas, power, telegraph, telephone, communications, transit, pipelines, and the like.

UTILITY AGENCY. Means and includes (1) all franchised utilities having utility system facilities within the Jurisdiction, including but not limited to gas, electric, telephone, cable television, and communications; (2) communications systems licensed by the Jurisdiction; and (3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

WORK. The work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for construction of the improvement, successful completion of the contract, and the carrying out of all duties and obligations imposed by the Contract, including the submission of all necessary paperwork relating to payrolls, sales tax, warranties, owner's manuals, maintenance manuals, and the like.

WORKING DAY. Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.

END OF SECTION

PROPOSAL REQUIREMENTS AND CONDITIONS**1.01 QUALIFICATION OF THE BIDDERS**

- A. The Jurisdiction reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.
- B. Upon request of the Engineer, the apparent lowest responsive bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's ability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated ability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

1.02 CONTENTS OF THE PROPOSAL FORMS

- A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.
- B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The Bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

1.03 QUANTITIES AND UNIT PRICES

- A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.
- B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in [Section 1040, 1.06 - Increase or Decrease of Work](#), and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.
- C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.
- D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

1.04 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK

- A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal, except as provided in [Section 1040, 1.09 - Changed Site Conditions](#).
- B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.
- C. The bidder on this work acknowledges the facts set out in the proceeding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.
- D. By the submission of a bid on this work, the bidder acknowledges and agrees investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.
- E. The Jurisdiction does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal, except as provided in [Section 1040, 1.09 - Changed Site Conditions](#).

1.05 INTERPRETATION OF THE CONTRACT DOCUMENTS

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer. Any interpretation of the contract documents will be made only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contract documents from the Jurisdiction.

1.06 ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the Jurisdiction to the bidder's business address with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

1.07 PREFERENCE FOR LABOR AND MATERIALS

- A. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Code Chapter 73.
- B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

1.08 TAXES

A. Sales Tax Exemption Certificate: The Jurisdiction, as a designated exempt entity awarding construction contracts, will issue Sales Tax Exemption Certificates to contractors and subcontractors allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections 423.2 and 423.45 and Iowa Administrative Code rule 701-219(423). This Sales Tax Exemption Certificate may also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

- 1. Upon award of contract, the Jurisdiction will register the contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute Sales Tax Exemption Certificates and authorization letters to the Contractor and each subcontractor duly approved by the Jurisdiction according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#). These documents allow the Contractor and subcontractors to purchase materials for the contract free from sales tax. The Contractor and subcontractors may make copies of the Sales Tax Exemption Certificate and provide a copy to each supplier providing construction material. These Sales Tax Exemption Certificates and authorization letters are applicable only for the work under the contract.
- 2. At the time the Contractor requests permission to sublet according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#), the Contractor shall provide a listing to the Jurisdiction identifying all subcontractors. For each subcontractor, include the Federal Employee Identification Number (FEIN), contact information, the name of a representative for the organization, a description of the work to be sublet, and the associated cost.
- 3. The Contractor and each subcontractor shall comply with said Iowa Code sales tax requirements, shall keep records identifying the materials and supplies purchased and verify they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

B. Alternate Sales and Use Tax: If the Jurisdiction, at its option, decides to utilize the sales and use tax option, it will so state by special provision and publication in the Notice of Hearing and Letting.

- 1. The bidders shall include in their proposals all amounts payable by the Contractor for taxes imposed by any taxing authority on the sale, purchase, or use of materials and equipment covered by the contract documents. All taxes of the foregoing description shall be paid by the Contractor.

1.08 TAXES (Continued)

2. After delivery of materials and equipment, the Contractor shall submit to the Jurisdiction a statement (on a current Iowa Department of Revenue form) of all taxes of the foregoing description paid on materials and equipment incorporated in the complete construction. If a Sales Tax Exemption Certificate is issued by the Jurisdiction according to [Section 1020, 1.08, A](#), no statement is required.
- C. Income Tax:** The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual, or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with the State of Iowa Department of Revenue in the amount required by law and shall file a certificate issued by the Department, as provided in Iowa Code Section 422.17, releasing the Jurisdiction from withholding any and all sums required by the provision of Iowa Code Section 422.17.

1.09 PREPARATION OF THE PROPOSAL

- A. Proposal:** Proposals shall be legibly written in ink or typed on the forms provided by the Jurisdiction and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the non-resident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the non-resident bidder's state or country of domicile at the time of a bid submittal.
- B. Unit Price Attachment:** The Engineer, at its option, may allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices. If the Jurisdiction decides to allow this unit price attachment option, it will so state by special provision.
1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.
 2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.
 3. The total amount bid shall be entered below the last bid item on the unit price attachment.
 4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).
 5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.

1.09 PREPARATION OF THE PROPOSAL (Continued)

6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.
 7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.
 8. When evaluating and tabulating the bids, the Jurisdiction shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.
- C. The bidder, as a business organization, shall comply with the requirements of [Section 1070, 1.11 - Business Organization Requirements](#).
- D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

1.10 BIDDERS CERTIFICATION

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the Jurisdiction.

1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS

- A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:
1. If submitted on a form other than that furnished by the Jurisdiction, or if the form is altered or any part thereof is detached or missing;
 2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;
 3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or
 4. If the bidder submits more than one proposal for the same work under the same or different names.
- B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:
1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;
 2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;

1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS (Continued)

3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Jurisdiction;
 4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The Jurisdiction may require the bidder to identify any corrections or alteration so initialed;
 5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.
- C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the Jurisdiction will make corrections thereto by an addendum.
- D. Proposals will be evaluated by the Jurisdiction pursuant to the provisions of [Section 1030, 1.01 - Acceptance or Rejection of Proposals](#).

1.12 SUBMISSION OF THE PROPOSAL, IDENTITY OF BIDDER, AND BID SECURITY

- A. The proposal shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

1.13 WITHDRAWAL OR REVISION OF THE PROPOSAL PRIOR TO OPENING OF PROPOSALS

- A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the Jurisdiction, provided such request is made in writing to the Jurisdiction prior to the time set for receiving proposals.
- B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the Jurisdiction prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.
- C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.

1.14 OPENING OF PROPOSALS

At the time and place set forth in the notice to bidders, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSALS

- A. A bidder shall not withdraw its proposal for period of 60 calendar days after the date designated for opening of proposals, or such other period of time specified in the Notice. However, in those projects involving special assessments, and confirmation by the District Court, no bidder shall withdraw its proposal for a period of 30 calendar days after the confirmation of the assessments by the Court.
- B. In the event a bidder desires to withdraw its proposal, it shall make request therefore in writing to the Engineer stating the reasons for such withdrawal.

END OF SECTION

APPROVAL FOR AWARD AND AWARD OF CONTRACT**1.01 ACCEPTANCE OR REJECTION OF PROPOSALS**

- A. The Jurisdiction reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in special provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in [Section 1020, 1.11 - Irregular and Nonresponsive Proposals](#); and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.
- B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.
- C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.
- D. Proposals may be rejected if the apparent lowest responsive bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract, or has an unsatisfactory record of performance and cooperation on any such previous contract, or has failed to maintain satisfactory progress on work already under contract.
- E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.
- F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a non-resident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. In the instance of a resident labor force preference, a non-resident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the non-resident bidder is a resident. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the proposal on the Bidder Status Form.
- G. Promptly after the proposals are opened and evaluated, the Jurisdiction shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

1.02 RELEASE OF BID SECURITY

- A. After the proposals are opened, verified, and duly considered, the Jurisdiction will promptly release the bid security of all except the lowest two bidders after the Jurisdiction's designation of the lowest responsive, responsible bidder. The bid security of the lowest two bidders will be promptly released after the Jurisdiction's approval of the contract executed by the lowest bidder. If all bids are rejected, all bid security will be promptly released.
- B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

1.03 AWARD OF CONTRACT

- A. **Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall present the signed and executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of [Section 1070, Part 3 - Bonds and Insurance](#) as required by the Jurisdiction. The Jurisdiction will thereupon receive and file such documents and award the contract.
- B. **Deferred Award:** The Jurisdiction reserves the right to defer award of any contract for a period not to exceed 60 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.
- C. **Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the Jurisdiction, the amount of the bidder's bid security may at the Jurisdiction's option be forfeited and shall become the property of the Jurisdiction, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the Jurisdiction, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the Jurisdiction in any legal manner.
- D. **Disclosure of Subcontractors:**
 - 1. The lowest responsive, responsible bidder shall be required to file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project according to [Section 1080, 1.01 - Subletting or Assignment of Contract](#).
 - 2. If after award of the contract a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work.

If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

END OF SECTION

SCOPE OF WORK

1.01 INTENT OF THE CONTRACT DOCUMENTS

- A. These SUDAS Standard Specifications have been prepared to provide construction utilizing the best general practices and construction methods, utilizing first quality materials and work. The Contractor shall be responsible for providing or undertaking all work, labor, materials, equipment, tools, transportation, supplies, and activities included in these specifications, unless the responsibility for undertaking or providing same is specifically assigned to an identified party other than the Contractor.
- B. The intent of the contract documents is to provide for the construction and completion in every detail of the work described or as may be amended. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the contract documents. The apparent silence or omission of the contract documents as to any detail shall be regarded as meaning only the best general practice is to prevail and only first quality materials and work are to be used.
- C. To prepare the plans, specifications, and contract documents, the Engineer may have performed exploratory work to gain information relative to surface and subsurface conditions. This information, when shown in the contract documents, represents a summary of conditions as of the date the survey was made; it is only an approximate estimation of the site conditions made for the Jurisdiction to identify construction conditions and quantities and classes of work. The appearance of this information in the contract documents will not constitute a guarantee conditions other than those indicated will not be encountered at the time of construction. The Contractor's bid shall be prepared based upon its examination of the site and its exploratory work.
- D. Before making whatever additional investigations it feels are advisable, a bidder should contact the Engineer to determine available project area. If the Jurisdiction has not obtained right-of-entry for such investigation, the bidder shall be responsible to secure right-of-entry to any parcels where the Jurisdiction has not previously obtained right-of-entry before doing any investigation work. The bidder shall also be responsible for any traffic control necessary for any investigation work. The bidder shall further be responsible to obtain prior utility locates necessary to conduct such investigations.

1.02 CORRELATION OF THE CONTRACT DOCUMENTS

The plans and specifications are intended to supplement each other so any work shown on the plans and not mentioned in the specifications, or vice versa, shall be as binding and shall be completed the same as if that work was mentioned or shown on both and to the true intent and meaning of said plans and specifications.

1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS

- A. In case of any discrepancy between the various items included in the contract documents, the items shall prevail, or govern, in the following descending order:
 - 1. Change Orders
 - 2. Addenda
 - 3. Proposal and Contract
 - 4. Special Provisions
 - 5. Plans, including plan notes

1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS (Continued)

6. Supplemental Specifications (Jurisdictional document)
7. General Supplemental Specifications (SUDAS)
8. SUDAS Standard Specifications

In case of a discrepancy within any contract document, the following shall prevail, or govern, in descending order: written text, numerals, drawings.

- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications or of any discrepancy between the plans or specifications.

1.04 CONFORMITY WITH THE CONTRACT DOCUMENTS

- A. **Reasonably Close Conformity:** All work performed and all materials furnished shall comply with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents. Where tolerances are not specified, work shall comply with reasonable and customary manufacturing and industry standards. The Engineer may, in the Engineer's sole discretion, accept variations beyond such requirements or tolerances where they will not materially affect the value or utility of the work and interests of the Jurisdiction.
- B. **Defective Work:** Work not in reasonably close conformity with the contract documents, or requirements thereof that, in the sole discretion of the Engineer, has resulted in inferior or unsatisfactory work. Defective work shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- C. **Deficient Work:** Work not in reasonably close conformity with the contract requirements but that, in the sole discretion of the Engineer, may be accepted and allowed to remain in place with a price adjustment and/or extended warranty period. In the event the Engineer agrees to accept deficient work with a price adjustment/extended warranty, the Engineer will document the basis of acceptance by contract modification making appropriate adjustments in the contract price for such work or materials.

1.05 PLANS

The final plans on file in the Jurisdiction show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.

Electronic support files, if available, will be provided prior to letting and are for information only. Should there be a discrepancy between an electronic support file and a contract document, the contract documents shall govern. No guarantee is made that the data systems used by the Engineer will be directly compatible with the systems the Contractor uses.

Electronic information shall not be considered a representation of actual conditions to be encountered during construction. Providing the Contractor this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered, including, but not limited to, site visits and basing the bid on information obtained from these investigations and professional interpretations and judgment. The Contractor assumes the risk of error if the information is used for any purposes for which the information was not intended. Assumptions the Contractor makes from this electronic information or manipulation of the electronic information is at their risk.

If changes are made during construction, regardless if the change is initiated by the Contracting Authority or Contractor, it shall be the Contractor's sole responsibility to update electronic files that they will use.

1.06 INCREASE OR DECREASE OF WORK

- A. The Jurisdiction reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the contract documents or to invalidate any of the provisions thereof.
- B. Unless such alterations, increases, or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. Quantity changes amounting to 20% or less of the total bid for an item shall not affect the unit price of that item. If, however, the character of the work or the unit costs thereof are materially changed, due to unforeseen events, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work.
- C. Whenever materials have been delivered to the Contractor or to the work site and the bid item related to those materials is deleted, the Jurisdiction will determine one of the following:
 - 1. Pay invoiced cost for the materials, not to exceed 80% of the authorized amount for the bid item, plus 10% of the invoiced material cost as an overhead charge in addition to documented transportation costs to have the Contractor deliver the materials to the site designated by the Engineer
 - OR
 - 2. Pay the invoiced restocking fee (not to exceed 15% of the actual material cost), plus 10% of the restocking fee as an overhead charge, in addition to documented transportation costs incurred by the Contractor to return the materials.

1.07 CHANGE ORDERS

- A. **Oral Orders:** The Engineer shall have authority to give oral orders for minor or incidental changes in the work not involving extra cost and not inconsistent with the proposed purpose of the work.
- B. **Written Orders:** The Engineer may in his/her discretion, and subject to formal approval by the Jurisdiction, if required, issue written change orders changing the scope of the work and/or adjusting the amount to be paid to the Contractor for performing such work; however, the Engineer may, in case of emergency of endangering life or property, orally authorize such a change order without formal approval by the Jurisdiction. Each written change order for extra work shall be explicit in its instruction and shall be duly executed by the Jurisdiction. One copy of said change order shall be filed with the Contractor. Each change order shall stipulate the amount and method of payment.

1.08 SITE CONDITIONS

- A. The Contractor is required by [Section 1020, 1.04 - Examination of the Contract Documents and Site of Work](#) to make reasonable investigation and examination to determine latent and subsurface conditions at the site of the work prior to preparing its proposal. The Jurisdiction makes no guarantee of any conditions, latent or subsurface, at the site of the work. The Jurisdiction shall not be obligated to make any payments to the Contractor by reason of any latent or subsurface conditions.
- B. Failure of the Contractor in determining adverse site conditions prior to filing its proposal, or in any phase of its performance of the work, shall be grounds for refusal by the Jurisdiction to agree to pay for additional work by the contractor necessitated by such site conditions.

1.09 CHANGED SITE CONDITIONS**A. Latent or Subsurface Conditions:**

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.
2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

B. Compensation:

1. If the Engineer determines the condition could not reasonably have been discovered, the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon.
2. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted according to [Section 1040, 1.11 - Delays Caused by the Jurisdiction](#) and [Section 1080, 1.09 - Extension of Time](#).

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION**A. Basis of Claim for Extra Compensation:**

1. In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the work under the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which the claim is based. The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to extra compensation.
2. The Jurisdiction shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility agency, firm, corporation, or individual authorized to do work on the project, only when such damages result from negligence on the part of the Jurisdiction, its Engineer, or any of its officers or employees.
3. In any case where the Contractor deems that extra compensation is due from the contracting authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

4. In either case, if such notification is not given, or if after such notification is given, the Engineer is not allowed facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.
 5. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an evaluation by the Jurisdiction. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other person having knowledge of the facts.
- B. Presentation and Consideration of Claim:** If the claimant wishes an opportunity to present its claim in person, the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present its claim in person, the Jurisdiction, within 30 calendar days of the filing of the claim, shall fix a time and place for a meeting between the claimant and the Jurisdiction or its designated representatives or representative. The Jurisdiction shall, within a reasonable time after the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons therefore. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
- C. Request for Arbitration:** In the event a Contractor's claim as outlined in the above procedure has been disallowed, in whole or in part, the Contractor may, within 30 calendar days from the date the ruling of the Jurisdiction is mailed, make a written request to the Jurisdiction that its claim or claims be submitted to a board of arbitration. The Jurisdiction shall decide if the matter is subject to arbitration and shall, within 30 calendar days of the receipt of the request for arbitration, grant or deny the request for arbitration. The Jurisdiction's decision shall be final.
- D. Board of Arbitration:**
1. The board of arbitration shall consist of three persons - one to be appointed by the Jurisdiction, one to be appointed by the Contractor, and the third to be appointed by the two arbitrators thus chosen.
 2. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time the claim arose, or at the time of arbitration.
- E. Arbitration Proceedings:** The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Jurisdiction and the Contractor. If the desired records are not produced within 10 calendar days after they are requested, the board of arbitration shall proceed without them as best it may. Notification of arbitration proceedings shall be made by the arbitration board to both the Jurisdiction and the Contractor, and each shall have the opportunity to attend all sessions of the arbitration board. In determining the findings or award or both, a majority vote of the board shall govern. Copies of the findings or award or both, signed by the arbitrators, shall be filed with the Jurisdiction and the Contractor. A unanimous report or majority report may be used. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne by the parties.

1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

F. Jurisdiction of Board of Arbitration: The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The board's jurisdiction shall not extend to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board shall not extend to setting aside or modifying the terms or requirements of the contract.

G. Determination of Board of Arbitration Final: The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiation between the parties. In the event a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available to it. The Contractor shall not initiate any suit against the Jurisdiction for the adjudication of any claim until said claim has been first presented to the Jurisdiction, pursuant to this article, and either submitted to arbitration or a request for arbitration is denied.

1.11 DELAYS CAUSED BY THE JURISDICTION

If the Jurisdiction or its agents should cause a delay in any part of the work or in the final completion of the job, this fact shall not make void the provisions of the contract as to liquidated damages; but the Contractor will promptly be given such extension of time for the final completion of the job as the Jurisdiction may deem proper to compensate the Contractor for such delay.

1.12 ORAL AGREEMENTS, CONVERSATIONS, AND INFORMAL COMMUNICATIONS

No oral agreement or conversation made or had with any officer, agent, or employee of the Jurisdiction, and no informal written communication from any officer, agent, or employee of the Jurisdiction, occurring either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents. Such oral contact and such informal writings shall be considered as unofficial information and in no way binding upon the Jurisdiction.

1.13 ERRORS OR OMISSIONS

The Contractor shall examine the plans before beginning construction work. If errors or omissions are discovered in the plans, the Contractor shall call them to the attention of the Engineer before proceeding with the work. In no case shall the Contractor make the corrections therefore without written permission from the Jurisdiction. In case revised plans of a supplementary or explanatory nature are necessary or desirable for clarification, or to correct any errors or omissions, they will be furnished by the Jurisdiction from time to time as the work progresses.

END OF SECTION

CONTROL OF WORK**1.01 AUTHORITY OF THE ENGINEER**

- A. The work included in the contract is to be done to the complete satisfaction of the Engineer, and the decision of the Engineer as to the true construction and meaning of the contract documents, plans, specifications, estimates, and as to all questions arising as to proper performance of the work, shall be final, except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- B. The Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of the contract documents, and the Engineer's determination thereof shall be final except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- C. The Engineer shall decide any and all questions that may arise regarding the quality or acceptability of materials furnished and work performed, the rate of progress of the work, including cleanup and restoration, acceptable fulfillment and performance of the contract on the part of the Contractor, and compensation. The decision of the Engineer in such matters shall be final except as provided in [Section 1040, 1.10 - Disputed Claims for Extra Compensation](#).
- D. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to ensure the quality of work conforms to these specifications and other provisions of the contract documents and the contract will be completed as scheduled.

1.02 AUTHORITY AND DUTIES OF THE ENGINEER'S AUTHORIZED REPRESENTATIVE

- A. The Engineer may appoint a representative to monitor any or all materials used and work done. Such observation may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The Engineer's authorized representative will not be authorized to revoke, alter, enlarge, or relax the provisions of these specifications. When placed on the work, the Engineer's authorized representative will keep the Engineer informed as to the progress and quality of the work and the manner in which it is being done.
- B. Results of tests and examinations may be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for compliance with the contract documents. The Engineer's authorized representative will call to the attention of the Contractor any lack of compliance with the contract documents. However, failure of the Engineer's authorized representative or the Engineer to call the attention of the Contractor to faulty work or to lack of compliance with the contract documents shall not constitute acceptance of such work.
- C. The Engineer's authorized representative will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the contract documents. The Engineer's authorized representative will act under the authority of the Engineer to reject defective work or material, and to suspend any work that is not being properly performed, subject to the final decision of the Engineer.
- D. The Engineer's authorized representative will not act as supervisor or perform other duties for the Contractor, nor improperly interfere with management of the work. The Engineer's authorized representative will exercise such additional authority as may, from time to time, be delegated by the Engineer.

1.03 COOPERATION BY THE CONTRACTOR

- A. A set of approved plans, specifications, contract documents, and any special provisions and authorized alterations will be supplied to the Contractor, and the Contractor shall have them available on the job site at all times.
- B. A competent, authorized representative of the Contractor shall be present on the site of the work continually during its progress. This representative must be capable of reading and thoroughly understanding the contract documents and experienced in the type of work being performed. This representative shall supervise, direct, and control the Contractor's operations, personnel, and work, and oversee the Subcontractor's operations.
- C. The Contractor shall give the Engineer written notification of the name of the Superintendent. The Contractor or its Superintendent shall receive from the Engineer all explanations and directions necessary for the satisfactory prosecution and completion of the work.
- D. The Contractor shall not cause any unnecessary delay or hindrance to other contractors on the work and shall be required to cooperate with other contractors to the fullest extent.

1.04 COOPERATION WITH OTHER CONTRACTORS

- A. The Jurisdiction reserves the right to award other contracts in connection with this work and the total improvement. The Contractor is required to become fully informed of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other contractor or agency. The Contractor shall give other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly integrate, incorporate, and/or coordinate its work with theirs.
- B. If any part of the Contractor's work depends for proper execution or results on the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work by another contractor that renders it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the integration or incorporation of its work, except as to defects that may develop in the other contractor's work after the execution of the Contractor's work.
- C. Wherever work being done by the Jurisdiction's forces or by other contractors is contiguous to work covered by the contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.
- D. Unless otherwise specified in the contract documents, the Contractor shall give notice, as hereafter provided, to all utilities, public and private agencies, abutting property owners, and all others affected by its operations as to time for starting and for completion of its work, names of streets or locations of alleys closed, schedule of operations, and routes of detours where possible. Notification shall be made sufficiently ahead of time to provide proper re-routing of traffic and erecting of signs before the work is to begin.
- E. The Contractor shall properly coordinate and expedite its work in such a manner as to cause the least amount of conflict and interference between its operation and those of all others affected by its operations. Any or all damages or claims resulting from the improper or insufficient notification of all others affected by its operations shall be the responsibility of the Contractor.

1.05 SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS**A. Submission of Drawings:**

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.
2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.
2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

1.06 CONFLICT AVOIDANCE

- A. Expose possible conflicts, such as utility lines and drainage structures. Verify elevations of each and verify clearances for proposed construction.
- B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on the plans.
- C. See [Section 1040, 1.09 - Changed Site Conditions](#) if unknown or changed conditions are encountered.

1.07 EXAMINATION OF MATERIALS AND WORK

- A. The Contractor shall furnish the Engineer and its agents every reasonable opportunity to ascertain whether the work and materials are in reasonably close conformity with the contract documents. At any time before final acceptance of the work, at the request of the Engineer, the Contractor shall remove or uncover portions of the work for examination. After examination, the Contractor shall restore such portions of the work to the standards required by the contract documents.

1.07 EXAMINATION OF MATERIALS AND WORK (Continued)

- B. Should the work thus exposed and examined prove acceptable, the uncovering, removing, and replacing of such work shall be paid for as specified in [Section 1090, 1.04 - Payment for Change Orders](#). Should the work thus exposed and examined prove unacceptable, the uncovering, removing, and replacing of such work shall be at the Contractor's expense.

1.08 REMOVAL OF DEFECTIVE WORK AND MATERIALS

- A. Defective work or materials may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work shall be immediately corrected to the satisfaction of the Engineer. Failure or neglect on the part of the Engineer to condemn unsatisfactory material or reject inferior workmanship shall not release the Contractor, nor shall it be construed as an acceptance of such work, nor shall the final acceptance of such work bar the Jurisdiction from recovering damages on account thereof.
- B. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced according to the contract documents.
- C. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Jurisdiction to declare the contract in default. No compensation will be paid to Contractor for defective work or materials, or for the satisfactory removal, correction, or disposal thereof.

1.09 UNAUTHORIZED WORK

- A. Unauthorized work is work done contrary to the work shown in the contract documents. The Jurisdiction will not pay for unauthorized work.
- B. Unauthorized work may be ordered to be removed and replaced immediately at the Contractor's expense.

1.10 LINE AND GRADE STAKES

- A. Minimum standards for construction survey provided by the Jurisdiction will meet the requirements of [Section 11,010](#). The Engineer will set the necessary stakes promptly upon notification by the Contractor that stakes are needed.
- B. The work shall be performed in strict conformity with the contract documents and to the lines and grades as fixed by the Engineer, and shall be according to such instructions as may be given by the Engineer. When such stakes or lines are given by the Engineer, the Jurisdiction will be responsible for the correctness thereof, and the Contractor will be responsible for their proper use, interpretation, and preservation.
- C. The Contractor shall protect and preserve in their original position all stakes, points, or marks set for the work by the Engineer. Where the Engineer shall consider such stakes, points, or marks to have been unnecessarily altered or destroyed, the Engineer may cause the expense of correcting or replacing them to be charged to the Contractor and the amount of such costs deducted from any monies due or which may become due to the Contractor under the contract.

1.11 PROVIDING JOB SITE UTILITIES

- A. The Contractor shall make all necessary arrangements for the provision to the job site of all required utilities for the project. The Contractor shall arrange its work so it will not be delayed because such regulations or requirements relating to the use of utilities. All costs for the provision of utilities to the job site shall be borne by the Contractor.
- B. Fire hydrants shall not be used by the Contractor or its subcontractors unless authorization for such use has been obtained from the appropriate water utility agency.

1.12 SALVAGE

- A. When the contract documents specify salvage of materials for the Jurisdiction as part of the work, the material to be salvaged shall be carefully salvaged and delivered to the designated location in the best condition and ready for storage. When the contract documents provide for salvage of such materials by the Contractor, the Contractor shall salvage such materials and promptly remove them from the site.
- B. The Contractor shall not allow inspection or sale of salvage materials to third parties at the site without written approval of the Jurisdiction.

1.13 PROTECTION OF WATER QUALITY AND WETLANDS

- A. The Contractor shall comply with the requirements of the Clean Water Act (33 U.S.C. 1344 and 33 CFR 323) and Executive Order 11990. When it becomes necessary for the Contractor to work in waters of the United States, the Contractor shall be aware that a Section 404 permit may be required.
- B. When required, the Contracting Authority will obtain a Section 404 permit for essential work on the right-of-way prior to the award of the contract. The Contractor shall adhere to the requirements of the permit. Activities occurring in or across waters of the United States not specifically reviewed and approved in the permit are not authorized. If the Contractor desires to use construction methods that are not specifically approved by the permit, the Contractor shall be responsible for obtaining approval in the form of a new Section 404 permit from the U.S. Army Corps of Engineers and possibly Iowa DNR. The Contractor shall not use construction methods that require additional mitigation by the Contracting Authority. The Contractor will not be granted additional compensation or contract time due to their request for a new permit. If, however, due to no fault of the Contractor, a Section 404 permit modification involving activities within the right-of-way is deemed necessary by the Engineer, additional contract time and/or compensation may be considered.

1.14 FINAL INSPECTION AND ACCEPTANCE

- A. As soon as practicable after the completion of the work, it will be inspected thoroughly by the Engineer. The Contractor will be notified when the inspection is to be made so it or its representative may be present.
- B. If the inspection reveals any defects in the work as contemplated by the specifications, such defects shall be repaired or unsatisfactory work shall be replaced, as the Engineer may direct, before final acceptance. The cost of all such repairs and replacement shall be borne by the Contractor, and no extension of the contract time shall be granted because of the time required to remedy such defects.
- C. When the work is found to be satisfactory, it will be accepted as provided in [Section 1090.1.08 - Acceptance and Final Payment](#). Such final acceptance will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

1.15 ADDITIONAL CONTRACTOR RESPONSIBILITIES

If a form of automated machine guidance (AMG) is used for grading or paving operations, the following is required:

- A. At least one week prior to the preconstruction meeting, submit to the Engineer for review a written AMG work plan which indicates the following:
 - Equipment type
 - Control software manufacturer and version
 - Proposed location of GPS base station for broadcasting differential correction data to rover units
 - Proposed locations where AMG will be utilized
- B. Provide Engineer with up to 8 hours of formal training on Contractor's AMG systems.
- C. For grading contracts, provide a rover for use by the Engineer.
- D. Check and recalibrate, if necessary, the AMG system at the beginning of each work day.
- E. Contractor will bear all costs associated with use of the AMG system, including but not limited to reconstruction of work that may be incurred due to errors in application of the AMG system. Correction of grade elevation errors and any associated quantity adjustments resulting from the Contractor's activities are to be done at no cost to the Contracting Authority.

END OF SECTION

CONTROL OF MATERIALS**1.01 MATERIALS SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

- A. Materials used in the work shall meet all quality requirements of the contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the Engineer in writing of the proposed sources of those materials requested by the Engineer promptly after being awarded the contract. Any material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests and evaluations the producer believes necessary to control the product adequately. All materials for use in the project are subject to inspection and tests at any time prior to being incorporated into the work.
- B. For the convenience of the Contractor, and when convenient to the Engineer, materials may be inspected at the site of production. Materials tested and found in compliance at the site of production may be later inspected for reasonably close conformity and normally will not be rejected except for obvious mistakes, contamination, quality change, or mishandling. To avoid later rejection, materials that usually show an extreme change in character or quality prior to or during the process of incorporation into the work should be produced to more rigid limits than those required by the specifications.
- C. At the option of the Engineer, approval of the source, or approval of materials at the source prior to delivery, may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that use of unfit materials can not be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery, and at any time during the process of preparation and use, materials shall be subject to the approval of the Engineer.
- D. Materials not previously inspected will be inspected at the project site. Acceptance at that time will be based on sampling and testing, producer's certifications, visual inspection, or any combination of these at the discretion of the Engineer.
- E. Use of materials on the basis of the producer's certification, quality control tests, and evaluations may be permitted or required. The Engineer may require specific data obtained by qualified persons and procedures be provided with the material, when delivered. Certified gradation testing by a certified aggregate technician will be required for all aggregates to be furnished by the Contractor, and shall be done according to the current [Iowa DOT Materials I.M. 209](#).

1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS AND OTHER SUBSTITUTIONS

- A. **General:** In order to establish a basis of quality for the work, performance, or economy of operation, certain processes, types of machinery and equipment, or kind of material may be referenced in the contract documents by designating a manufacturer by name and referring to its brand or model numbers. Such reference is not intended to foreclose other processes, equipment or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards. There may be instances where the Engineer will not consider alternate processes, equipment, or materials.
- B. **Consideration:**
 - 1. The Jurisdiction may consider alternate processes, equipment, or materials for those specified in the contract documents; however, it is only an indication that the Jurisdiction will not foreclose consideration of the bidder's/contractor's request, and is not an approval. Following are the steps for consideration of alternate processes, equipment, or materials:

**1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS AND OTHER SUBSTITUTIONS
(Continued)**

- a. If a bidder/contractor desires to use alternate processes, equipment, or materials, the bidder/contractor shall contact the Engineer to confirm the Jurisdiction would consider alternate processes, equipment, or materials for those as specified in the contract documents.
 - b. Support/requirements for submissions of alternatives:
 - 1) The Engineer will consider and evaluate other products, equipment, methods, and systems only when such items are accompanied by full and complete technical data, test data, code compliance, and other relevant information, including samples and finishes where appropriate.
 - 2) The bidder/contractor shall submit design information, material compatibility, performance, durability, laboratory tests, chemical analysis, color, manufacturer's specifications, and other relevant information as proof of quality and integrity when presenting proposed alternatives to the Engineer for consideration. The bidder/contractor must include the kind, quality, design, and performance of the proposed materials and equipment.
 - 3) If alternate methods are proposed, the contractor shall furnish complete engineering plans covering the proposed change.
 - 4) It is the sole responsibility of the proposer of any alternative product to have pre-qualified the product proposed for its intended use for compliance with all applicable codes within the Jurisdiction prior to submittal to the Engineer for consideration.
 - c. In making an alternative request, the contractor shall be responsible for all costs including reimbursing the Engineer for services furnished and any time required to review the proposed change.
 - d. If the bidder/contractor desires to use alternate processes, equipment, or materials for those as specified in the contract documents, the bidder/contractor shall secure the written approval of the Engineer before entering an order therefore.
 - e. Proposed alternative processes, equipment, or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards will be given written approval to be used on the project as an "Approved Equal" or "Equivalent" to the specified item.
 - f. If approval as an "Approved Equal" or "Equivalent" is given by the Engineer, such approval will be on the condition that the bidder/contractor shall be fully responsible for producing construction work in reasonably close conformity with contract requirements.
 - g. In order to ensure fair competitive bidding, it is critical that all bidders base their bids on providing the material, equipment or process (including those trade named) fully complying with the contract documents.
 - h. The contractor shall not be entitled to any additional compensation if the Engineer does not approve the contractor's request for alternate processes, equipment, or materials after the contract is awarded. The bidder/contractor is solely at risk until the Engineer issues written notification of "Approved Equal" or "Equivalent."
 - i. The Jurisdiction reserves the right to adjust the contract price when the cost of an "Approved Equal" or "Equivalent" is less than the cost of the specified item. The contractor shall estimate the net savings of the proposed alternate and if the Engineer approves the proposal, a change order may be processed to reduce the contract amount by up to 50% of the estimated net savings of the "Approved Equal" or "Equivalent."
2. If the contract documents state that the Jurisdiction will not consider alternate processes, equipment, or materials, the bidder/contractor shall not propose any alternates to those specified in the contract documents.

1.03 SAMPLES AND TESTING

- A. Each consignment of material shall be tested or inspected before being incorporated into the work and shall be approved by the Engineer in charge of the work before it is used. The Contractor shall allow such facilities for collecting and forwarding samples and subsequent testing as the Engineer may require.
- B. Samples shall be supplied to allow ample time for testing without delaying the work. No material for which samples are requested shall be used until the samples have been approved. If necessary, work will be delayed or suspended, at no cost to the Jurisdiction, to permit the completion of all specified tests and examinations. Tests made on the samples of materials utilized for improvements constructed under these specifications will be made by the Jurisdiction at no cost to the Contractor.
- C. All tests shall be made by the Jurisdiction testing laboratory, or at such independent testing laboratories as the Engineer shall approve. Except as otherwise specified, the testing of materials furnished for use under these specifications shall be done according to the methods described in the specific ASTM, AASHTO, AWWA, or other authorized specifications for each material. Results of all tests shall be submitted to the Engineer.

1.04 STORAGE OF MATERIALS

The Contractor shall be responsible for care and storage of materials delivered to the work site or purchased for use. Material delivered to the work site and damaged before actual incorporation in the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections, to minimize environmental damage, and not interfere with operations.

1.05 UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given by the Engineer.

1.06 MATERIALS SUPPLIED BY THE JURISDICTION

When any materials are to be furnished by the Jurisdiction, the designation of such materials and the time of availability will be included in the contract documents.

1.07 MATERIALS SUPPLIED BY THE CONTRACTOR

- A. Unless otherwise stated in the contract documents, all materials and equipment needed for, or to become a part of, the work shall be furnished by the Contractor. The Contractor shall assume full responsibility for ordering materials and equipment of the quality specified and of the quantity necessary, and shall be responsible for payment of the purchase and/or delivery cost of such materials and equipment.
- B. All materials and equipment that become the property of the Jurisdiction as a part of the project shall be unused and newly produced or manufactured with original materials (as opposed to recycled or used materials), shall be state of the art for that material or equipment, and shall be properly stored to protect the integrity of the material and equipment. The Engineer may waive this provision and accept used or recycled material or equipment prior to submission of the bid. Such waiver must be in the form of an addendum.

END OF SECTION

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**PART 1 - LEGAL RELATIONS****1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS**

- A. The Contractor shall at all times observe and comply with all applicable Federal, State, County, or City laws, ordinances, orders, and regulations.
- B. References in these specifications to particular chapters or sections of the Iowa Code shall be to those chapters or sections as they appear in the current version of the Iowa Code. In the event such chapters or sections of the Iowa Code are subsequently amended, the specifications shall be deemed to refer to those chapters or sections as amended.
- C. During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
 - 4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS
(Continued)**

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.02 GOVERNING LAW

The law of the State of Iowa shall govern this contract and all subcontracts for materials and services entered into by the Contractor.

1.03 PERMITS AND LICENSES

The Contractor shall procure all necessary permits for the construction of the work and for temporary excavations, obstructions, enclosures, and street openings arising from the construction and completion of the work described in the contract documents. The cost for all required Jurisdictional permits and licenses will be waived by the Jurisdiction. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways, or sidewalks, and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

1.04 PATENTS AND ROYALTIES

The Contractor shall defend, indemnify, and save the Jurisdiction harmless against all claims arising from alleged infringements of patents and royalties covering tools, machinery, processes, appliances, devices, or materials used in connection with the work. Unit prices provided in the proposal shall include payment of all necessary royalties or licenses.

1.05 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT

The Contractor shall complete any portion or portions of the work in such order and at such time as the Engineer may require. The Jurisdiction shall have the right to use any completed or partially completed portions of the work at any time, but such possession and use shall not be deemed an acceptance of the work so used or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine appropriate. When improvements are released to the Jurisdiction for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility for damages due to the elements or due to ordinary public use, but only the released and used portion of the improvements. Such release by the Contractor to the Jurisdiction for public use shall be directed in writing by the Engineer.

1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- A. Until the work is accepted by the Jurisdiction, it shall be in the custody of and under the charge, care, and control of the Contractor, who shall take every precaution against damage to the work by action of the elements or any other cause. The Contractor shall rebuild, repair, restore, and make good at its own expense, all damages to any portion of the work before acceptance thereof by the Jurisdiction. Issuance of any estimate or partial payment for work done will not be considered as final acceptance of any work completed.

1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK (Continued)

- B. If the Contractor completes a unit or portion of the work, the Jurisdiction may at its discretion accept such work and the Contractor may be relieved of further responsibility for such unit or portion of the work. Such partial acceptance shall not void or alter any of the terms of the contract, nor shall it constitute final acceptance of the work as provided in [Section 1090, 1.08 - Acceptance and Final Payment](#).

1.07 RESPONSIBILITY FOR DAMAGE CLAIMS

The parties agree that it is their intent that there be no third-party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

1.08 PERSONAL LIABILITY OF PUBLIC OFFICIALS

Neither the Engineer nor the Engineer's authorized representatives, agents, or assistants shall have any liability, either personally or as officials of the Jurisdiction, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them thereby. It being understood that in such matters they will act as the agents and representatives of the Jurisdiction.

1.09 WAIVER OF LEGAL RIGHTS

- A. The Jurisdiction shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or from showing that the work or materials do not in fact conform to the contract documents.
- B. The Jurisdiction shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its surety such damages as it may sustain, and all outlay and expense it incurs, by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Jurisdiction nor any of its representatives, nor any payment for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Jurisdiction, shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.
- C. The Contractor hereby waives any claims it may hereafter be entitled to assert against the Jurisdiction, its officers, agents, employees, or consultants, on its behalf or on behalf of its employees, agents, subcontractors, sub-subcontractors, and suppliers, for loss of or damage to personal property, tools, or equipment owned by it or its employees, agents, subcontractors, sub-subcontractors, and suppliers, which loss or damage is sustained on the Jurisdiction's project property, or which occurs during work on the project, and the Contractor agrees to assume liability or responsibility for such claims and to procure insurance to cover its exposure in that regard.

1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS

- A. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to test or inspect materials, equipment, or manufactured assemblies and to accept or reject those and other elements of the work.

1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS (Continued)

- B. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to require the Contractor's preparation of shop drawings for review and to accept or reject same. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such shop drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.
- C. Acceptance or approval by the Engineer as therein provided shall not operate to relieve the Contractor of its obligation (1) to perform the work as required by the contract documents in a workmanlike manner and according to the standards for construction applicable to the type of work covered by this contract generally observed by contractors in this locale and (2) to provide materials and equipment meeting the quality requirements as provided in the contract documents. The Jurisdiction assumes no responsibility for errors in shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
- D. No such acceptance by the Jurisdiction shall constitute a waiver by the Jurisdiction of its right to subsequently reject defective work, materials, or equipment. Further, no such acceptance by the Jurisdiction or the Engineer shall be deemed a waiver by the Jurisdiction of its right to recover from the Contractor all losses, damages, outlay, or expense it incurs, which is attributable to such defective work, materials or equipment, or manufactured assemblies, nor shall such acceptance or approval be deemed a waiver of the Jurisdiction's right to indemnity from the Contractor for damage or injury to third parties occasioned by such defective work, materials, or equipment.

1.11 BUSINESS ORGANIZATION REQUIREMENTS

The bidder, or contractor, as a business organization shall comply with the following:

- A. A corporation, limited liability company, limited partnership, or other type of business organization governed under Iowa statutes must be registered with the Iowa Secretary of State, must use the name under which it is registered with the Iowa Secretary of State, must be authorized to do business in Iowa, and must be registered as a contractor with the Iowa Department of Labor.
- B. A partnership, sole proprietorship, company operating under a trade name, or other type of business organization not governed under Iowa statutes should be registered in the Office of the County Recorder where it is located or where the work is to be performed, must use the name under which it is registered, and must be registered as a contractor with the Iowa Department of Labor. Prior to entering into contract, the designated low bidder, if it is not required to be registered with the Iowa Secretary of State, shall provide to the Jurisdiction the name and address of its registered agent or lawful representative upon whom legal notices and processes may be served. The registered agent or lawful representative must be an Iowa resident, an Iowa profit or nonprofit corporation, or a foreign profit or nonprofit corporation qualified to do business in Iowa.
- C. A foreign business organization, organized under the laws of a state other than Iowa, shall file with the Engineer's documentation that it has complied with all the provisions of this section prior to entering into a contract.

1.11 BUSINESS ORGANIZATION REQUIREMENTS (Continued)

- D. If a bid is proposed to be submitted by two persons or entities as a joint venture, the names of the two persons or entities appearing on the documents must be followed by the notation – “a joint venture.” In that instance, the bid must also be signed by authorized agents of both entities, and the bid security must indicate that it “applies to and covers the proposal for construction of (Project Name) submitted by the (principal on bond) and (name of other company), submitted as a joint venture proposal.” A bid submitted by two persons or entities without any indication they are submitting it as a joint venture, without being signed by authorized representatives of both entities, and without bid security covering both entities as a joint venture, will be rejected.

1.12 CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT IN IOWA

The Contractor agrees that any causes of action that accrue to it, or which by subrogation or assignment accrue to its sureties or insurers, arising out of or connected with this contract shall be brought in the Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located. Contractor further consents, on behalf of itself and its subrogees and assigns, to the jurisdiction of either the Iowa District Court in and for the County where the Jurisdiction is located or the United States District Court in and for the District where the Jurisdiction is located, as to any causes of action brought against it arising out of this contract or any work performed under it by Contractor or its subcontractors, and further agrees, on behalf of itself, its subrogees and assigns, to waive any and all objections to the jurisdiction of said court as to any such cause of action.

1.13 SEVERABILITY

It is the intent of the Jurisdiction and the Contractor that the lawful provisions of this contract shall be severable from any provisions of this contract that are hereafter declared to be illegal or void by a court of competent jurisdiction.

PART 2 - RESPONSIBILITIES TO THE PUBLIC**2.01 SANITATION**

The Contractor shall arrange for the necessary sanitary conveniences, properly secluded, for the workers on the project. These shall be maintained in a manner inoffensive to the public and in compliance with the local health regulations.

2.02 CONVENIENCE AND SAFETY

A. Use of Streets: The Contractor is granted the privilege of using Jurisdictional roads, streets, or highways, as shown on the plans, for the purpose of doing work specified in the contract, but is not granted exclusive use of such roads, streets, or highways.

B. Protection of Workers and the Public: The Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the work according to the MUTCD and all applicable laws, regulations, and specifications. The Contractor shall, in all cases, maintain safe passageways at all road crossings, crosswalks, and street intersections and shall do all other things necessary to prevent an accident or loss of any kind.

After November 24, 2008, all personnel shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment in the right-of-way.

C. Convenience and Access: The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners abutting the work area. The Contractor shall also provide access to the abutting property to the greatest extent practicable.

D. Worker Safety: The Contractor shall comply with all current and future federal and state OSHA requirements. Nothing in this contract or any action by the Jurisdiction shall be interpreted or construed as a waiver of OSHA requirements. It is the Contractor's obligation to follow OSHA requirements and standards at all times.

E. Project Area or Work Site Safety:

1. In accordance with Section 1070, 1.06, until the work is accepted by the Jurisdiction, the work shall be in the custody of and under the charge, care, and control of the Contractor. The Contractor is also responsible for the project area or work site. The Contractor is solely responsible for the safety of everyone on its work site.
2. The Contractor should have a safety program; however, the Contractor need not submit a safety program to the Jurisdiction, and the Jurisdiction will not review or approve the Contractor's safety program. The Jurisdiction assumes that the Contractor will maintain a safe worksite; however, the Jurisdiction's staff will not intrude in the Contractor's responsibility for safety issues.
3. The Engineer may assign some or all of the duties and responsibilities of the Engineer to an authorized representative for a given project. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to assure that the quality of work conforms to these specifications and other provisions of the contract documents and that the contract will be completed as scheduled.

2.02 CONVENIENCE AND SAFETY (Continued)

4. The Engineer may appoint an authorized representative on the work site to monitor the materials used and the work done by the Contractor. The Engineer's authorized representative is not a safety inspector and is not responsible for monitoring, directing, or otherwise ensuring the safety of the Contractor, its subcontractors, its suppliers, or any others that may be on the work site.
5. Construction of the work included in the contract is by its nature dangerous work; and the Contractor is hereby notified that it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work. It is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.

2.03 WORK AREA

- A. The Contractor shall confine its work to the Jurisdiction's premises, including construction easements and construction limit lines as shown in the contract documents and verified by the Engineer. The Contractor shall not enter upon or place materials on any private property for which the Jurisdiction has not obtained an easement for such use. The Contractor agrees to defend, indemnify, and hold the Jurisdiction harmless from all suits and actions of every kind and description resulting from the Contractor's use of private property. Before beginning construction, the Contractor shall check with the Engineer for any special instructions concerning easements.
- B. Temporary buildings, storage sheds, shops and office, etc., may be erected by the Contractor only with the prior approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Jurisdiction. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor, at its expense, after the completion of the work.

2.04 PROJECT AREA FOR THE WORK

- A. **Acquisition:** Existing and proposed additional right-of-way or easements shown on the plans and/or in the contract documents will provide, without cost to the Contractor, adequate space for the performance of the work. If the contract documents do not contain a notice to the Contractor of non-acquired additional right of way or easements, as shown on the plans, and the Contractor provides documentation acceptable to the Engineer, compensation will be allowed for loss or damage occasioned by delays in securing said right-of-way or easements; and, if the need to acquire such additional right-of-way or easements is the sole and only cause of the impossibility of completing the work within the specified time, the Jurisdiction may grant an extension of time if requested by the Contractor. Before beginning construction, the Contractor shall obtain from the Engineer a list of any easements or right-of-way not acquired and any special instructions pertaining to properties affected by the work.
- B. **Location:** Property lines, limits of easements, and limits of construction permits are indicated on the plans, and it shall be the Contractor's responsibility to confine its construction activities within those limits.
- C. **Use:** The Contractor shall confine its equipment, storage of materials, and operation of work to the limits indicated by laws, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises with its materials. The Contractor shall comply with the Engineer's instructions regarding signs and advertisements.
- D. **Encroachments:** Any damage resulting to persons or property from the Contractor's encroachment beyond the specified limits shall be the sole responsibility of the Contractor.

2.05 EXPLOSIVES

- A. Use:** The Contractor shall not blast any rock or other materials or allow the same to be done in prosecution of the work, unless it secures the Engineer's approval, proper insurance coverages, and a blasting permit when required.
- B. Safety:** The Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or its agents. The Contractor shall use the utmost care to not endanger life or damage property; and whenever ordered by the Engineer, the number and size of the charges shall be reduced. Suitable coverages or mats shall be provided to confine all materials lifted by blasting within the limits of the excavation or trench. All explosives shall be stored in a secure manner and clearly marked according to all applicable laws and regulations.
- C. Regulations:** The Contractor shall abide by all existing Federal, State, and Local regulations regarding the use of explosives, including, but not limited to, Uniform Fire Code, Article 77, and National Fire Protection Association 495, Explosive Materials Code of the National Fire Codes.

2.06 TRAFFIC CONTROL**A. General:**

1. The Contractor shall maintain traffic and shall provide and maintain traffic control devices according to the contract documents. If there is no specific traffic control plan, then the Contractor's traffic control devices shall meet the requirements of and be placed according to the current edition of MUTCD.
2. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.

B. Closing Streets to Traffic:

1. Upon the Engineer's approval, the Contractor may close streets or parts of streets to vehicular traffic as soon as the construction work is started; such streets or parts of streets shall remain closed as long as construction work or condition of the finished work requires. The Engineer will determine how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to allow the closing of additional streets until some of the improvement is finished and opened to traffic.
2. The Contractor shall notify the Engineer 48 hours in advance (excluding weekends) of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.
3. The Contractor shall not remove, relocate, or reset any permanent Jurisdictional traffic control devices unless authorized to do so by the Engineer or contract documents. If a sign must be removed or relocated for any phase of construction, the Contractor shall notify the Engineer of the necessity for removal. The Engineer shall arrange for the removal, relocation, or resetting of permanent traffic control devices by Jurisdictional personnel as needed to allow the work to proceed. If Jurisdictional personnel are not available, the authorized Jurisdictional representative may give authorization to the Contractor to remove, relocate, or reset the permanent traffic control devices.
4. In the event the Contractor removes or relocates a traffic control sign without prior notice to or authorization from the Engineer, the Contractor shall bear all responsibility and liability to any person sustaining bodily injury or property damage on account thereof.

2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES

- A. The Engineer has attempted to show on the plans all aboveground and underground facilities, including public and private utilities, which may be affected by the work. The location, depth, and size of each such facility shown on the plans is approximate only and is not guaranteed. Other underground facilities may exist and their location may not be presently known or identified. It is the Contractor's responsibility to determine the existence and exact location of all such facilities located within the construction area to avoid damage.
- B. Where existing facilities are shown in the contract documents or encountered within the construction area, it shall be the responsibility of the Contractor to notify the operators of those facilities prior to beginning any construction activities. The Contractor shall allow access to those facilities for necessary modification of services. The Contractor shall support, sustain, and protect existing pipes, conduits, poles, wires, and other apparatus located under, over, along, across, or adjacent to the work site. If such utilities are damaged through Contractor's negligence, they will be repaired by the agencies having control of same, but the cost of such repairs shall be paid by the Contractor.
- C. The Contractor shall, prior to commencing any excavation or other operation that may affect underground facilities, notify the "Iowa One Call" underground facility locate system, established pursuant to Iowa Code Chapter 480. The Contractor shall, if requested by the operator of an underground facility, assist in the location of its facilities; provided, however, the Jurisdiction shall not be responsible to the Contractor or to any operator of an underground facility for the cost of locating such facility, or for any damage to such facility that occurs in attempting to locate it, or for any damage to the facility occasioned by the Contractor's performance of work under the contract.
- D. Claims for additional compensation will not be allowed to the Contractor for any interference, delay, or additional work occasioned by the location or adjustment of aboveground or underground facilities, or connections thereto.

2.08 PROTECTION OF PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Jurisdiction's property and adjacent private property from injury or loss arising in connection with the work. The Contractor shall repair or restore any such damage, injury, or loss to Jurisdiction property or adjacent private property.
- B. Protect existing facilities, trees, and shrubs to remain in place. Any damage to existing trees or shrubs, branches, and root systems to remain and to be protected shall be repaired and/or pruned by an experienced tree surgeon or arborist. Do not disturb soil within 10 feet of the drip line of trees without notifying the Engineer. The Contractor shall mark the 10 foot limit from the drip line.
- C. The Contractor shall continuously maintain its work area by undertaking mowing, weed control, and solid waste management in a manner matching the maintenance level of the area properties. Failure to do so within three working days after direction from the Engineer may cause the Jurisdiction to do the work and the cost thereof deducted from the Contractor's next payment.

2.09 LAND MONUMENTS

- A. The Contractor will be required to preserve all center stones, land monuments, or other property marks the Contractor may find in prosecuting the work. The Contractor shall notify the Engineer of the finding of any land monuments and shall not remove or disturb same until permission is given to do so, at which time the Contractor shall properly remove said landmarks under the direction of the Engineer.
- B. For every land monument lost or destroyed by the Contractor, the Contractor may be charged, and such amount shall be deducted from any monies due or may become due to the Contractor under the contract.

2.10 DUST CONTROL

During construction operations, the Contractor shall be responsible for the control of dust to a degree compatible with the area in which the construction is being performed and with existing environmental regulations. In the event the Contractor does not control dust as specified, the Jurisdiction reserves the right to order dust control to be performed by other forces and withhold the cost thereof from any monies due or may become due to the Contractor under the contract.

2.11 ENVIRONMENTAL AND HISTORIC ITEMS

If contaminated soils, historical artifacts, or other environmental or historic items are encountered, stop work and notify the Engineer.

2.12 RAILROAD CROSSINGS

The authority for performing work beneath, at grade, or over railroad tracks will have been previously secured by the Jurisdiction. It shall be the Contractor's responsibility to contact the railroad company officials prior to beginning the work on railroad property or easements. The Contractor shall perform the work without damage to the facilities and property of the railroad or its lessees, and in strict observance of requirements for the safety of the railroad property and operations. All such work will be subject to the inspection of the railroad's representative. The Contractor shall protect, indemnify, and hold the Jurisdiction harmless from any and all damages resulting from its operations on railroad property or easements or in the construction of railroad crossings according to Section 1070, Part 3 - Bonds and Insurance.

2.13 BORROW AND WASTE SITES

- A. Unless borrow or waste sites are designated on the plans or specified in the special provisions, the Contractor shall secure and operate such sites at its own expense.
- B. In all cases, borrow and waste sites shall be operated in such a manner as to meet Federal, State, and local safety, environmental, and health requirements. Site operations, or the result of such operation, that create a definite nuisance or result in damage to public or private property will not be permitted. In all cases, sites shall be approved by the Engineer before use.

2.14 MAINTAINING POSTAL SERVICE

- A. It shall be the Contractor's responsibility to contact the U.S. Postal Service to ascertain its requirements for the maintenance of postal service to residents or businesses in the vicinity of the work site according to the instructions of the Postal Service. The Contractor shall be responsible for mailboxes at temporary locations designated by the Postal Service, and at the completion of the work, the Contractor shall replace all mailboxes in locations and conditions satisfactory to the Postal Service.
- B. Not less than 24 hours prior to removing any mailbox, the Contractor shall notify each affected resident or business addressee in writing advising them of the move and the location of their temporary mailbox during construction.
- C. For each residential or business address affected by the work, the Contractor shall place a temporary mailbox at a location approved by the Postal Service. Temporary mailboxes shall be in place so postal service is maintained at all times. Any permanent mailbox that must be removed shall be stored on the property from which it is removed and at a sufficient distance from the work area to ensure it will not be damaged by construction activities.

2.15 FINISHING AND CLEANUP REQUIREMENTS

From time to time, as may be ordered by the Engineer, and immediately after completion of the improvement, the Contractor shall, at its expense, cleanup and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within three working days after such request by the Engineer, the work may be done by the Jurisdiction and the cost thereof charged to the Contractor and deducted from its final payment. Upon completion of the work, the Contractor shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning necessary to complete the work in a workmanlike manner satisfactory to the Engineer.

PART 3 - BONDS AND INSURANCE**3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

- A. The lowest responsive, responsible bidder shall be required to file, before the contract is awarded, a surety bond for performance, payment, and/or maintenance on a form provided by the Jurisdiction and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa. Said bond shall be filed in the specified number of copies as a part of the executed contract documents for the Jurisdiction's approval and award.
- B. Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the work in all respects, according to the contract documents therefore, and according to the time and conditions of the contract documents, and also that the Contractor shall pay all debts incurred by it in the prosecution of such work, including those for labor and materials furnished. Said bond may also provide for the maintenance of the improvement for the number of years stipulated in the contract documents, and shall remain in full force for the entire maintenance period. Said bond shall in all cases comply with the laws of the State of Iowa and shall be subject to the approval of the Jurisdiction.
- C. Within the time period specified in the maintenance portion of the bond, the Contractor shall, as and when ordered by the Engineer, repair, replace, or rebuild such portions of the work found to be faulty because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within seven calendar days, a written report stating its intentions and schedule for completing the repairs for approval by the Engineer. If the Contractor fails to submit such written report or to make the repairs as approved by the Engineer, the Jurisdiction shall have the right to make such repairs and to collect from the Contractor or its surety all outlay and expense the Jurisdiction incurs in making the repair, and in attempting to enforce the terms of the contract and the bond against the Contractor and its surety.

3.02 INSURANCE REQUIREMENTS

- A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, "admitted" or "non-admitted" to do business in the State of Iowa, having an A.M. Best rating of no less than "B+."
- B. "Insurance," "insurance policy," or "insurance contract" when used in these specifications shall have the same meaning as "insurance policy" and "insurance contract" under Iowa Code Section 507B.2. All insurance required by this section shall provide coverage on an occurrence basis, not on a claims-made basis, and the person or other entity shall provide evidence of such coverage through an "insurance policy," "contract of insurance," or "certificate of insurance" that clearly discloses on its face coverage on an occurrence basis. Insurance coverage required for hazardous materials abatement including removal of lead, asbestos, PCB's, or the like may be provided on a claims-made basis when it is demonstrated to the satisfaction of the Jurisdiction that occurrence coverage is not reasonably available.
- C. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as set forth below, which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.

3.02 INSURANCE REQUIREMENTS (Continued)

1. Workers Compensation: A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages.
 - a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
 - b. Employers Liability insurance with the following limits:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit

2. Commercial General Liability Insurance: No less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or its equivalent) with all standard exclusions with minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property that occur on the premises under contract or arise out of the operations in performance of the contract. Any additional exclusions shall be identified on the Certificate of Insurance and shall be subject to the review and approval of the Jurisdiction.

General Aggregate Limit	\$2,000,000
Products' Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the Designated Construction Project(s) General Aggregate Limit Endorsement (ISO CG 2503 or its equivalent).
- b. Personal and advertising injury.
- c. Operations by independent contractors.
- d. Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
- e. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
- f. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
- g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
- h. Products and completed operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of time after final acceptance and payment if required in the Special Provisions.
- i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
- j. In lieu of including the Jurisdiction as an additional insured on the Contractor's Commercial General Liability Insurance, the Jurisdiction, at its option, may require the Contractor to provide an Owner's Protective Liability Policy by Special Provision, or may allow the Contractor to provide an Owner's Protective Liability Policy by Change Order. If an Owner's Protective Liability Policy is provided, the minimum coverage, limits, and exclusions shall be as shown above; and the Contractor's premium cost of obtaining such insurance shall be considered incidental to the work and shall not be subject to reimbursement by the Jurisdiction.

3.02 INSURANCE REQUIREMENTS (Continued)

3. Automobile Liability Insurance: Covers all owned, non-owned, hired, and leased vehicles with a minimum combined single limit of \$1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property that arise out of operations in performance of the contract. The insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted. The policy shall provide Auto Cargo Pollution Endorsement (ISO CA 99 48 or its equivalent), if required in the special provisions.
4. Railroad Protective Liability: If required by the Jurisdiction by special provision, or by an affected railroad, the Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said policy shall be furnished to the railroad and a certified copy of said policy shall be furnished to the Jurisdiction prior to any construction or entry upon the railroad easement premises by the Contractor.
5. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance.
6. Additional Insured Endorsements: Except for Workers Compensation, the insurance specified shall:
 - a. Include the Jurisdiction as an additional insured, per Section 1070, 3.06, B; and
 - b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction.
7. Reference to ISO: Wherever the term "ISO" appears in these specifications, any subsequent equivalent ISO form or non-ISO equivalent form may be used.

3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE

- A. To the extent covered by the standard insurance forms listed in Section 1070, 3.02, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants from and against all claims, 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, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided 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 economic damages and the loss of use resulting therefrom, and

3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE (Continued)

2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this subsection.

- C. In any and all claims against the Jurisdiction or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:
 1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or
 2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

provided the preparation or the giving or failure to give directions or instructions is the sole proximate cause of the injury or damage.

- E. If any litigation on account of such claims shall be commenced against the Jurisdiction, the Contractor, upon notice thereof from the Jurisdiction, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction, whether the Jurisdiction paid such amounts or not.

3.04 CONTRACTOR'S INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION

- A. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics; or any tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them; or to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges belonging to the contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, not covered by the Jurisdiction's Builders Risk Insurance.
- B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.

3.05 PROPERTY INSURANCE

- A. When stated in the special provisions, the Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance, in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. This property insurance covering the work will have a deductible of \$5,000 for each occurrence, or as stated in the special provisions, which will be the responsibility of the Contractor.
- B. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Jurisdiction's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the contract documents.
- C. Unless otherwise provided in the contract documents, this property insurance shall cover portions of the work stored off the site, after written approval of the Jurisdiction, at the value established in the approval, and portions of the work in transit. Coverage for work stored off the site and in transit will be not less than 10% of the policy amount.
- D. Boiler and Machinery Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain Boiler and Machinery Insurance required by the contract documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds.
- E. Loss of Use Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain insurance to insure the Jurisdiction against loss of use of the Jurisdiction's property due to fire or other hazards, however caused. In the event the Jurisdiction purchases such insurance, the Jurisdiction shall waive all rights of action against the Contractor for loss of use of the Jurisdiction's property, including consequential losses due to fire or other hazards, however caused.
- F. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Jurisdiction shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate change order.
- G. If during the project construction period, the Jurisdiction insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the project or if after final acceptance, property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Jurisdiction shall waive all rights according to the terms of Section 1070, 3.05, I, for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

3.05 PROPERTY INSURANCE (Continued)

- H. Before an exposure to loss may occur, the Jurisdiction shall file with the Contractor a copy of each policy that includes insurance coverages required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions, and endorsements related to this project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 calendar days prior written notice has been given to the Contractor.
- I. Waivers of Subrogation: The Jurisdiction and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Jurisdiction's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Jurisdiction as fiduciary. The Jurisdiction or Contractor, as appropriate, shall require of the Jurisdiction's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- J. A loss insured under the Jurisdiction's property insurance shall be adjusted by the Jurisdiction as fiduciary and made payable to the Jurisdiction as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and of Section 1070, 3.05, K. The Contractor shall pay subcontractors their shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in a similar manner.
- K. The Jurisdiction as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five calendar days after occurrence of loss to the Jurisdiction's exercise of this power; if such objection be made, arbitrators shall be chosen according to [Section 1040, 1.10, D](#), provided one arbitrator shall be appointed by the Jurisdiction, one by the party in interest making objection, and the third to be appointed by the two arbitrators thus chosen. Arbitration shall thereafter proceed as provided in [Section 1040, 1.10, E through G](#). The Jurisdiction as fiduciary shall, in that case, make settlement with insurers according to the direction of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- L. Partial occupancy or use of the work shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Jurisdiction and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.
- M. Installation Floater: Under contracts where the Jurisdiction does not provide Builders Risk Insurance, the Jurisdiction may by special provision require the Contractor to provide coverage under an "Installation Floater" covering all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an "*all risk*" form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit. The Installation Floater covering the equipment shall have a maximum deductible no greater than \$5,000 for each occurrence, which will be the responsibility of the Contractor.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT

- A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction as an additional insured.

- B. The Additional Insured Endorsement shall include the following provisions:

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the Contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing, or excess.

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

- C. The Cancellation and Material Change Endorsement shall include the following provisions:

Thirty calendar days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and 10 calendar days written Notice of Non-payment of Premium, shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation and Material Change Endorsement shall be included on insurance policies required by the SUDAS Standard Specifications.

- D. All liability policies that include the Jurisdiction as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT (Continued)

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agree the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all insurance policies that include the Jurisdiction as Additional Insured.

- E. All liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:
 1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
 4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.
 5. No Other Change in Policy: The insurance carrier and the Jurisdiction agrees that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This Government Immunities Endorsement shall be included in all Insurance Policies in the Jurisdiction's name.

3.07 PROOF OF INSURANCE

- A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate.
- B. The Description of Operations on the Certificate of Insurance for the work must state either:
 - 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or 2) Identify the specific project by name and project number. The Contract will not be submitted for approval execution by the Jurisdiction until all certificates of insurance are correct and have received staff approval.
- C. The Cancellation statement on the Certificate of Insurance shall be superseded by the Cancellation and Material Changes Endorsement, which shall be attached to the certificate.

3.07 PROOF OF INSURANCE (Continued)

- D. All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.
- E. If an Owner's Protective Policy is provided, the policy with appropriate endorsements shall be submitted to the Jurisdiction. The Contract will not be submitted for approval and execution by the Jurisdiction until the Owner's Protective Policy and all certificates of insurance are correct and have received staff approval.

3.08 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE

- A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction in writing of such happening, which notice shall give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.
- B. In the event the Jurisdiction has or obtains actual knowledge of any event that may result in a claim, the liability for which is herein assumed by the Contractor, the Jurisdiction agrees to notify the Contractor of such event within a reasonable period of time after acquiring knowledge thereof; provided however, the Jurisdiction shall have no duty to inspect the project to obtain knowledge of such events; and provided further the Jurisdiction's failure to so notify the Contractor shall not relieve the Contractor of any liability or obligation herein assumed by the Contractor.

3.09 SAMPLE INSURANCE FORMS

See the SUDAS website (www.iowasudas.org) for examples of standard insurance forms.

END OF SECTION

PROSECUTION AND PROGRESS**1.01 SUBLETTING OR ASSIGNMENT OF CONTRACT****A. Work by Contractor:**

1. The Contractor shall perform, with its own organization and forces, work amounting to no less than 30% of the total contract cost, except any items designated in the contract documents as "specialty items" may be performed by subcontract, and the cost of any such "specialty items" may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization. Any items that have been selected as "specialty items" for the contract will be listed as such in the contract documents.
2. In order to meet this 30% requirement, the Contractor shall not purchase any materials for a subcontracted item, nor shall it place other contractor's employees on its payroll.
3. The Contractor shall not assign this Contract to another person, firm, or corporation without the prior consent of the Jurisdiction. The Jurisdiction may refuse to approve a proposed assignment of contract if such assignment would not be in the best interests of the Jurisdiction, or if such assignment would be contrary to law or public policy. An assignment of contract and all subcontracts shall be in writing.

B. Permission to Sublet:

1. The Contractor shall not sublet, assign, or otherwise dispose of any portion of the contract, except for the furnishing and transportation of materials, without a written "permission to sublet" order duly approved by the Jurisdiction.
2. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and shall provide the name, address, telephone number, and representative of the organization that will perform the work, a description of the work is to be sublet, and the associated cost. When requested by the Engineer, the Contractor shall provide a written report showing the organization that will perform the work is particularly experienced and equipped for such work.
3. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or in any way create any contractual relationship between the subcontractor and the Jurisdiction.

C. Subcontracts:

1. Upon request of the Engineer, the Contractor shall submit a copy of each subcontract agreement within 10 calendar days.
2. The Contractor shall be responsible to include all conditions and requirements of the contract documents in all its subcontracts and enforce said requirements with its subcontractors.

1.02 CONTRACT TIME

A. When a completion date is specified in the contract documents, the contract time shall be the time from the starting date stated in the Notice to Proceed to the date specified for completion as shown in the contract, both dates inclusive. When working days or calendar days are specified in the contract documents, the contract time shall be the time as calculated with the number of working days or calendar days as specified in the contract and the starting date in the Notice to Proceed. The contract time may be extended by the Jurisdiction as provided in these specifications, in which event the contract time includes the new extension of time. The Contractor acknowledges that if it fails to complete the contract in said time, liquidated damages will be assessed against it as specified in [Section 1080, 1.12 - Liquidated Damages](#).

1. Completion Date Contracts: The Contractor shall complete the contract on or before the completion date. Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, specifications permitting and issuance of the Notice to Proceed. [Section 1080, 1.06](#) will not apply. Liquidated damages will be assessed according to [Section 1080, 1.12](#) for each calendar day beyond the completion date that the contract remains uncompleted.
2. Calendar Day Contracts: The Contractor shall complete the contract within the number of consecutive calendar days specified. The calendar day count will commence on the date specified by the Notice to Proceed. [Section 1080, 1.06](#) will not apply. Liquidated damages will be assessed according to [Section 1080, 1.12](#) for each calendar day beyond the specified number of calendar days that the contract remains uncompleted.
3. Working Day Contracts: The three types of start dates are as follows:
 - a. Specified Start Date: Working days will be charged to the Contractor starting on the specified start date, the date noted in the Notice to Proceed, or 14 calendar days after execution of the contract, whichever is later. Starting work prior to the specified start date will be considered upon request, and working days will be charged when work starts.
 - b. Approximate Start Date: It is expected the site will be available by the approximate start date. If it appears the site will not be available by the approximate start date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract, after receipt of the Notice to Proceed, and on or after the approximate start date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate start date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.
 - c. Late Start Date: Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, receipt of the Notice to Proceed, and weather and specifications permitting. Working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the late start date if the Contractor has not started work prior to this date.

If the Contractor wishes to start preliminary work prior to the late start date and move out intending to return at a later date to complete the project, the Contractor shall request approval from the Engineer for temporary suspension of work according to [Section 1080, 1.08](#). Approval of suspension of work in this circumstance will be based on if the project area is in a condition that is at least as safe as it was before the start of the work. The Engineer will submit in writing to the Contractor approval for suspension of work and a computed revised late start date. The revised late start date will be computed by adding the working days used for the preliminary work to the late start date listed on the proposal form. The charging of the remainder of the working days will resume on the revised late start date or when the Contractor recommences work if prior to the revised late start date.

1.02 CONTRACT TIME (Continued)

- B. Intermediate contract periods may be designated for completion of a specific item or certain portions of the contract. The contract period and the liquidated damages, if any, for each portion will be listed in the contract documents.

1.03 WORK PROGRESS AND SCHEDULE

- A. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.
- B. After being awarded the contract, and if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule that will ensure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon Notice to Proceed by the Engineer and to prosecute the work to completion according to schedule and within the time specified.
- C. If it appears the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, the Jurisdiction will have the right to declare the contract in default.

1.04 PRECONSTRUCTION CONFERENCE

The Engineer may schedule and conduct a preconstruction conference. The Contractor and the intended subcontractors, if known, shall participate in this conference. The Engineer will invite representatives of railroads and utilities and others having responsibilities or interest in the work.

1.05 NOTICE TO PROCEED

- A. The return of the signed and executed contract to the Contractor shall serve as notice the contract bond is acceptable, the contract is in force, and the Contractor may complete arrangements for materials and other work according to the contract documents.
- B. The Contractor shall begin work as specified in the Notice to Proceed issued by the Engineer and shall prosecute the work vigorously and continuously to completion, except when it is physically impossible to do so due to weather conditions or other unavoidable handicaps. The necessity of discontinuing and resuming work on any portion of the contract shall be determined by the Engineer.
- C. The Jurisdiction may, if provided for in the contract documents, give a limited Notice to Proceed as to any portion of the work under the contract.

1.06 WEEKLY RECORD OF WORKING DAYS

- A. On contracts with completion provisions based upon working days, the Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contractor for the preceding week, the number of working days specified for completion of the project, the number of working days remaining to complete the contract, and the revised date for completion.

1.06 WEEKLY RECORD OF WORKING DAYS (Continued)**B. Working days will be charged under the following circumstances:**

1. **Prior to Commencement of Work:** Beginning on the date designated in the Notice to Proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a working day will be charged for every calendar day other than Saturday, Sunday, or a recognized legal holiday. Working days will be charged for Saturdays if a mandatory six-day work week is specified in the contract documents.
2. **After Commencement of Work:** One full working day will be charged for any weekday, exclusive of Saturdays, Sundays, or a recognized legal holiday, when weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work as determined by the Engineer. If such conditions allow operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, one-half working day will be charged.

Working days will not be charged for Saturdays (unless a mandatory six-day work week is specified in the contract documents), Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Sundays and recognized legal holidays the contractor does work.

As an incentive to the Contractor to expedite the work, working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day work week is specified in the contract documents.

Upon written notice to the Contractor, the Engineer may suspend charging of working days on substantially completed contracts for up to 30 calendar days when only cleanup of the project site or minor work items remain. If the designated time has expired and the remaining work items and site cleanup remain uncompleted, the Engineer may restart charging of working days effective at the end of the designated period by providing written notice to the Contractor.

- C. Any objection by the Contractor to such weekly determinations shall be deemed waived and shall not thereafter be made the basis of any claim, unless the Contractor shall, within seven calendar days after receipt of a weekly statement, file with the Engineer its written protest setting forth its objections and reasons. If the Contractor's objection to the working day count is made on the grounds it was unable to work due to causes beyond its control, the Contractor shall state its reasons in writing, furnish proof to establish its claim, and state the approximate number of calendar days it estimates it was delayed. The Engineer shall then determine the appropriate number of working days to be charged under the contract.

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

- A. Except when an accelerated work schedule is required in the contract documents, no work requiring inspection will be allowed on Sundays or holidays observed by the Jurisdiction except with permission of the Engineer. The Contractor should request a determination of the holidays observed by the Jurisdiction.
- B. Such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, will be permitted on Sundays or holidays without specific permission of the Engineer.

1.08 TEMPORARY SUSPENSION OF WORKING DAYS

When, in the judgment of the Engineer, unfavorable weather makes it impractical to secure acceptable results or other conditions warrant an order to suspend working days, the Engineer shall issue to the Contractor a written order to suspend working days wholly or on any part of the contract. When conditions are again favorable for prosecution of the working days, the Engineer shall issue to the Contractor a written order to resume the suspended working days. Orders to suspend working days will not be written for short intermittent shutdowns due to weather conditions. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time of suspended operations.

1.09 EXTENSION OF TIME

- A. Allowances for Delays:** The Contractor expressly covenants and agrees that in undertaking to complete the work within the contract time, it has taken into consideration and made allowance for all delays and hindrances that would ordinarily be anticipated in performing such work.
- B. Request for Extension of Time:** Whenever the Contractor becomes aware of its inability to complete the work under the contract within the contract period, it shall request an extension in writing. Such request shall be submitted to the Engineer at least two weeks prior to the expiration of the contract time to allow for the Jurisdiction's action before termination. The submission or acceptance of a request for extension of time shall not guarantee such extension will be granted. The following items may be justification for extension of time:
- 1. Weather:** Extension of time due to adverse weather conditions at the site, so unusual or severe as not to be reasonably anticipated, as determined by the Engineer, may be requested. An average or usual number of inclement working days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
 - 2. Other Contractors:** An extension of time may be requested for delays caused by the noncompletion of essential work of other contractors, provided such noncompletion is the sole and only cause of delay, and where the Contractor has available on the site of the work all equipment, material, and labor necessary to proceed with the work.
 - 3. Change Orders:** An extension of time may be requested for delays caused by the issuance of a change order, where the work occasioned by the change order is the sole and only cause of the impossibility to complete the work within the specified time.
 - 4. Work Stoppage:** An extension of time may be requested for delays caused by a general work stoppage in the area or a work stoppage affecting this project that is beyond the control of the Contractor, or where the Contractor has taken in good faith all steps made available to it by law to resolve the causes thereof and to terminate such work stoppage.
 - 5. Acts by U.S. Government:** An extension of time may be requested for delays caused by any act taken by the United States government that would affect fabrication or delivery of materials or equipment to the work site.
 - 6. Court Proceedings:** An extension of time may be requested for delays caused by any court proceedings.
 - 7. Other Delays:** An extension of time may be requested for other delays encountered by the Contractor beyond its control and impossible for the Contractor to complete the contract within the specified time.

1.09 EXTENSION OF TIME (Continued)

- C. Claims for Damages:** The Contractor shall have no claim for damages for any extensions or delays provided or mentioned in the preceding portions of this section; but the Contractor shall, in such cases, be allowed to petition for such extension of time as the Jurisdiction may grant in writing on account of such delay, provided, however, the claim for such extension of time is made by the Contractor in writing to the Jurisdiction immediately after any such delay occurs.
- D. Extension of Time Granted:** No extension of time shall be granted or recognized except as specifically approved by the Jurisdiction in writing to the Contractor. Oral representations or agreements by Jurisdiction agents or employees regarding time extension shall not be binding on the Jurisdiction.

1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT**A. Superintendent:**

1. All work under the contract shall be performed under the continuous supervision of competent personnel, thoroughly experienced in the class of work specified.
2. Prior to beginning work, the Contractor shall give the Engineer, in writing, the name of the Contractor's official representative or superintendent for the project. The superintendent shall be capable of providing adequate supervision of the project and shall be responsible for receiving instructions, notices, and written orders from the Engineer. A change of the superintendent shall be reported to the Engineer in writing. Failure to provide adequate supervision of the project shall be grounds for the Engineer to require a change in supervision before allowing the work to proceed. The superintendent shall be responsible for reporting to the Engineer any inconsistencies, omissions, or lack of definite detail in the plans, special provisions, or contract documents that may be discovered.
3. The lack of proper supervision by the Contractor or by its supervisory personnel shall be just cause for termination of the contract.

B. Workers:

1. The Contractor shall employ competent and efficient workers for every kind of work. The Jurisdiction reserves the right to direct the suspension or discharge from the work any worker, employee, agent, overseer, foreman, or superintendent in the employ of the Contractor, who, in the opinion of the Engineer, shall be incompetent, negligent, unfaithful, insubordinate, or disorderly, and any such person shall immediately be suspended or discharged by the Contractor whenever so directed by the Engineer.
2. The Contractor shall not employ or hire any of the employees of the Jurisdiction without permission of the Engineer.

C. Methods and Equipment:

1. The methods and equipment used by the Contractor shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur to the street or highway, suitable repairs shall be made at the Contractor's expense.

1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT (Continued)

2. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract documents, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract documents, as demonstrated to the satisfaction of the Engineer.
3. When the contract documents specify that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer.
4. If the Contractor desires to use a method or type of equipment other than specified in the contract documents, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with contract requirements.
5. If after trial use of the substituted methods or equipment, the Engineer determines the work produced does not meet the requirements of the contract documents, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved, or in contract time, as a result of authorizing a change in methods or equipment under these provisions.

1.11 CONTRACTOR'S EQUIPMENT IDENTIFICATION

All vehicles and major construction equipment utilized on Jurisdiction's projects, with the exception of vehicles used for personal purposes and rented equipment bearing the name, address, and telephone number of the rental company, shall exhibit the Contractor's name in at least two locations on each piece of equipment. This identification can be either a decal or painted lettering of a type and size, and with a contrasting color, rendering it legible from a distance of no less than 50 feet.

1.12 LIQUIDATED DAMAGES

- A. Time is of the essence of the contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the Jurisdiction such as engineering, administration, and inspection, it is important the work be prosecuted vigorously to completion. Should the Contractor, or in case of default the surety, fail to complete the work within the contract time plus such extensions of time as may be allowed by the Jurisdiction, a deduction at the liquidated damages rate specified in the contract will be made for each and every calendar day or working day, whichever is specified, that such contract remains uncompleted after expiration of the contract time. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and shall be required to pay to the Jurisdiction the liquidated damages stipulated in the proposal form.
- B. The liquidated damages rate specified in the contract documents is hereby agreed upon as the true and actual damages due the Jurisdiction for loss to the Jurisdiction and to the public due to obstruction of traffic, interference with business, and/or increased costs to the Jurisdiction such as engineering, administration, and inspection after the expiration of the contract time, or extension thereof. Such liquidated damages may be deducted from any money due or to become due the Contractor under the contract, and the Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

1.12 LIQUIDATED DAMAGES (Continued)

- C. Allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time or extension thereof shall in no way operate as a waiver on the part of the Jurisdiction of any of its rights or remedies under the contract, including its right to liquidated damages pursuant to this provision.

1.13 BREACH OF CONTRACT

- A. The Contractor's failure to perform in any of the following particulars shall constitute a breach of contract:
 - 1. Failure by the Contractor to begin work at the time specified;
 - 2. Failure by the Contractor to complete the work within the contract period or any extension thereof;
 - 3. Failure or refusal by the Contractor to comply with an order of the Engineer within a reasonable time;
 - 4. Contractor's persistent disregard of laws, ordinances, or instructions of the Engineer;
 - 5. Contractor's repeated failure to provide sufficient workers, equipment, or materials to ensure the proper and timely completion of the work;
 - 6. Failure or refusal by the Contractor to remove rejected materials;
 - 7. Failure or refusal by the Contractor to replace, perform anew, or correct any defective or unacceptable work;
 - 8. Contractor's discontinuance of the work without authorization by the Jurisdiction;
 - 9. Bankruptcy or insolvency of the Contractor, or the making of an assignment for the benefit of creditors by the Contractor; or
 - 10. Failure by the Contractor to carry on the work in an acceptable manner.

Upon Contractor's breach of the contract in any particular above, the Jurisdiction shall be entitled to give notice of default to the Contractor. The notice of default shall indicate how the contract has been breached and shall indicate what action the Contractor must take to cure such breach.

- B. If the Contractor or its surety does not, within the time for cure provided in the notice of default, take action to cure such breach, the Contractor shall, at the direction of the Engineer, relinquish possession and control of the work, and the Jurisdiction shall thereupon have full power and authority, without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment at the site that may be suitable and acceptable, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in the Jurisdiction's opinion may be required for the completion of said contract in an acceptable manner.

1.13 BREACH OF CONTRACT (Continued)

- C. The Contractor and its surety shall be liable for all outlay and expense incurred by the Jurisdiction, together with the costs of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In case the outlay and expense incurred by the Jurisdiction in completing the work is less than the sum that would have been payable under the contract if it had been completed by the Contractor, then the Contractor will be entitled to receive the difference. In case such outlay and expense exceeds the sum that would have been payable under the contract, then the Contractor and its surety shall be liable for and shall pay to the Jurisdiction the amount of said excess.
- D. Neither the Jurisdiction, nor any officer, agent, or employee thereof, shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefore. Neither by taking over the work nor by declaring the contract in default shall the Jurisdiction forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.
- E. The Contractor shall be liable for the Jurisdiction's attorney fees incurred as a result of the Contractor's breach of contract.

1.14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The contract will be considered completed when the work has been accepted in writing by the Jurisdiction as provided in [Section 1090, 1.08 - Acceptance and Final Payment](#) hereof. Such final acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements as set forth in the bond and Jurisdiction's specifications regarding insurance.

END OF SECTION

MEASUREMENT AND PAYMENT**1.01 MEASUREMENT**

The determination of quantities of work performed under the contract will be made by the Engineer, based upon the lines and grades as shown on the plans and as given during the progress of the work or as evidenced by approved tickets for weight or liquid measure or by measurements made by the Engineer. All items will be computed in the units shown in the contract.

1.02 SCOPE OF PAYMENT

- A. The Contractor shall receive and accept the compensation provided in the contract at unit prices, if it be a unit price contract; or at the lump sum price, if it be a lump sum price contract, except as may be modified by change orders. The compensation provided for in the contract shall constitute full payment for furnishing all labor, equipment, tools, and materials and for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work until the final acceptance of the work by the Jurisdiction.
- B. Neither the payment of any progress payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work, except as provided in [Section 1090, 1.05 - Progress Payments](#).
- C. The contract price for any item shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "in place," unless the contract documents shall provide otherwise.

1.03 LUMP SUM BREAKDOWNS

- A. If the contract is based on a lump sum bid price, or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate covering each lump sum item to the Engineer for approval. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum items listed in the breakdown estimates shall equal the contract lump sum. Overhead and profit shall not be listed as separate items.
- B. The breakdown estimate shall be approved by the Engineer before any progress payments are prepared. An unbalanced breakdown estimate providing for overpayment to the Contractor for items of work to be performed first will not be approved but shall be revised by the Contractor and resubmitted until acceptable to the Engineer.

1.04 PAYMENT FOR CHANGE ORDERS

- A. The Contractor's claims for extra work will not be paid unless the extra work covered by such claims was authorized by a change order as specified in [Section 1040, 1.07 - Change Orders](#).
- B. Payment for extra work shall be made in one or more of the following ways as determined by the agreement between the parties to the contract prior to the starting of the work.

1.04 PAYMENT FOR CHANGE ORDERS (Continued)

1. Unit Prices: By unit prices contained in the Contractor's original proposal and incorporated in the construction contract, so far as the same may apply.
 2. Supplemental Schedule: By supplemental schedule of prices to include costs of all equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and to be accepted by the Jurisdiction.
 3. Lump Sum: By an acceptable lump sum proposal from the Contractor.
- C. The percentage markup to be allowed to the Contractor for extra work performed by a subcontractor shall be in accordance with the following:
1. 10% of the first \$50,000 with a \$100 minimum.
- 5% of the portion over \$50,000.

1.05 PROGRESS PAYMENTS

- A. Limits:** Progress payments made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated in to the work, as determined by the Engineer. Payment may be made for materials not incorporated into the project if they can be specifically identified and cost verified by invoice. Progress payment requests shall be accompanied by the documentation required in [Section 1090.1.07, B - Sales Tax and Use Tax](#).
- B. Retainage:** The Jurisdiction shall retain from each monthly progress payment 5% of the amount determined to be due according to the estimate of the Engineer.
- C. Quantities:** Quantities used for progress payments shall be considered as only approximate and provisional and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent partial payments and in the final payment. Inclusion of any quantities in a progress payment, or failure to disapprove the work at the time of any progress payment, shall not be construed as acceptance of the corresponding work or materials.

1.06 PAYMENT OF RETAINAGE

- A. Retained funds shall be retained by the Jurisdiction for a period of 30 calendar days after the completion and final acceptance of the improvement by the Jurisdiction. If at the end of the 30 calendar day period claims are on file as provided, the Jurisdiction shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to the Contractor.
- B. The Jurisdiction, the Contractor, any claimant for labor or material who has filed a claim, or the surety on any bond given for the performance of the contract, may, at any time after the expiration of 30 calendar days, and not later than 60 calendar days, following the completion and final acceptance of said improvement, bring action in equity in the county where the improvement is located to adjudicate all rights to said fund, or to enforce liability on said bond, pursuant to Iowa Code Chapter 573. Upon written demand of the Contractor, served in the manner prescribed for original notices, on the person filing a claim, requiring the claimant to commence action in court to enforce the claim, an action shall be commenced within 30 calendar days, otherwise the retained and unpaid funds due the Contractor shall be released to the Contractor.

1.07 SALES AND USE TAX STATEMENT

- A. At the completion of the contract and before final payment can be made thereon, the Contractor and all subcontractors shall file with the Engineer in triplicate, with original signatures on all three sets, a statement under oath on forms provided by the Iowa Department of Revenue and Finance showing the data with reference to sales, use, and service taxes required by Iowa Code Section 423.4, as amended. On projects with a total contract cost greater than \$1 million or with supplies and materials in excess of 50% of the contract price and when directed by the Engineer, the Contractor shall submit with each progress pay estimate completed sales and use tax forms from the Iowa Department of Revenue listing all supplies and materials purchased since the previous progress payment.
- B. If a Sales Tax Exemption Certificate(s) is issued by the Jurisdiction according to [Section 1020, 1.08](#), no sales, use, or service statement is required.

1.08 ACCEPTANCE AND FINAL PAYMENT

- A. Final payment will be based on the actual final total amount of the work accomplished and finally accepted by the Jurisdiction under the contract. Under no circumstances or conditions will the Contractor be paid anything for anticipated profits for the work, nor will it be paid for any work not actually included in the improvement. The Jurisdiction will not give final acceptance of the work until the Contractor has submitted all documentation required by the contract documents.
- B. The Engineer shall, after determining the work has been finally and fully completed according to the contract documents, make a final estimate of the amount of work done and the value thereof.
- C. Final acceptance of construction shall be defined as final approval of the project only in the sense that it has been constructed, cleaned up, and completed in apparent substantial compliance with the contract documents. Said final acceptance is stipulated to mean a written acceptance by the Jurisdiction.
- D. It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer and approved by the Jurisdiction, shall constitute final acceptance of the work and materials included in the contract on the date of such approval, subject to the provision any such approval, acceptance, or payment as herein provided shall not constitute an acceptance of any unauthorized or defective work, or of any improper material.

END OF SECTION

These Special Provisions amend or supplement the 2022 SUDAS Standard Specifications. All provisions that are not so amended or supplemented remain in full force and effect.

A full copy of the 2022 SUDAS Specifications Manual and General Supplemental Specifications are available at the following web address: <https://iowasudas.org/archived-specifications/>. Specification Sections that apply directly to this project are listed in the Project Manual Table of Contents, referenced in Section 01 22 00 Unit Prices within the descriptions of the bid items/estimate reference notes, or referenced on the drawings.

DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

SUDAS Division 1 General Provisions and Covenants and the Bidding Requirements contain similar requirements. Additions made by Special Provisions or in project specific non-SUDAS documents or specifications sections shall govern over the standard language in SUDAS.

SECTION 1010 – DEFINITIONS

SP-1.03 Definitions and Terms

Add the following new paragraphs immediately after paragraph 1.03 of the General Provisions and Covenants to read as follows:

Agreement or Contract. The written instrument, executed by Owner and Contractor, that sets forth the Contract Price, and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

Bidding Documents. The Bidding Requirements, the proposed Contract Documents, and all Addenda.

Bidding Requirements. The Advertisement or Notice to Bidders, Instruction to Bidders, Bid Bond, or other Bid Security, if any, the Bid Form and the Bid with any attachments.

City. City of Muscatine or Owner.

Contract Documents. Those items so designated in the Agreement or Contract, and which together comprise the Contract.

Engineer. During design, the Engineer is the Owner's Engineering Consultant (Stanley Consultants) or Design Engineer responsible for the design. During construction, Engineer is the City Engineer responsible for administering the contract. Refer to Contract for definition of roles.

Instruction to Contractor (ITC) – Field Order. A written order issued by Engineer which requires minor changes in the work.

Issuing Office. The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

Jurisdictional Engineer, Jurisdiction, Jurisdictional Authority. Used in the SUDAS Standard Specifications shall mean the City of Muscatine.

Muscatine Power and Water (MPW). MPW is the owner of the City water and electrical systems. Legal name is Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa. MPW is also the design engineer for improvements to their water and electric systems within the project area.

Owner. City of Muscatine.

Request for Information (RFI). Contractor request for information to answer questions regarding conflicts or intent of the Contract Documents.

Technical Data. Those items expressly identified in Special Provisions with respect to subsurface or

hazardous conditions at the site.

State Revolving Fund (SRF). Administered jointly thru the Iowa Department of Natural Resources (DNR) and the Iowa Finance Authority (IFA) SRF is a loan program for publicly owned water and wastewater utilities to finance infrastructure projects.

Substantial Completion. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

The following must be completed to achieve substantial completion:

- A. All utilities, sanitary sewer, storm sewer, manholes, inlets, inlet piping, sewer services, water main, water services, any relocated or repaired utilities are operational.
- B. Street pavement and curb and gutter are installed and streets are open for public use.
- C. Sidewalks are installed and available for public use.
- D. Driveways are installed and ready for residential use.

SECTION 01020 – PROPOSAL REQUIREMENTS AND CONDITIONS

Add the following under Section 01020 Proposal Requirements and Conditions

SUDAS Section 01020 Proposal Requirements and 00 21 13 Instructions to Bidders contain similar requirements. Requirements listed in the project specific Instruction to Bidders govern over standard SUDAS Specifications requirements.

SP-1.04 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK

Add the following new paragraph(s) immediately after paragraph 1.04.E:

- F. No reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to the owner.
- G. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.

SP-1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSAL

Add the following new article immediately after article 1.15:

1.16 COMPLIANCE WITH STATE REVOLVING FUND REQUIREMENTS.

- A. Bidders must review the SRF Required Front End Specification document included in the project manual and submit the required materials outlined in Attachments 1 thru 10.
- B. See Document 00 21 13 Instructions to Bidders for a brief outline of bidding requirements.

SECTION 1030 – APPROVAL FOR AWARD AND AWARD OF CONTRACT

SP-1.03 Award of Contract

Add the following new paragraph(s) immediately after paragraph 1.03.D:

- E. After Notice of Award, Contractor may obtain, at no charge, up to 5 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction plus handling charge.

SECTION 1040 – SCOPE OF WORK

SC-1.06 Increase or Decrease of Work

Add the following new paragraph(s) immediately after paragraph 1.06.C:

D. Unit Price:

1. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - a. if the extended price of a particular item of Unit Price Work amounts to 5% or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - b. if there is no corresponding adjustment with respect to any other item of Work; and
 - c. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC-1.07 Change Orders

Add the following new paragraph(s) immediately after paragraph 1.07.B:

C. Change Procedures

1. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to Work.
2. Engineer will advise of minor changes in Work not involving an adjustment to Contract Price or Contract Time by issuing supplemental instructions on Engineer's Instruction to Contractor (ITC) Form.
3. Engineer may issue a proposal request notice of change which includes detailed description of proposed change with supplementary or revised Drawings and Specifications, change in Contract Time for executing change with a stipulation of any overtime work required and period of time during which requested price will be considered valid. Contractor will prepare and submit an estimate within 10 days.
4. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on Work. Include a statement describing reason for change, and effect on Contract Price and Contract Time with full documentation and a statement describing effect on Work by separate or other contractors. Document any requested substitutions in accordance with Substitution Request procedures.
5. Change orders will be prepared according to SUDAS Section 1040, 1.07.

- D. During the performance of the Work, Contractor and Owner shall submit to the Design Engineer all matters in question concerning the requirements of the Contract Documents. These requests are called Request For Information (RFI). Design Engineer with reasonable promptness will issue a written clarification on the issue submitted. Engineer's written clarification, interpretation, or decision will be final unless Contractor appeals it by submitting a Change Proposal.

- E. Contractor shall submit a change proposal request or change order request to Engineer to request an adjustment in Contract Times or Contract Price. Request shall include an explanation of the reason of the request with supporting data.

SP-1.13 Errors or Omissions

Add the following new article immediately after article 1.13:

1.14 CONSTRUCTION CONSTRAINTS:

- A. Work shall be constructed within contract times defined in Agreement.
- B. Use temporary sewage bypass pumping and temporary gravity connections as needed to construct sewer. Costs for temporary pumping and temporary gravity connections shall be incidental to pipe installation and will not be paid for separately.
- C. No new construction areas shall be initiated in October and no road surfaces shall be left unpaved through winter unless authorized in advance in writing by Engineer.
- D. Maximum length of construction area that is allowed with no permanent pavement is defined in the construction staging drawings.
- E. At no time during construction shall work two blocks and two intersections be closed to traffic at any one time. Limit shall include backfill up to grade.
- F. Install temporary driving surface at intersections preceding and following active trench construction to maintain cross traffic every 2 blocks. Costs for temporary gravel surfacing for intersections are paid for as a separate bid item.
- G. See J sheets for phasing constraints and staging plans.

SECTION 1050 – CONTROL OF WORK

SP-1.05 Shop Drawings, Certificates, and Equipment Lists

Add the following new subparagraph immediately after paragraph 1.05 A. 2.:

- 3. See project manual Section 01 33 00 Submittal Procedures for contract requirements for shop drawings submittal procedures.

SP-1.08 Removal of Defective Work and Materials

Add the following new paragraph(s) immediately after paragraph 1.08.C:

- D. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.
- E. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- F. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 1.08 will be charged against Contractor as set-offs against payments due. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

SP-1.10 LINE AND GRADE STAKES

Delete subparagraph 1.10.A., B., and C. in its entirety and insert the following new paragraph in its place:

- A. The Contractor will employ a Land Surveyor to perform construction staking and record drawing production. Contractor shall coordinate day to day construction needs directly with Land Surveyor. Refer to SUDAS Section 11,010 and Special Provisions 1.16 Field Engineering under Section 1050 for requirements.
- B. The work shall be performed in strict conformity with the contract documents. Contractor's licensed land surveyor is responsible for staking the points, lines, and grades as shown in the contract documents. Contractor is responsible for proper use, interpretation, and preservation of field staking.
- C. Contractor is responsible for protecting and preserving all stakes, points, or marks set for the work by Contractor's hired land surveyor. If stakes, points, or marks have been altered or destroyed, Contractor is responsible for correcting and replacing the stakes at their costs.

SP-1.15 Additional Contractor Responsibilities

Add the following new article immediately after article 1.15:

1.16 FIELD ENGINEERING

- A. The Contractor will employ a Land Surveyor licensed in the State of Iowa for this project. The Land Surveyor will perform construction staking and record drawing production based on field measurements and Contractor and Owner records. The Contractor shall coordinate day to day construction needs directly with the Land Surveyor.
- B. Contractor shall be responsible for the cost of construction staking beyond the initial staking.
- C. Contractor shall locate and protect survey control and reference points. Promptly notify Engineer of any discrepancies discovered.
- D. Control datum for survey is that shown on Drawings.
- E. Verify set-backs and easements; confirm drawing dimensions and elevations.
- F. Provide field services to establish elevations, lines, and levels, utilizing proven and recognized engineering survey practices.
- G. For use in record drawing production, verify and certify that the elevations and locations of the Work are in conformance with the Contract Documents.
- H. Maintain a complete and accurate log of control and survey work as it progresses.
- I. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- J. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control points and property pins caused by construction activities. Replace based on original survey control. Make no changes without prior written notice to Engineer.

SECTION 1060 – CONTROL OF MATERIALS

SP – 1.02 Alternate Processes, Equipment, or Materials

Add the following new paragraph(s) immediately after paragraph 1.02.B.2:

3. For period of 30 days after effective date of Contract, Engineer will consider formal requests from Contractor for substitution of products in place of those specified. After end of that period, requests will be considered only in case of product unavailability or other conditions beyond control of Contractor.
4. Substitutions will not be considered for acceptance when:
 - a. They are indicated or implied on Shop Drawings.
 - b. They are requested directly by Subcontractor or supplier.
 - c. Acceptance will require substantial revision of Contract Documents.
5. Substitute products, "Or Equal" items, shall not be ordered or installed without written notification from Owner's Engineering Consultant and Owner's acceptance. Engineer will advise Contractor in writing of any negative determination.

SP-1.03 Samples and Testing

Change the first sentence of paragraph C. to read:

- C. All sampling and testing shall be performed by an independent testing laboratory at Contractor's cost. Laboratory shall be approved by Engineer.

SP-1.04 Storage of Materials

Add the following new subparagraph immediately after the paragraph in:

Storage of construction materials shall only be on streets and areas that are intended to be reconstructed for this Project. Coordinate use of premises under direction of Owner. Contractor shall confine construction equipment, storage of materials and equipment and operations of workers to areas permitted by law, ordinances, permits, or requirements of Contract Documents, and shall not unreasonably encumber premises with construction equipment or other material or equipment.

SECTION 1070 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SP-1.01 Municipal Regulations, State, and Federal Laws and Regulations

Add the following new subparagraph immediately after subparagraph 1.01 C. 7.

7. Selected Contractor must comply with all the contract requirements outlined in the document SRF Required Front End Specifications within Attachments 1 thru 10. Contractor will be required to provide documentation as listed in the Attachments 1 thru 10. Failure to provide documentation or compiling to contract SRF requirements may delay payment or result in termination of the contract.

SP-2.11 Environmental and Historic Items

Add the following new sentence immediately after sentence within 2.11.

Papoose Creek Sewer (PCS) will not be impacted by this project. If Papoose Creek Sewer is disturbed during construction, work will cease and the Iowa State Historical Preservation Office (SHPO) will be contacted immediately (515-281-4137).

SP-2.13 Borrow and Waste Sites

Delete the last sentence under paragraph 2.13 B.

SP-3.01 Performance, Payment, and Maintenance Bond

Add the following new subparagraph(s) immediately after subparagraph 3.01.C.:

1. Contractor shall furnish a maintenance bond, subject to the Owner's approval, guaranteeing to keep all work constructed under this contract in good repair for a period of two (2) years from date of final acceptance. Good repair shall be construed to mean free from any functional or structural deterioration, except that caused from ordinarily reasonable use and acts of God, which appreciably reduces the effectiveness of the improvement for the purpose intended or any serious departure from the standards or original construction.
2. If, in the opinion of the Owner, such deterioration takes place, they shall so notify the Contractor by registered letter to the address given in the Contractor's proposal and send a copy of such notice to the bonding company, which notice is mutually agreed to be sufficient and adequate. If the Contractor shall not proceed to remedy such defects as are called to his attention in the notice within ten (10) days, the City shall cause the repairs to be made as it deems best, and the entire cost thereof shall be paid by the Contractor or his sureties.

SP-3.02 Insurance Requirements

Supplement or replace insurance requirements as follows.

The Contractor shall purchase and maintain throughout the construction period, insurance in the following minimum requirements, and the coverage must be written in a company that has a Best's rating of B+ or better: Reference SUDAS Section 3.02 A, B, and C.

1. Worker's compensation insurance including Employer's Liability and Occupation disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Contractor under the contract. The policy will contain broad form all states endorsement. Reference SUDAS Section 3.02 1. for limits.

Delete subparagraph 3.02.C.2. in its entirety and insert the following in its place:

2. Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury, and X, C, and U coverage; coverages must meet the following limits. Deductibles on bodily injury are not acceptable:

Coverage	Minimum Limits
Bodily Injury or Death	\$1,000,000 each occurrence \$5,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
Combined Single Limit	\$1,000,000 each occurrence
Umbrella Liability Coverage	\$5,000,000

Delete subparagraph 3.02.C.3. in its entirety and insert the following in its place:

3. Comprehensive General Automobile liability insurance on all self-propelled vehicles not covered under general liability and used in connection with the Contract, whether owner, non-owner, or hired:

Coverage	Minimum Limits
Bodily Injury or Death	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Option - Combined Single Limit	\$1,000,000 each occurrence

Add the following new subparagraph(s) immediately after paragraph 3.02.C.7:

8. Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in the above paragraphs. In any

such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the bid price.

9. Any reductions in limits or coverages or exceptions to the insurance requirements can be made if requested in writing and mutually agreed to.
10. Contractor shall furnish to the Owner and additional insureds, Certificates of Insurance evidencing compliance with the foregoing requirements before commencing any operations under this contract. Certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Owner.
11. Additional Insureds: Stanley Consultants, Inc.; City of Muscatine; and Board of Water, Electric, and Communications Trustees of the City of Muscatine Iowa shall be specifically named on policy as additional insureds by endorsement, including completed operations.

SECTION 1080 – PROSECUTION AND PROGRESS

SP-1.03 WORK PROGRESS AND SCHEDULE

Add the following new paragraph(s) immediately after paragraph 1.03.C:

D. CONSTRUCTION PROGRESS DOCUMENTATION

1. Construction progress schedules:
 - a. Submit preliminary Schedule to City within 15 days after date of Owner-Contractor Agreement for coordination with Owner's requirements. After review, submit detailed schedules within 15 days.
 - 1) Submit revised Progress Schedules with each staging change or significant update to schedule.
 - 2) Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
 - 3) Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
2. Form of schedules:
 - a. Prepare schedules in form of horizontal bar chart.
 - 1) Provide separate horizontal bar for each trade or operation.
 - 2) Horizontal time scale: Identify first work day of each week.
 - 3) Scale and spacing: To allow space for notations and future revisions.
 - b. Format of listings: Chronological order of start of each item of Work.
 - c. Identification of listings: By major Specification Section numbers.
3. Construction progress schedule shall show:
 - a. Complete sequence of construction by activity.
 - b. Dates for beginning, and completion of, each major element of construction specifically listing:
 - c. percentage of completion for each item, as of first day of each month.
4. Submittal schedule shall show dates for Contractor's submittals.
5. Prepare and submit subschedules for each separate stage of Work as shown on J sheets.
6. Provide subschedules to define critical portions of prime schedules.
7. Progress revisions:
 - a. Indicate progress of each activity to date of submission.
 - b. Show changes occurring since previous submission of schedule:
 - 1) Major changes in scope.
 - 2) Activities modified since previous submission.
 - 3) Revised projections of progress and completion.
 - 4) Other identifiable changes.

- c. Provide narrative report as needed to define:
 - 1) Problem areas, anticipated delays, and impact on schedule.
 - 2) Corrective action recommended, and its effect.
 - 3) Effect of changes on schedules of other prime contractors.
8. Distribution copies of reviewed schedules to:
 - a. Job site file.
 - b. Subcontractors.
 - c. Other concerned parties.
9. Instruct recipients to report promptly to Contractor, in writing, any problems anticipated by projects shown in schedules.

SP-1.14 Termination of Contractor's Responsibility

Add the following new paragraph at the end of article 1.14:

1.14 TERMINATION OF PUBLIC IMPROVEMENTS CONTRACT

Provisions contained in Chapter 573A Code of Iowa providing for the termination of contracts in construction of public improvements when construction is stopped because of national emergency shall apply to and be a part of this contract and binding on all parties including subcontractors and sureties upon any bond given or filed in connection therewith

SECTION 3010 – TRENCH EXCAVATION AND BACKFILL

SP-1.07 SPECIAL REQUIREMENTS

Delete article 1.07 in its entirety and insert the following new paragraphs in its place.

- A. Schedule Work to keep streets, sidewalks, and utilities in usable condition; avoid property owner inconvenience.
- B. Do not trespass on private property. Maintain construction operations on existing right-of-way or easements provided for the project.
- C. Maintain suitable means of access for property owners abutting streets and highways involved in construction, except as specifically permitted otherwise by Owner.
- D. Suitable access shall mean a roadway of sufficient width, free from ruts, potholes, and mud holes, and capable of carrying a passenger car without damage to car in all weather conditions.
- E. When access must be denied due to construction, provide suitable access within 24 hours after responsible construction is completed.
- F. Whenever construction is stopped due to inclement weather, weekends, holidays, or other reasons, suitable access shall be provided for property owners.
- G. No special groundwater control beyond the normal trench sump pump dewatering control operations is anticipated. High volumes of groundwater and rock is not anticipated. Section 3010 1.08 A. 6. indicates all dewatering activities are incidental.

SP-3.01 TRENCH EXCAVATION

Add the following new subparagraph immediately after subparagraph 3.01.D.4:

5. Place unsuitable trench excavated material directly on trucks and haul away. No spoil banks permitted. Contractor to dispose of unsuitable job-excavated material at ravine fill site off of West 6th Street. Owner will provide direction on location (s) available for material disposal..

Add the following new paragraph immediately after paragraph 3.01.D:

- E. Obtain from utility company's locations of buried utilities shown on Drawings. Pothole as needed to confirm location and elevation.
- F. Some utility house services may be shown on drawings, but no attempt has been made to locate and show all services. Obtain locations of house services from utility companies.
- G. Make arrangements with utility companies to temporarily support, brace or remove utility poles either adjacent to or in trench excavation at no additional cost to Owner.
- H. MPW utility poles that require removal and relocation due to construction shall be coordinated with Muscatine Power and Water (MPW). MPW relocation costs will be billed directly to the Owner for previously approved locations.
- I. Utility mains shown on Drawings, in conflict with new facilities: Perform relocation or make arrangements with utility to perform Work at no additional cost to Owner.
- J. Utility mains not shown on Drawings, in conflict with trench excavation or new facilities notify Engineer immediately to discuss utility conflict solutions. Relocation shall be authorized by Engineer.

SP-3.03 TRENCH PROTECTION

Add the following new paragraph immediately after paragraph 3.03.B:

- C. Slope walls of trench or provide trench shoring as required to comply with OSHA and safety requirements; maintain walls of excavation vertical below top of pipe.

SP-3.06 TRENCH COMPACTION TESTING

Add the following new article(s) immediately after article 3.06:

3.07 REPAIR AND RESTORATION

- A. Repair, at no additional cost to Owner, existing fences, culverts, and drain tile disturbed by construction.
- B. Remove, salvage, store and re-install mailboxes, parking meters, impacted by construction, at no additional cost to owner.
- C. All existing permanent street signage shall be delivered to Public Works facility immediately upon removal.
- D. Maintain proper restored surface grades and elevations throughout 2-year maintenance warranty period following final closeout. If settlement of surface grading or differential settlement of pavement and manhole boxouts occur that causes surface to be at elevations other than design indicates, repair and restore immediately.
- E. Contractor fully responsible for liaison with utility companies and for repairing, at no expense to Owner, utilities damaged by Contractor. In event of break in existing water main, gas main, sewer, or electric or communication cable, immediately notify responsible official of organization operating utility affected.
- F. Restore obstructions removed to accommodate equipment or to facilitate excavation.

3.08 CLEANUP

- A. Remove waste material promptly as it is generated by construction operations; do not permit to accumulate. Cleanup each portion of construction as it is completed.

- B. Cleanup operations in public right-of-way shall be kept within 400' (120 m) of construction operations.
- C. Cleanup and remove rubbish, debris, and surplus material.
- D. Grade disposal areas periodically to reasonably neat surface to provide for drainage and access by others.
- E. Leave Site in neat condition.
- F. Reopen to traffic as soon as practicable. See J sheets and Sections 01 50 00 and 00 75 00 for traffic constraints.

3.09 MANAGEMENT OF CONTAMINATED SOILS AND GROUNDWATER

- A. No specific areas of potential contamination have been identified on Drawings. Process identified below is to be used in event contamination is discovered during construction process.
- B. Comply with local, state, and federal standards for worker protection and equipment decontamination. Submit a Site Health and Safety Plan to Owner detailing any protective measures and decontamination practices that will be utilized for dealing with contamination.
- C. Excavation within area of potential contamination shall be continuously monitored by qualified personnel using a photoionization detector (PID) for screening purposes.
- D. If no contamination is encountered, excavated material may be disposed in same manner as other excavated material.
- E. Soil exceeding 10 ppm organic vapors, or where a petroleum odor is present, will be considered potentially contaminated and shall be hauled to a stockpile site at Muscatine Solid Waste Transfer Station on Houser Street. Stockpile shall be designed as follows:
 - 1. Flat cleared area.
 - 2. Place 20 mil thick polyethylene sheeting beneath all stockpiled soil. Sheeting shall be seamless throughout.
 - 3. Stockpile shall be kept covered with more sheeting when not in use. Anchor sheeting cover to keep it in place.
 - 4. Place low earthen berm beneath bottom sheeting on all sides of stockpile to prevent liquid runoff from entering or exiting stockpile.
- F. Test soils in stockpile after work has been completed in contaminated area by compositing 10, approximately 1 oz samples into 1 sample to be used for laboratory analysis.
 - 1. Test sample for total extractable hydrocarbons (THE) by Iowa Method OA-2, polynuclear aromatic hydrocarbons (PAHs) by Method 8270 and toxic characteristic leaching procedure (TCLP) Resource Conservation and Recovery Act (RCRA) metals by SW846 Methods 1311 and 6010/7471.
 - 2. Analyze sample for benzene, toluene, ethylbenzene, and xylenes (BTEX) by Iowa Method OA-1.
 - 3. If laboratory testing finds no contamination, or contamination levels below statewide soil standards, haul stockpiled soils to normal disposal area.
 - 4. If laboratory testing identifies contamination above statewide standards, contact Muscatine County Landfill with results from testing specified above and paint filter

methods. If landfill is willing to accept this material, haul stockpiled soils to landfill. If landfill declines to accept stockpiled soils, contact Owner's Representative.

- G. Discharge groundwater encountered in excavation to storm sewer unless water has a noticeable petroleum odor or a petroleum surface "sheen." If an odor or sheen is present, discharge to sanitary sewer.
- H. Discharge groundwater encountered in excavation to storm sewer unless water has a noticeable petroleum odor or a petroleum surface "sheen." If an odor or sheen is present, discharge to sanitary sewer.

3.10 VIBRATION MONITORING

- A. Contractor is responsible for protecting existing structures and utilities from damage during construction operations. Properties identified as requiring protection from construction vibration impacts are listed on Sheet C.18.
- B. Contractor to hire or provide a qualified vibration specialist to monitor and install and maintain vibration monitors. Specialist shall provide reports and logs to Contractor and Owner. Real-time monitoring shall be provided to alert the contractor immediately if the vibration threshold is exceeded. Contractor shall be able to provide updates to the Owner daily about vibration measurements.
- C. Contractor to submit detailed vibration monitoring plan prior to commencing work. The plan shall include the construction methods and equipment chosen to achieve low project vibration levels and alternate construction methods and equipment that will be used if the Peak Particle Velocity (PPV) threshold is reached or exceeded.
- D. Vibration monitoring is required along the project corridor on Sycamore Street between West 8th Street and Fulliam Avenue during construction activities. Monitors will be placed along the corridor near properties anticipated to experience the highest impact. Locations will be determined by the Owner. Additional vibration monitoring by the Contractor at other locations is encouraged, but not required.
- E. Vibration monitoring is required near the property at 105 West Fulliam Avenue.
- F. Contractor will be notified when vibration exceeds a PPV level of 0.5 inches per second as measured at or in very close proximity to the monitored structure. Contractor is to change work methods to reduce vibrations when so notified.
- G. Vibration monitoring logs shall include maximum peak particle velocity recorded, frequency, type, and location of monitoring equipment, location of vibration producing event.
- H. Building condition survey before, during and after construction will be performed and coordinated between the Owner and the property owners.
- I. Contractor shall be responsible for any damage caused by construction operations.

SECTION 4010 – SANITARY SEWERS

SP-1.03 SUBMITTALS

Delete paragraph in its entirety and insert the following in its place:

- A. Submit data and certificates from manufacture showing evidence that products comply with standards listed for pipe, pipe joints, gaskets, frames, lids, gratings and appurtenances.

- B. Provide evidence that components, materials, and treatment chemicals that come into contact with potable water shall be certified for conformance to ANSI/NSF Standard 60 or 61, as applicable.

SECTION 4020 – STORM SEWERS

SP-1.03 SUBMITTALS

Delete paragraph in its entirety and insert the following in its place:

- A. Submit data and certificates from manufacture showing evidence that products comply with standards listed for pipe, pipe joints, gaskets, frames, lids, gratings and appurtenances.
- B. Reinforced concrete pipe (RCP):
 - 1. Pipe materials and manufacture shall be tested in accordance with ASTM C76.
 - 2. In addition to other test requirements, 3 sections of pipe shall be tested by 3-edge bearing method. Load to produce 0.01" (0.25 mm) crack shall be determined on two pipe sections of each pipe size and load to produce 0.01" (0.25 mm) crack and ultimate strength of pipe shall be determined on third pipe section. No pipe sections used for 3-edge bearing tests shall be used on Project.
 - 3. Certified copies of results of 3-edge bearing tests conducted by pipe manufacturer after June, 2022, may be submitted instead of conducting 3-edge bearing tests on pipe manufactured specifically for this Contract. Pipe sizes for which certified tests are not available shall be tested as specified. Notify Engineer at least 24 hours prior to conducting 3-edge bearing tests.
- C. Provide evidence that components, materials, and treatment chemicals that come into contact with potable water shall be certified for conformance to ANSI/NSF Standard 60 or 61, as applicable.

SECTION 4060 – CLEANING, INSPECTION, AND TESTING OF SEWERS

SP-1.03 SUBMITTALS

Delete paragraph in its entirety and insert the following:

- A. Provide test reports to Engineer.

SP-3.03 SANITARY SEWER LEAKAGE TESTING

Add the following sentence to the end of the paragraph

IDNR indicates replacement of existing sewers which have service connections immediately connected are exempted from leakage testing requirements.

SECTION 5010 – PIPE AND FITTINGS

SP-1.07 SPECIAL REQUIREMENTS

Delete paragraph in its entirety and insert the following:

- A. Notify local utility, Muscatine Power and Water (MPW), prior to relocating any water mains. Relocations shall only be performed in presence of local utility inspector.
- B. Local utility will perform main shutdown and notify Contractor when complete. Provide material and perform relocation under supervision of local utility inspector. Provide temporary service or make other arrangements with affected property owners for scheduled shutdown of utilities for period of longer than 4 hours.

SECTION 6030 – CLEANING, INSPECTION, AND TESTING OF STRUCTURES

SP-1.03 SUBMITTAL

Delete paragraph in its entirety and insert the following:

- A. Provide test reports to Engineer.

SP-3.04 SANITARY SEWER MANHOLE TESTING

Add the following new paragraph(s) immediately after subparagraph 3.04.A.2:

3. IDNR indicates replacement of existing sewers (and manholes) which have service connections immediately connected are exempted from leakage testing requirements.

SECTION 11,020 – MOBILIZATION

SP-3.01 EXISTING CONDITIONS VIDEO RECORD

Add the following new paragraph(s):

3.01 EXISTING CONDITIONS VIDEO RECORD

- A. Prior to construction, perform video recording along route of new sanitary and storm sewers. Recording shall document significant features that may be affected by construction activity. Video shall include but is not limited to adjacent building foundations, adjacent sidewalk conditions, locations of parking spots and meters, condition of existing driveways and retaining walls, and condition of existing pavement at the tie in point and 50' back from tie in points.
- B. Provide labor, equipment, and materials for televising and complete video documentation of route of sewers.
- C. Viewing shall be in upstream direction along sewer routes. Recording shall be consecutive and continuous along sewer route.
- D. Personnel and equipment:
 1. Furnish equipment, supplies, and materials necessary to complete Work as specified.
 2. Equipment not giving proper results shall be replaced.
- E. Video camera and other components shall provide clean, clear, and sharp color picture.
- F. Video recording:
 1. Provide complete color video recording of areas along route of new sewers. Video recording media produced shall be compatible with Owner's video equipment.
 2. Produce video recordings of sufficient quality to allow proper in-house viewing with minimum of distortion; no image tearing.
 3. Provide voice narration on video recording to document following information:
 - a. Name of city, street, and date upon which video inspection was made.
 - b. Description of special features, i.e. cracked pavements, special landscaping, etc.
 - c. Stop camera at special features for minimum of 10 seconds to allow for photographic documentation.
 - d. Deliver video recording to City for permanent records.
 - e. Label each recording to identify sewer and limits of coverage.

G. Recording procedure:

1. Camera shall be moved at uniform rate consistent with amount of detail being recorded.
2. Take necessary steps and adopt procedures to ensure optimum viewing conditions.

ADD THE FOLLOWING SPECIFICATIONS:

- SECTION 01 22 00 – UNIT PRICES
- SECTION 01 33 00 – SUBMITTAL PROCEDURES
- SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS
- SECTION 01 57 14 – SWPPP – OWNER CERTIFICATION
- SECTION 01 57 15 – SWPPP – CONTRACTOR AND SUBCONTRACTOR CERTIFICATION
- SECTION 01 57 16 – SWPPP – TRAINING LOG
- SECTION 01 57 17 – SWPPP – STORMWATER CONSTRUCTION SITE INSPECTION REPORT
- SECTION 01 57 18 – SWPPP – SWPPP AMENDMENT LOG
- SECTION 01 77 00 – CLOSEOUT PROCEDURES



SRF Required Front-End Specifications

PLEASE NOTE: Attachment 10 is a new program requirement and is effective for all SRF projects bid after January 2021.

- Attachment 1: Certification of Non-Segregated Facilities Form
(to be completed and signed by Prime Contractor and submitted with the bid)
- Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form *(to be completed and signed by Prime Contractor and submitted with the bid)*
- Attachment 3: Disadvantaged Business Enterprise Certification Form *(to be completed and signed by Prime Contractor and submitted with the bid)*
- Attachment 4: DBE Program Subcontractor Performance Form *(to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)*
- Attachment 5: DBE Program Subcontractor Utilization Form *(to be completed and signed by Prime Contractor and submitted with the bid)*
- Attachment 6: DBE Program Subcontractor Participation Form *(for voluntary use of DBEs)*
- Attachment 7:
 - Other Federal Requirements Language
 - A. Standard Equal Employment Opportunity Specifications
 - B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates**)
 - C. Preservation of Open Competition and Government Neutrality
 - D. Historical and Archeological Finds
 - E. Prohibitions on Procurement from Violating Facilities
- Attachment 8: Right of Entry and Records Retention
- Attachment 9: Use of American Iron and Steel
- Attachment 10: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
(to be completed and signed by Prime Contractor and submitted with the bid)

****The Davis Bacon wage determination received from the Iowa Finance Authority must also be included in the front-end specifications.**

Attachment 1
SRF Required Front-End Specifications
(This form must be completed and signed by Prime Contractor and submitted with the bid)

U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Signature

Date

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

January 2021

Attachment 2
SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid)

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

**Certification Regarding Debarment, Suspension, and
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

Attachment 3
SRF Required Front-End Specifications
(This form must be completed and signed by Prime Contractor and submitted with the bid)

Disadvantaged Business Enterprise (DBE) Solicitation

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/Index/>.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant:	
Bidder:	
Address:	
Contact Person:	
Signature:	
Phone Number:	
E-Mail Address:	
Check if Prime Contractor is:	☐ Minority-Owned ☐ Women-Owned

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerors must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities? ☐ Yes ☐ No
2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. ☐ Yes ☐ No
3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. ☐ Yes ☐ No
4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually? ☐ Yes ☐ No
5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors? ☐ Yes ☐ No
6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)

PROPOSED UTILIZATION OF DBE SUBCONTRACTORS

Please include Attachments 4 and 5 to document the proposed utilization of certified DBE subcontractors.

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.
2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

Attachment 4
SRF Required Front-End Specifications

(This form must be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/Proposal No.		Assistance Agreement ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor	
DBE Certified by ____ DOT ____ SBA ____ Other: _____		Meets/exceeds EPA certification standards? ____ YES ____ NO ____ Unknown	

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

Attachment 5
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid if utilizing DBE subcontractors)

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/Proposal No.		Assistance Agreement ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Issuing/Funding Entity			
I have identified potential DBE certified subcontractors _____ YES _____ NO			
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?

Continue on back if needed

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Attachment 6
SRF Required Front-End Specifications
(This form is for the voluntary use of DBE Subcontractors)

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. ***The use of this form by DBE subcontractors is voluntary and is not required for bidding.*** This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/Proposal No.		Assistance Agreement ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	
Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies		Amount Received by Prime Contractor

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

Return to: Regional Coordinator, Small Business Utilization, U.S. Environmental Protection Agency, Region 7, 11201 Renner Blvd., Lenexa, KS 66219

Attachment 7
SRF Required Front-End Specifications

Other Federal Requirements Language

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort, to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The

Contractor shall provide notice of these programs to the source complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).

Effective Date: May 8, 1978

Federal Register, Vol. 45, No. 194. Paragraph 4, revised October 3, 1980

Effective Date: September 30, 1980

APPENDICES A and B-80

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offerors or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60—4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60—4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60—4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (State of Iowa).

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor’s aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Timetable Goals (percent)

From Apr. 1, 1978 until March 31, 1979	.3.1
From Apr. 1, 1979 until March 31, 1980	.5.0
From Apr. 1, 1980 until March 31, 1981	.6.9

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APPENDIX B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor’s total onsite construction workforce, regardless of whether or not part of that workforce is performing work in a Federal, federally assisted or nonfederally related project, contract or subcontract. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60—4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA of EA goal contained in this appendix B-80.

Economic Areas

State: Iowa	Goal %
096 Dubuque IA:	
SMSA Counties:	
2200 Dubuque, IA	0.6
IA Dubuque	
Non-SMSA	
Counties	0.5
IA Allamakee, IA Clayton, IA Delaware, IA, Jackson IA, Winneshiek	
099 Davenport Rock Island Moline, IA-IL:	
SMSA Counties:	
1960 Davenport Rock Island Moline, IA-IL	4.6
IL Henry, IL Rock Island Moline, IA Scott	
Non-SMA	
Counties	3.4
IL Carroll, IL Hancock, IL Henderson, IL ,Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA, Muscatine, MO Clark	
100 Cedar Rapids, IA:	
SMSA Counties:	
1360 Cedar Rapids, IA	1.7
IA Linn	
Non-SMSA Counties	1.5
IA Benton, IA Cedar, IA Iowa, IA Johnson, IA, Jones, IA, Washington	
101 Waterloo, IA:	
SMSA Counties:	
8920 Waterloo-Cedar Falls, IA	4.7
IA Black Hawk	
Non-SMSA Counties	2.0
IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth	
102 Fort Dodge, IA:	
Non-SMSA Counties	0.4
IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright	
103 Sioux City, IA:	
SMSA Counties:	
7720 Sioux City, IA-NE	1.9
IA Woodbury, NE Dakota	

Non-SMSA Counties	1.2
IA Cherokee, IA Crawford, IA Ida, IA Monona, IA O'Brien, IA Plymouth, IA Sioux, NE Antelope, NE Cedar, NE Cuming, NE Dixon, NE Knox, NE Madison, NE Pierce, NE Stanton, NE Thurston, NE Wayne, SD Bon Homme, SD Clay, SD Union, SD Yankton	
104 Des Moines, IA:	
SMSA Counties:	
2120 Des Moines, IA	4.5
IA Polk, IA Warren	
Non SMSA Counties:	2.4
IA Adair, IA Appanoose, IA Boone, IA Clarke, IA Dallas, IA Davis, IA Decatur, IA Guthrie, IA Jasper, IA Jefferson, IA Keokuk, IA Lucas, IA Madison, IA Mahaska, IA Marion, IA Marshall, IA Monroe, IA Poweshiek, IA Ringgold, IA Story, IA Tama, IA Union, IA Van Buren, IA Wapello, IA Wayne	
143 Omaha, NE:	
SMSA Counties:	
5920 Omaha, NE-IA	7.6
IA Pottawattamie, NE Douglas, NE Sarpy	
Non-SMSA Counties	5.3
IA Adams, IA Audubon, IA Cass, IA Fremont, IA Harrison, IA Mills, IA Montgomery, IA Page, IA Shelby, IA Taylor, NE Burt, NE Cass, NE Colfax, NE Dodge, NE Platte, NE Saunders, NE Washington	

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B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that, the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/forms.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its

own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202, as amended by Executive Order 13208)

Executive Order 13202, signed February 17, 2001 and amended April 4, 2001, requires all executive agencies that issue grants to ensure Government neutrality toward contractors' labor relations. This applies to recipients of SRF assistance. The Executive Order prohibits discrimination against contractors and their employees in construction contracts based upon labor affiliation or lack thereof.

SRF assistance recipients and any construction managers acting on their behalf must ensure that bidding specifications, project agreements, and other controlling documents do not require, prohibit, or otherwise discriminate, with respect to labor affiliation or lack thereof.

D. Historical and Archeological Finds

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

E. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>.

**Attachment 8
SRF Required Front-End Specifications**

Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8(2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 9 SRF Required Front-End Specifications

“American Iron and Steel” Requirements

H.R. 3547, the “Consolidated Appropriations Act, 2014,” enacted January 17, 2014 by the U.S. Congress, includes “American Iron and Steel” provisions that require Clean Water and Drinking Water State Revolving Fund assistance recipients of these funds to use iron and steel produced in the United States.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, “Use of American Iron and Steel”:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) find that—

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or

(3) Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

The final guidance and any published waivers are found at: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>. In particular the contractor should pay attention to the guidance for documentation of compliance. There is also a waiver for incidental items; in order to qualify for this waiver the total materials and costs for the project must be tracked and incidental items identified.

Sample “American Iron and Steel” Contract Language

In order to fulfill the requirements, the assistance recipient must in good faith design the project and solicit bids for construction with U.S.-made iron and steel. The following information will be included in any contracts resulting from this request for bids:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the State of Iowa (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with AIS requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX

2. XXXX

3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the U.S. and providing detailed information on the steps involved.

The following is a template for this type of final certification.



Template American Iron and Steel Certification Letter



On Manufacturer's Letterhead

IRON & STEEL, INC.
1959 Steel Drive
Ironville, OH 12345

MATERIAL CERTIFICATION

April 30, 2015

RE: Job Name: Waterprojectville, Iowa – 2015 State Revolving Fund Water
Infrastructure Project
SRF Project Number: CS1920999 01

References the SRF Project

I certify that the processes for manufacturing or fabricating the following products and/or materials provided for the subject project took place at the following U.S. locations:

Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, IA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA

I further certify that the products and/or materials are in full compliance with the American Iron and Steel requirements as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.

Specifies the Products and Quantities

On behalf of IRON & STEEL, INC.,

Signature of
Manufacturer's
Representative

Jane Smith
Jane Smith
Product Quality Manager

Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed

Covered and Non-Covered Items

The EPA issued a waiver for De Minimis incidental components of eligible water and wastewater infrastructure projects. Funds used for such De Minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project. The cost of an individual incidental item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

De Minimis incidental items include miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of business. For others, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes, treatment and storage tanks, large structural supports, etc.

In consultation with their contractors, assistance recipients should determine the items to be covered by this waiver and must retain relevant documentation (i.e. invoices) as to those items. Assistance recipients must summarize in reports to the State of Iowa the types and/or categories of items to which this waiver is applied, the total cost of incidental components for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project.

The successful bidder will fill out the materials spreadsheet (shown below) and submit it to the assistance recipient to indicate iron and steel items proposed to be procured for the project.

American Iron and Steel Materials Spreadsheet – to be Submitted by Successful Bidder
Iowa Department of Natural Resources - January 2021
Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

Project:			
Bidder:		Date:	

*Covered Product Categories include: Lined or unlined pipes or fittings; manhole covers; municipal castings; pipe clamps and restraints; valves; structural steel; hydrants, tanks; flanges; reinforced precast concrete; construction materials.

**Incidental items are miscellaneous, generally low-cost items, often procured in bulk, such as washers, screws, fasteners, small amounts of wire, etc.

	Covered Products Category*	Description of Covered Products	Documentation Will be Obtained	Item is Incidental and will be claimed under De Minimis Waiver**	Bid Amount Covered Products	Bid Amount Incidentals
1	Choose an item...					
2	Choose an item...					
3	Choose an item...					
4	Choose an item...					
5	Choose an item...					

At the end of construction, the contractor will submit a final list showing covered items being claimed as incidental components under the De Minimis Waiver. Assistance recipients will complete a De Minimis Waiver Incidental Components List for the entire project to demonstrate compliance with the De Minimis Waiver cost requirements outlined above.

American Iron and Steel - De Minimis Waiver Incidental Components List																																															
Iowa Department of Natural Resources – January 2021																																															
Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014																																															
<i>This form is to be used by the State Revolving Fund (SRF) applicant to identify all non-domestic iron and steel incidental components permanently incorporated into an SRF project that meet the requirements of the public interest De Minimis Waiver. This form can also be used by individual contractors to submit their final incidental components list to the SRF applicant.</i>																																															
SRF Applicant:																																															
SRF Project #:		Submitted By:																																													
Date:		Individual Contractor De Minimis List		Final De Minimis List for SRF Project																																											
Total Materials Cost:		Total amount claimed as De Minimis Incidental Components:		Percent:		(must be 5% or less of total materials cost)																																									
<table border="1"> <thead> <tr> <th></th> <th>Contractor Name</th> <th>Covered Products</th> <th>Description of Covered Products (list each item type separately)</th> <th>Date Purchased</th> <th>Individual Item/Unit Cost</th> <th>Quantity Claimed as Incidental</th> <th>Dollar Amount Incidental Components</th> </tr> </thead> <tbody> <tr> <td>Example</td> <td>JB Construction</td> <td>Construction materials</td> <td>Steel Doors</td> <td>1-21-2020</td> <td>\$500</td> <td>5</td> <td>\$2500</td> </tr> <tr> <td>1</td> <td></td> <td>Choose an item.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td>Choose an item.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td>Choose an item.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>									Contractor Name	Covered Products	Description of Covered Products (list each item type separately)	Date Purchased	Individual Item/Unit Cost	Quantity Claimed as Incidental	Dollar Amount Incidental Components	Example	JB Construction	Construction materials	Steel Doors	1-21-2020	\$500	5	\$2500	1		Choose an item.						2		Choose an item.						3		Choose an item.					
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3		Choose an item.																																													

These documents are available on-line at http://www.iowasrf.com/about_srf/use-of-american-iron-and-steel/.

Attachment 10
SRF Required Front-End Specifications
(This form must be completed and signed by Prime Contractor and submitted with the bid)

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](https://www.sam.gov/SAM/) exclusion list, website: <https://www.sam.gov/SAM/>.

(1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:

(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

(i) Obligor or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

Davis-Bacon Prevailing Wage Rates for Muscatine County - Construction Types: Heavy and Highway

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 02/24/2023

SUIA2023-001 02/01/2023

	Rates	Fringes
BRICKLAYER (BRICKLAYER/STONE MASON)		
ZONE 1.....	\$ 34.00	17.62
ZONE 2.....	\$ 34.00	17.62
ZONE 3.....	\$ 34.00	17.62
ZONE 4.....	\$ 32.75	16.09
ZONE 5.....	\$ 29.65	16.09
Carpenter & Piledrivermen		
ZONE 1.....	\$ 31.27	15.83
ZONE 2.....	\$ 29.80	15.98
ZONE 3.....	\$ 29.68	15.98
ZONE 4.....	\$ 29.20	13.30
ZONE 5**.....	\$ 28.15	11.70
CONCRETE FINISHER		
ZONE 1.....	\$ 29.55	13.10
ZONE 2.....	\$ 29.55	13.10
ZONE 3.....	\$ 29.55	13.10
ZONE 4.....	\$ 27.70	9.20
ZONE 5.....	\$ 26.65	9.20
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3.....	\$ 36.40	14.80
ZONE 4.....	\$ 35.10	13.80
ZONE 5.....	\$ 33.45	13.05
IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1.....	\$ 32.25	14.85
ZONE 2.....	\$ 30.16	15.30
ZONE 3.....	\$ 30.16	15.45
ZONE 4.....	\$ 28.00	14.50
ZONE 5**.....	\$ 26.15	13.70
LABORER		
ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.82	12.01
GROUP AA.....	\$ 27.20	12.01
GROUP B.....	\$ 22.97	12.01
GROUP C.....	\$ 19.89	12.01
ZONE 4		
GROUP A.....	\$ 23.12	11.32
GROUP AA.....	\$ 25.12	11.32
GROUP B.....	\$ 21.55	11.32
GROUP C.....	\$ 18.92	11.32
ZONE 5		
GROUP A.....	\$ 23.52	9.87

GROUP AA.....	\$ 25.52	9.87
GROUP B.....	\$ 20.78	9.87
GROUP C.....	\$ 19.93	9.87

POWER EQUIPMENT OPERATOR

ZONE 1

GROUP A.....	\$ 35.50	16.50
GROUP B.....	\$ 33.95	16.50
GROUP C.....	\$ 31.45	16.50
GROUP D.....	\$ 31.45	16.50

ZONE 2

GROUP A.....	\$ 35.30	16.50
GROUP B.....	\$ 33.70	16.50
GROUP C.....	\$ 31.15	16.50
GROUP D.....	\$ 31.15	16.50

ZONE 3

GROUP A.....	\$ 32.50	28.20
GROUP B.....	\$ 30.70	28.20
GROUP C.....	\$ 29.70	28.20
GROUP D.....	\$ 29.70	28.20

ZONE 4

GROUP A.....	\$ 32.85	16.95
GROUP B.....	\$ 31.71	16.95
GROUP C.....	\$ 29.63	16.95
GROUP D.....	\$ 29.63	16.95

ZONE 5

GROUP A.....	\$ 30.87	13.25
GROUP B.....	\$ 29.83	13.25
GROUP C.....	\$ 28.10	13.25
GROUP D.....	\$ 27.10	13.25

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 26.26	12.59
ZONE 2		
.....	\$ 26.26	12.59
ZONE 3.....	\$ 26.26	12.59
ZONE 4.....	\$ 26.26	9.04
ZONE 5		
.....	\$ 24.50	9.04

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker

GROUP A - Carpenter tender on bridges and box culverts; CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form

setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; mason tender (brick/stone), powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker}. *new labor classification (CCTV: closed circuit television)

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over 1 cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over 1 cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIEVERMEN, or IRONWORKERS (ZONE 5)**
Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

PART 1 GENERAL

1.01 UNIT PRICE REQUIREMENTS

- A. Items of Work described herein are specifically listed in the Contract for separate measurement and payment.
- B. No other items of Work required by Contract Documents shall be measured or paid for as a separate item but shall be included as part of listed unit price item to which Work pertains. Failure to list all such related Work in the following descriptions of unit price items shall not invalidate this stipulation.
- C. Take measurements, compute quantities, and submit to City Engineer. City Engineer will verify measurements and quantities.
- D. The item code (XXXX-108-X-X) refers to the following:
 - 1. First four numbers: SUDAS Standard Specifications Section number.
 - 2. Second three numbers: Article 1.08 Measurement and Payment within SUDAS Specifications Section.
 - 3. Last letter and number: Pay item category within SUDAS Specifications Section under article 1.08 Measurement and Payment.
 - 4. Note, the second three numbers, 108, may be omitted.
- E. All the listed requirements within the referenced SUDAS Standard Specifications Sections are applicable in their entirety unless otherwise noted in the contract documents.

1.02 DESCRIPTION OF BASE BID UNIT PRICE ITEMS (ESTIMATE REFERENCE NOTES)

- A. See C sheets.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

PART 1 GENERAL

1.01 SUBMITTAL PROCEDURES

- A. Submit electronically when required by Specification Sections. Contact City Resident Project Representative (Engineer), for submittal instructions. Shop drawing submittals shall be provided to Owner's Engineering Consultant (Design Engineer).
 - 1. Ms. Karmen K Heim with Stanley Consultants, Inc. heimkarmen@stanleygroup.com
- B. Definition of Engineer for shop drawings submittal review applies to Design Engineer or Owner's Engineering Consultant unless otherwise instructed.
- C. Engineer will make internal distribution to the Owner and other interested parties.
- D. Submittals shall be in English language.
- E. Weights, measures, and units shall be English units with SI metric values following in parenthesis.
- F. Symbols and drawings shall conform to ANSI Y32.2/IEEE 315/CSA Z99.
- G. Refer to SUDAS specifications Section 1050 1.05, and Section 1070 1.10 for shop drawing requirements.

1.02 CONTRACTOR RESPONSIBILITIES

- A. Review submittals prior to submission.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance to Specifications.
- C. Coordinate each submittal with other submittals and with requirements of Work and of Contract Documents.
- D. Notify Engineer in writing, at time of submission, of any deviations in submittals from requirements of Contract Documents. Any such deviations permitted by Engineer will require modifications of Contract Documents.
- E. Provide space on Shop Drawings for Contractor and Engineer stamps.
- F. When Shop Drawings are revised for resubmission, identify all changes made since previous submission.
- G. Submittals containing language imposing duties on others (such as verification of dimensions or supply of related information) inconsistent with contract language shall be null and void.
- H. Submittals shall not be used as media for inquiries for information or for verification of information that must be supplied by others to Contractor. Inquiries or verification of information shall be made by separate Contractor submittal using Request for Information (RFI) process.
- I. Begin no fabrication or Work which requires submittal review until return of submittals by Engineer with stamp, as either "Reviewed", "Reviewed as Noted", or "Reviewed as Noted-Resubmit."

- J. Distribute copies of reviewed submittals that carry Engineer stamp as either "Reviewed" or "Reviewed as Noted" as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.03 ENGINEER DUTIES

- A. Review required submittals with reasonable promptness and in accord with schedule, only for general conformance to design concept of Project and compliance with information given in Contract Documents. Review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or program incident thereto. Review of a separate item as such will not indicate approval of assembly in which item functions.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal. Engineer's action on submittals is classified as follows:
 - 1. Reviewed: Submittal has been reviewed and appears to be in conformance to design concept of Project and Contract Documents. Contractor may proceed with fabrication of work in submittal.
 - 2. Reviewed As Noted: Submittal has been reviewed and appears to be in conformance to design concept of Project and Contract Documents, except as noted by reviewer. Contractor may proceed with fabrication of work in submittal with modifications and corrections as indicated by reviewer.
 - 3. Reviewed As Noted-Resubmit: Submittal has been reviewed and appears to be in conformance to design concept of Project and Contract Documents, except as noted by reviewer. Contractor may proceed with fabrication of work in submittal with modifications and corrections as indicated by reviewer. Contractor shall make any corrections indicated by reviewer and resubmit for review.
 - 4. Resubmit: Submittal has been reviewed and appears not to be in conformance to design concept of Project or with Contract Documents. Contractor shall not proceed with fabrication of work in submittal, but instead shall make any corrections required by reviewer and resubmit for review.
 - 5. Returned without Review: Submittal is being returned without having been reviewed because: 1) not required by Contract Documents; 2) grossly incomplete; 3) indicates no attempt at conformance to Contract Documents; 4) cannot be reproduced; 5) lacks Contractor's completed approval stamp; or 6) lacks design professional's seal when required by law or Contract Documents. If submittal is required by Contract Documents, Contractor shall not proceed with Work as detailed in submittal, but instead shall correct defects and resubmit for review.
 - 6. For Information Only: Submittal has not been reviewed but is being retained for informational purposes only.
 - 7. Void: Submittal is voided because it is no longer required or has been superseded by another submittal.
- C. Return one electronic copy of submittals to Contractor. Contractor shall make additional distribution as required.
- D. Review of submittals shall not relieve Contractor from responsibility for any variation from Contract Documents unless Contractor has, in writing, called Engineer's attention to such variation at time of submission, and Engineer has given written concurrence pursuant to Contract Documents to specific variation, nor shall any concurrence by Engineer or other reviewer relieve Contractor from responsibility for errors or omissions in submittals.

1.04 SHOP DRAWINGS SUBMITTALS

- A. Submit for review for limited purpose of checking for conformance to information given and design concept expressed in Contract Documents. Produce copies and distribute in accordance with article "Submittal Procedures" and for record documents purposes as described in Section 01 77 00.
- B. Designate in construction schedule, or in separate coordinated submittal schedule, dates for submission and dates that reviewed submittals will be needed.

- C. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in Work or in work of other contractors.
- D. Present in clear and thorough manner, complete with respect to dimensions, design criteria, materials of construction, and like information to enable review of information as required.
- E. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Drawings.
- F. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- G. Schedule submittals to expedite Project. Coordinate submission of related items.
- H. For each submittal for review, allow a minimum of 15 days to complete review process.
- I. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- J. Shop Drawings shall be submitted in electronic format.
 - 1. Submit electronic copy to Engineer. Specific instructions will be provided after award.
 - 2. Submittal Transmittal form (see pdf attached) shall be provided in Word format for each submittal. MSWord template will be provided after award.
 - 3. Text documents shall be submitted in .pdf format except for the shop drawing Transmittal Form.
 - 4. Drawings shall be submitted in .pdf or .tif format.
 - 5. Electronic submittal shall be suitable for reproduction in black and white.
 - 6. Samples may be submitted to Engineer.
- K. Submittals shall contain:
 - 1. Date of submission and dates of any previous submissions.
 - 2. Project title and number.
 - 3. Contract identification.
 - 4. Names of:
 - a. Contractor.
 - b. Supplier.
 - c. Manufacturer.
 - 5. Identification of product, with Specification section number and article number.
 - 6. Field dimensions, clearly identified as such.
 - 7. Relation to adjacent or critical features of Work or materials.
 - 8. Applicable standards, such as ASTM or Federal Specification numbers.
 - 9. Identification of deviations from Contract Documents.
 - 10. Identification of revisions on resubmittals.
 - 11. An 8" x 3" blank space for Contractor and reviewer stamps.
 - 12. Indication of Contractor's approval, initialed or signed, with wording substantially as follows:

"Contractor represents to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility for doing so and has reviewed or coordinated each submittal with requirements of Work and Contract Documents."
 - 13. If Contract Documents include performance specifications stating required results which can be verified as meeting stipulated criteria, so that further design by Contractor prior to fabrication is necessary, Submittal depicting such design must be prepared under seal of professional engineer licensed in appropriate state and Submittal shall be signed and sealed in accordance with applicable regulations and with following certification statement:

"I hereby certify that this engineering document was prepared by me or under my direct personal supervision, that I am a duly licensed professional engineer under

laws of state of Iowa and I accept responsibility for adequacy of this document to meet criteria stipulated in Contract Documents."

- L. Product Data:
 - 1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 - 2. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- M. Design data:
 - 1. Submit for Engineer's knowledge as contract administrator or for Owner.
 - 2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- N. Test reports:
 - 1. Submit for Engineer's knowledge as contract administrator or for Owner.
 - 2. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- O. Certificates:
 - 1. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor.
 - 2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 3. Certificates may be recent or previous test results on material or product, but must be acceptable to reviewer.
- P. Manufacturer's instructions:
 - 1. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
 - 2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- Q. Manufacturer's field reports:
 - 1. Submit report within 30 days of observation for information.
 - 2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- R. Operations and maintenance manuals:
 - 1. Designate in construction schedule, or in separate coordinated schedule, dates for submission and dates that reviewed operations and maintenance manuals will be needed.
 - 2. Operations and maintenance manuals shall be presented in clear and thorough manner, complete with respect to dimensions, design criteria, materials of construction, and like information to enable reviewer to review information as required. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Drawings.

1.05 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in submittals required by Engineer and resubmit until stamped as either "Reviewed," "Reviewed as Noted," or "For Information Only."
- B. Text and depictions changed on Submittal shall be back-circled (clouded).
- C. Engineer will assume that portions of Submittal not back-circled have not been changed by Contractor from previous submission.
- D. Indicate revision number and date in document revision block.

1.06 DISTRIBUTION

- A. Distribute reproductions of Shop Drawings which carry Engineer stamp as either "Reviewed" or "Reviewed as Noted" to:
 - 1. Job site file.
 - 2. Record Documents file.
 - 3. Other affected contractors.
 - 4. Subcontractors.
 - 5. Supplier or fabricator.
- B. Distribute Samples which carry Engineer stamp as either "Reviewed" or "Reviewed as Noted" as directed by Engineer.

1.07 PHOTOGRAPHIC DOCUMENTATION

- A. At Contractor's option, provide photographs of Site and construction throughout progress of Work in a format acceptable to Engineer.
- B. At Contractor's option, submit photographs with Application for Payment demonstrating completion of pay items.
- C. Deliver digital files to Owner with Project Record Documents. Catalog and index in chronological sequence; provide typed table of contents.

1.08 VIDEO DOCUMENTATION OF EXISTING CONDITIONS

- A. Prior to construction, perform video recording along route of new sanitary and storm sewers. Recording shall document significant features that may be affected by construction activity.
- B. See Special Provisions section 00 75 00 for requirements.

1.09 SUBMITTAL TRANSMITTAL FORM PROCEDURES

- A. Submittals shall be accompanied by completed copies of Submittal Transmittal form, bound herein. An electronic version of transmittal form is available and may be obtained from Engineer. Reproduce additional copies required.
- B. Submit copies of transmittal form for initial submittals and resubmittals. Sequentially number transmittal form. Revise submittals with original number and sequential alphabetic suffix.
- C. Prior to submittal, complete information under heading "Contractor's Transmittal."
- D. Engineer will complete information under "Reviewer's Action."
- E. Do not include submittals for more than one section of Specifications on Submittal Transmittal form.
- F. Minimize file size of submittal shall be 10 MB or less. Submit shop drawings in small logical batches rather than large batches that require the Engineering reviewer to organize. Submittals should be organized by Contractor and their subcontractors or suppliers.
- G. Identify project title, location, and number and contract title and number.
- H. Identify preparer name and, submittal number, including preparer's submittal revision number.
- I. A brief description under "Title" should clearly identify specific application of equipment or material covered by Submittal, utilizing where possible same title used in Drawings and Specifications.
- J. Identify Specification Section number.

- K. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of Work and Contract Documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

Transmittal No. _____ Project No. 17660.60.00 Contract No. 6A and 6B Date Received _____ Date Distributed _____ Project Location City of Muscatine, IA Contract Title West Hill Area – Sanitary and Storm Sewer Separation – Phase 6A and 6B Project Title _____										
CONTRACTOR'S TRANSMITTAL					ENGINEER'S/ARCHITECT'S ACTION					
					STATUS ABBREVIATIONS R - Reviewed RN - Reviewed as Noted RNR - Reviewed as Noted Resubmit RS - Resubmit RET - Returned Without Review FIO - For Information Only V - Void					
Preparer		Preparer Submittal No.		Rev No.	Title			Section	Dwg No.	Status
CONTRACTOR's Remarks					ENGINEER'S/ARCHITECT'S Remarks					
Address										
By					By					
Date					Date					
Action of any kind on drawings by ENGINEER/ARCHITECT does not relieve CONTRACTOR from responsibility for errors, correctness of details, or conformance to the Contract.					 Stanley Consultants					

PART 1 GENERAL

1.01 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from as needed for construction operation. Contractor is responsible for making arrangements with local electric utility if a source of power is needed.

1.02 TEMPORARY WATER SERVICE

- A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. At end of construction, remove enclosure and return site to original condition.
- C. See SUDAS 1070, 2.01 for worker sanitary conveniences.

1.04 MAINTENANCE OF SERVICES

- A. See SUDAS Section 1070, 2.14 and Section 11,030 for maintaining postal service and solid waste collection during construction.

1.05 FIELD OFFICES AND SHEDS

- A. If Contractor requires a field office or shed, coordinate location with Owner.
- B. Furnish and maintain separate field office for use by Owner. Use of office includes but is not limited to:
 - 1. Storing test equipment.
 - 2. Storage of field files.
 - 3. Central location for full-size Record Drawings (as-built) markup set.
 - 4. Small on-site meetings.
 - 5. Any other designated use.
- C. Office: Weathertight, insulated, with lighting, windows, electrical outlets, internet access, heating, cooling and ventilating equipment, and equipped with sturdy furniture including drawing display table/desk.
- D. Furnish Owner field office prior to commencing work. Maintain building in a satisfactory state of repair. Supply heating, cooling, electricity, and drinking water.
- E. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

1.06 VEHICULAR ACCESS

- A. Extend and relocate as Work progress requires, provide detours as necessary for unimpeded traffic flow. Location as approved by Owner.
- B. Provide unimpeded access for emergency vehicles. Maintain 20' (6 m) width driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants and control valves free of obstructions.

- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Existing on-site roads may be used for construction traffic.

1.07 CONSTRUCTION PARKING

- A. Arrange for temporary surface parking areas to accommodate construction personnel. Locate as approved by Owner.
- B. When site space is not adequate, provide additional off-site parking.
- C. Use of existing on-site streets and driveways used for construction traffic is not permitted. Tracked vehicles not allowed on paved areas.
- D. Use of existing parking facilities used by construction personnel is not permitted.
- E. Do not allow heavy vehicles or construction equipment in parking areas.
- F. Do not allow vehicle parking on existing pavement.
- G. Permanent pavements and parking facilities:
 - 1. Prior to Substantial Completion the base for permanent roads and parking areas may be used for construction traffic.
 - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
- H. Maintenance:
 - 1. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- I. Removal, repair:
 - 1. Remove temporary materials and construction when permanent paving is usable.
 - 2. Repair existing and permanent facilities damaged by use, to original or condition.
- J. Mud from site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.08 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

1.09 PROJECT IDENTIFICATION

- A. Project identification sign:
 - 1. Provided by Owner for project use.
 - 2. Two printed signs of size, construction, and design as shown on Drawings.
 - 3. Size lettering to provide legibility from at least 30' (9 m) distance.
 - 4. Content:
 - a. Project title, logo and name of Owner as indicated on Contract Documents.
 - b. Company names of Engineer
 - c. Name of prime Contractor.
 - 5. Graphic design, logo, name, and byline colors, style of lettering: As shown on Drawings.

6. Lettering: Series C of Standard Alphabet for Highway Signs, Public Roads Administration, Federal Works Agency.
 7. Obtain approval from Owner for final approval of sign content.
- B. Design sign and structure to withstand 60 miles/hr (100 km/hr) wind velocity.
- C. Sign printer: Experienced as a professional sign printer for minimum 3 years.
- D. Finishes, printed: Adequate to withstand weathering, fading, and chipping for duration of construction.
- E. Show content, layout, lettering, color.
- F. Sign materials:
1. Structure and framing: Use new structurally adequate materials
 2. Sign surfaces: Exterior grade plywood with medium density overlay, minimum 3/4" (19 mm) thick, standard large sizes to minimize joints.
 3. Rough hardware: Galvanized.
 4. Paints and primers: As shown on Drawings.
- G. Installation:
1. Install project identification sign prior to mobilizing to Project site.
 2. Erect at location determined by the Owner.
 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 4. Install sign surface plumb and level, with butt joints. Anchor securely.
 5. Paint exposed surfaces of sign, supports, and framing.
- H. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- I. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.
- J. Refer to detail on A.02 drawings for project sign.

1.10 TRAFFIC REGULATION

- A. Reference SUDAS Section 1070, 2.06 and to SUDAS Section 8030 for additional traffic control requirements and J series drawings.
- B. Quality assurance:
1. IDOT Standard Specifications.
 2. U. S. Department of Transportation Federal Highway Administration "Manual on Uniform Traffic Control Devices for Streets and Highways," current edition, as amended.
- C. Traffic control devices may be new or used but shall meet standards of IDOT Standard Specification.
- D. Portable generators shall not be used to power traffic control devices within 300' of residential dwellings, including apartments, between hours of 10:00 pm and 7:00 am.
- E. Owner will furnish "NO PARKING" signs to facilitate removal of parked cars ahead of scheduled work. Contractor responsible for installation and maintenance of signs 48 hours in advance of when cars must be removed. Contractor shall contact the City's Roadway Maintenance Supervisor, City of Muscatine Public Works Department (563-263-8933) prior to installation of "NO PARKING" signs.
- F. Monitor condition of traffic control facilities at all times, including non-work hours. Repair or replace as necessary.

- G. Signs, signals, and devices:
 - 1. Post-mounted and-wall mounted traffic control and informational signs: At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Traffic cones and drums, flares and lights: As approved by local jurisdictions.
 - 3. Flagger equipment: As required by local jurisdictions.
 - 4. Relocate as Work progresses, to maintain effective traffic control.
- H. Flaggers: Provide trained and equipped flaggers to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- I. Flares and lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- J. Haul routes:
 - 1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access. Determine haul roads with approval of agency having jurisdiction over proposed roadway.
 - 2. Confine construction traffic to designated haul routes.
 - 3. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.
 - 4. Make condition survey of haul roads prior to use and document with necessary photographs and written descriptions. Refer to Special Provisions for details on Existing Conditions Video Record.
 - 5. Keep reasonably free from dirt, dust, mud, and other debris from construction operations.
 - 6. Clean a minimum of twice a week.
 - 7. Repair damaged haul routes to match existing conditions before use.
- K. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.
 - 3. Remove post settings to a depth of 2' (600 mm).

1.11 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.12 ENCLOSURES AND FENCING

- A. Construction: Plastic construction netting.
- B. Provide a minimum of 4' (1.2 m) high fence around open excavations and areas of work that require protection.
- C. Maintain protective construction fencing of open excavations at the end of workday and during periods of no construction activity.

1.13 SECURITY

- A. Security program:
 - 1. Protect Work existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
 - 3. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.
- B. Entry control:
 - 1. Restrict entrance of persons and vehicles into Project site
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Owner and Contractor shall control entrance of persons and vehicles related to Owner's operations.

1.14 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.15 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. Refer to SUDAS Section 1070, 2.10 and Section 9040 for Dust Control.

1.16 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Inspect project site weekly to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Provide methods, means and measures to minimize erosion and sedimentation of soils disturbed as a result of the project construction activities. See SWPPP and Section 9040 for Erosion Control Requirements.
- G. Utilize SWPPP forms for contractor and subcontractor certification, contractor training log, site inspection report, and SWPPP amendment log. Example forms are provided in Project Manual.

1.17 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.18 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.

1.19 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.20 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2' (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

WEST HILL AREA
SANITARY AND STORM SEWER SEPARATION
PHASE 6A AND 6B

MUSCATINE, IOWA

Owner Certification Statement – Storm Water Pollution Prevention Plan

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SIGNATURE (City of Muscatine Representative)

DATE

NAME (City of Muscatine Representative)

TITLE

City of Muscatine, Iowa
NAME

TELEPHONE NO.

COMPANY ADDRESS

SITE ADDRESS

KEEP A COPY OF THIS SIGNED CERTIFICATION WITH THE STORM WATER POLLUTION PREVENTION PLAN.

WEST HILL AREA
SANITARY AND STORM SEWER SEPARATION
PHASE 6A AND 6B

MUSCATINE, IOWA

Certification Statement

I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the Owner and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Water Pollution Prevention Plan developed under this NPDES permit and the terms of the NPDES permit.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SIGNATURE

DATE

NAME

TITLE

COMPANY NAME

TELEPHONE NO.

COMPANY ADDRESS

SITE ADDRESS

KEEP A COPY OF THIS SIGNED CERTIFICATION WITH THE STORM WATER POLLUTION PREVENTION PLAN. FORWARD A COPY TO THE OWNER.

SWPPP TRAINING LOG

Project Name _____
Project Number _____

[illegible]

Stormwater Construction Site Inspection Report

General Information			
Project Name			
NPDES Tracking No.		Location	
Date of Inspection		Start/End Time	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Inspector's Qualifications			
Describe present phase of construction			
Type of Inspection: ☐ Regular ☐ Pre-storm event ☐ During storm event ☐ Post-storm event			
Weather Information			
Has there been a storm event since the last inspection? ☐ Yes ☐ No If yes, provide: Storm Start Date & Time: Storm Duration (hrs): Approximate Amount of Precipitation (in):			
Weather at time of this inspection? ☐ Clear ☐ Cloudy ☐ Rain ☐ Sleet ☐ Fog ☐ Snowing ☐ High Winds ☐ Other: Temperature:			
Have any discharges occurred since the last inspection? ☐ Yes ☐ No If yes, describe:			
Are there any discharges at the time of inspection? ☐ Yes ☐ No If yes, describe:			

Site-specific BMPs

- Number the structural and non-structural BMPs identified in your SWPPP on your site map and list them below (add as many BMPs as necessary). Carry a copy of the numbered site map with you during your inspections. This list will ensure that you are inspecting all required BMPs at your site.
- Describe corrective actions initiated, date completed, and note the person that completed the work in the Corrective Action Log.

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
1		☐ Yes ☐ No	☐ Yes ☐ No	
2		☐ Yes ☐ No	☐ Yes ☐ No	
3		☐ Yes ☐ No	☐ Yes ☐ No	
4		☐ Yes ☐ No	☐ Yes ☐ No	
5		☐ Yes ☐ No	☐ Yes ☐ No	
6		☐ Yes ☐ No	☐ Yes ☐ No	
7		☐ Yes ☐ No	☐ Yes ☐ No	
8		☐ Yes ☐ No	☐ Yes ☐ No	
9		☐ Yes ☐ No	☐ Yes ☐ No	
10		☐ Yes ☐ No	☐ Yes ☐ No	
11		☐ Yes ☐ No	☐ Yes ☐ No	
12		☐ Yes ☐ No	☐ Yes ☐ No	

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
13		☐ Yes ☐ No	☐ Yes ☐ No	
14		☐ Yes ☐ No	☐ Yes ☐ No	
15		☐ Yes ☐ No	☐ Yes ☐ No	
16		☐ Yes ☐ No	☐ Yes ☐ No	
17		☐ Yes ☐ No	☐ Yes ☐ No	
18		☐ Yes ☐ No	☐ Yes ☐ No	
19		☐ Yes ☐ No	☐ Yes ☐ No	
20		☐ Yes ☐ No	☐ Yes ☐ No	

Overall Site Issues

Below are some general site issues that should be assessed during inspections. Customize this list as needed for conditions at your site.

	BMP/activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
1	Are all slopes and disturbed areas not actively being worked properly stabilized?	☐ Yes ☐ No	☐ Yes ☐ No	
2	Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	☐ Yes ☐ No	☐ Yes ☐ No	
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	☐ Yes ☐ No	☐ Yes ☐ No	
4	Are discharge points and receiving waters free of any sediment deposits?	☐ Yes ☐ No	☐ Yes ☐ No	
5	Are storm drain inlets properly protected?	☐ Yes ☐ No	☐ Yes ☐ No	
6	Is the construction exit preventing sediment from being tracked into the street?	☐ Yes ☐ No	☐ Yes ☐ No	
7	Is trash/litter from work areas collected and placed in covered dumpsters?	☐ Yes ☐ No	☐ Yes ☐ No	
8	Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	☐ Yes ☐ No	☐ Yes ☐ No	

	BMP/activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
9	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	☐ Yes ☐ No	☐ Yes ☐ No	
10	Are materials that are potential stormwater contaminants stored inside or under cover?	☐ Yes ☐ No	☐ Yes ☐ No	
11	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	☐ Yes ☐ No	☐ Yes ☐ No	
12	(Other)	☐ Yes ☐ No	☐ Yes ☐ No	

Non-Compliance

Describe any incidents of non-compliance not described above:

CERTIFICATION STATEMENT

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Print name and title: _____

Signature: _____ Date: _____

Stormwater Discharge from Construction Activities

SWPPP Amendment Log

Project Name: _____

Project Number: _____

Amendment No.	Date	Brief Description of Amendment	Prepared By

The Amendment Log should include additions of new BMPs, replacement of failed BMPs, significant changes in the activities or timing on the project, changes in personnel, updates to site maps, etc.

SWPPP is a living document – all changes and amendments are required by EPA to be documented.

PART 1 GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the Work or designated portion thereof is substantially complete, submit written notice, with list of items to be completed or corrected.
- B. Within reasonable time, Engineer will inspect to determine status of completion.
- C. Should Engineer determine that Work is not substantially complete, it will promptly notify Contractor in writing, giving reasons therefor.
- D. Contractor shall remedy deficiencies, and send second written notice of substantial completion, and Engineer will reinspect Work.
- E. When Engineer determines that Work is substantially complete, it will prepare Certificate of Substantial Completion.

1.02 FINAL COMPLETION

- A. When the Contractor considers the Work is complete, it shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
 - 4. Equipment and systems have been tested in presence of Owner's representative and are operational.
 - 5. Work is complete and ready for final inspection.
- B. Engineer will inspect to verify status of completion with reasonable promptness.
- C. Should Engineer consider that Work is incomplete or defective, it will promptly notify Contractor in writing, listing incomplete or defective Work.
- D. Contractor shall take immediate steps to remedy deficiencies and send second written certification that Work is complete, and Engineer will reinspect Work.
- E. When Engineer finds Work is acceptable, it will consider closeout submittals.

1.03 REINSPECTION FEES

- A. Should Engineer perform reinspections due to failure of Work to comply with claims made by Contractor, Owner will compensate Engineer for such additional services and deduct amount of such compensation from final payment to Contractor.

1.04 CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
- B. Project record documents: In accordance with Article 1.05.
- C. Warranties and Bonds: In accordance with Article 1.06.
- D. Evidence of payment and release of liens: In lieu of releases or waivers of Liens, if approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor demonstrating subcontractors and suppliers have been paid.

- E. Consent of Surety to final payment.
- F. Certificates of insurance for products and completed operations.

1.05 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Size, type, measured horizontal and vertical locations of all underground utilities and appurtenances encountered in excavations, referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract Drawings.
 - 4. Rim elevations of all manholes and inlets and invert elevations on all pipes entering or exiting all new or modified manholes and inlets.
 - 5. Coordinates for location of all new or modified manholes.
 - 6. Station, size, depth, and location of all sanitary services connected to new sanitary sewers.
 - 7. Station, size, depth, and location of all storm sewers connected to new storm sewers.
 - 8. Information provided shall be compatible with City of Muscatine datum and Muscatine Area Geographic Information Consortium (MAGIC).
 - 9. Drawings will be electronically prepared by land surveyor. Contractor shall coordinate directly with land surveyor on Record Drawing production and data collection.
 - 10. Provide 5 hard copy sets of Record Drawings and one electronic copy of Record Drawings to Owner
- G. Submit documents to Engineer prior to substantial completion.
- H. Failure to keep record drawings up-to-date as the construction progresses shall be grounds for denial of payment.

1.06 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify that documents are in proper form, contain full information, and are notarized.

- D. Co-execute submittals when required.
- E. Provide Table of Contents and assemble in 3-D side ring binder with durable cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

1.07 ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting, reflecting adjustments to Contract Price:
- B. Original Contract Price.
- C. Additions and deductions resulting from:
 - 1. Previous Change Orders.
 - 2. Allowances.
 - 3. Unit prices.
 - 4. Deductions for uncorrected Work.
 - 5. Penalties and bonuses.
 - 6. Deductions for liquidated damages.
 - 7. Deductions for reinspection payments.
 - 8. Other adjustments.
- D. Total Contract Price, as adjusted.
- E. Previous payments.
- F. Sum remaining due.
- G. Engineer will issue final Change Order, reflecting approved adjustments to Contract Price not previously made by Change Orders.

1.08 APPLICATION FOR FINAL PAYMENT

- A. Submit Application for Final Payment in accordance with procedures and requirements in conditions of Contract.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

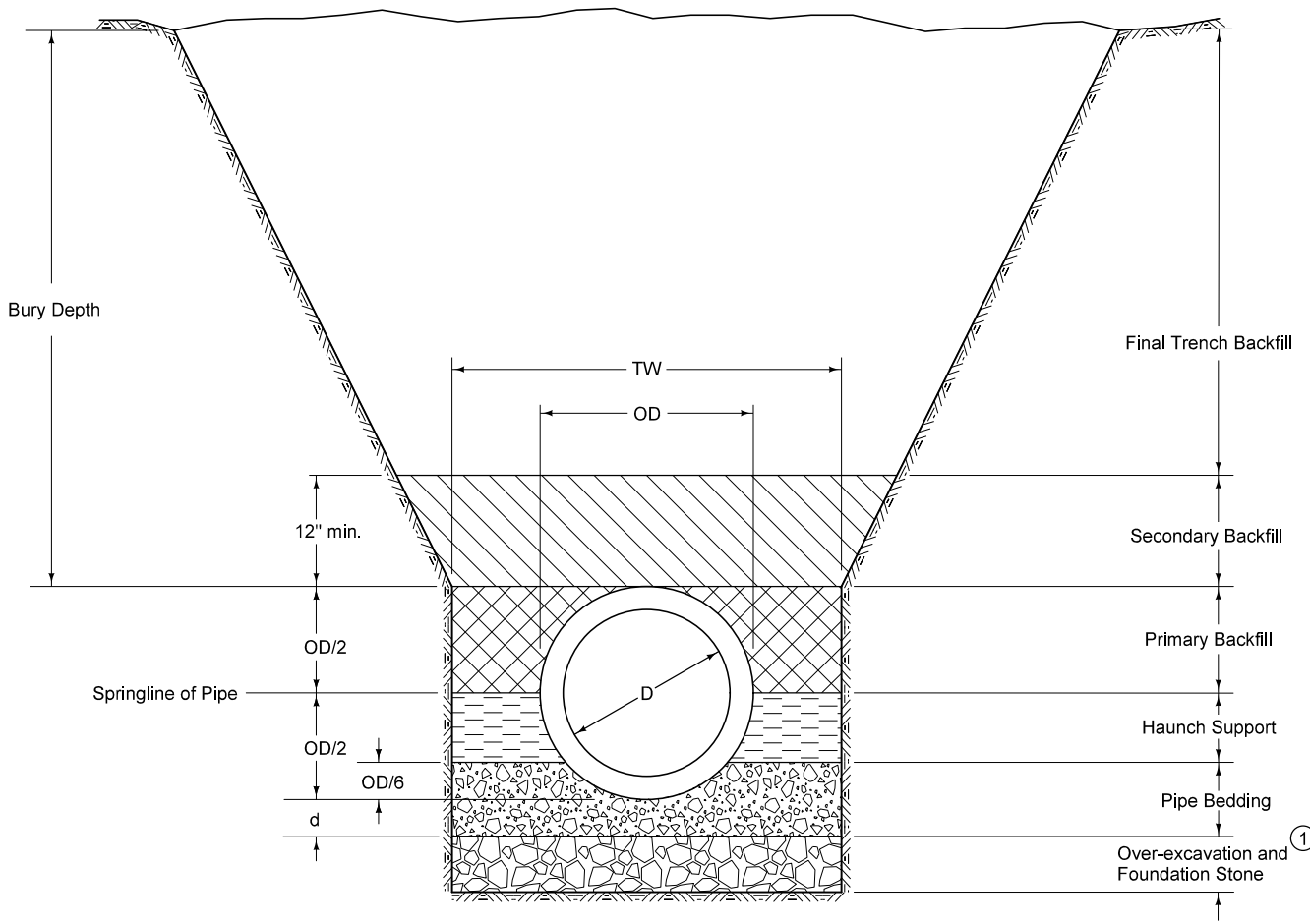
NOT USED

END OF SECTION

West Hill Area – Sanitary and Storm Sewer Separation – Phase 6A and 6B
Applicable SUDAS Details

Refer to the contract documents for specific material and placement requirements.

① Required only when specified in the contract documents or when directed by the Engineer.

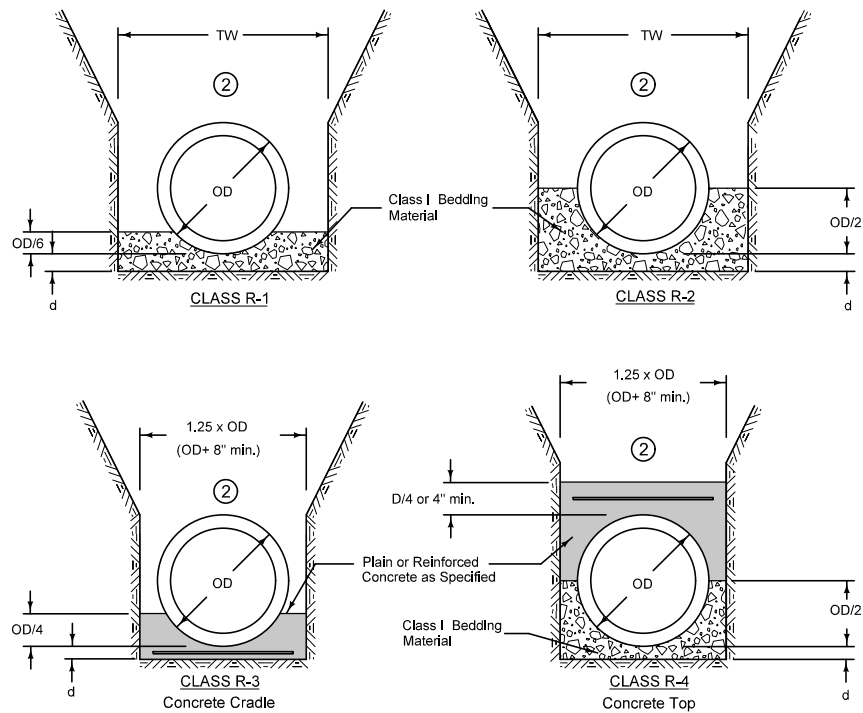


Key

- OD = Outside diameter of pipe
- D = Inside diameter of pipe
- TW = Trench width at top of pipe
- d = Depth of bedding material below pipe

FIGURE 3010.101 SHEET 1 OF 1

		REVISION	
		1	04-17-18
FIGURE 3010.101	STANDARD ROAD PLAN	SW-101	
		SHEET 1 of 1	
REVISIONS: Replaced Iowa DOT and SUDAS logos.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
TRENCH BEDDING AND BACKFILL ZONES			

RCP AND VCP CIRCULAR PIPE BEDDING ^①

Refer to sheet 2 for bury depth restrictions.

- ① Use Bedding Class R-1 or R-2 unless specified otherwise.
- ② Place remainder of bedding and backfill materials as specified in the contract documents.

Key

- OD = Outside diameter of pipe
- OS = Outside span of pipe
- TW = Trench width at top of pipe:
Min. = OD+18 inches
Max. = $1.25 \times OD + 12$ inches OR
54 inches (whichever is greater)
- d = Depth of bedding material below pipe:
OD/8 or OS/8, OR 4 inches
(whichever is greater)

REINFORCED CONCRETE ARCH AND ELLIPTICAL PIPE BEDDING

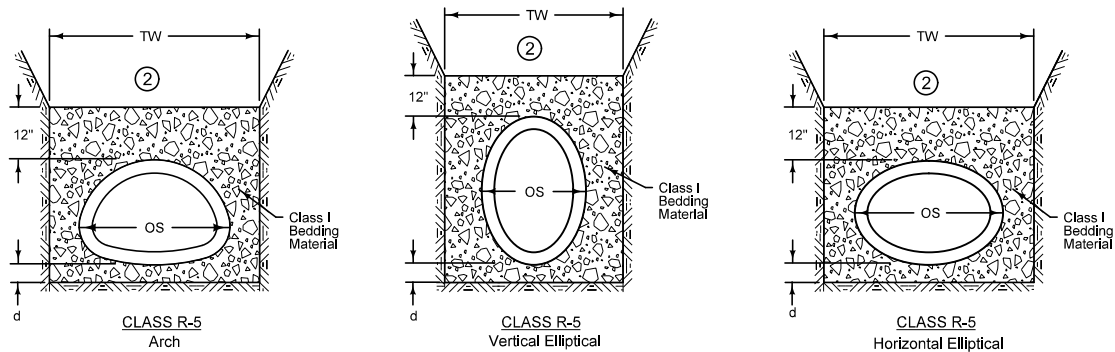


FIGURE 3010.102 SHEET 1 OF 2

SUDAS	IOWADOT	REVISION
		4 04-20-21
		SW-102
FIGURE 3010.102	STANDARD ROAD PLAN	SHEET 1 of 2
REVISIONS: Added note DO NOT USE ON PRIMARY ROADWAYS.		
Paul D. Weigand SUDAS DIRECTOR		
Design Methods Engineer DESIGN METHODS ENGINEER		
RIGID GRAVITY PIPE TRENCH BEDDING		

ALLOWABLE BURY DEPTH

CLASS III RCP

Pipe Diameter (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
12	7'	10'	15'	19'	27'
15	8'	10'	16'	19'	27'
18	8'	11'	16'	20'	40'
21	8'	11'	18'	26'	40'
24	8'	12'	23'	36'	40'
27	10'	15'	30'	40'	40'
30	11'	15'	29'	40'	40'
33	11'	15'	28'	40'	40'
36	11'	15'	27'	40'	40'
42	11'	15'	26'	38'	40'
48	11'	15'	26'	36'	40'
54	11'	15'	25'	34'	40'
60	11'	15'	25'	33'	40'
66	11'	15'	24'	32'	40'
72	11'	15'	24'	32'	40'

As = Area of Steel Reinforcing

CLASS IV RCP

Pipe Diameter (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
12	12'	15'	23'	28'	40'
15	12'	16'	23'	30'	40'
18	13'	16'	29'	40'	40'
21	13'	18'	40'	40'	40'
24	16'	23'	40'	40'	40'
27	19'	30'	40'	40'	40'
30	19'	29'	40'	40'	40'
33	19'	28'	40'	40'	40'
36	19'	28'	40'	40'	40'
42	18'	27'	40'	40'	40'
48	18'	26'	40'	40'	40'
54	18'	25'	40'	40'	40'
60	18'	25'	40'	40'	40'
66	18'	25'	40'	40'	40'
72	18'	24'	40'	40'	40'

As = Area of Steel Reinforcing

CLASS V RCP

Pipe Diameter (in)	Class R-1 Bedding	Class R-2 Bedding	Class R-3 & R-4 Bedding		
			No Steel	As=0.4%	As=1.0%
12	18'	23'	35'	40'	40'
15	19'	24'	40'	40'	40'
18	19'	30'	40'	40'	40'
21	25'	40'	40'	40'	40'
24	34'	40'	40'	40'	40'
27	40'	40'	40'	40'	40'
30	40'	40'	40'	40'	40'
33	40'	40'	40'	40'	40'
36	40'	40'	40'	40'	40'
42	37'	40'	40'	40'	40'
48	35'	40'	40'	40'	40'
54	33'	40'	40'	40'	40'
60	32'	40'	40'	40'	40'
66	31'	40'	40'	40'	40'
72	31'	40'	40'	40'	40'

As = Area of Steel Reinforcing

EXTRA STRENGTH VCP

Pipe Dia. (in)	Bedding Class				
	R-1	R-2	R-3 & R-4		
			No Steel	As=0.4%	As=1.0%
6	25'	30'	30'	30'	30'
8	20'	26'	30'	30'	30'
10	18'	23'	30'	30'	30'
12	16'	20'	30'	30'	30'
15	15'	19'	28'	30'	30'
18	14'	18'	30'	30'	30'
21	15'	22'	30'	30'	30'
24	18'	28'	30'	30'	30'
27	20'	30'	30'	30'	30'
30	19'	29'	30'	30'	30'
33	20'	30'	30'	30'	30'
36	20'	30'	30'	30'	30'
39	19'	29'	30'	30'	30'
42	18'	26'	30'	30'	30'

As = Area of Steel Reinforcing

CONCRETE ARCH PIPE

Pipe Size (in x in)	Equiv. Dia. (in)	Pipe Class	
		A-III	A-IV
18 x 11	15	6'	11'
22 x 13	18	6'	11'
26 x 15	21	6'	13'
29 x 18	24	7'	15'
36 x 22	30	8'	15'
44 x 27	36	8'	14'
51 x 31	42	8'	15'
58 x 36	48	8'	15'
65 x 40	54	8'	15'
73 x 45	60	8'	14'
88 x 54	72	9'	14'

Based on Class R-5 bedding

HORIZONTAL ELLIPTICAL RCP

Pipe Size (in x in)	Equiv. Dia. (in)	Pipe Class	
		HE-III	HE-IV
14 x 23	18	12'	22'
19 x 30	24	15'	29'
22 x 34	27	15'	28'
24 x 38	30	15'	27'
27 x 42	33	15'	27'
29 x 45	36	15'	26'
32 x 49	39	15'	26'
34 x 54	42	15'	25'
38 x 60	48	15'	25'
43 x 68	54	15'	24'
48 x 76	60	15'	24'
53 x 83	66	15'	24'
58 x 91	72	15'	24'
63 x 98	78	15'	23'
68 x 106	84	15'	23'

Based on Class R-5 bedding

VERTICAL ELLIPTICAL RCP

Pipe Size (in x in)	Equiv. Dia. (in)	Pipe Class			
		VE-III	VE-IV	VE-V	VE-VI
23 x 14	18	10'	15'	22'	33'
30 x 19	24	10'	16'	34'	40'
34 x 22	27	11'	20'	40'	40'
38 x 24	30	12'	23'	40'	40'
42 x 27	33	15'	30'	40'	40'
45 x 29	36	15'	29'	40'	40'
49 x 32	39	15'	29'	40'	40'
54 x 34	42	15'	28'	40'	40'
60 x 38	48	15'	27'	40'	40'
68 x 43	54	15'	27'	40'	40'
76 x 48	60	15'	26'	40'	40'
83 x 53	66	15'	25'	40'	40'
91 x 58	72	15'	25'	40'	40'
98 x 63	78	15'	25'	40'	40'
106 x 68	84	15'	24'	40'	40'

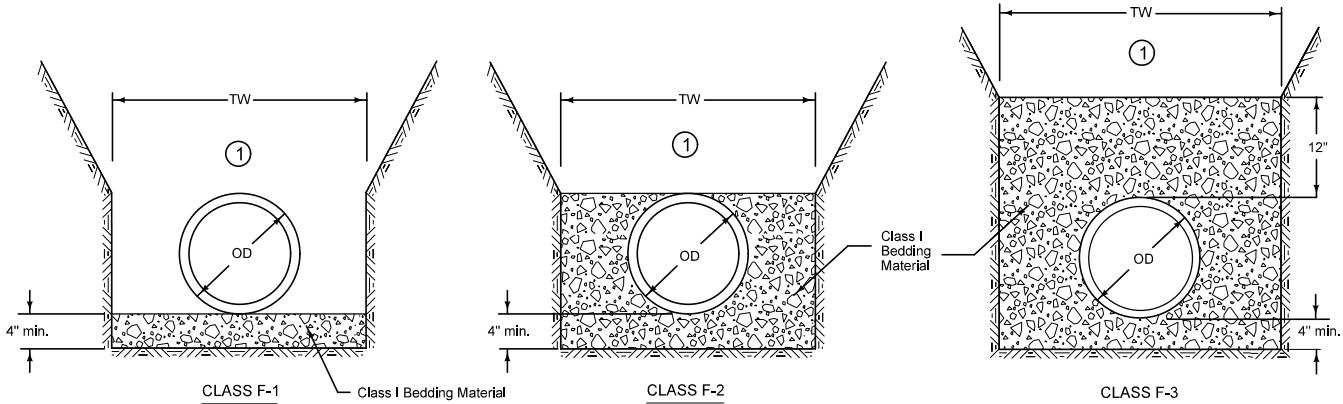
Based on Class R-5 bedding

FIGURE 3010.102 SHEET 2 OF 2

 SUDAS	 IOWADOT	REVISION	
		4	04-20-21
		FIGURE 3010.102	
STANDARD ROAD PLAN		SW-102	
		SHEET 2 of 2	
REVISIONS: Added note DO NOT USE ON PRIMARY ROADWAYS.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
RIGID GRAVITY PIPE TRENCH BEDDING			

DO NOT USE ON PRIMARY ROADWAYS

BEDDING CLASSES



- 1 Place remainder of bedding and backfill materials as specified in the contract documents.
- 2 Minimum depth of bury 12 inches or as specified by the manufacturer.

ALLOWABLE BEDDING CLASSES

PIPE MATERIAL	STORM SEWER	SANITARY SEWER
Ductile Iron	F-1, F-2, F-3	F-1, F-2, F-3
HDPE	F-2, F-3	Not allowed
Polypropylene	F-2, F-3	F-3
PVC	F-2, F-3	F-3

Key

OD = Outside diameter of pipe
TW = Trench width at top of pipe:
Min. = OD+18 Inches OR 1.25xOD+12 Inches
(whichever is greater)

ALLOWABLE BURY DEPTH²

PVC PIPE

Pipe Diameter (in)	ASTM D 3034			ASTM F 679	ASTM F 949	ASTM F 1803	ASTM D 2680
	Solid Wall			Solid Wall	Corrug. Exterior	Closed Profile	Composite (Truss Type)
	SDR 23.5	SDR 26	SDR 35				
8	30'	28'	24'	---	24'	---	32'
10	30'	28'	24'	---	24'	---	32'
12	30'	28'	24'	---	24'	---	32'
15	30'	28'	24'	---	24'	---	32'
18	---	---	---	24'	24'	---	---
21	---	---	---	24'	24'	24'	---
24	---	---	---	24'	24'	24'	---
27	---	---	---	24'	---	24'	---
30	---	---	---	24'	24'	24'	---
33	---	---	---	24'	---	---	---
36	---	---	---	24'	24'	24'	---
42	---	---	---	24'	---	24'	---
48	---	---	---	24'	---	24'	---
54	---	---	---	---	---	24'	---
60	---	---	---	---	---	24'	---

DUCTILE IRON, AWWA C151, CLASS 52

Pipe Diameter (in)	Class F-1 Bedding	Class F-2 Bedding	Class F-3 Bedding
4	40'	40'	40'
6	40'	40'	40'
8	40'	40'	40'
10	40'	40'	40'
12	37'	40'	40'
14	31'	40'	40'
16	28'	37'	40'
18	25'	34'	40'
20	23'	32'	40'
24	20'	29'	38'
30	18'	23'	31'
36	18'	22'	30'
42	17'	21'	29'
48	16'	19'	27'
54	16'	19'	27'

HDPE PIPE

Pipe Diameter (in)	AASHTO M 294
12	8'
15	9'
18	9'
24	9'
30	9'
36	9'
42	8'
48	8'
54	8'
60	8'

POLYPROPYLENE PIPE

Pipe Diameter (in)	ASTM F 2764
12	24'
15	25'
18	22'
24	20'
30	22'
36	21'
42	22'
48	23'
54	21'
60	21'

FIGURE 3010.103 SHEET 1 OF 1



FIGURE 3010.103

STANDARD ROAD PLAN

REVISION

4 04-20-21

SW-103

SHEET 1 of 1

REVISIONS: Added note DO NOT USE ON PRIMARY ROADWAYS.



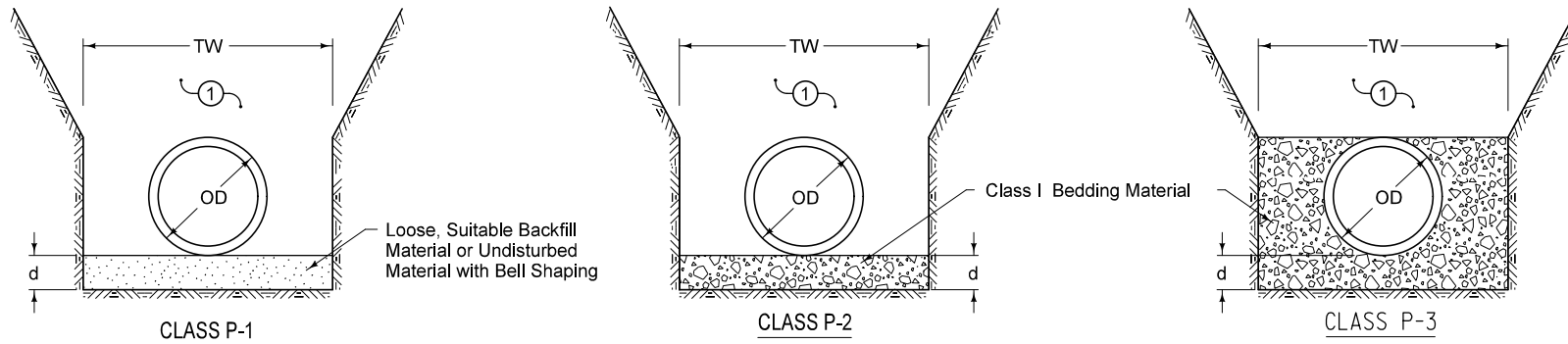
SUDAS DIRECTORDESIGN METHODS ENGINEER

FLEXIBLE GRAVITY PIPE

TRENCH BEDDING

DO NOT USE ON PRIMARY ROADWAYS

BEDDING CLASSES



ALLOWABLE BURY DEPTH

DUCTILE IRON, AWWA C151, CLASS 52

Pipe Diameter (inches)	Class P-1 Bedding	Class P-2 Bedding	Class P-3 Bedding
4	40'	40'	40'
6	40'	40'	40'
8	40'	40'	40'
10	36'	40'	40'
12	31'	40'	40'
14	26'	40'	40'
16	23'	37'	40'
18	20'	34'	40'
20	18'	32'	40'
24	16'	29'	38'
30	13'	23'	31'
36	13'	22'	30'
42	13'	21'	29'
48	13'	19'	27'
54	13'	19'	27'

PVC, AWWA C900, DR18

Pipe Diameter (inches)	Class P-1 Bedding	Class P-2 Bedding	Class P-3 Bedding
4	19'	23'	40'
6	19'	23'	40'
8	19'	23'	40'
10	19'	23'	40'
12	19'	23'	40'
14	19'	23'	40'
16	19'	23'	40'
18	19'	23'	40'
20	19'	23'	40'
24	19'	23'	40'

- ① Place remainder of bedding and backfill material as specified in the contract documents.

Key

- OD = Outside diameter of pipe
- TW = Trench width at top of pipe:
Min. = OD+18 inches OR 1.25xOD+12 inches
(whichever is greater)
- d = Depth of bedding material below pipe:
Min. = OD/8 OR 4 inches
(whichever is greater)

		REVISION
		3 04-20-21
FIGURE 3010.104	STANDARD ROAD PLAN	SW-104
		SHEET 1 of 1
REVISIONS: Added note DO NOT USE ON PRIMARY ROADWAYS.		
Paul D. Wiegand SUDAS DIRECTOR		
[Signature] DESIGN METHODS ENGINEER		
PRESSURE PIPE TRENCH BEDDING		

- ① Place bedding and backfill material as required for sewer main.
- ② Service Line Slope:
4 inch: 2% to 5%
6 inch and greater: 1% to 5%

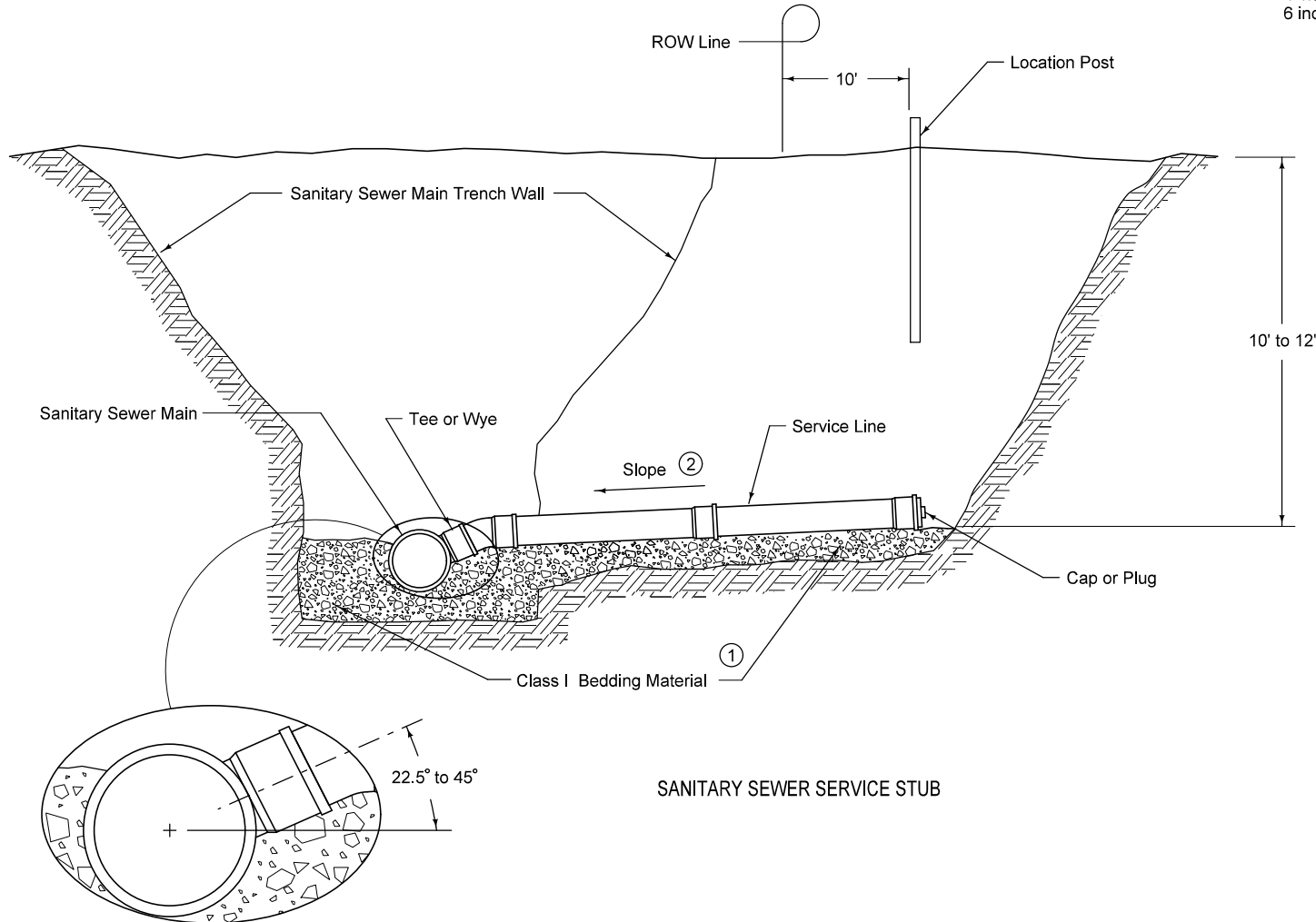
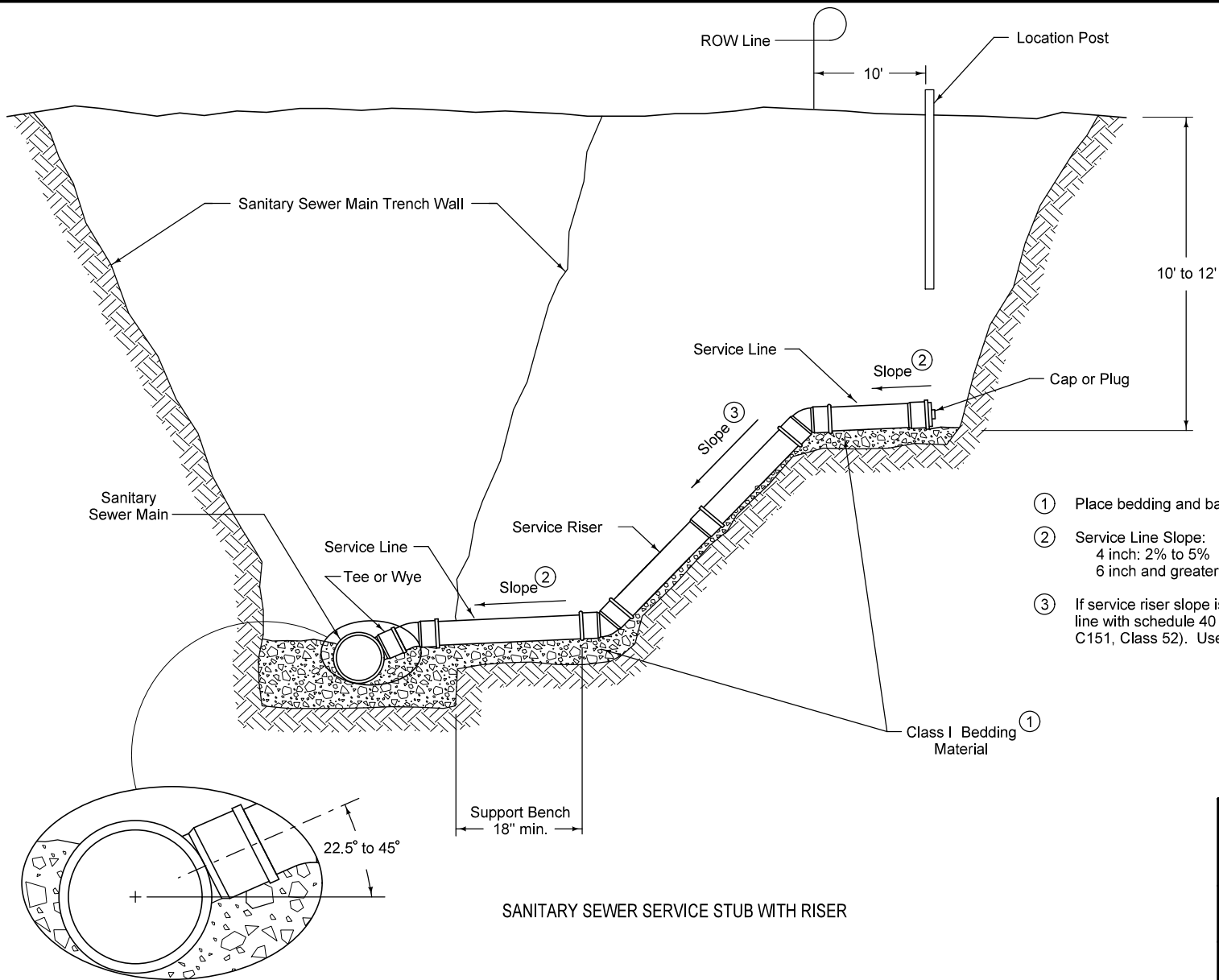


FIGURE 4010.201 SHEET 1 OF 2

SUDAS	IOWADOT	REVISION
		2 04-21-20
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Changed 1 to 1 on Bedding Material.		SHEET 1 of 2
Paul D. Weigand SUDAS DIRECTOR		David M. Miller DESIGN METHODS ENGINEER
SANITARY SEWER SERVICE STUB		

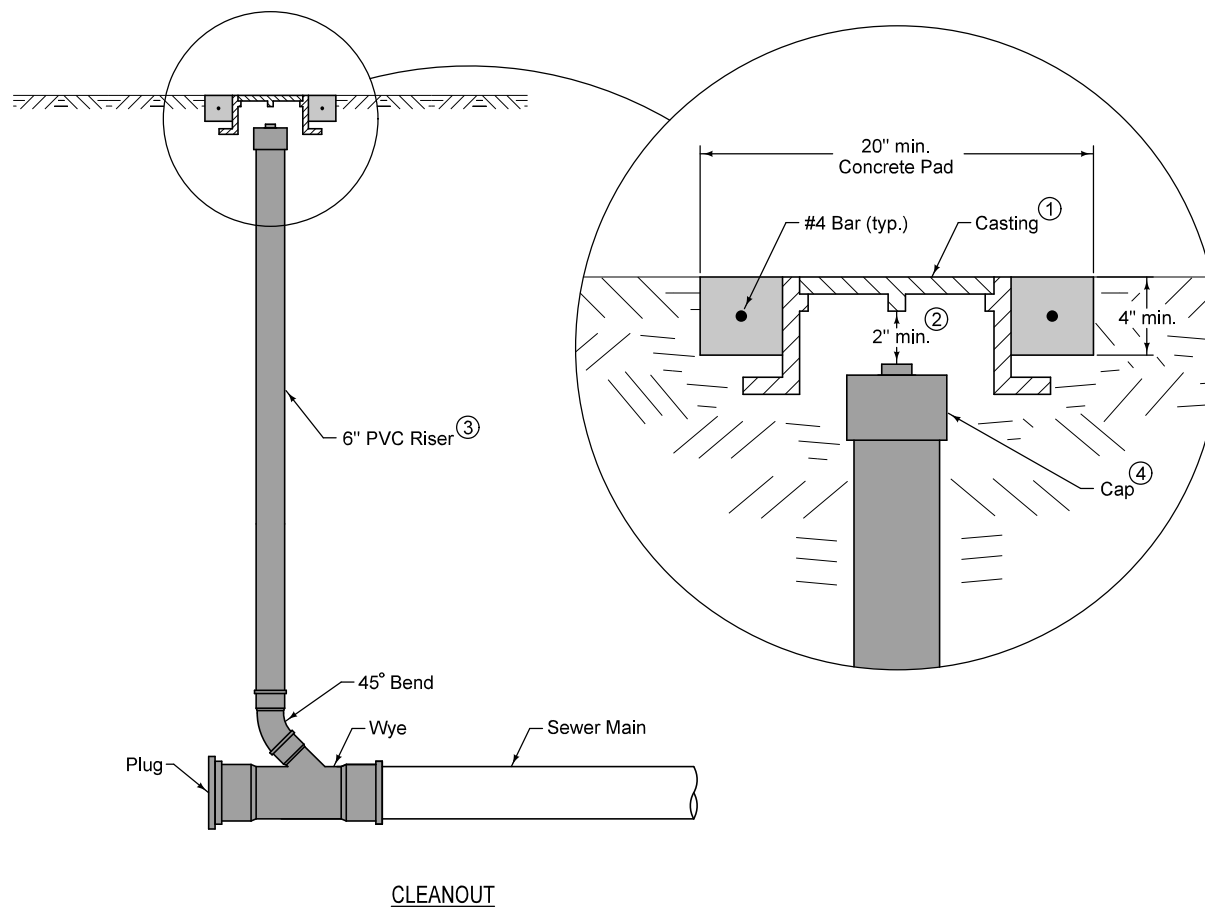


- ① Place bedding and backfill material as required for sewer main.
- ② Service Line Slope:
4 inch: 2% to 5%
6 inch and greater: 1% to 5%
- ③ If service riser slope is steeper than 1:1, construct riser of entire service line with schedule 40 PVC (ASTM D 1785) or ductile iron (AWWA C151, Class 52). Use single length of pipe for riser, if possible.

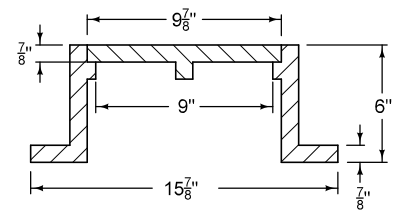
SANITARY SEWER SERVICE STUB WITH RISER

FIGURE 4010.201 SHEET 2 OF 2

 SUDAS	 IOWADOT	REVISION	
		2	04-21-20
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201	
		SHEET 2 of 2	
REVISIONS: Changed 1 to 1 on Bedding Material			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
SANITARY SEWER SERVICE STUB			



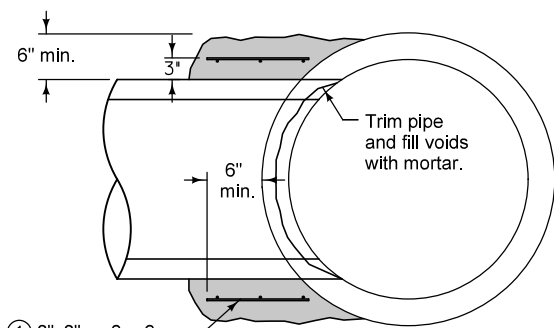
- ① Standard duty casting complying with AASHTO M 306. Mark lid with "Sanitary" or "Sanitary C.O."
- ② Do not allow casting to bear on top of riser pipe.
- ③ 6 inch PVC Service Pipe
- ④ Threaded PVC cap or iron body ferrule with brass screw plug



CASTING ①
(Dimensions are nominal)

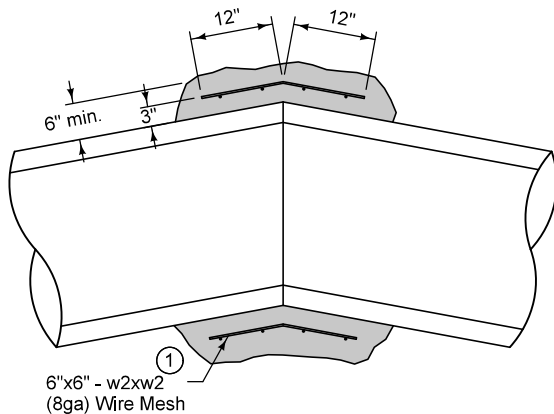
FIGURE 4010.203 SHEET 1 OF 1

 SUDAS	 IOWADOT	REVISION	
		1	04-17-18
FIGURE 4010.203	STANDARD ROAD PLAN	SW-203	
		SHEET 1 of 1	
REVISIONS: Replaced Iowa DOT and SUDAS logos.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
SANITARY SEWER CLEANOUT			



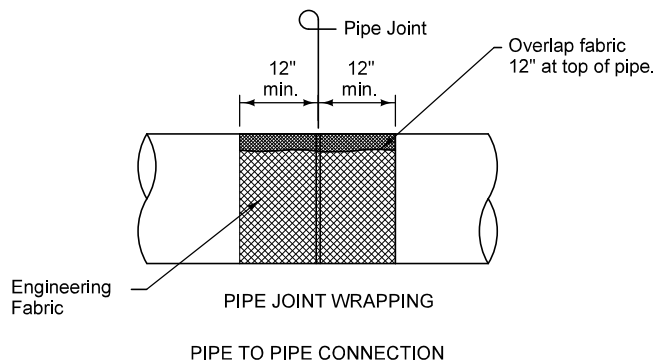
① 6"x6" - w2xw2 (8ga.) Wire Mesh

TYPE PC-1 CONCRETE COLLAR CONNECTION



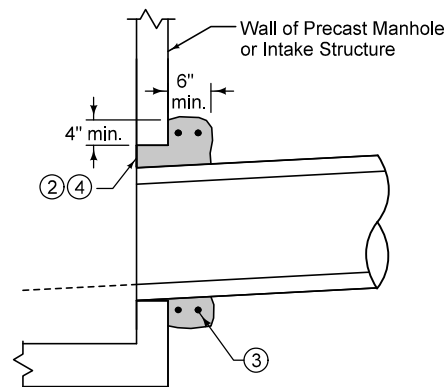
① 6"x6" - w2xw2 (8ga.) Wire Mesh

TYPE PC-2 CONCRETE COLLAR CONNECTION

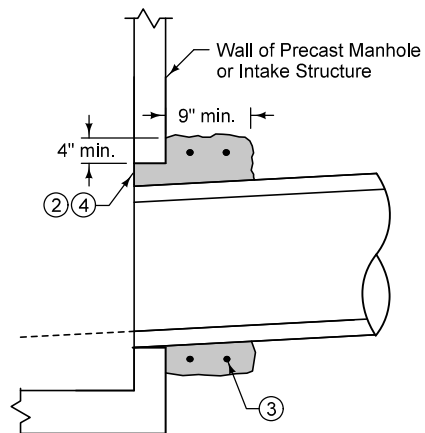


PIPE JOINT WRAPPING

PIPE TO PIPE CONNECTION



CONCRETE COLLAR FOR PIPES 12" AND SMALLER

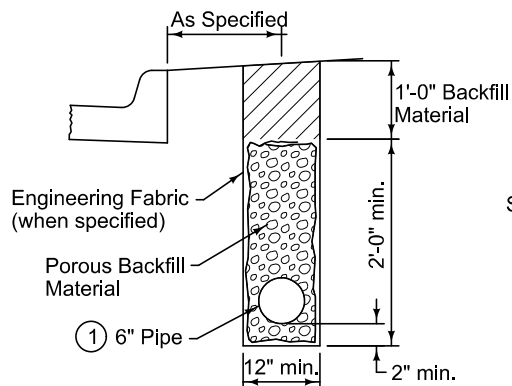


CONCRETE COLLAR FOR PIPES GREATER THAN 12"

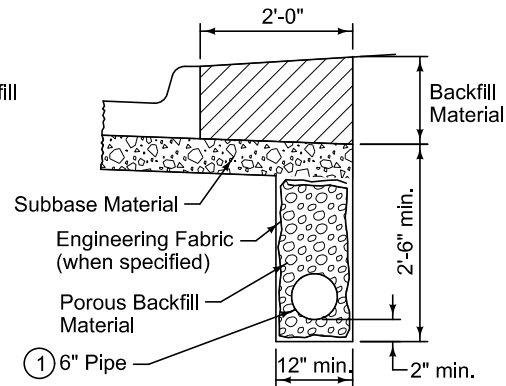
PIPE TO STRUCTURE CONNECTION

- ① Lap ends of wire mesh a minimum of 6 inches.
- ② Concrete collar is required when annular space between the outside of the pipe and the wall of the structure is 2 inches or greater.
- ③ Provide two #4 hoop bars in concrete collar. Lap bars a minimum of 6 inches.
- ④ Trowel concrete flush with inside wall of structure.

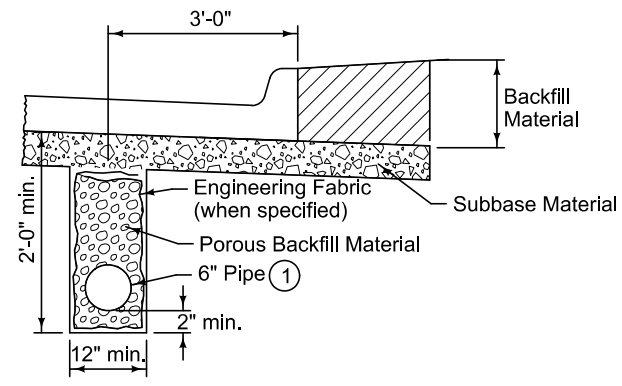
 SUDAS		REVISION	
		2	04-17-18
FIGURE 4020.211	STANDARD ROAD PLAN	SW-211	
		SHEET 1 of 1	
REVISIONS: Removed 'invert' callout on Pipe to Structure View. Retitled and replaced old Iowa DOT and SUDAS logos with new logos.			
			
SUDAS DIRECTOR		DESIGN METHODS ENGINEER	
STORM SEWER PIPE CONNECTIONS			



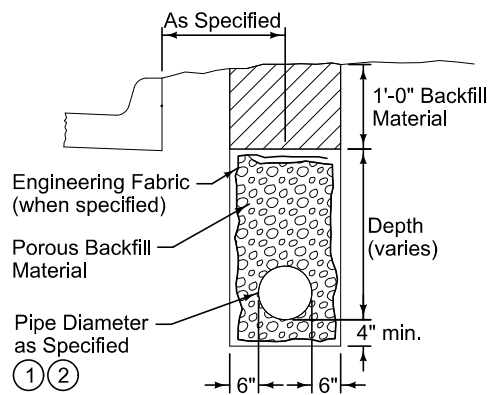
CASE A
TYPE 1



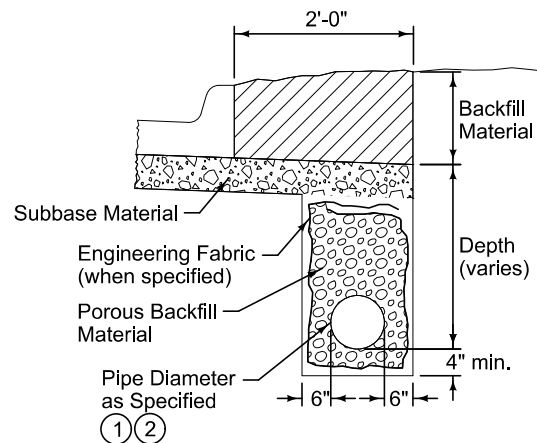
CASE B
TYPE 1



CASE C
TYPE 1



CASE D
TYPE 2

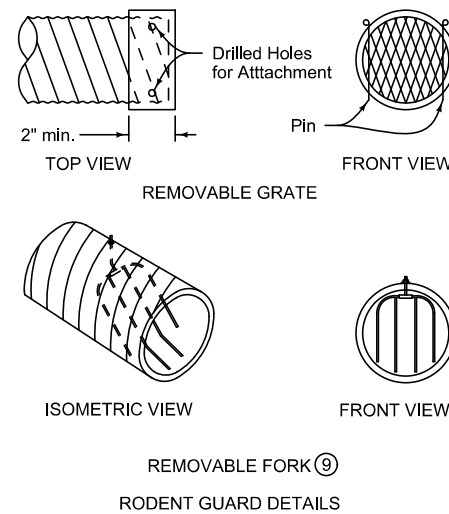
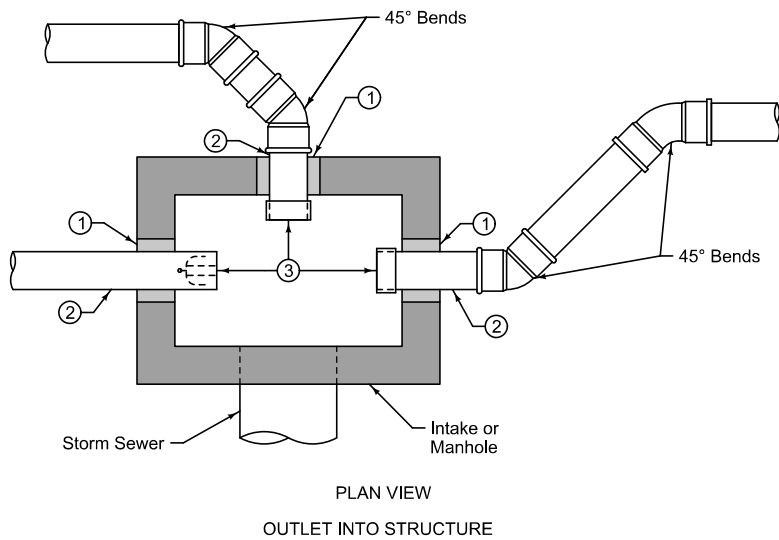


CASE E
TYPE 2

Type 1 installation is for longitudinal subdrain only. Type 2 installation is for combination subdrain/footing drain collectors.

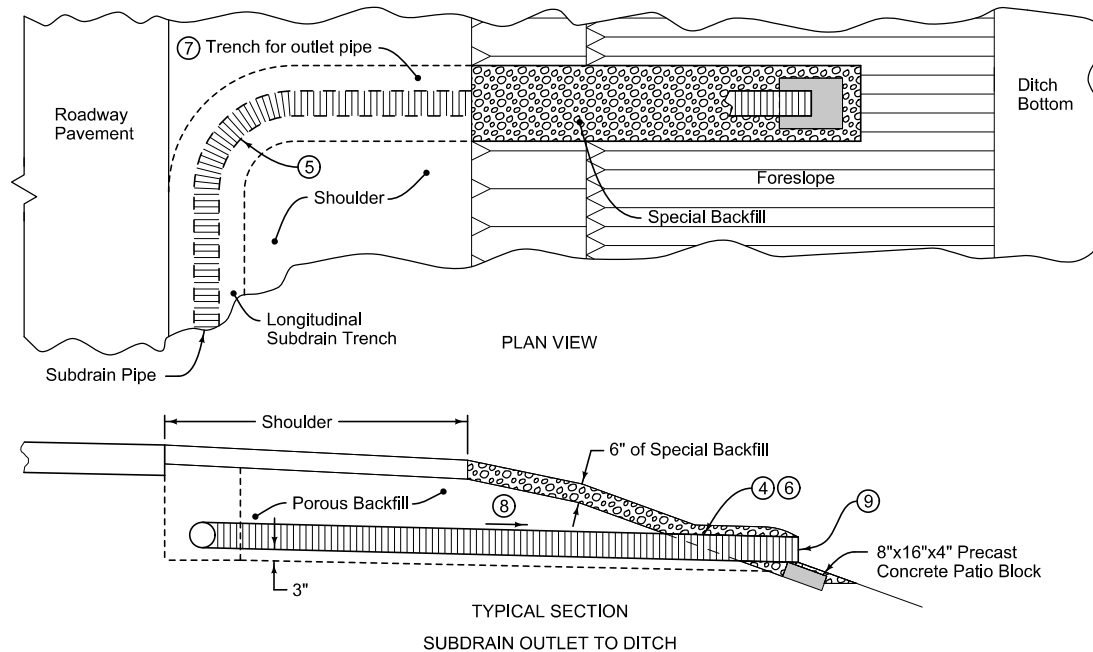
- ① Place perforations down for all installations.
- ② When concrete pipe is specified, wrap pipe joints with engineering fabric. Do not apply joint sealant. Comply with Figure 4020.211

	REVISION	
	1	10-21-14
	4040.231	
	SHEET 1 of 1	
SUDAS Standard Specifications		
SUBDRAINS		



Transverse and backslope subdrains require only single outlets. Install double outlet pipes on all longitudinal subdrain systems, except at the beginning and end of the system. At these locations, install a single outlet pipe.

- ① Fill annular space with non-shrink grout.
- ② Outlets through intake walls to be CMP; corrugated, double-walled HDPE; or PVC.
- ③ Extend outlet pipe into structure as required to install removable rodent guard.
- ④ Construct subdrain outlet to ditch with the same type and size of pipe as used for the subdrain.
- ⑤ Provide a minimum 1 foot radius for all bends or use two 45° fittings
- ⑥ If a CMP outlet is specified in the contract documents, construct the final 10 to 12 feet of the subdrain outlet to ditch with CMP 2 inches larger than the subdrain pipe. Connect pipes with a manufactured coupler or concrete collar.
- ⑦ Provide a minimum trench width of 12 inches for a single outlet and 24 inches for a double outlet.
- ⑧ Provide a 6 inch minimum drop in elevation between longitudinal subdrain and outlet.
- ⑨ Use only fork type rodent guard for subdrain outlet to ditch.

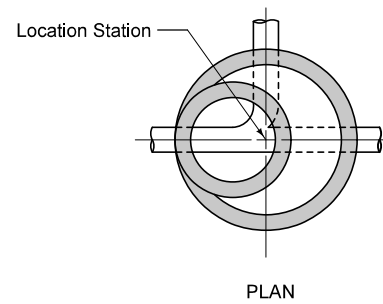
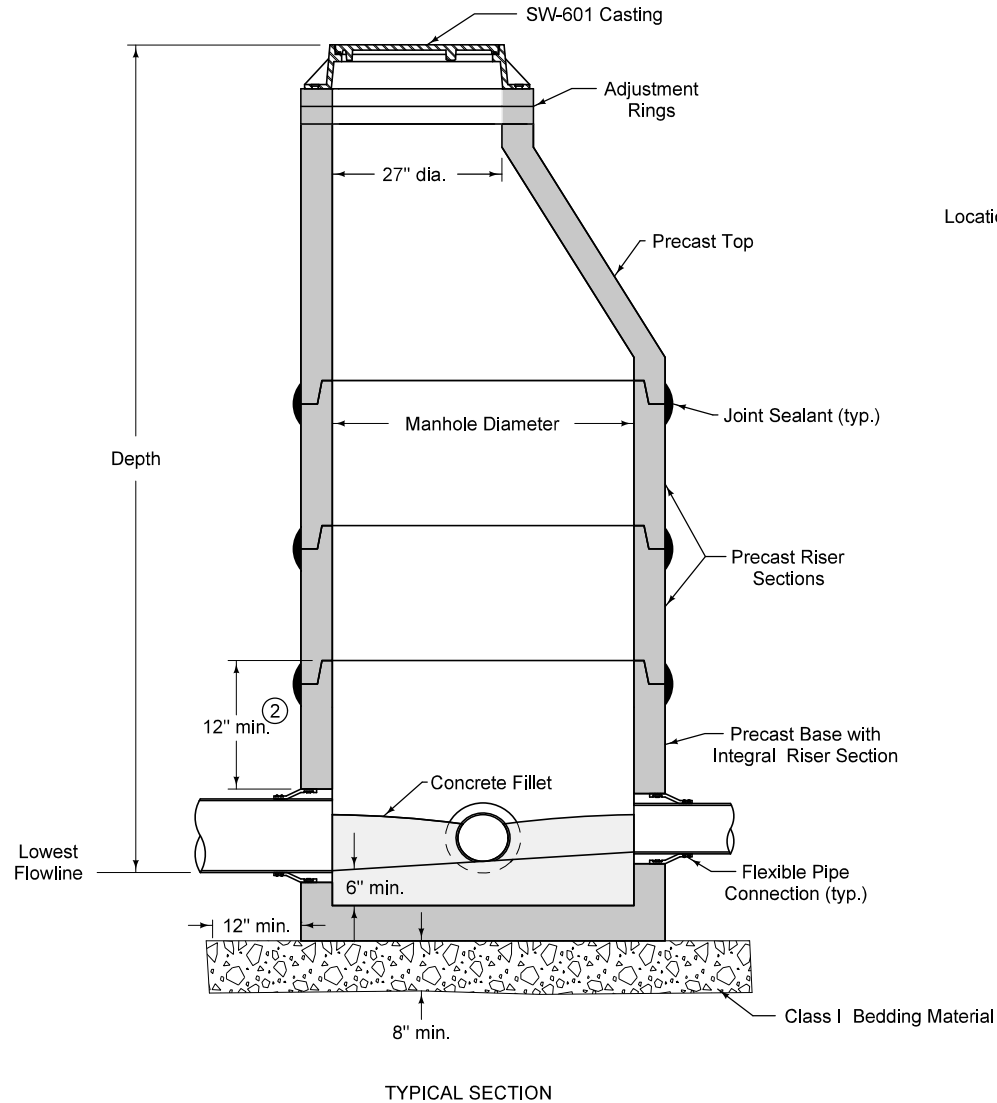


	REVISION
	3 10-18-16
	4040.233
SHEET 1 of 1	
SUDAS Standard Specifications	
SUBDRAIN OUTLETS	

If manhole depth exceeds 20 feet, install steps.

Install infiltration barrier.

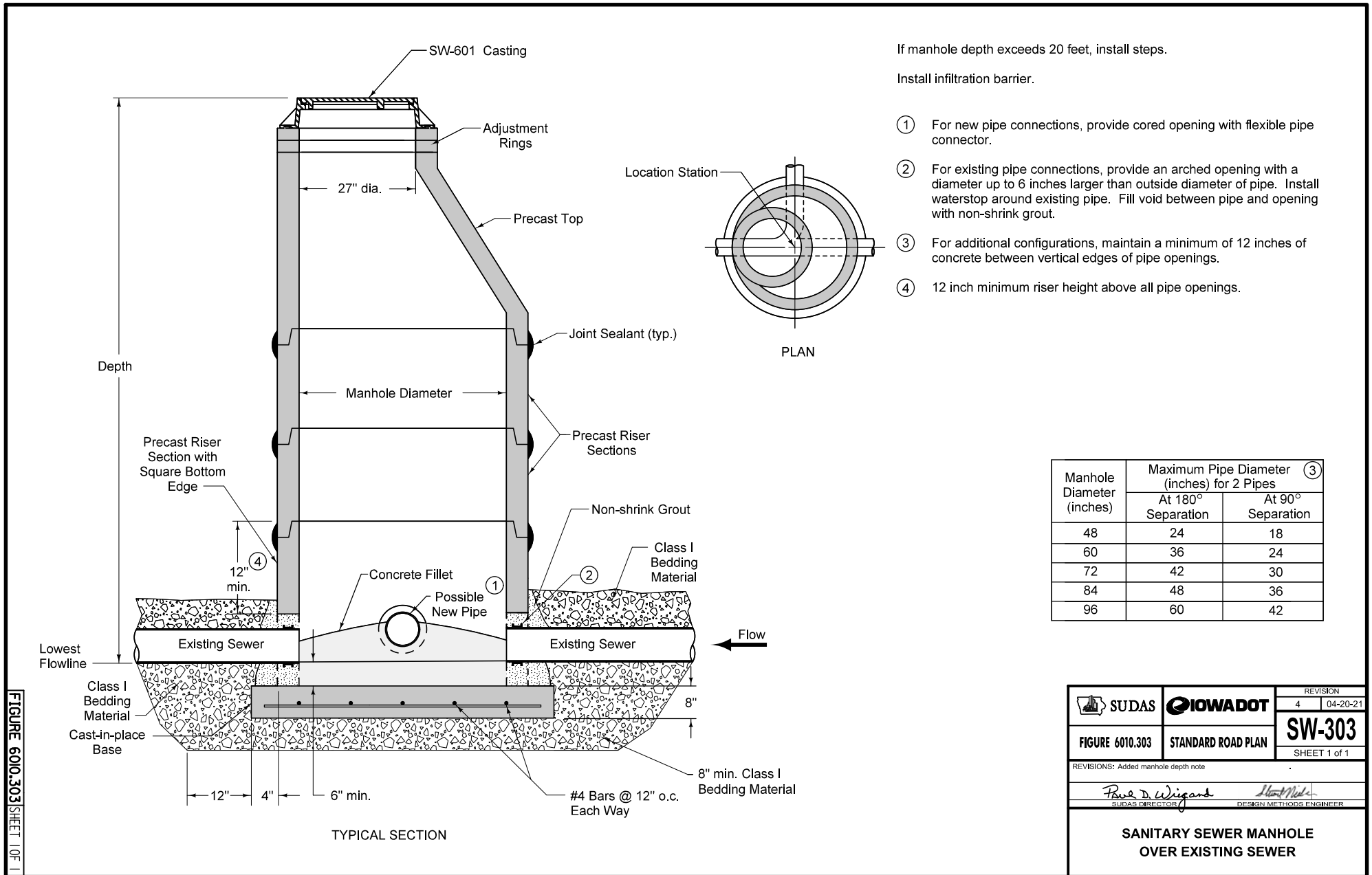
- ① For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- ② 12 inch minimum riser height above all pipe openings.

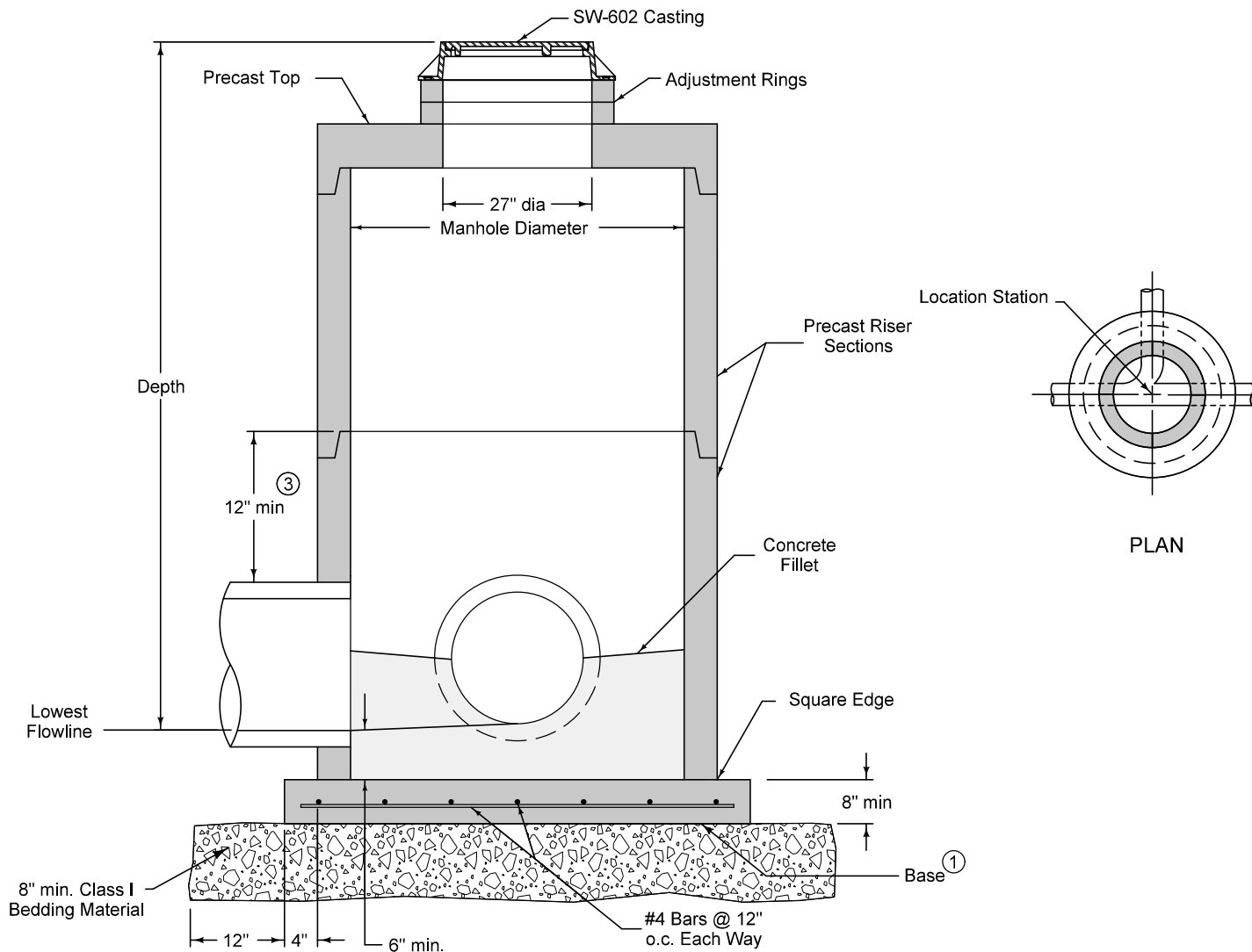


Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes ①	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

SUDAS	IOWADOT	REVISION
		4 04-20-21
FIGURE 6010.301	STANDARD ROAD PLAN	SW-301
		SHEET 1 of 1
REVISIONS: Added manhole depth note and infiltration barrier note.		
Paul D. Weigand SUDAS DIRECTOR		
David M. Nelson DESIGN METHODS ENGINEER		
CIRCULAR SANITARY SEWER MANHOLE		

FIGURE 6010.301 SHEET 1 OF 1





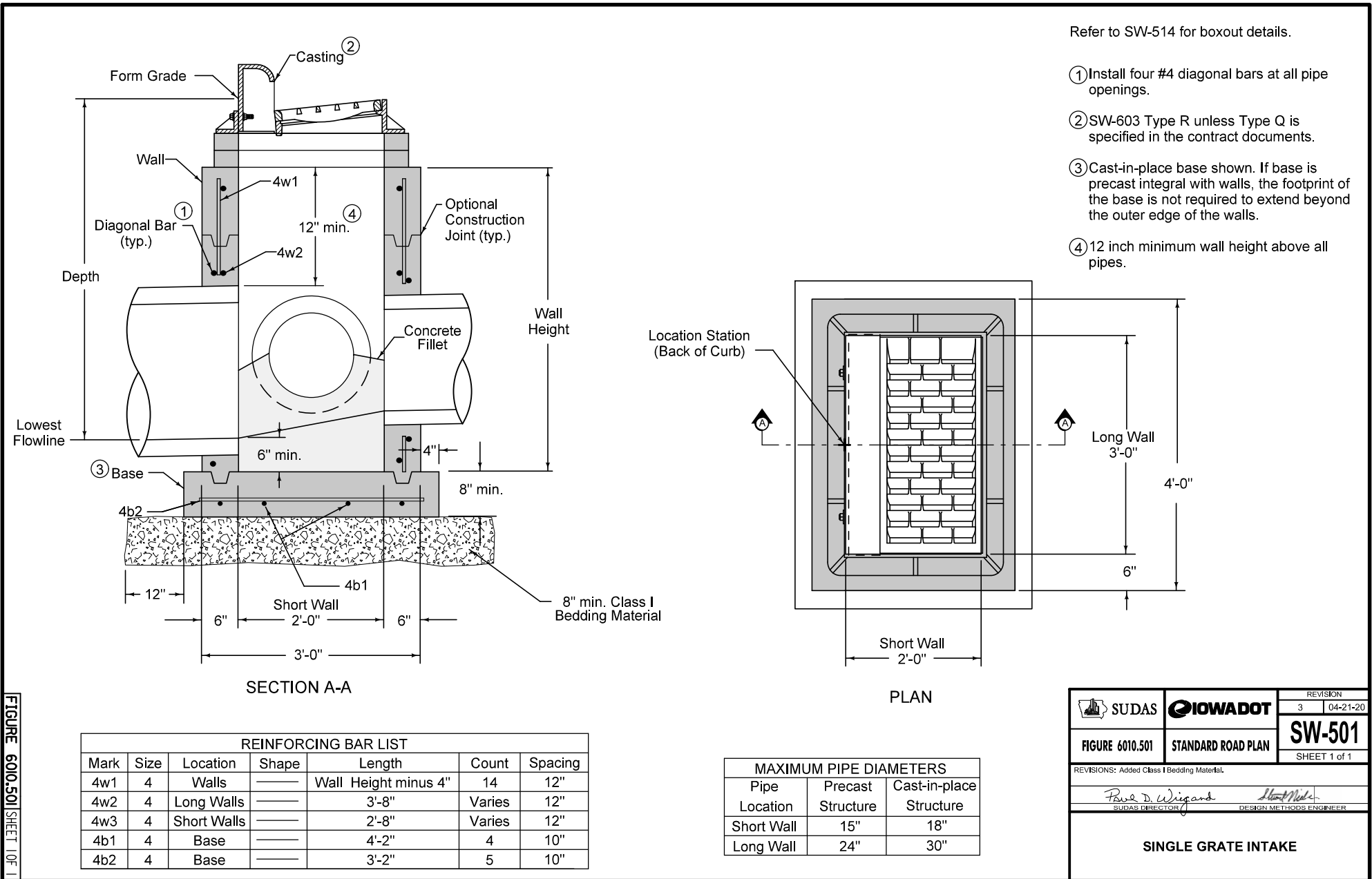
TYPICAL SECTION

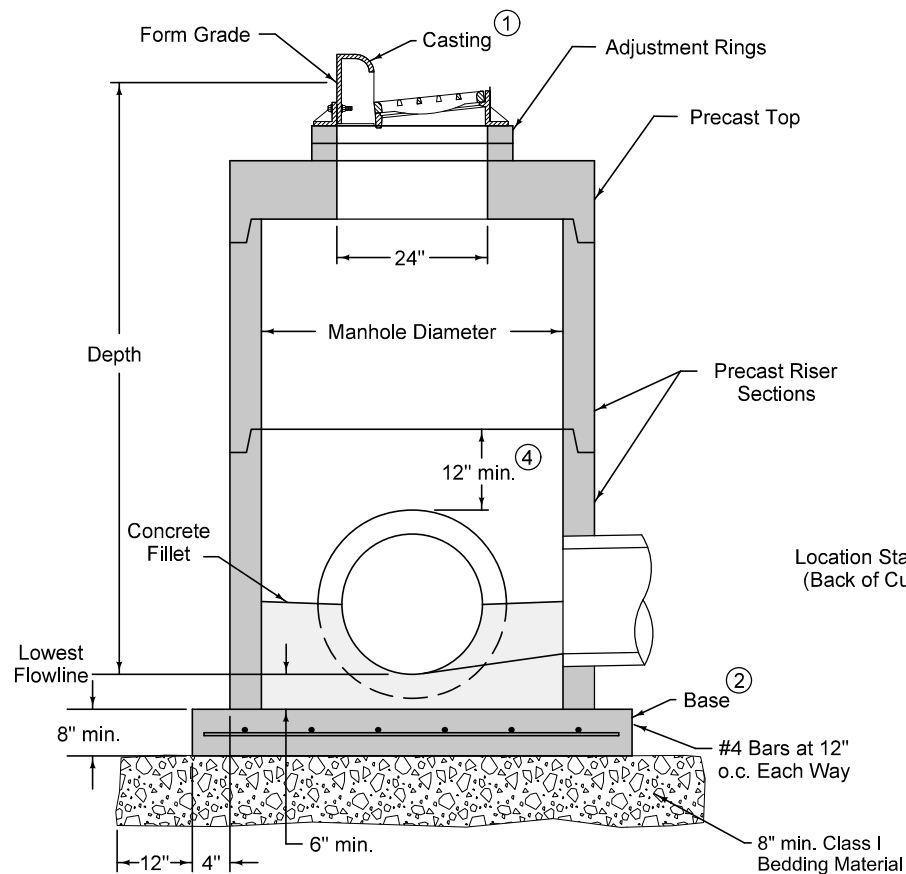
If manhole depth exceeds 20 feet, install steps.

- ① Cast-in-place base shown. If base is precast integral with bottom riser, the footprint of the base is not required to extend beyond the outer edge of the riser.
- ② For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- ③ 12 inch minimum riser height above all pipe openings.

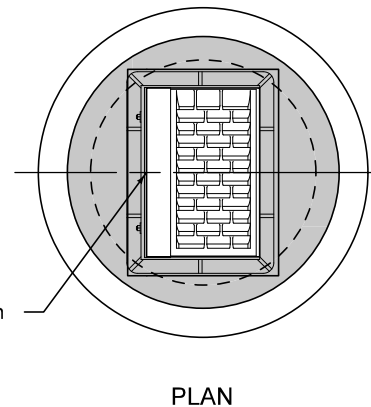
Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes ②	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

SUDAS	IOWADOT	REVISION
		3 04-20-21
FIGURE 6010.401	STANDARD ROAD PLAN	SW-401
		SHEET 1 of 1
REVISIONS: Added manhole depth note.		
Paul D. Wigand SUDAS DIRECTOR		
Matt Miller DESIGN METHODS ENGINEER		
CIRCULAR STORM SEWER MANHOLE		





TYPICAL SECTION



PLAN

Refer to SW-514 for boxout details.

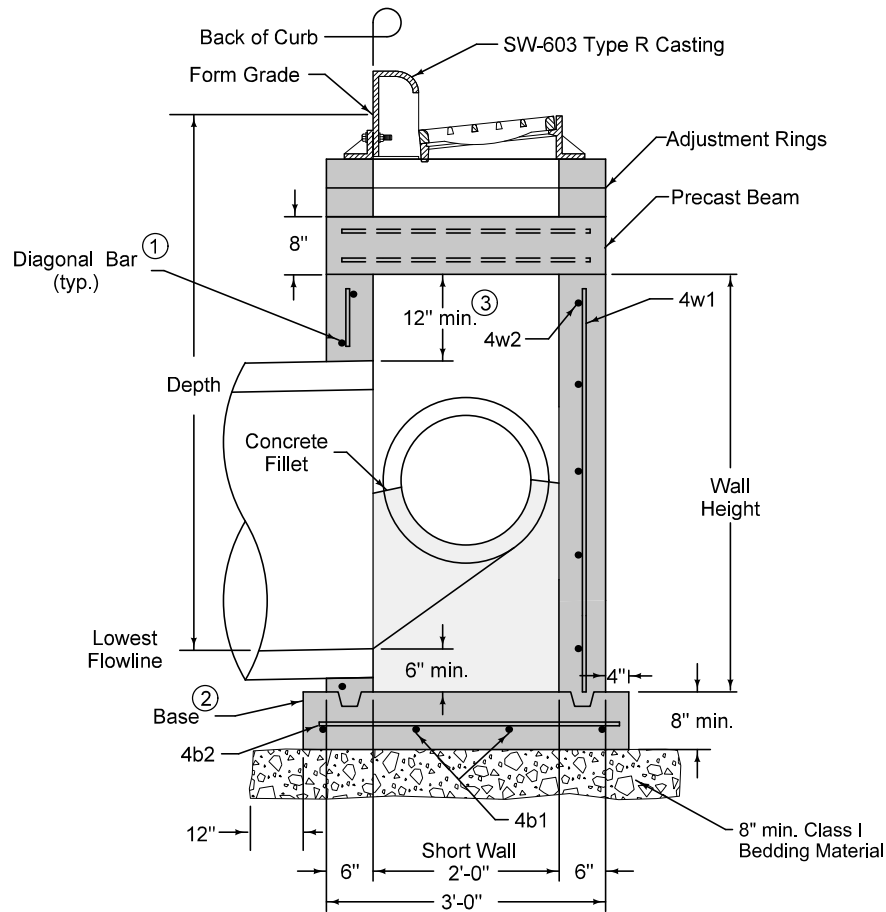
- ① SW-603 Type R unless Type Q is specified in the contract documents.
- ② Cast-in-place base shown. Base may be square. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- ③ For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- ④ 12 inch minimum riser height above all pipes.

Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes ③	
	at 180° Separation	at 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

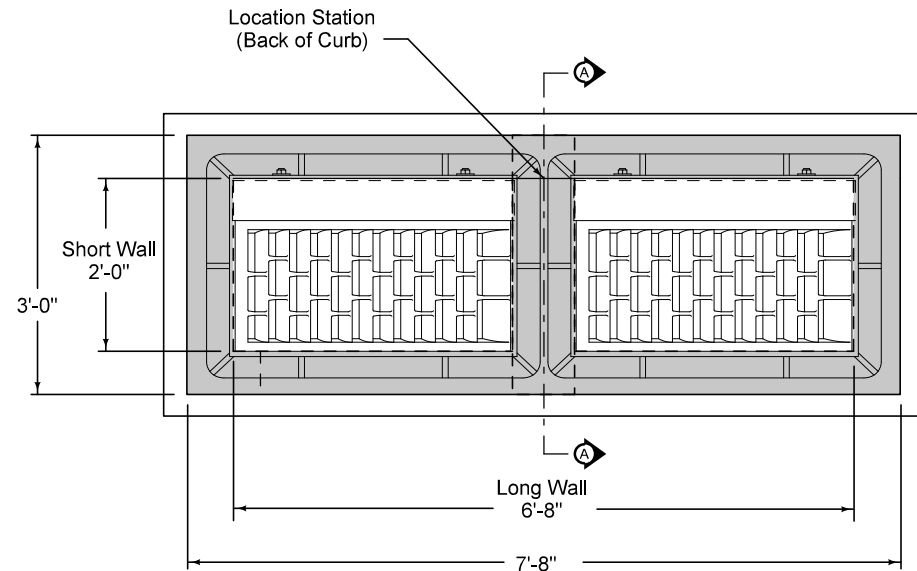
SUDAS	IOWADOT	REVISION	
		1	04-21-20
FIGURE 6010.502	STANDARD ROAD PLAN	SW-502	
		SHEET 1 of 1	
REVISIONS: Added Class I Bedding Material.			
Paul D. Wiegand SUDAS DIRECTOR		David M. Nelson DESIGN METHODS ENGINEER	
CIRCULAR SINGLE GRATE INTAKE			

Refer to SW-514 for boxout details.

- ① Install four #4 diagonal bars at all pipe openings.
- ② Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- ③ 12 inch minimum wall height above all pipes.



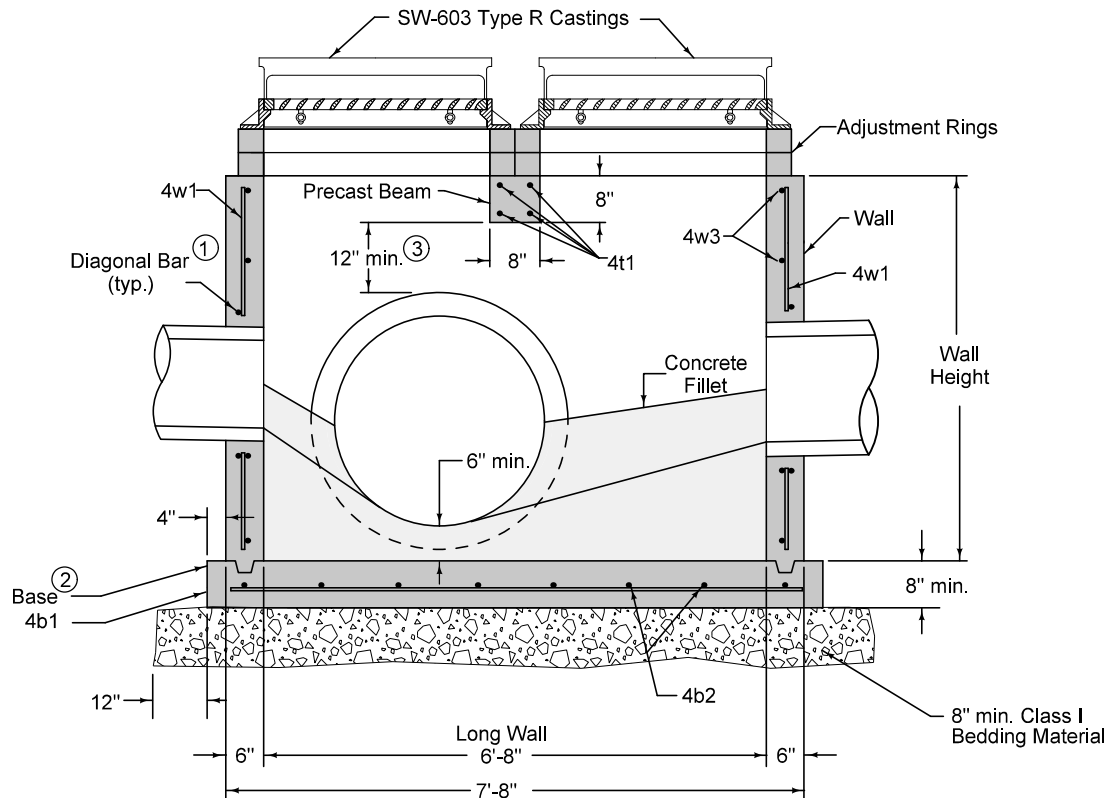
SECTION A-A



PLAN

 SUDAS	 IOWADOT	REVISION	
		3	04-21-20
FIGURE 6010.505	STANDARD ROAD PLAN	SW-505	
		SHEET 1 of 2	
REVISIONS: Added Class I Bedding Material.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
DOUBLE GRATE INTAKE			

- ① Install four #4 diagonal bars at all pipe openings.
- ② Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- ③ 12 inch minimum wall height above all pipes.



TYPICAL SECTION

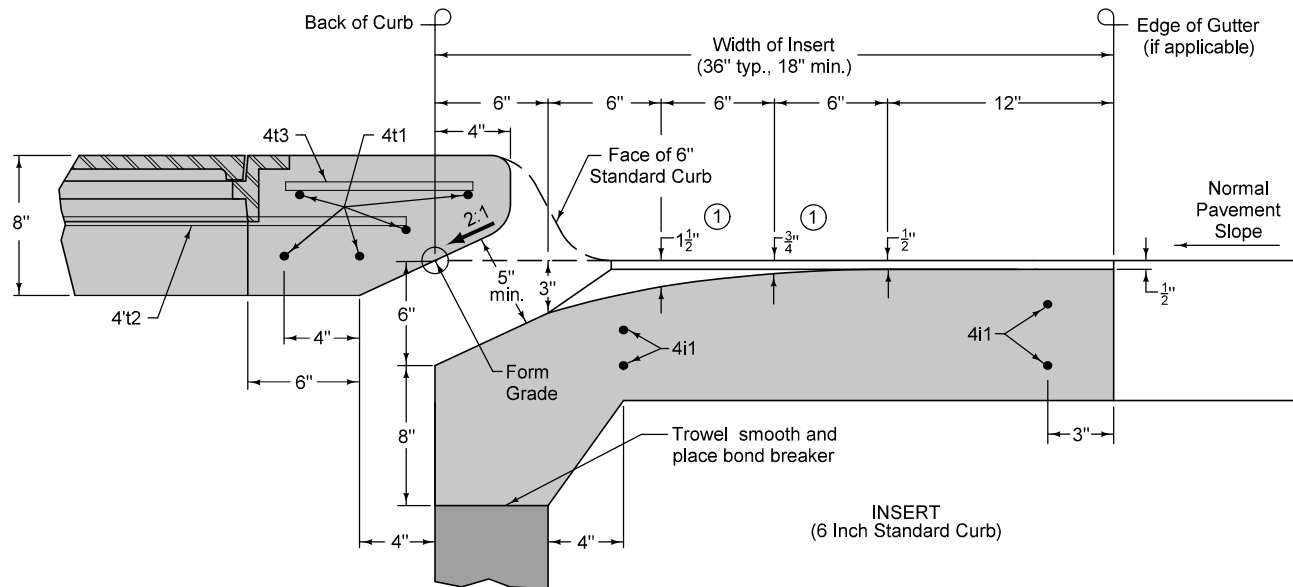
REINFORCING BAR LIST

Mark	Size	Location	Shape	Count	Length	Spacing
4t1	4	Beam	—	4	2'-8"	4"
4b1	4	Base	—	4	7'-10"	10"
4b2	4	Base	—	8	3'-2"	12"
4w1	4	Walls	—	20	Wall Height minus 4"	12"
4w2	4	Long Walls	—	Varies	7'-4"	12"
4w3	4	Short Walls	—	Varies	2'-8"	12"

MAXIMUM PIPE DIAMETERS

Pipe Location	Precast Structure	Cast-in-place Structure
Short Wall	15"	18"
Long Wall	60"	66"

SUDAS	IOWADOT	REVISION	
		3	04-21-20
FIGURE 6010.505	STANDARD ROAD PLAN	SW-505	
		SHEET 2 of 2	
REVISIONS: Added Class I Bedding Material.			
Paul D. Wigand SUDAS DIRECTOR		Scott Miller DESIGN METHODS ENGINEER	
DOUBLE GRATE INTAKE			



① Insert shaping may be modified for insert widths less than 36 inches. For an 18 inch insert, reduce dimensions indicated by $\frac{1}{2}$ inch.

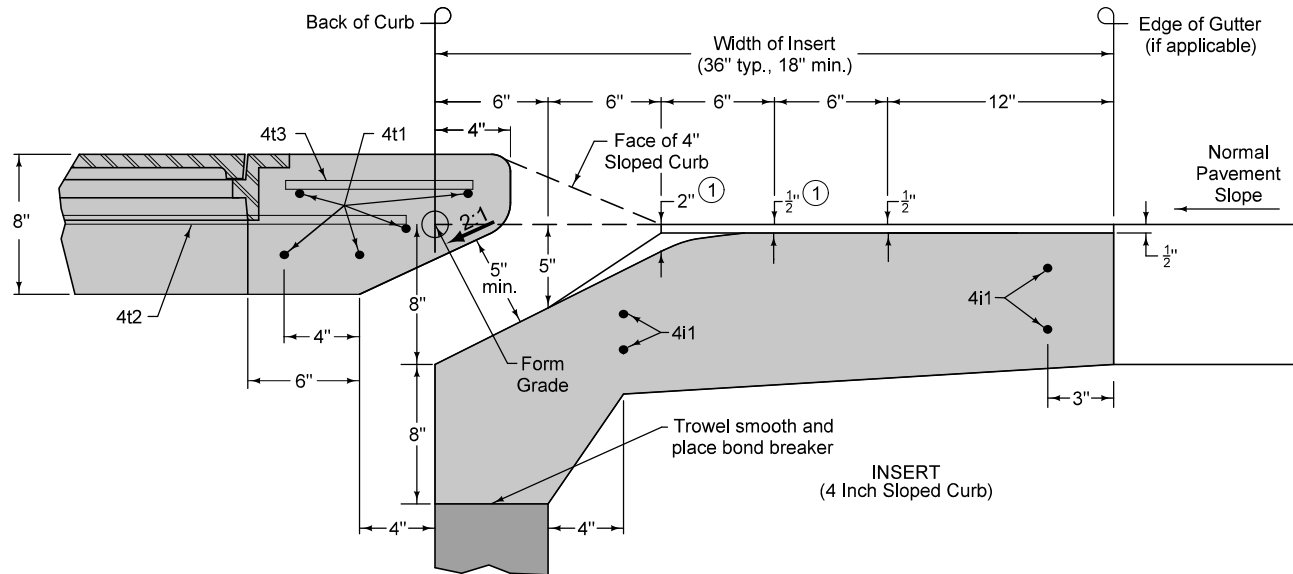
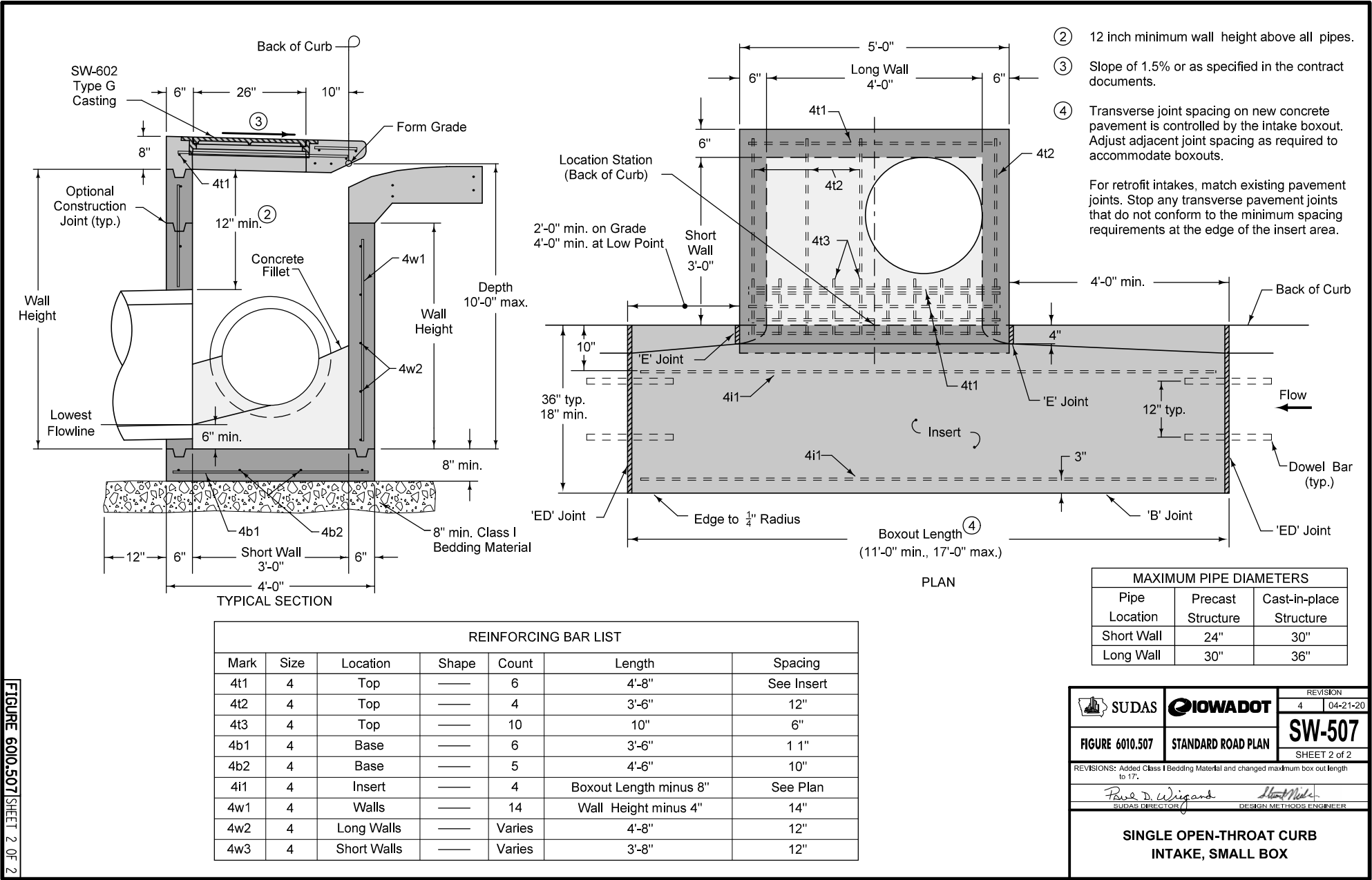
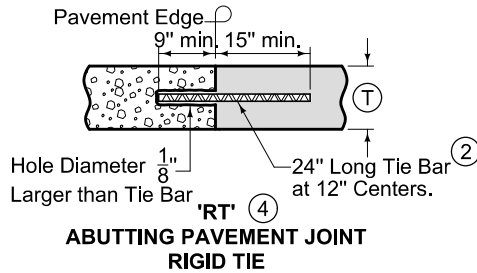
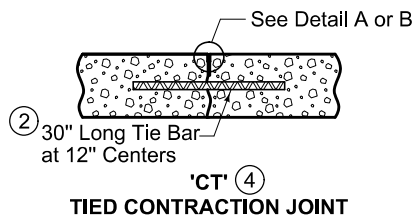
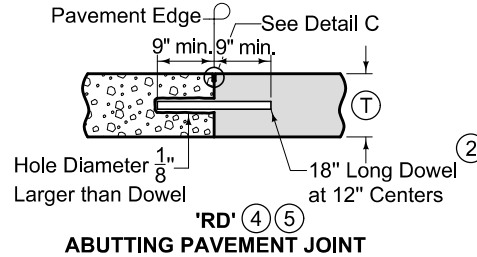
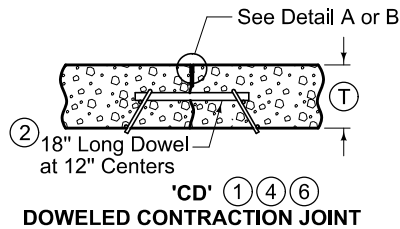
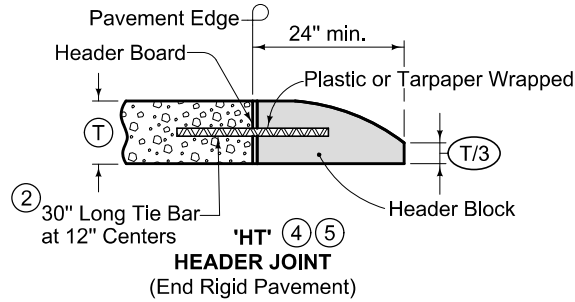
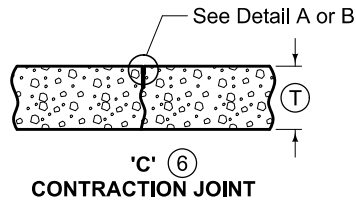
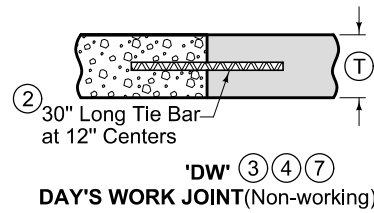
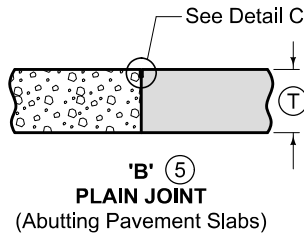


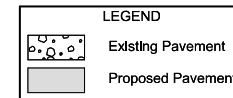
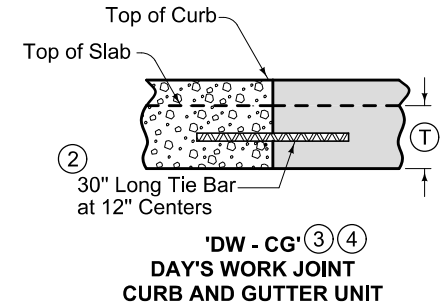
FIGURE 6010.507 SHEET 1 OF 2

SUDAS	IOWADOT	REVISION
		4 04-21-20
FIGURE 6010.507	STANDARD ROAD PLAN	SW-507
SHEET 1 of 2		
REVISIONS: Added Class I Bedding Material and changed maximum box out length to 17'.		
Paul D. Wiegand SUDAS DIRECTOR		
[Name] DESIGN METHODS ENGINEER		
SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX		





- ① See dowel assemblies for fabrication details.
- ② See Bar Size Table for Contraction Joints on Sheet 2.
- ③ Locate 'DW' joint at a mid-panel location between future 'C' or 'CD' joints. Place no closer than 5 feet to a 'C' or 'CD' joint.
- ④ Place bars within the limits shown under dowel assemblies.
- ⑤ Edge with 1/8 inch tool for length of joint. For HT joint, remove header block and board when second slab is placed.
- ⑥ Unless specified otherwise, use 'CD' transverse contraction joints in mainline pavement when T is greater or equal to 8 inches. Use 'C' joints when T is less than 8 inches.
- ⑦ 'RT' joint may be used in lieu of 'DW' joint at the end of the days work. Remove any pavement damaged due to the drilling at no additional cost to the Contracting Authority.

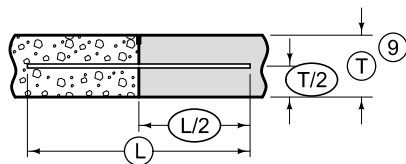


REVISION	
11	04-19-22
PV-101	
SHEET 1 of 8	

FIGURE 7010.101	STANDARD ROAD PLAN
REVISIONS: Modified circle note 32.	
<i>Paul D. Weigand</i> SUDAS DIRECTOR	<i>Shawn Miller</i> DESIGN METHODS ENGINEER

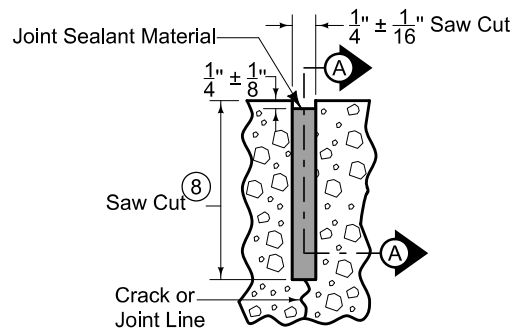
JOINTS

TRANSVERSE CONTRACTION



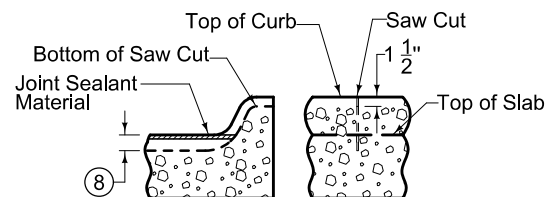
BAR PLACEMENT

(Applies to all joints unless otherwise detailed.)



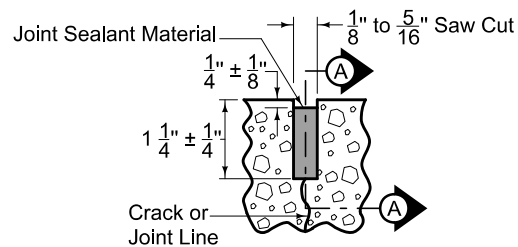
DETAIL A

(Saw cut formed by conventional concrete sawing equipment.)



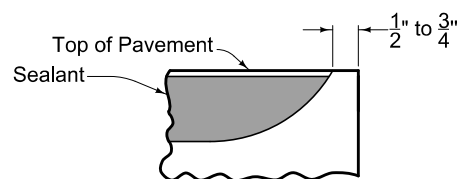
'C' JOINT IN CURB

(Match 'CT', 'CD', or 'C' joint in pavement.)



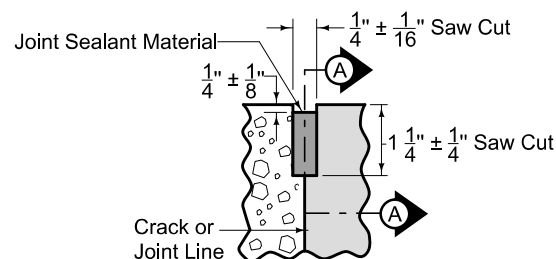
DETAIL B

(Saw cut formed by approved early concrete sawing equipment.)



SECTION A-A

(Detail at Edge of Pavement)



DETAIL C

- ⑧ Saw 'CD' joint to a depth of $T/3 \pm 1/4$ "; saw 'C' joint to a depth of $T/4 \pm 1/4$ ".
- ⑨ When tying into old pavement, $\textcircled{T}$ represents the depth of sound PCC.

BAR SIZE TABLE FOR CONTRACTION JOINTS

$\textcircled{T}$	Solid Dowel Diameter	Tubular Dowel Diameter	Tie Bar Size
< 8"	$\frac{3}{4}$ "	$\frac{7}{8}$ "	#6
≥ 8 " but < 10"	$1 \frac{1}{4}$ "	$1 \frac{3}{8}$ "	#10
≥ 10 "	$1 \frac{1}{2}$ "	$1 \frac{5}{8}$ "	#11

Tubular Dowel Bars will not be allowed for RD joints.

LEGEND	
	Existing Pavement
	Proposed Pavement

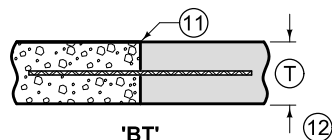
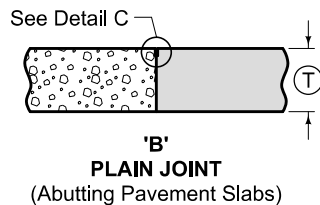
 SUDAS	 IOWADOT	REVISION	
		11	04-19-22
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101	
		SHEET 2 of 8	

REVISIONS: Modified circle note 32.

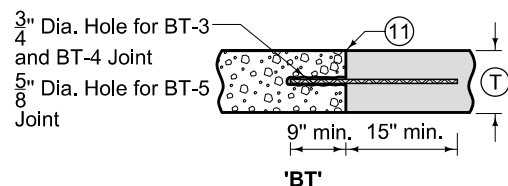
Paul D. Weigand SUDAS DIRECTOR *Steve Miller* DESIGN METHODS ENGINEER

JOINTS

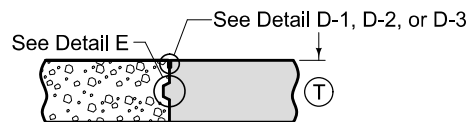
TRANSVERSE CONTRACTION



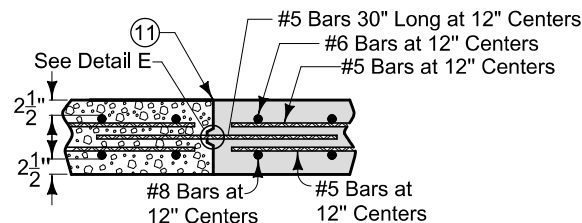
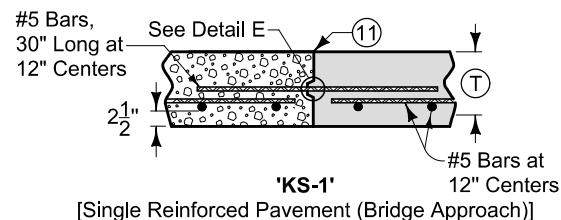
(T)	Joint	Bars	Bar Length and Spacing
< 8"	'BT-1'	#4	36" Long at 30" Centers
		#5	30" Long at 30" Centers
≥ 8"	'BT-2'	#5	36" Long at 30" Centers



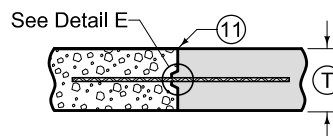
(T)	Joint	Bars	Bar Length and Spacing
< 8"	'BT-5'	#4	24" Long at 30" Centers
≥ 8"	'BT-3'	#5	24" Long at 30" Centers
	'BT-4'		24" Long at 15" Centers



KEYED JOINT FOR ADJACENT SLABS
(Where T is 8" or more)



'KS-2'
[Double Reinforced Pavement (Bridge Approach)]

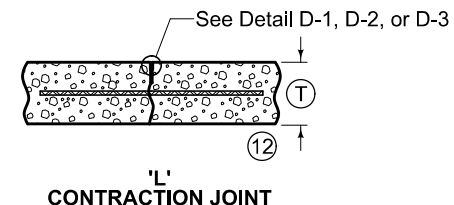


'KT'
ABUTTING PAVEMENT JOINT - KEYWAY TIE

(T)	Joint	Bars	Bar Length and Spacing
< 8"	'KT-1'	#4	30" Long at 30" Centers
≥ 8"	'KT-2'	#5	30" Long at 30" Centers
	'KT-3'		30" Long at 15" Centers

LONGITUDINAL CONTRACTION

- ⑩ Bar supports may be necessary for fixed form paving to ensure the bar remains in a horizontal position in the plastic concrete.
- ⑪ Sawing or sealing of joint not required.
- ⑫ The following joints are interchangeable, subject to the pouring sequence:
'BT-1', 'L-1', and 'KT-1'
'KT-2' and 'L-2'
'KT-3' and 'L-3'



(T)	Joint	Bars	Bar Length and Spacing
< 8"	'L-1'	#4	36" Long at 30" Centers
≥ 8"	'L-2'	#5	36" Long at 30" Centers
	'L-3'		36" Long at 15" Centers

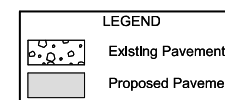
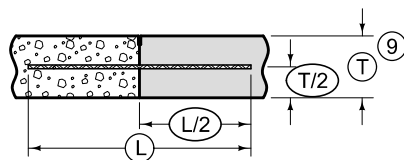


FIGURE 7010.101	STANDARD ROAD PLAN	REVISION
		11 04-19-22
		PV-101
		SHEET 3 of 8

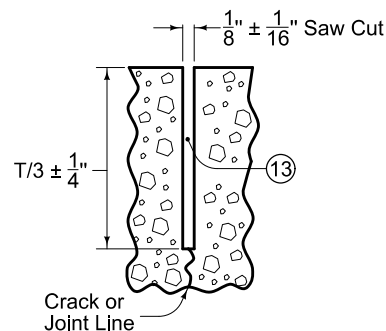
REVISIONS: Modified circle note 32.

Russ D. Weigand SUDAS DIRECTOR
Shawn Miller DESIGN METHODS ENGINEER

JOINTS

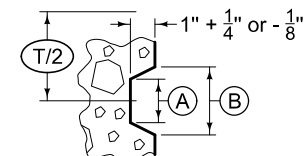


TIE BAR PLACEMENT
(Applies to all joints unless otherwise detailed.)



DETAIL D-1
(Required when specified in the contract documents.)

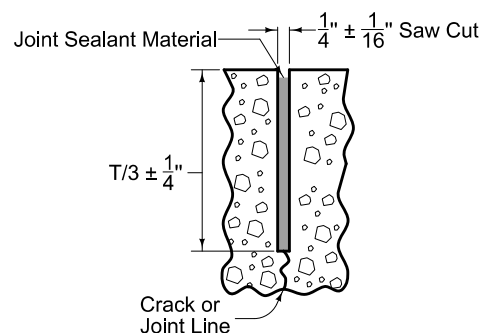
- ⑨ When tying into old pavement, (T) represents the depth of sound PCC.
- ⑬ Sealant or cleaning not required.



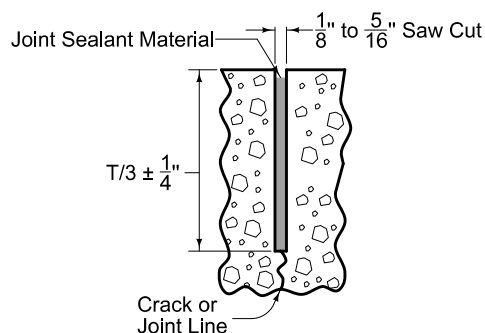
DETAIL E

KEYWAY DIMENSIONS

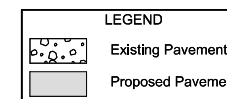
Keyway Type	Pavement Thickness (T)	(A)	(B)
Standard	8" or greater	1 3/4"	2 3/4"
Narrow	Less than 8"	1"	2"



DETAIL D-2
(Required when the Department of Transportation is not the Contracting Authority, or when specified in the contract documents)



DETAIL D-3
(Required when the Department of Transportation is the Contracting Authority, or when specified in the contract documents)



SUDAS	IOWADOT	REVISION
		11 04-19-22
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
		SHEET 4 of 8

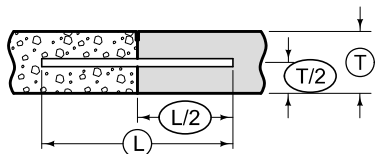
REVISIONS: Modified circle note 32.

Paul D. Wiegand
SUDAS DIRECTOR

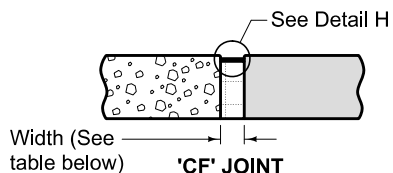
Stuart M. Nadeau
DESIGN METHODS ENGINEER

JOINTS

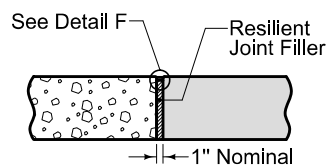
LONGITUDINAL CONTRACTION



DOWEL PLACEMENT
(Applies to all joints unless otherwise detailed.)

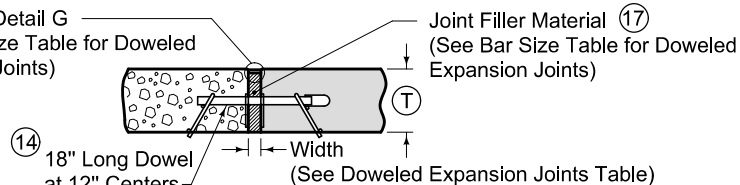


TYPE	WIDTH
CF-1	2"
CF-2	2 1/2"
CF-3	3"
CF-4	3 1/2"

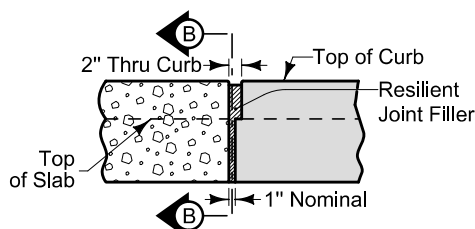


'E' 1" EXPANSION JOINT

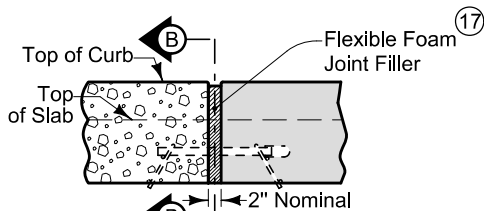
Detail F or Detail G
(See Bar Size Table for Doweled Expansion Joints)



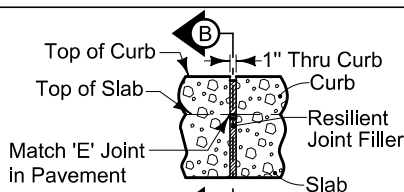
'ED', 'EE', 'EF' (16) DOWELED EXPANSION JOINT



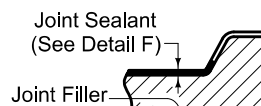
'E' JOINT IN CURB
(View at Back of Curb)



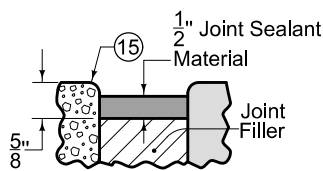
'EE' JOINT IN CURB
(View at Back of Curb)



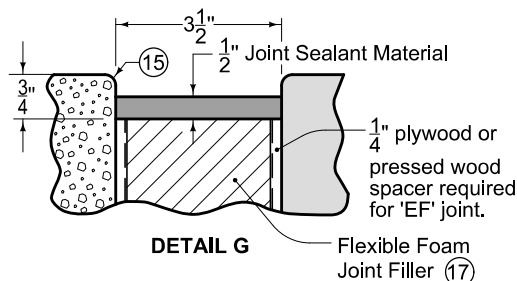
'ES' JOINT IN CURB
(View at Back of Curb)



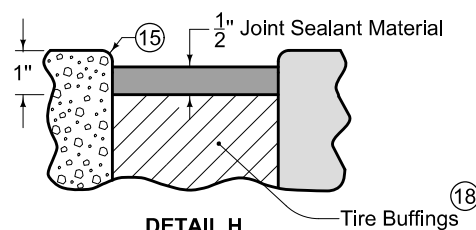
SECTION B-B



DETAIL F



DETAIL G



DETAIL H

EXPANSION

- (14) See Bar Size Table for Doweled Expansion Joints.
- (15) Edge with 1/4 inch tool for length of joint indicated if formed; edging not required when cut with diamond blade saw.
- (16) See Dowel Assemblies for fabrication details and placement limits. Coat the free end of dowel bar to prevent bond with pavement. At intake locations, dowel bars may be cast-in-place.
- (17) Predrill or preform holes in joint material for appropriate dowel size.
- (18) Compact tire buffings by spading with a square-nose shovel.

DOWELED EXPANSION JOINTS

TYPE	WIDTH	FILLER MATERIAL (17)
ED	1"	Resilient (Detail F)
EE	2"	Flexible Foam (Detail F)
EF	3 1/2"	Flexible Foam (Detail G)

BAR SIZE TABLE FOR DOWELED EXPANSION JOINTS

(T)	< 8"	≥ 8" but < 10"	≥ 10"
Dowel Diameter	3/4"	1 1/4"	1 1/2"

Tubular Dowel Bars will not be allowed for expansion joints.

LEGEND

	Existing Pavement
	Proposed Pavement

		REVISION
		11 04-19-22
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
		SHEET 5 of 8

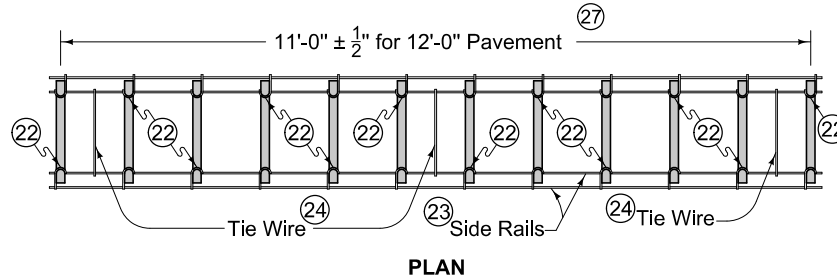
REVISIONS: Modified circle note 32.

Russ D. Weigand
SUDAS DIRECTOR

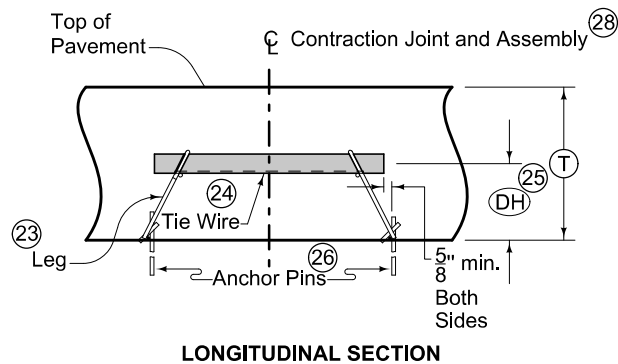
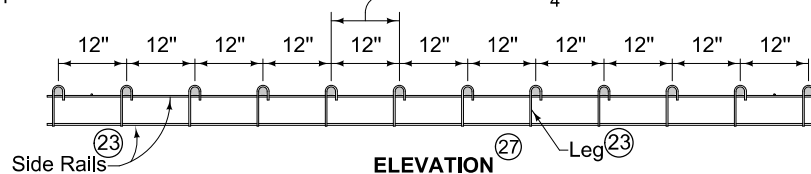
Shawn Miller
DESIGN METHODS ENGINEER

JOINTS

CONTRACTION JOINTS



Spaces between dowel bars are nominal dimensions with a $\frac{1}{4}$ " allowable tolerance.



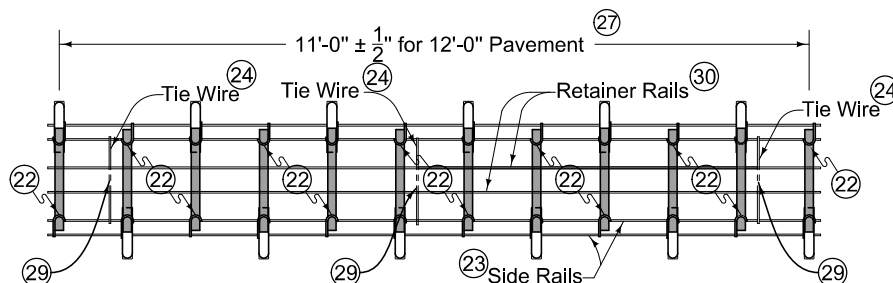
DOWEL ASSEMBLIES (19) (20) (21)

- (19) Use 18 inch long dowel bars with a tolerance of $\pm 1/8$ inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within $\pm 1/8$ inch.
- (20) Use wires with a minimum tensile strength of 50 ksi.
- (21) Details apply to both transverse contraction and expansion joints.
- (22) Weld alternately throughout.
- (23) 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- (24) Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- (25) Measured from the centerline of dowel bar to bottom of lower side rail + $1/4$ inch.
- (26) Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- (27) If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, sheet 8.
- (28) Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than $1/4$ inch horizontal skew from end of basket to end of basket.

DOWEL HEIGHT AND DIAMETER FOR DOWELED CONTRACTION JOINTS			
(T)	(DH) (25)	Diameter (Solid)	Diameter (Tubular)
7" to 7 $\frac{1}{2}$ "	3 $\frac{1}{2}$ "	$\frac{3}{4}$ "	$\frac{7}{8}$ "
8" to 9 $\frac{1}{2}$ "	4 $\frac{1}{4}$ "	1 $\frac{1}{4}$ "	1 $\frac{3}{8}$ "
10" to 11 $\frac{1}{2}$ "	5 $\frac{1}{4}$ "	1 $\frac{1}{2}$ "	1 $\frac{5}{8}$ "
12" to 13"	6 $\frac{1}{4}$ "	1 $\frac{1}{2}$ "	1 $\frac{5}{8}$ "
Tubular Dowel Bars will not be allowed for RD joints.			

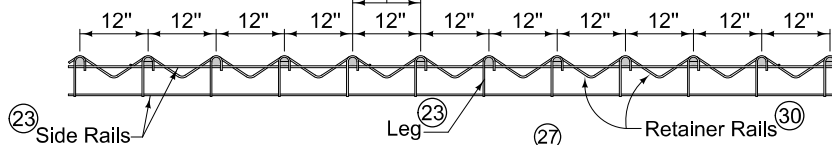
SUDAS	IOWADOT	REVISION	
		11	04-19-22
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101	
		SHEET 6 of 8	
REVISIONS: Modified circle note 32.			
Paul D. Wiegand SUDAS DIRECTOR		Steve Miller DESIGN METHODS ENGINEER	
JOINTS			

EXPANSION JOINTS

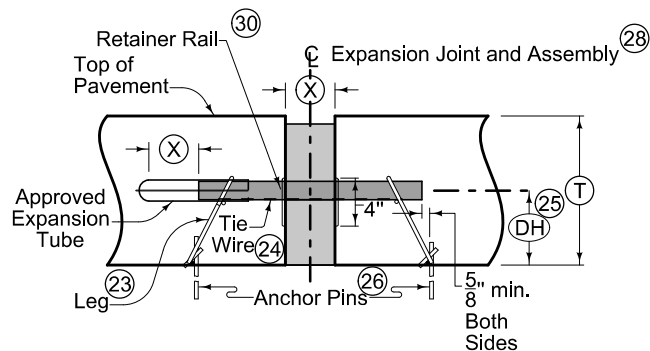


PLAN

Spaces between dowel bars are nominal dimensions with a $\frac{1}{4}$ " allowable tolerance.



ELEVATION



SECTION THRU EXPANSION JOINT

JOINT OPENING AND EXPANSION TUBE EXTENSION		
Joint Type	(X)	Minimum Tube Length
"ED"	1"	6"
"EE"	2"	7"
"EF"	3 $\frac{1}{2}$ "	9"

DOWEL HEIGHT AND DIAMETER FOR DOWELED EXPANSION JOINTS

(T)	(DH) (25)	Diameter
7" to 7 $\frac{1}{2}$ "	3 $\frac{1}{2}$ "	3 $\frac{3}{4}$ "
8" to 9 $\frac{1}{2}$ "	4 $\frac{1}{4}$ "	1 $\frac{1}{4}$ "
10" to 11 $\frac{1}{2}$ "	5 $\frac{1}{4}$ "	1 $\frac{1}{2}$ "
12" to 13"	6 $\frac{1}{4}$ "	1 $\frac{1}{2}$ "

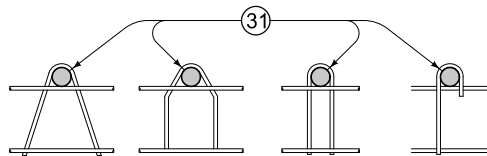
Tubular Dowel Bars will not be allowed for expansion joints.

DOWEL ASSEMBLIES

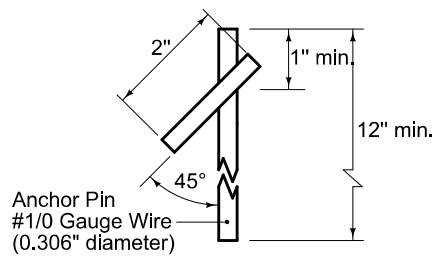
(19) (20) (21)

- (19) Use 18 inch long dowel bars with a tolerance of $\pm \frac{1}{8}$ inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within $\pm \frac{1}{8}$ inch.
- (20) Use wires with a minimum tensile strength of 50 ksi.
- (21) Details apply to both transverse contraction and expansion joints.
- (22) Weld alternately throughout.
- (23) 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- (24) Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- (25) Measured from the centerline of dowel bar to bottom of lower side rail + $\frac{1}{4}$ inch.
- (26) Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- (27) If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, sheet 8.
- (28) Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than $\frac{1}{4}$ inch horizontal skew from end of basket to end of basket.
- (29) Clip and remove center portion of tie during field assembly.
- (30) $\frac{1}{4}$ inch diameter wire.

SUDAS IOWADOT FIGURE 7010.101 STANDARD ROAD PLAN REVISIONS: Modified circle note 32. <i>Russ D. Weigand</i> SUDAS DIRECTOR <i>Shawn Miller</i> DESIGN METHODS ENGINEER	REVISION 11 04-19-22 PV-101 SHEET 7 of 8
	JOINTS

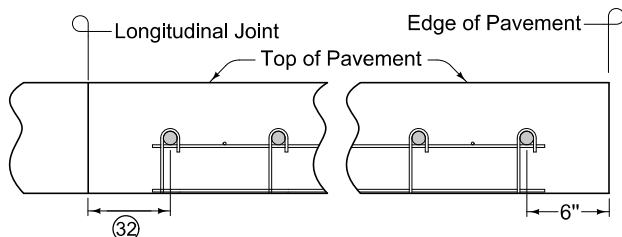


OPTIONAL LEG SHAPES

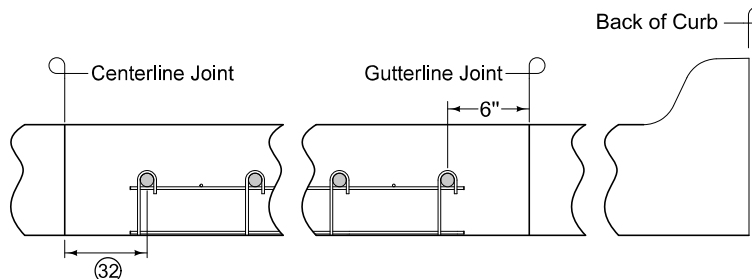


ANCHOR PIN

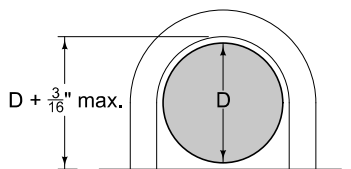
- ⑲ Use 18 inch long dowel bars with a tolerance of $\pm 1/8$ inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within $\pm 1/8$ inch.
- ⑳ Use wires with a minimum tensile strength of 50 ksi.
- ㉑ Details apply to both transverse contraction and expansion joints.
- ㉓ Diameter of bend around dowel is dowel diameter + $1/8$ to $3/16$ inches.
- ㉔ For uniform lane widths: 3 to 6 inches. For taper and variable width pavements: 3 to 12 inches.



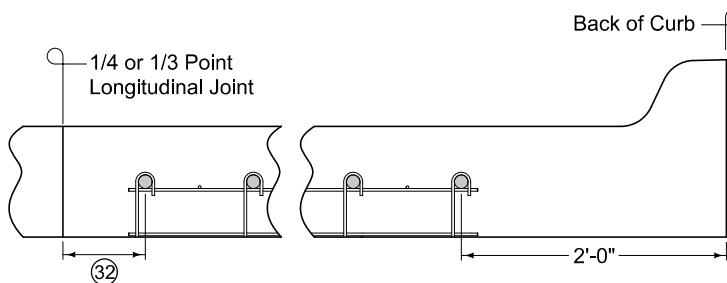
PLACEMENT LIMITS
(Rural Section)



PLACEMENT LIMITS
(Curb and Gutter - Gutterline Jointing)



BEND AROUND DOWEL ㉓

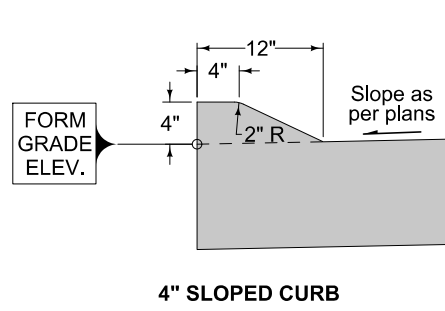
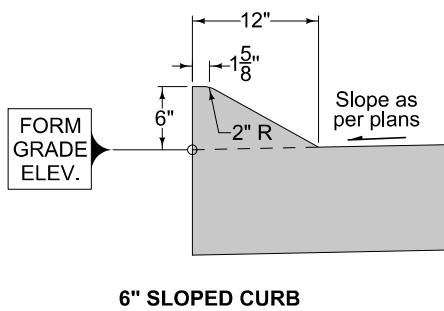
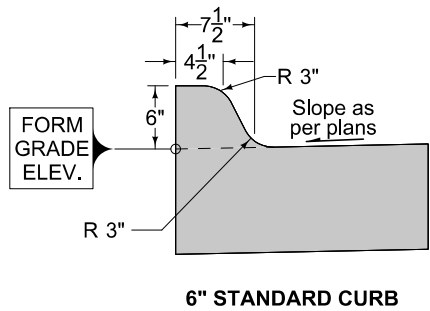


PLACEMENT LIMITS
(Curb and Gutter - 1/4 or 1/3 Point Jointing)

DOWEL ASSEMBLIES ⑲ ⑳ ㉑

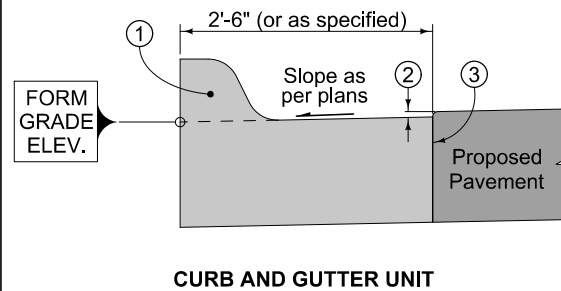
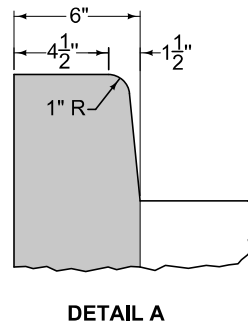
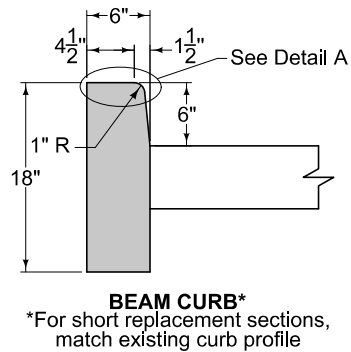
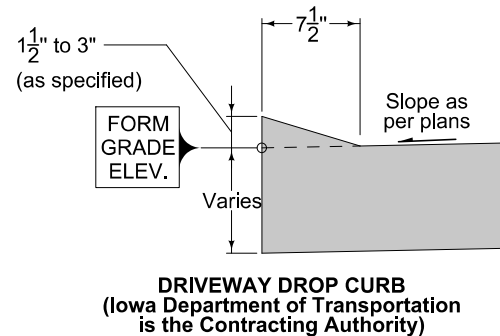
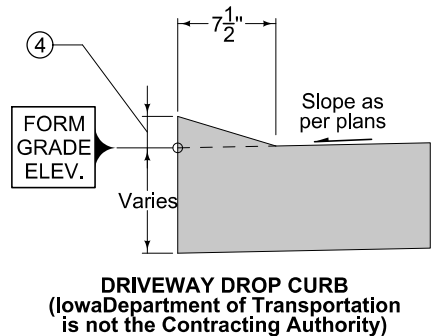
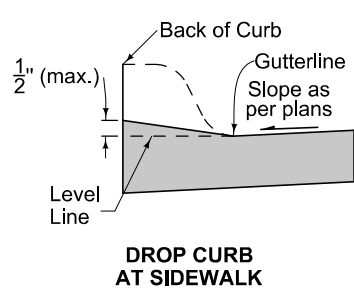
 SUDAS		REVISION	
		11	04-19-22
		PV-101	
		SHEET 8 of 8	
FIGURE 7010.101	STANDARD ROAD PLAN		
REVISIONS: Modified circle note 32.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
JOINTS			

FIGURE 7010.102 SHEET 1 OF 2

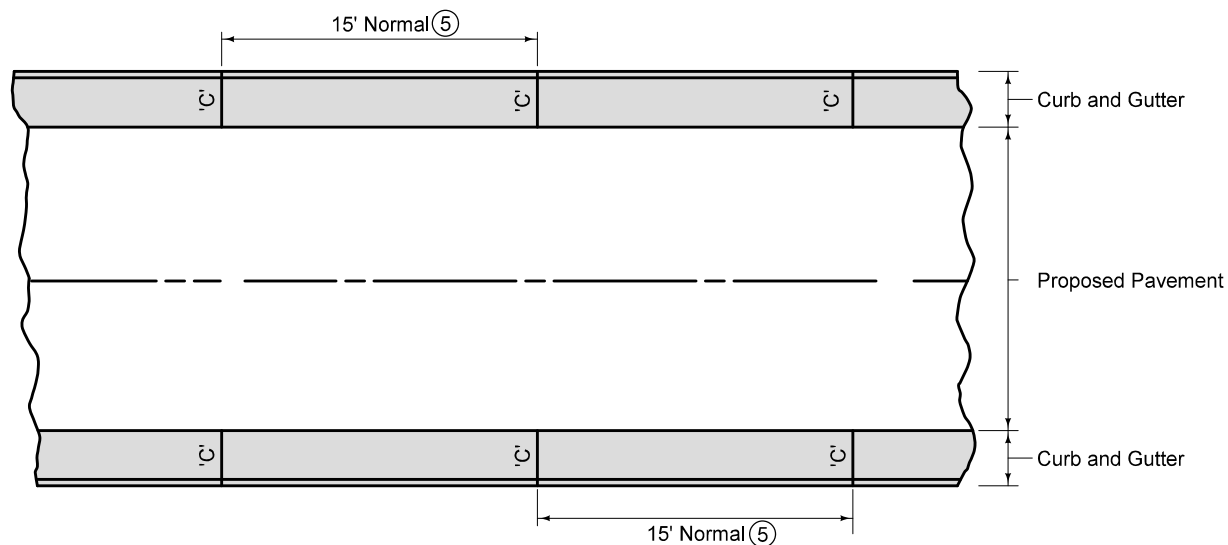


For joint details, see PV-101.

- ① 6 inch Standard Curb, 6 inch Sloped Curb, or 4 inch Sloped Curb as specified.
- ② $\frac{1}{8}$ inch if Proposed Pavement is HMA. No elevation difference if Proposed Pavement is PCC.
- ③ 'BT', 'KT', or 'L' joint if Proposed Pavement is PCC. 'B' joint if Proposed Pavement is HMA.
- ④ 0 to 2 inches for residential entrances. $1\frac{1}{2}$ to 3 inches for industrial or commercial entrances.

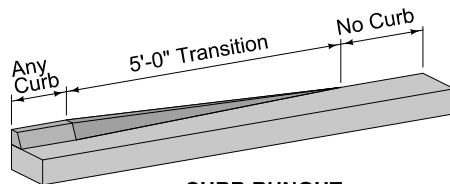


 SUDAS	 IOWADOT	REVISION	
		5	04-21-20
FIGURE 7010.102			
STANDARD ROAD PLAN			
PV-102			
SHEET 1 of 2			
REVISIONS: Split DRIVEWAY DROP CURB detail into two details. Added new circle note 4 on Sheet 1. Renumbered circle note on Sheet 5.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
PCC CURB DETAILS			

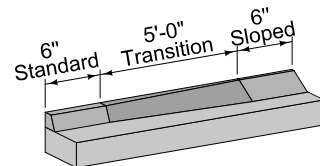


JOINTING DIAGRAM FOR CURB AND GUTTER UNIT

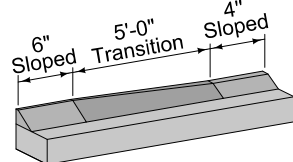
⑤ If proposed pavement is PCC, match joint spacing for proposed pavement. Place 'E' joints in curb and gutter section where expansion joints are to be placed in proposed pavement.



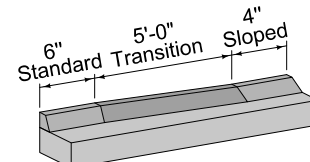
CURB RUNOUT FOR ALL CURBS



CURB TRANSITION FROM 6" STANDARD TO 6" SLOPED



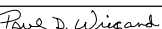
CURB TRANSITION FROM 6" SLOPED TO 4" SLOPED

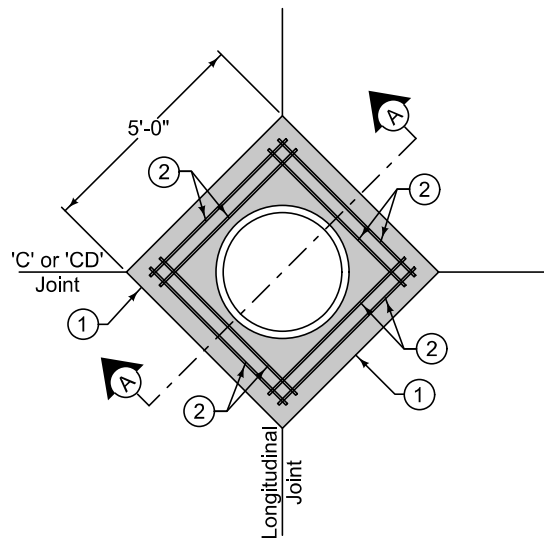


CURB TRANSITION FROM 6" STANDARD TO 4" SLOPED

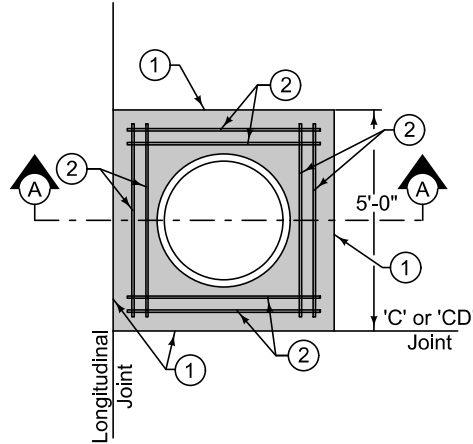
FIGURE 7010.102

SHEET 2 OF 2

 SUDAS	 IOWADOT	REVISION	
		5	04-21-20
FIGURE 7010.102	STANDARD ROAD PLAN	PV-102	
		SHEET 2 of 2	
REVISIONS: Split DRIVEWAY DROP CURB detail into two details. Added new circle note 4 on Sheet 1. Renumbered circle note on Sheet 5.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
PCC CURB DETAILS			



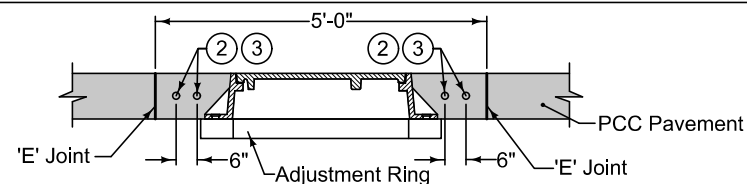
AT JOINT INTERSECTION



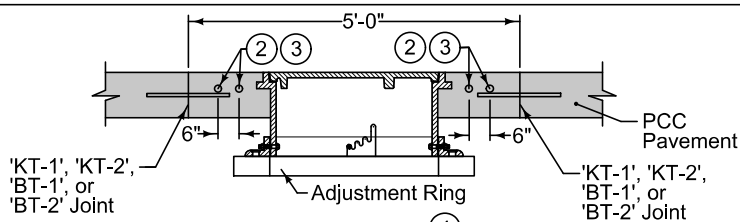
OFFSET AT JOINT INTERSECTION

Construct boxout with Class C concrete or match pavement class. Minimum 2 inches clear on reinforcement. Minimum 12 inches of concrete between outside of casting and nearest joint. Center casting within boxout area if possible.

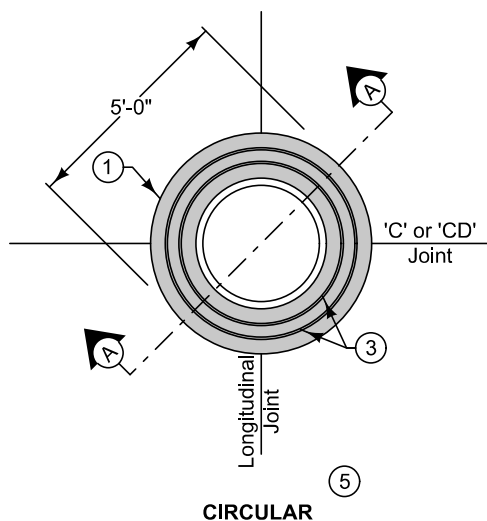
- ① 'KT-1', 'KT-2', 'BT-1', or 'BT-2' joint if three-piece floating casting (SW 601 Type B and D or SW-602 Type F) is used. 'E' joint if two-piece fixed casting (SW 601 Type A and C or SW-602 Type E) is used.
- ② 4 foot 8 inch (typ.) #4 bar. Place at mid-slab.
- ③ #4 hoops (variable length). Place at mid-slab.
- ④ No boxout is required for three-piece floating castings (SW 601 Type B and D or SW-602 Type F). If a boxout is used with a three-piece casting, construct as detailed in Section A-A for three-piece floating casting.
- ⑤ If a circular boxout is cut and extracted after PCC construction, a 'B' joint may be substituted for the 'E' joint if approved by the Engineer.



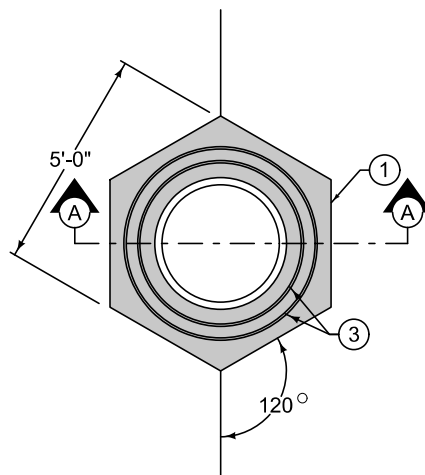
SECTION A-A
(For two-piece fixed casting)



SECTION A-A ④
(For three-piece floating casting)

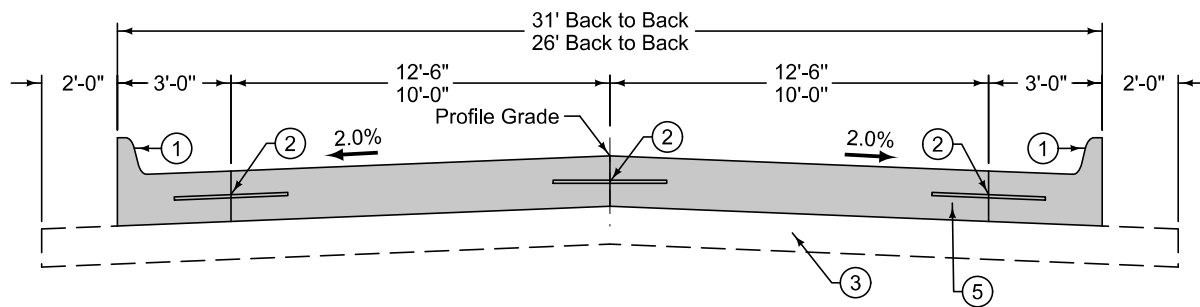
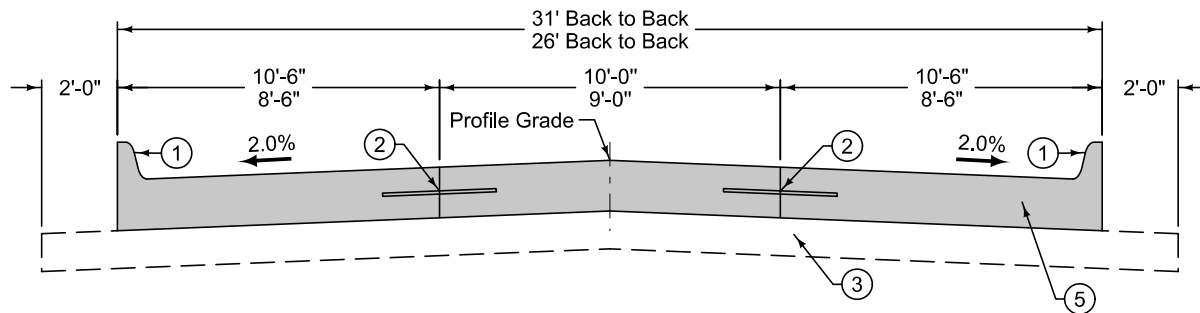
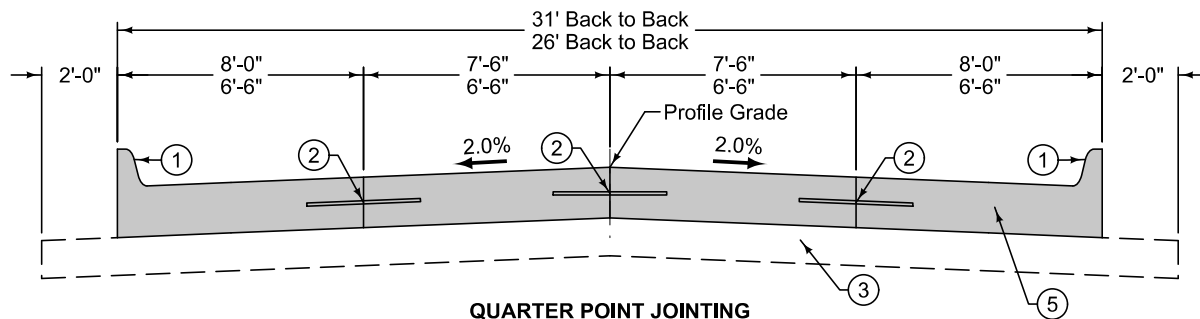


CIRCULAR



AT A SINGLE JOINT

 SUDAS	 IOWADOT	REVISION	
		2	04-19-22
PV-103			
SHEET 1 of 1			
FIGURE 7010.103		STANDARD ROAD PLAN	
REVISIONS: Added note 5.			
 SUDAS DIRECTOR		 DESIGN METHODS ENGINEER	
MANHOLE BOXOUTS IN PCC PAVEMENT			



- ① 6 inch standard curb.
- ② BT, KT, or L joint depending on pavement thickness and construction staging.
- ③ Subbase or subgrade as specified.
- ④ Unless otherwise specified in the contract documents.
- ⑤ No dowels within 24" of the back of curb. With gutterline joint, place first dowel 6 inches from the joint. See Figure 7010.101, Sheet 8.

TRANSVERSE JOINT REQUIREMENTS ④		
Pavement Thickness	Transverse Joint Type	Transverse Joint Spacing
6"	C	12'
7"	C	15'
8"	CD ⑤	15'
9"	CD ⑤	15'
≥10"	CD ⑤	17'

SUDAS

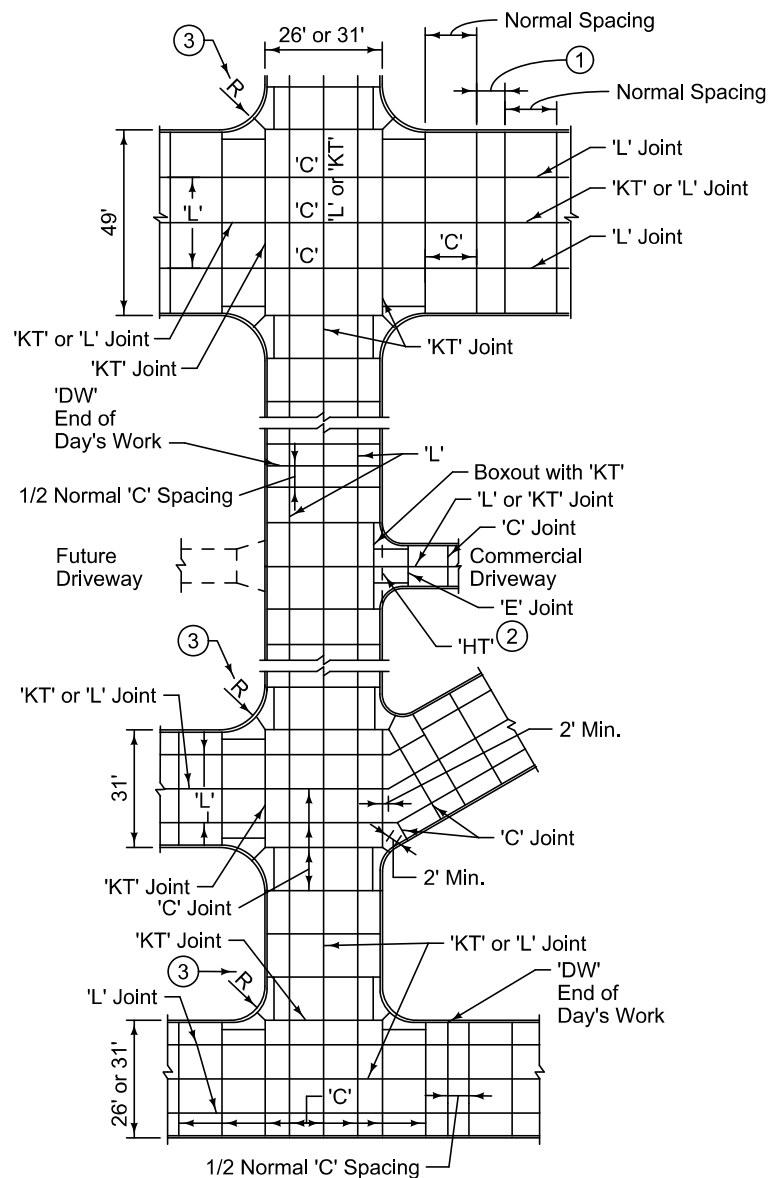
2022 Edition

7010.901

SHEET 1 of 1

SUDAS Standard Specifications

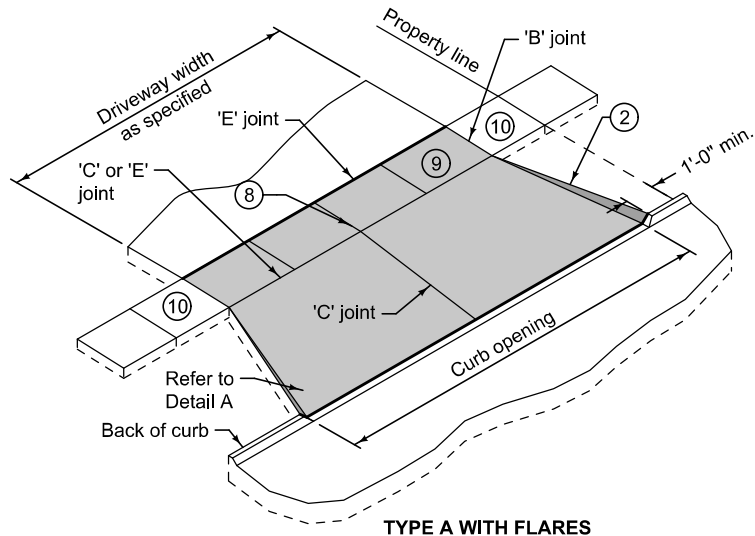
PCC PAVEMENT JOINTING



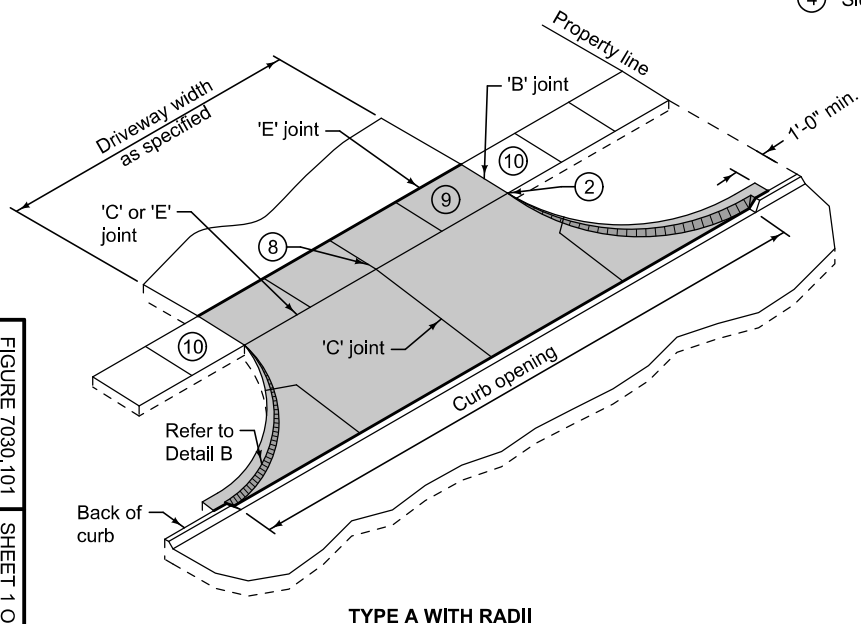
Refer to Figure 7010.901 for maximum transverse joint spacing.

Where new and existing pavements meet, and no existing dowels, tie bars, or keyed joints are present, provide a 'BT', 'RT', or 'RD' joint.

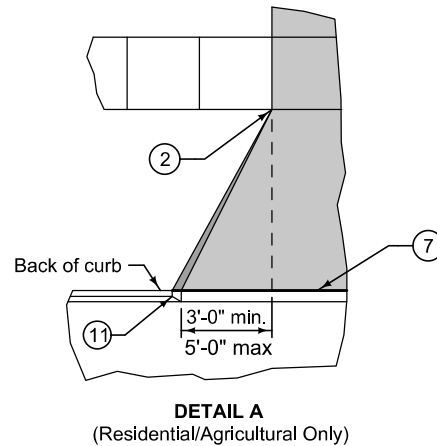
- ① Shorten jointing pattern on either side of openings to allow joints to intersect round castings and fall at the edges of intake boxouts.
- ② Where pavement abuts an unimproved street, terminate with a type 'HT' joint.
- ③ When radius exceed 20 feet, add one additional 'C' joint at radius intersections.



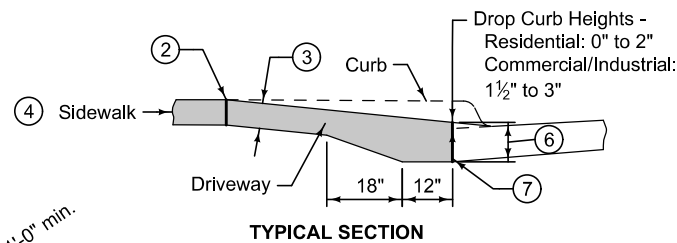
TYPE A WITH FLARES



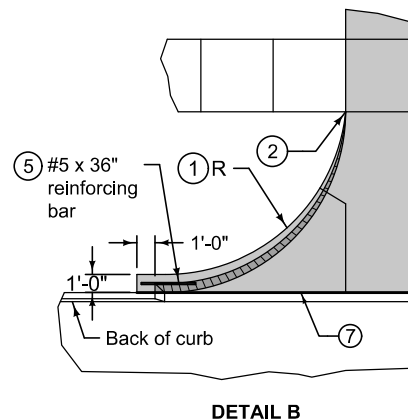
TYPE A WITH RADII



DETAIL A
(Residential/Agricultural Only)

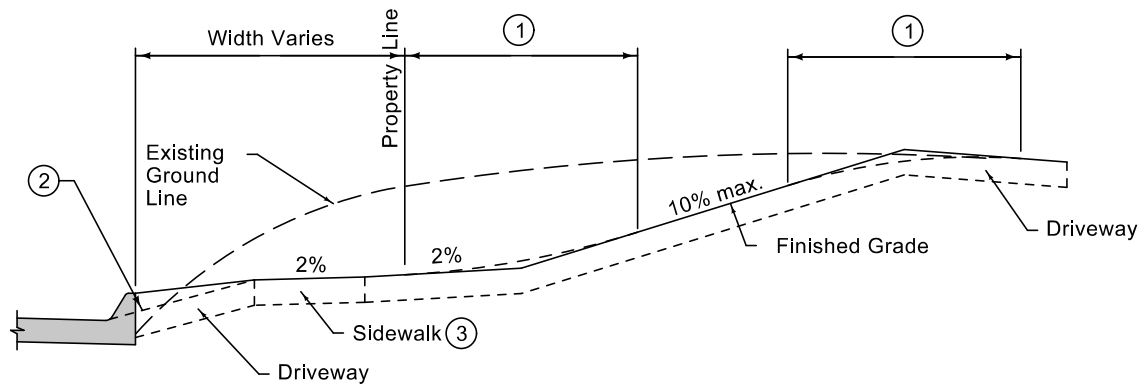


TYPICAL SECTION

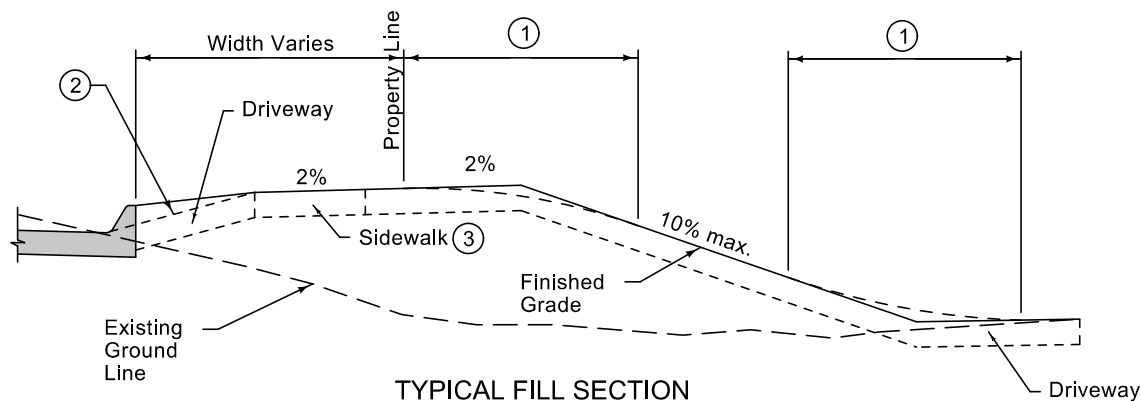


DETAIL B

- ① Driveway radius (R).
Residential: 10 foot minimum, 15 foot maximum.
Commercial and industrial: As specified in the contract documents.
- ② Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb across sidewalk.
- ③ Pavement thickness.
Residential: 6 inches minimum.
Commercial and industrial: 7 inches minimum.
- ④ Sidewalk thickness through driveway to match thickness of driveway.
- ⑤ Center reinforcing bar vertically in the pavement.
- ⑥ Match thickness of adjacent roadway, 8 inches minimum.
- ⑦ Provide 'E' joint at back of curb unless 'B' joint is specified.
- ⑧ For alleys, invert the pavement crown 2% toward center of alley.
- ⑨ Target cross slope of 1.5% with a maximum cross slope of 2.0%. If specified in the contract documents, construct the sidewalk through the driveway 5 feet wide to serve as a passing space.
- ⑩ If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway. If elevation change requires a curb ramp, comply with Figure 7030.205; verify need for detectable warning panel with Engineer.
- ⑪ Transition street curb at minimum 1:1 slope to meet driveway curb.



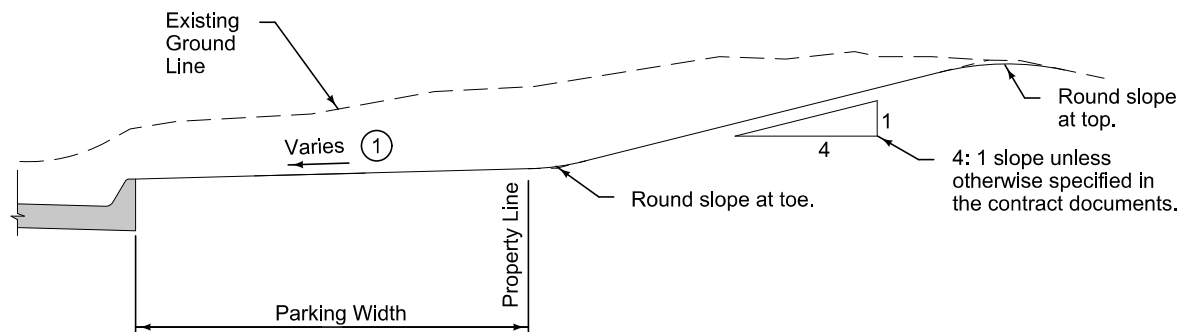
TYPICAL CUT SECTION



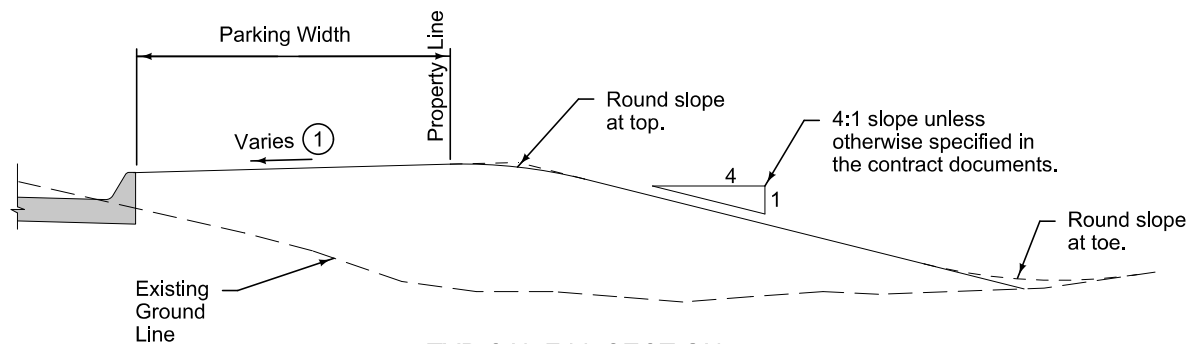
TYPICAL FILL SECTION

- ① 10 foot vertical curve required for 5% or greater change in grade.
- ② Slope varies. See contract documents.
- ③ Target cross slope of 1.5% with a maximum cross slope of 2.0%.

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SUDAS Standard Specifications		
DRIVEWAY GRADING		



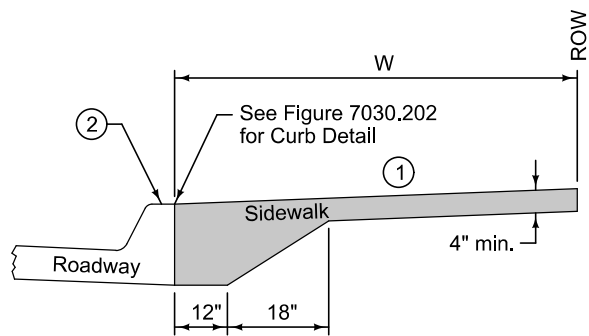
TYPICAL CUT SECTION



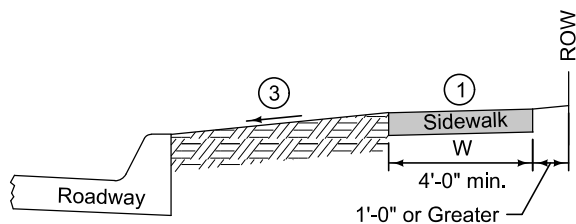
TYPICAL FILL SECTION

- ① Parking Slope:
If parking width is less than 10 feet wide, slope at 1/4 inch per foot.
- If parking width is 10 feet wide and greater, slope at 1/2 inch per foot.

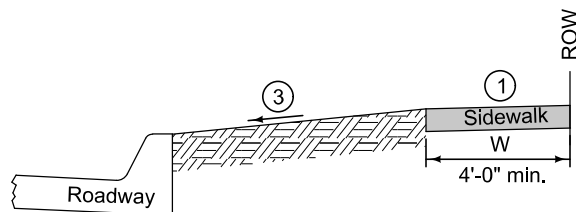
 SUDAS	REVISION	
	1	10-21-14
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SHEET 1 of 1		
SUDAS Standard Specifications		
RIGHT-OF-WAY GRADING		



CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



CLASS B SIDEWALK



CLASS C SIDEWALK

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
- ② Ensure top of curb slopes to street for drainage.
- ③ Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ inch per foot.

If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ inch per foot.

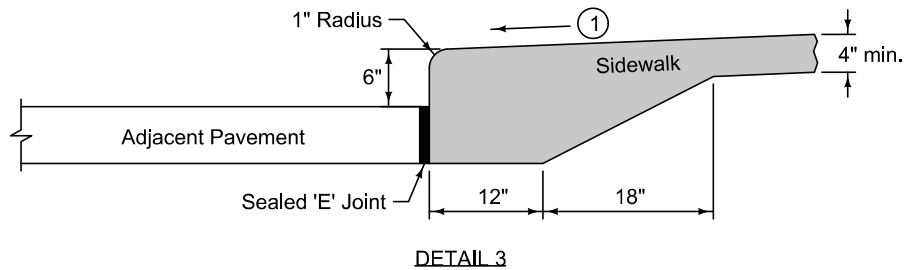
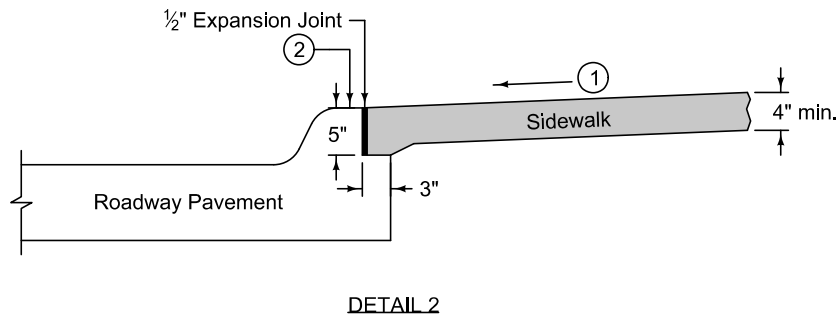
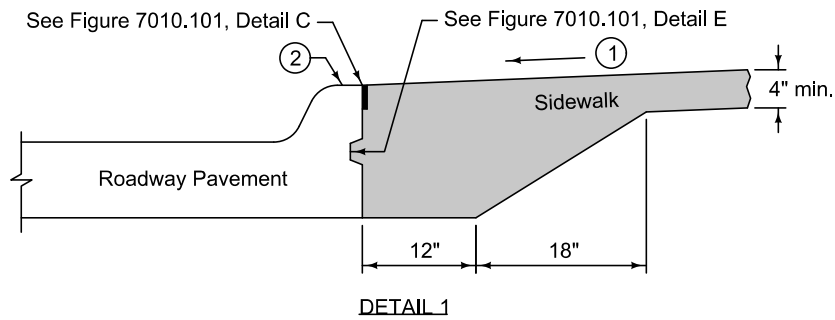
Special grade may be specified in the contract documents.

W = Sidewalk width as specified in the contract documents.

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	7030.201	
	SHEET 1 of 1	

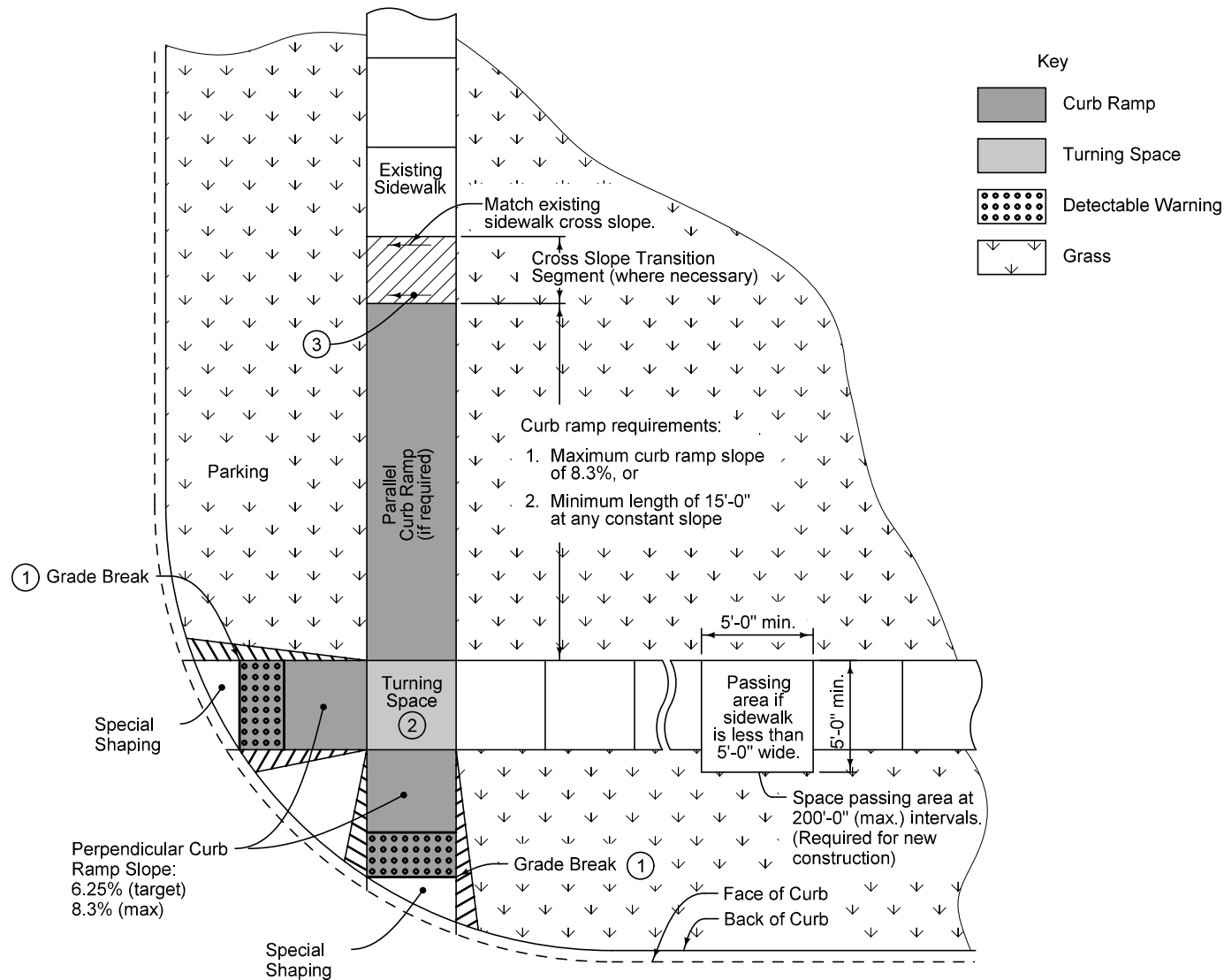
SUDAS Standard Specifications

CLASSES OF SIDEWALKS



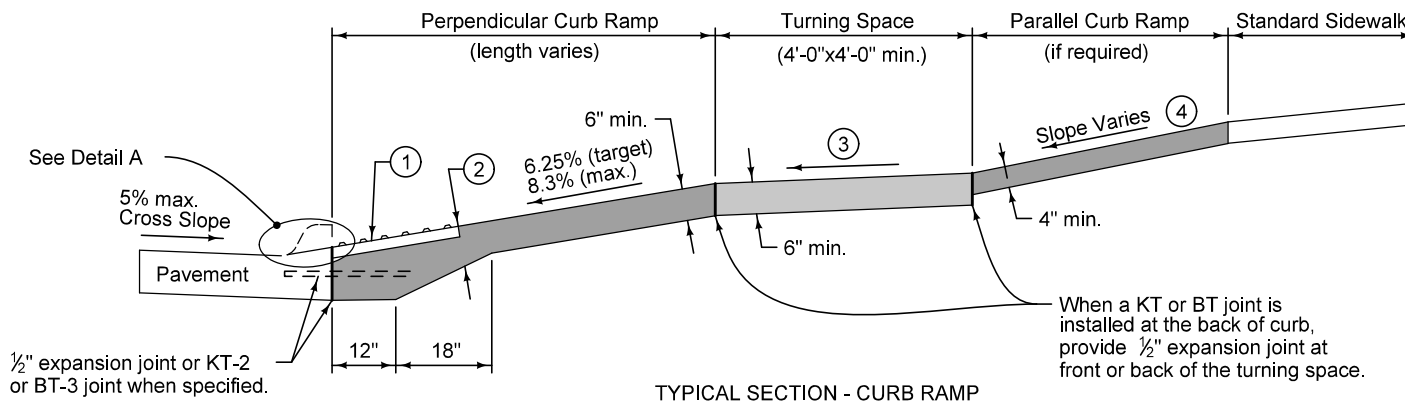
For new sidewalk with new curb and gutter, comply with Detail 1 or Detail 2. Comply with Detail 3 for new sidewalk adjacent to existing pavement or when specified in the contract documents.

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ② Ensure top of curb slopes to street for drainage.

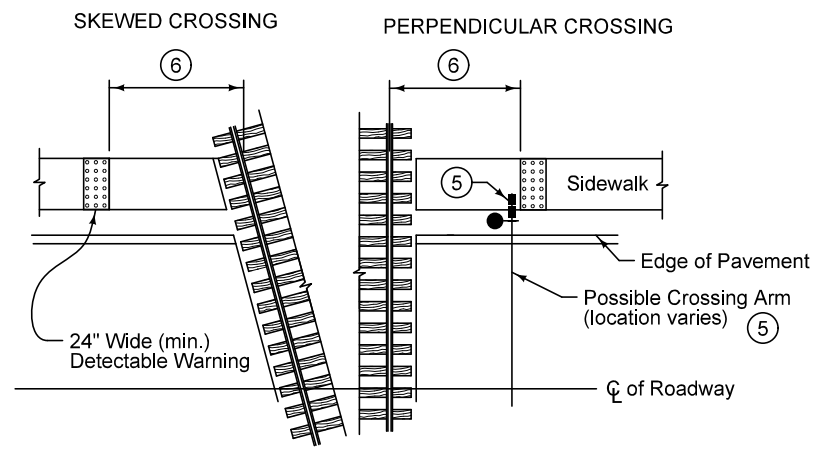
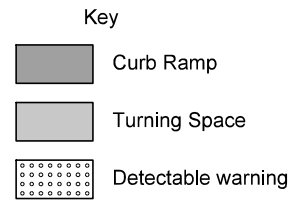


- ① Match pedestrian street crossing slope, or flatter.
- ② Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ③ Target cross slope of 1.5% with a maximum cross slope of 2.0%.

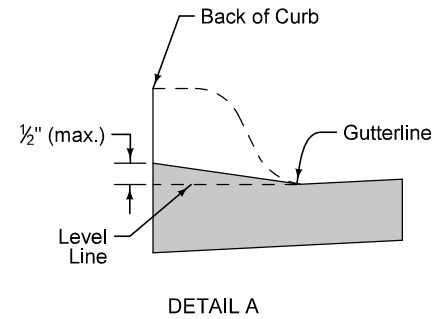
	REVISION	
	3	10-20-15
	7030.204	
SHEET 1 of 1		
SUDAS Standard Specifications		
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK		



TYPICAL SECTION - CURB RAMP



DETECTABLE WARNING LOCATION AT RAILROAD CROSSING



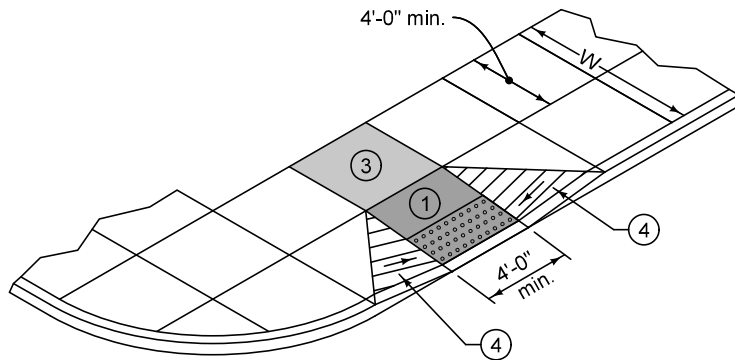
DETAIL A

- 1 Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- 2 Provide a minimum of 6 inches of concrete below the detectable warning panel.
- 3 Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- 4 If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.

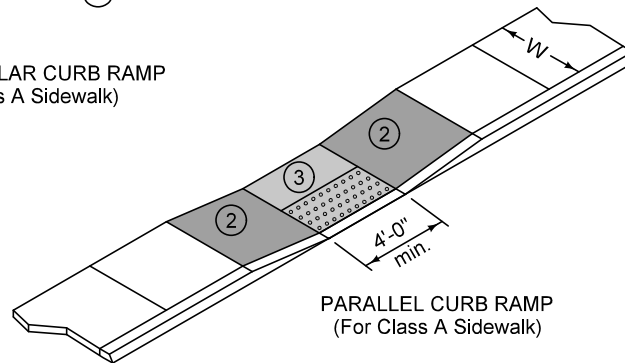
The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- 5 If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
- 6 Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

FIGURE 7030.205 SHEET 1 OF 1

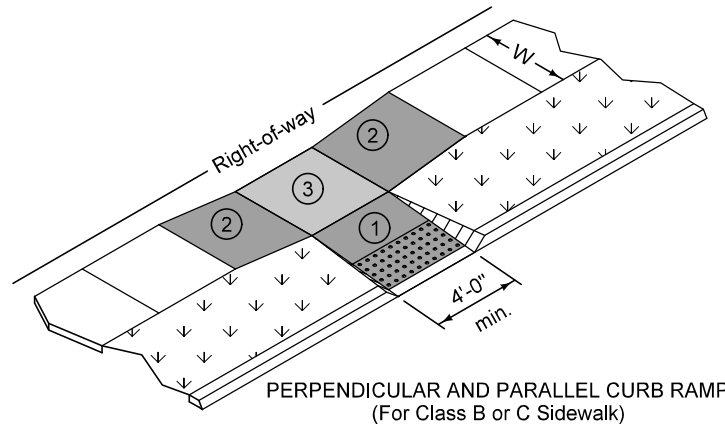
	REVISION 1 10-20-15	
	SUDAS 7030.205	
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SUDAS Standard Specifications		
GENERAL SIDEWALK AND CURB RAMP DETAILS		



PERPENDICULAR CURB RAMP
(For Class A Sidewalk)



PARALLEL CURB RAMP
(For Class A Sidewalk)



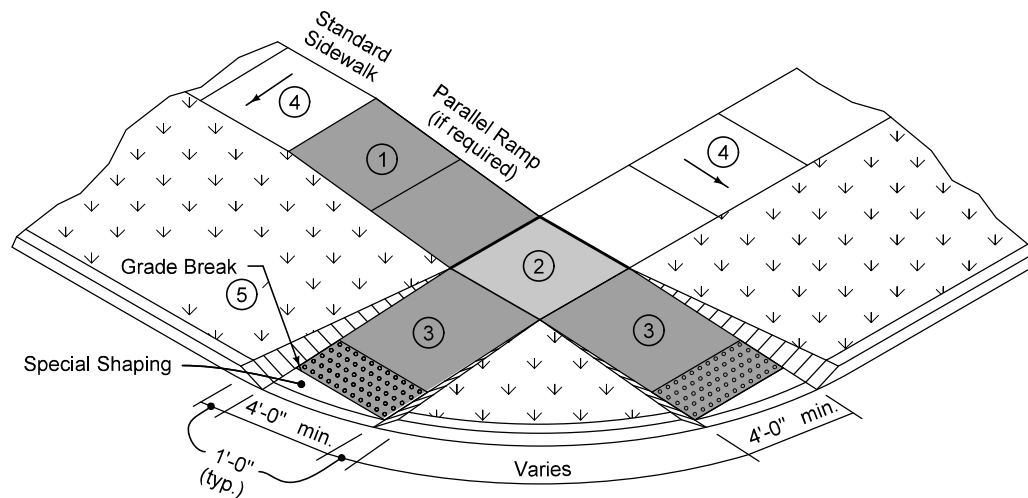
PERPENDICULAR AND PARALLEL CURB RAMP
(For Class B or C Sidewalk)

Key

-  Curb Ramp
-  Turning Space
-  Detectable Warning

- ① Perpendicular Curb Ramp: Target running slope of 6.25% with maximum running slope of 8.3%. Match pedestrian street crossing cross slope at back of curb. At mid-block crossings, cross slope may exceed 2.0% to match roadway grade.
- ② Parallel Curb Ramp: Target cross slope of 1.5% with a maximum cross slope of 2.0%. The length of the parallel ramp is not required to exceed 15 feet, regardless of resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- ③ Turning Space: Target slope of 1.5%, with a maximum slope perpendicular to the travel directions of 2.0%. At mid-block crossings, cross slope of landing may exceed 2.0% to match roadway grade. Minimum 4 feet by 4 feet.
- ④ Flare (10:1 max.) required if ramp is contiguous with sidewalk.

	REVISION
	New 10-16-12
	7030.206
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SUDAS Standard Specifications	
CURB RAMPS OUTSIDE OF INTERSECTION RADIUS	

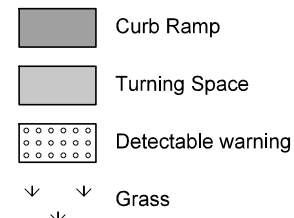


- ① Parallel Curb Ramp: If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.

The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.

- ② Turning Space: Target slope of 1.5% with maximum slope perpendicular to the travel directions of 2.0%. Minimum 4 feet by 4 feet.
- ③ Perpendicular Curb Ramp: Target running slope of 6.25% with maximum running slope of 8.3%.
- ④ Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ⑤ Match pedestrian street crossing cross slope or flatter.

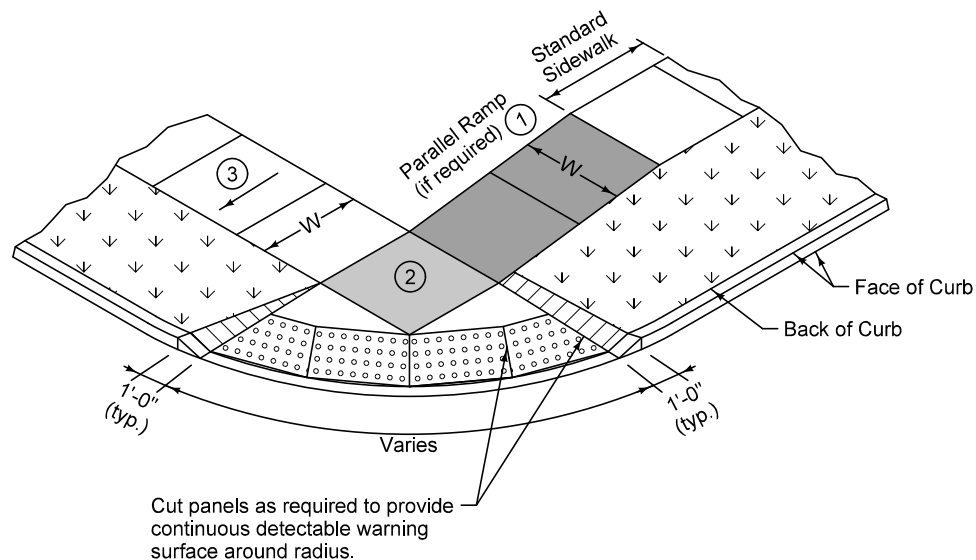
Key



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CURB RAMP FOR
CLASS B OR C SIDEWALK



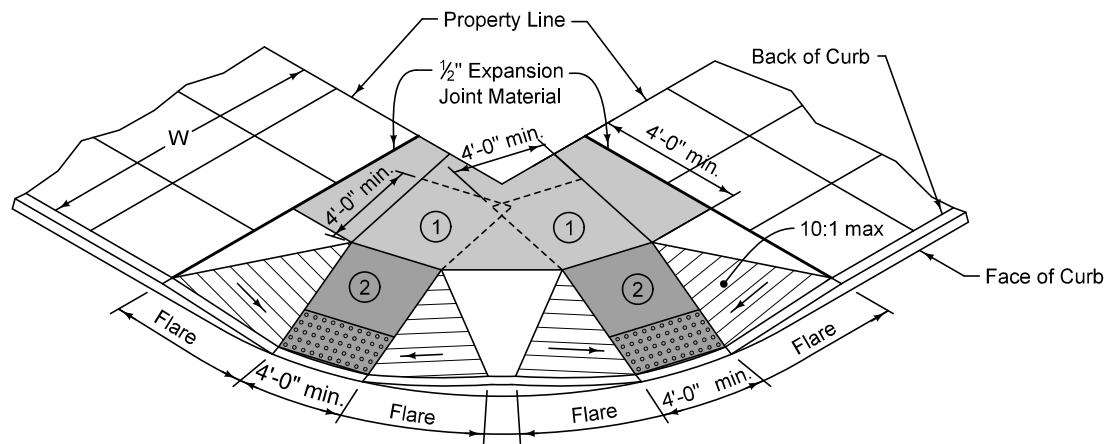
- ① Parallel Curb Ramp: If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.

The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- ② Turning Space: Target slope of 1.5% with maximum slope perpendicular to the direction of travel of 2.0%. Minimum 4 feet by 4 feet.
- ③ Target cross slope of 1.5% with a maximum cross slope of 2.0%.

Key

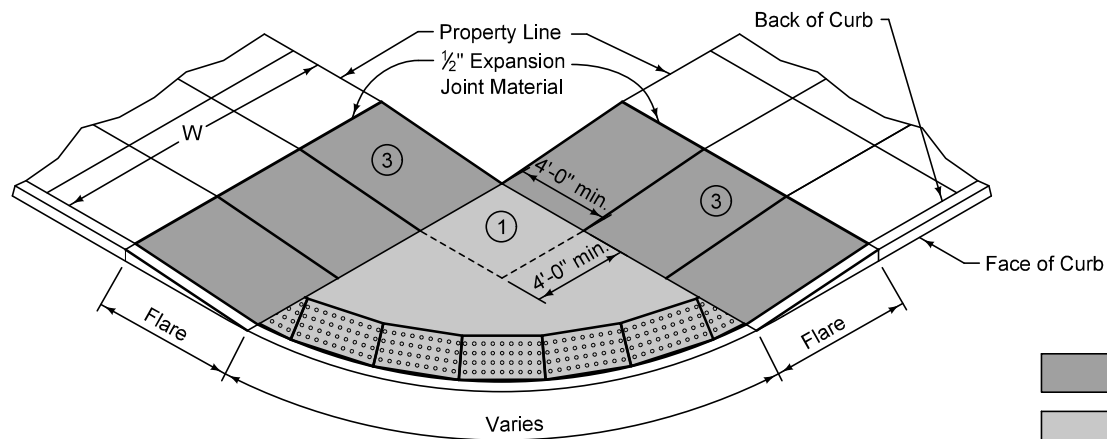
	Curb Ramp
	Turning Space
	Detectable warning
	Grass

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	SUDAS Standard Specifications
	ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK

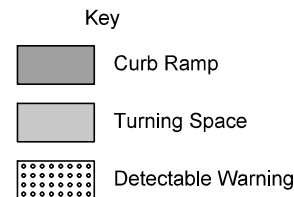


CLASS A SIDEWALK CURB RAMP

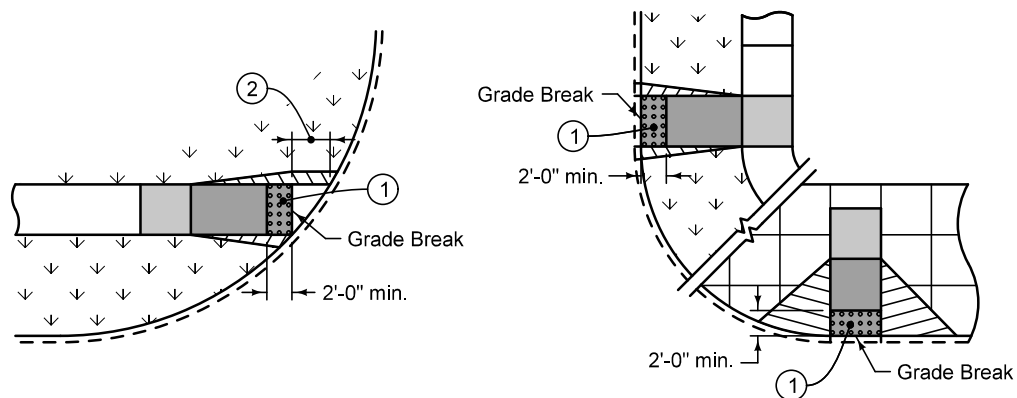
- ① Turning Space: Target slope of 1.5% with maximum slope perpendicular to the travel direction of 2.0%. Minimum 4 feet by 4 feet (turning spaces may overlap).
- ② Perpendicular Curb Ramp: Target running slope of 6.25% with maximum running slope of 8.3%.
- ③ Parallel Curb Ramp: Target running slope of 6.25% with maximum running slope of 8.3%. The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% for parallel ramps shorter than 15 feet.



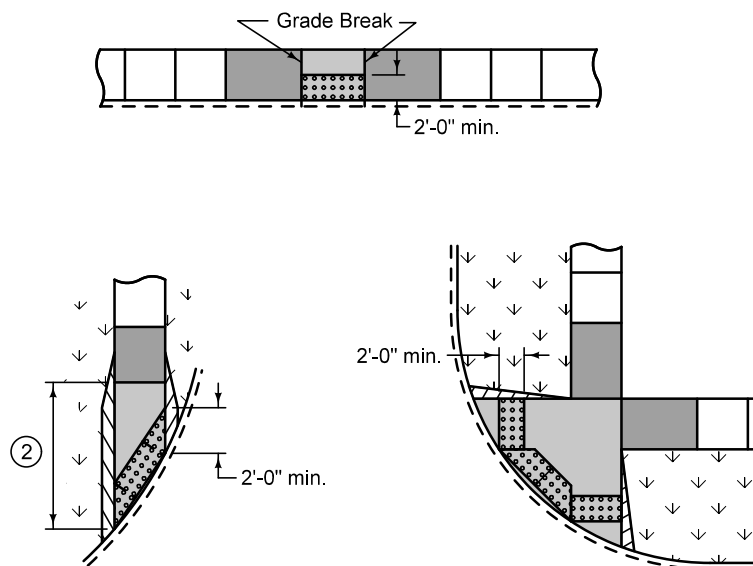
CLASS A SIDEWALK CURB RAMP ALTERNATIVE



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CURB RAMPS FOR CLASS A SIDEWALK	



PERPENDICULAR RAMPS



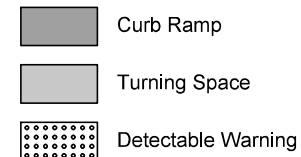
PARALLEL RAMPS

Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.

- ① When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.
- ② When the distance between the grade break and the back of curb is less than 5 feet, place detectable warning surface at the bottom of the curb ramp.

Where one corner of the curb ramp is more than 5 feet from the back of curb, construct curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at the back of curb.

Key

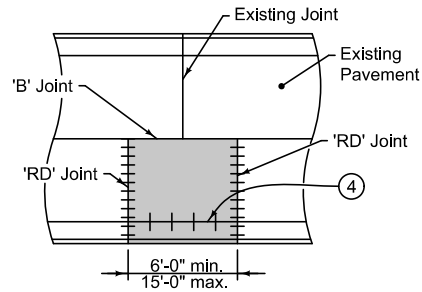


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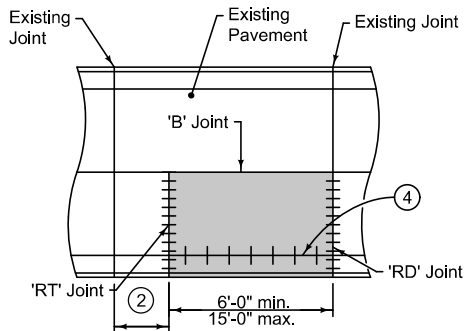
SUDAS Standard Specifications

DETECTABLE WARNING
PLACEMENT

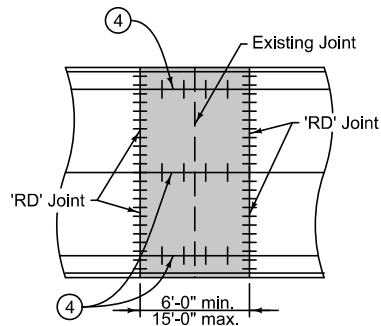
GUTTERLINE JOINTING



ONE PANEL WIDTH PATCH WITH OPPOSING JOINT

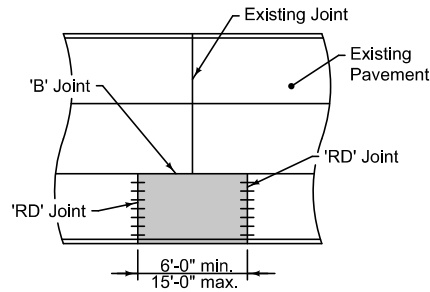


ONE PANEL WIDTH PATCH NO OPPOSING JOINT

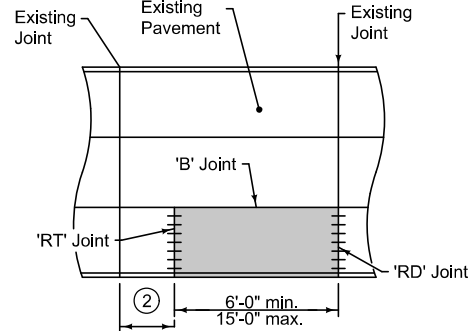


FULL ROADWAY WIDTH PATCH

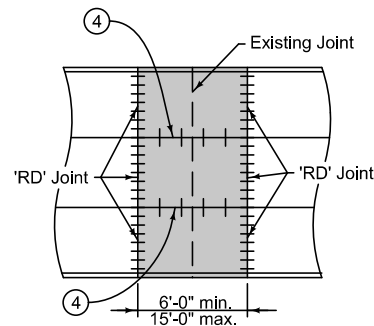
THIRD POINT JOINTING



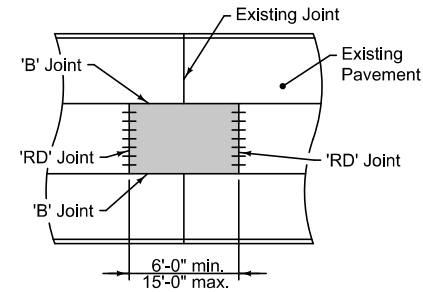
OUTSIDE PANEL PATCH WITH OPPOSING JOINT



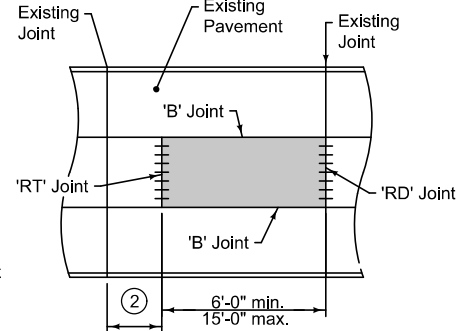
OUTSIDE PANEL PATCH NO OPPOSING JOINT



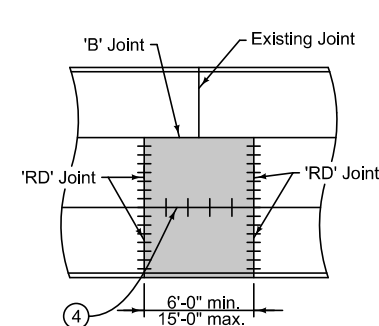
FULL ROADWAY WIDTH PATCH



CENTER PANEL PATCH WITH OPPOSING JOINTS



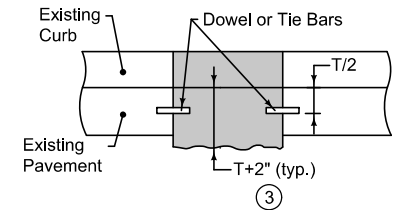
CENTER PANEL PATCH NO OPPOSING JOINT



ADJACENT PANELS PATCH

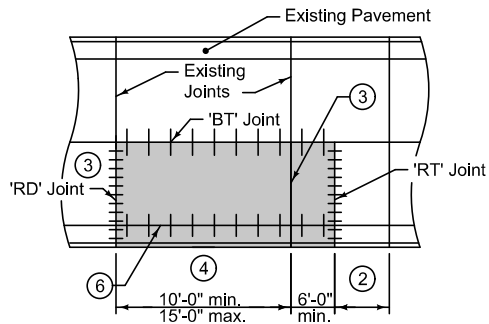
- ① Patches on roadways with quarter point jointing will be similar to third point jointing details.
- ② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
- ③ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
- ④ BT, KT, or L joint depending on pavement thickness and pouring sequence.

LONGITUDINAL SECTION THRU PCC PATCH

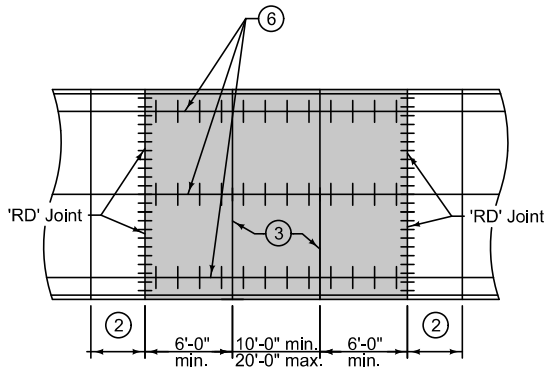


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FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG	

GUTTERLINE JOINTING

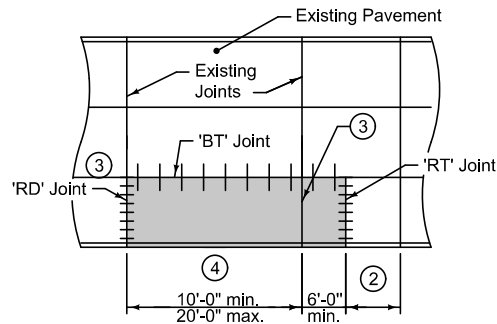


ONE PANEL WIDTH PATCH

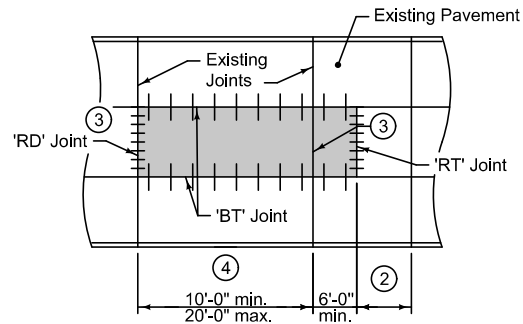


FULL ROADWAY
WIDTH PATCH

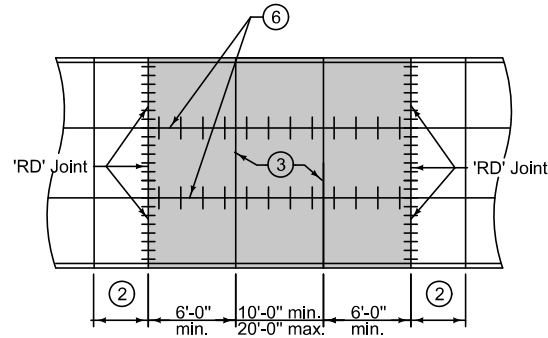
THIRD POINT JOINTING ①



OUTSIDE PANEL PATCH



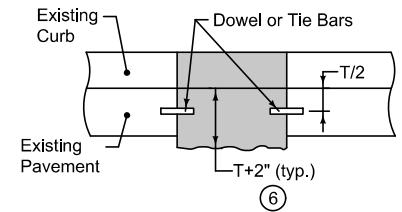
CENTER PANEL PATCH

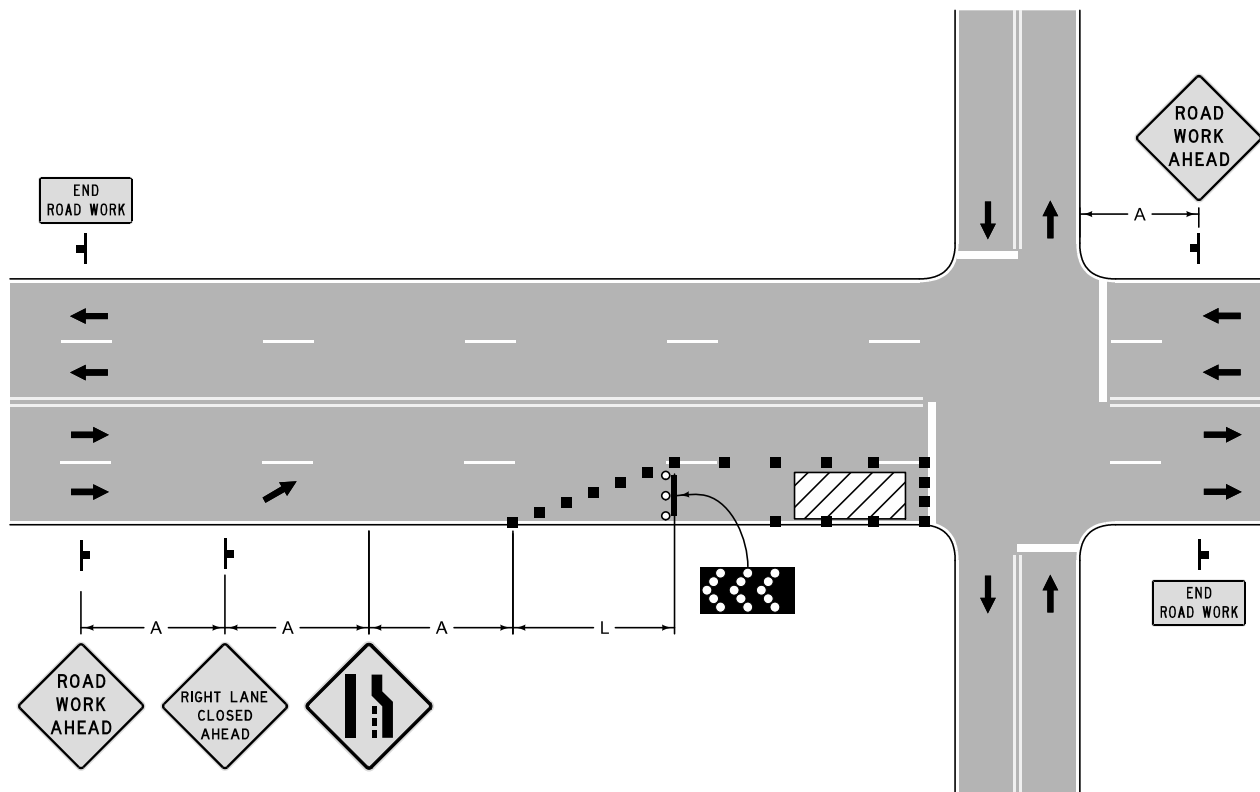


FULL ROADWAY
WIDTH PATCH

- ① Patches on roadways with quarter point jointing will be similar to third point jointing details.
- ② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
- ③ Match existing joint type and locations. If specified, replace existing 'C' joints with 'CD' joints.
- ④ If existing joint spacing is greater than 20 feet, add a 'CT' joint at mid-panel.
- ⑤ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
- ⑥ BT, KT, or L joint depending on pavement thickness and pouring sequence

LONGITUDINAL SECTION THRU PCC PATCH





Place arrow board within the closed lane behind the channelizing devices and as close to the beginning of the taper as practical, while keeping it on the paved surface.

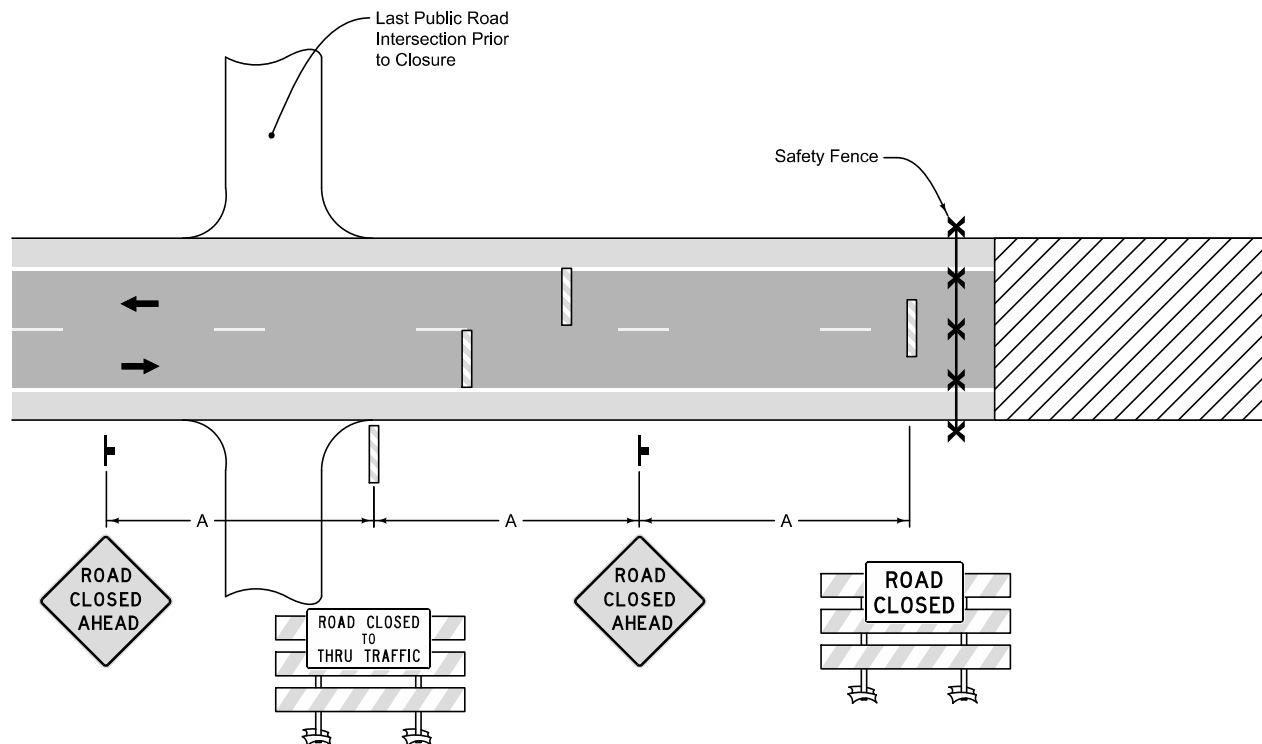
If the work area extends across the crosswalk, the crosswalk should be closed using appropriate information and devices.

For traffic signal maintenance, consider using law enforcement and/or a shadow vehicle.

For intersection approaches reduced to a single lane, left-turning movements may be prohibited to maintain capacity for through motor vehicle traffic.

Right lane closure shown; for left lane closure, modify sign messages and arrow board.

Refer to Figure 8030.101 for symbol key and sign spacing.



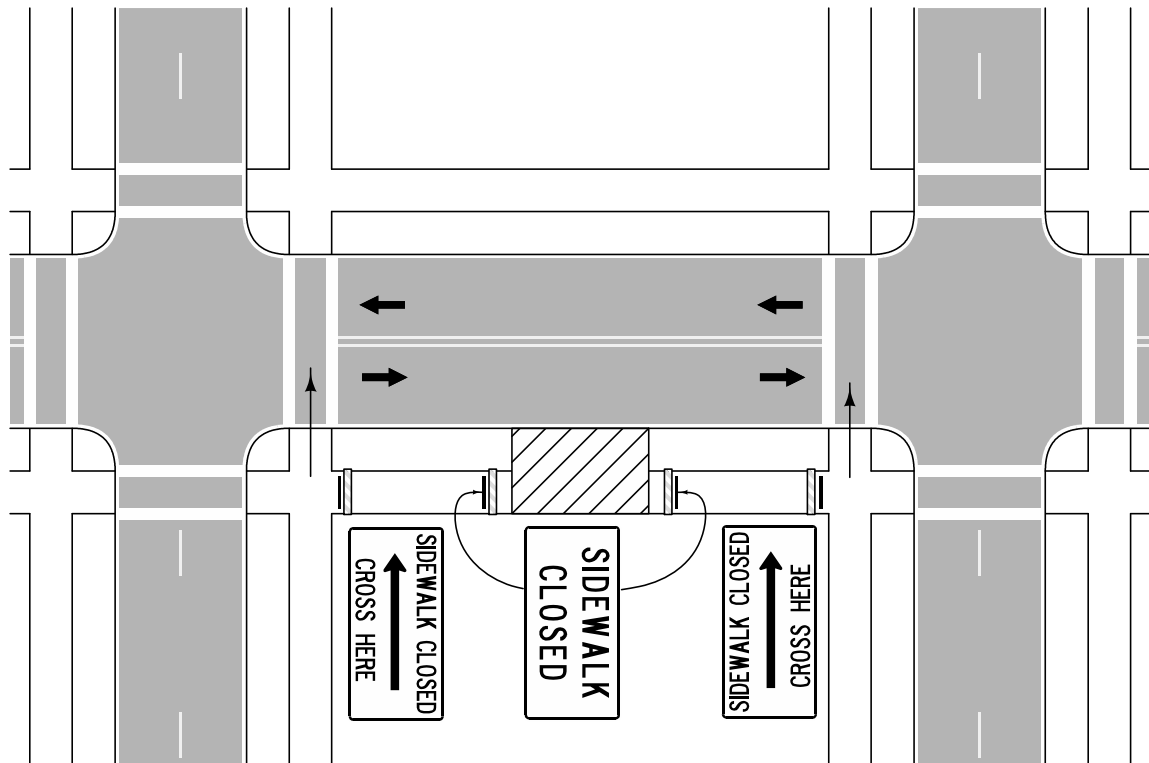
When distance "A" is less than 500 feet, place the barricade with the ROAD CLOSED TO THRU TRAFFIC sign in the middle of the traffic lane approaching the work area. The barricade may be omitted if the distance to the work area is less than 250 feet.

Maintain safety fence closures to prevent unauthorized vehicles from passing through.

Place staggered Type III barricades in the roadway after the last public road intersection prior to the closure.

If local traffic is allowed to pass a Type III barricade, retroreflective sheeting is required on both sides of the barricade.

Refer to Figure 8030.101 for symbol key and sign spacing.



Use when crosswalks, sidewalks, or other pedestrian facilities are closed or relocated. Ensure temporary facilities are detectable and include accessibility features consistent with the features present in the existing pedestrian facility.

Signs such as KEEP RIGHT (LEFT) may be placed to guide or direct pedestrians.

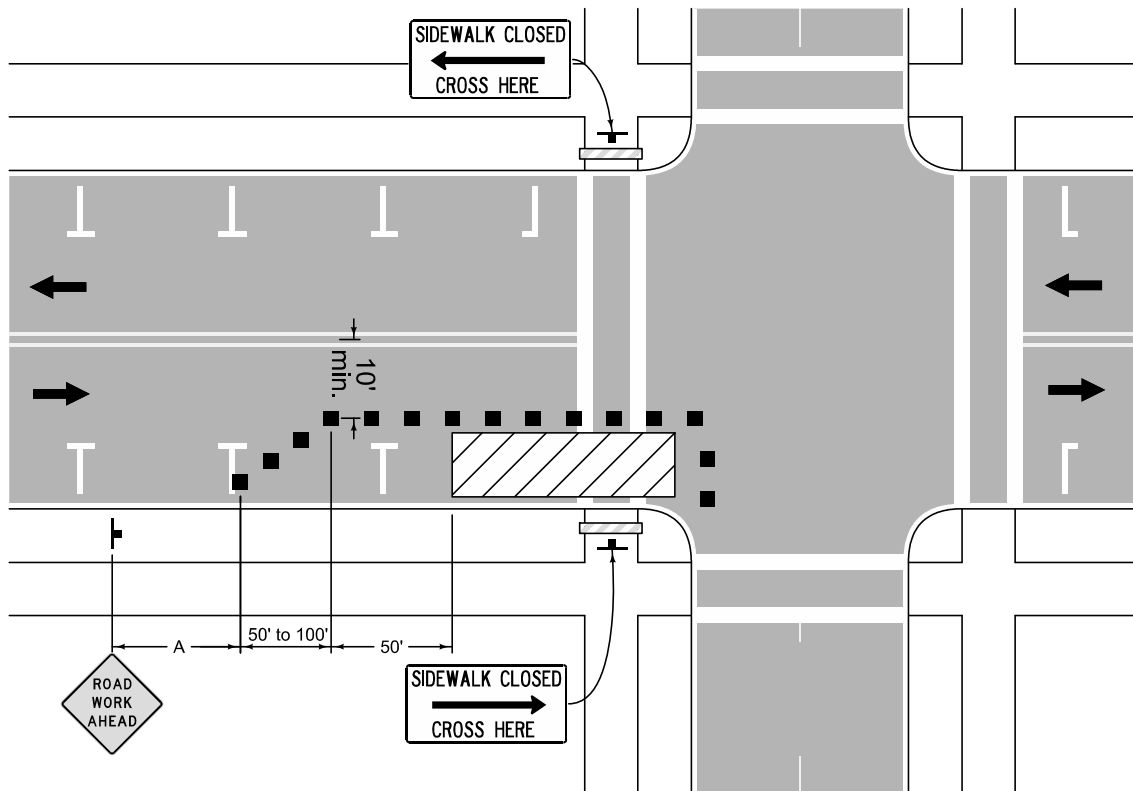
Provide continuous barriers or fencing complying with the requirements of PROWAG to secure work areas from pedestrians.

When required in the contract documents, provide auxiliary lighting or audible information devices to assist pedestrians with visual disabilities.

Only the temporary traffic control devices related to pedestrians are shown. Other devices related to control of vehicular traffic may be necessary.

Refer to Figure 8030.101 for symbol key and sign spacing.

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SIDEWALK DETOUR		

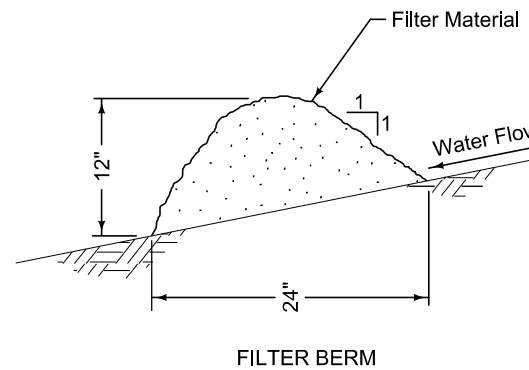
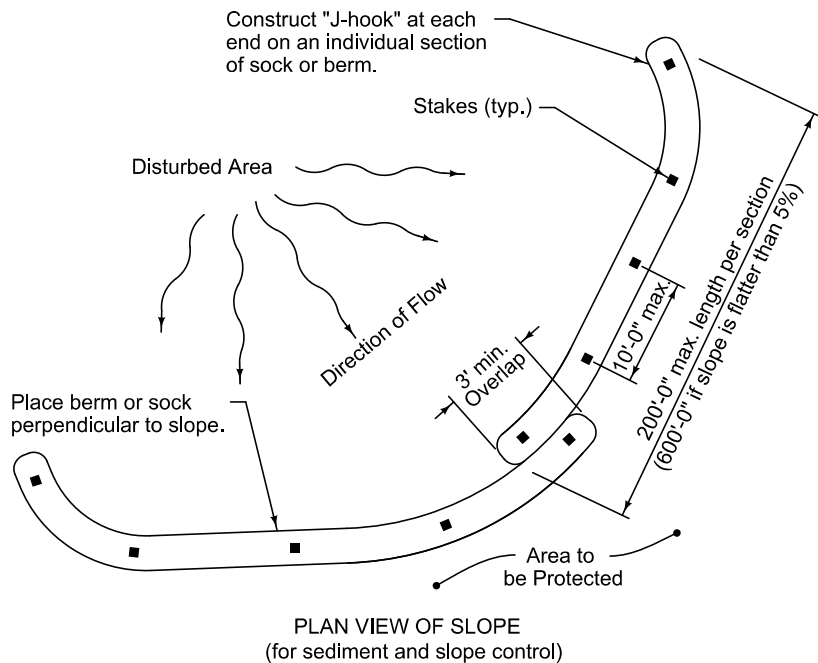


Use when work activities close crosswalk or reduce width to less than 4 feet. Ensure temporary facilities are detectable and include accessibility features consistent with the features present in the existing pedestrian facility.

When required in the contract documents, provide auxiliary lighting or audible information devices to assist pedestrians with visual disabilities.

Refer to Figure 8030.101 for symbol key and sign spacing.

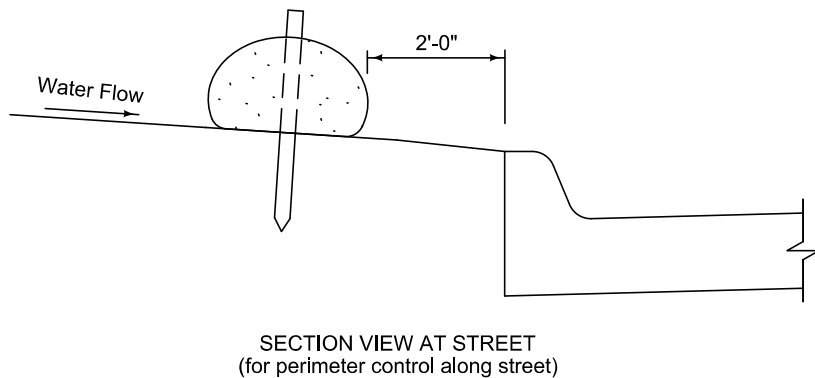
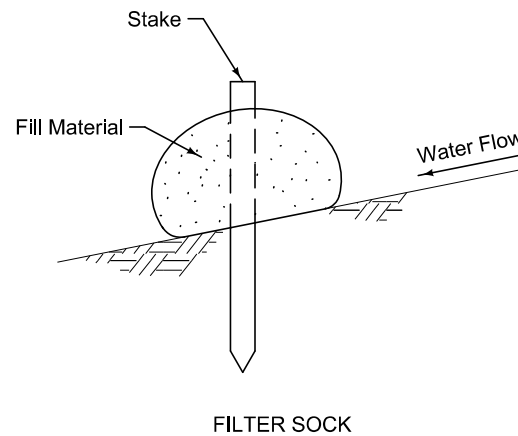
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CLOSURE OF MARKED OR UNMARKED CROSSWALK	



Berm shown is typical for slopes flatter than 3:1. For steeper slopes, increase berm size as directed by the Engineer.

Place berm in uncompacted windrow perpendicular to the slope at locations specified in the contract documents.

Filter sock diameter as specified in the contract documents.

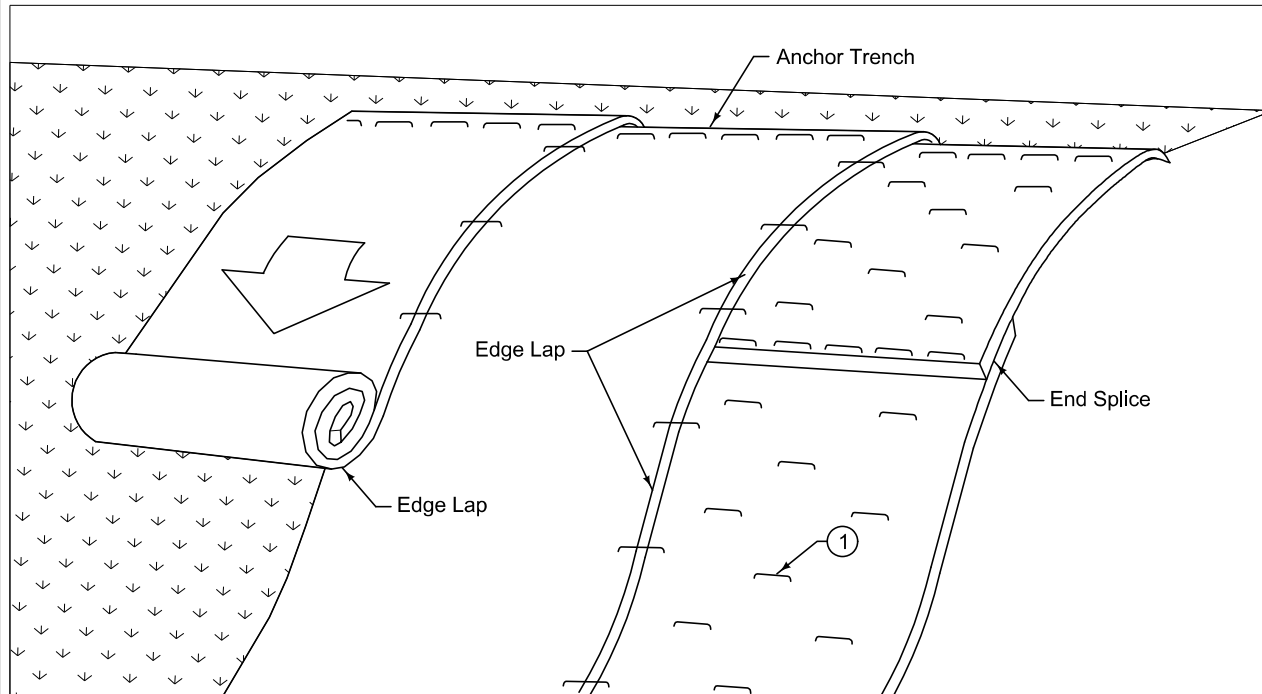


TYPICAL PLACEMENT OF BERM OR SOCK

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FILTER BERM AND FILTER SOCK



- ① Secure blanket to ground according to manufacturer's recommended anchoring pattern and minimum shown in Table 1.

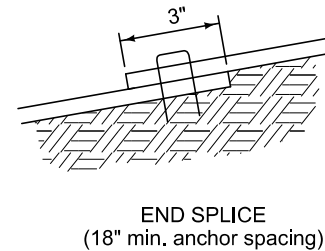
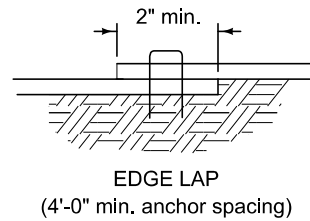
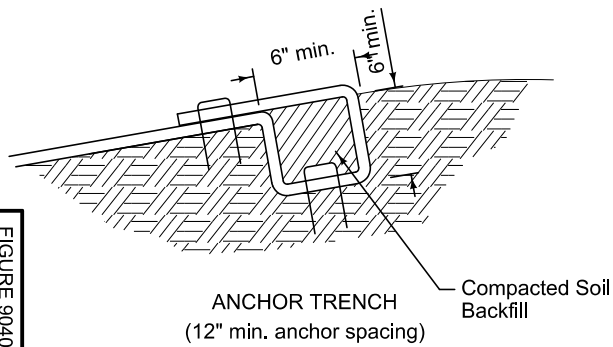
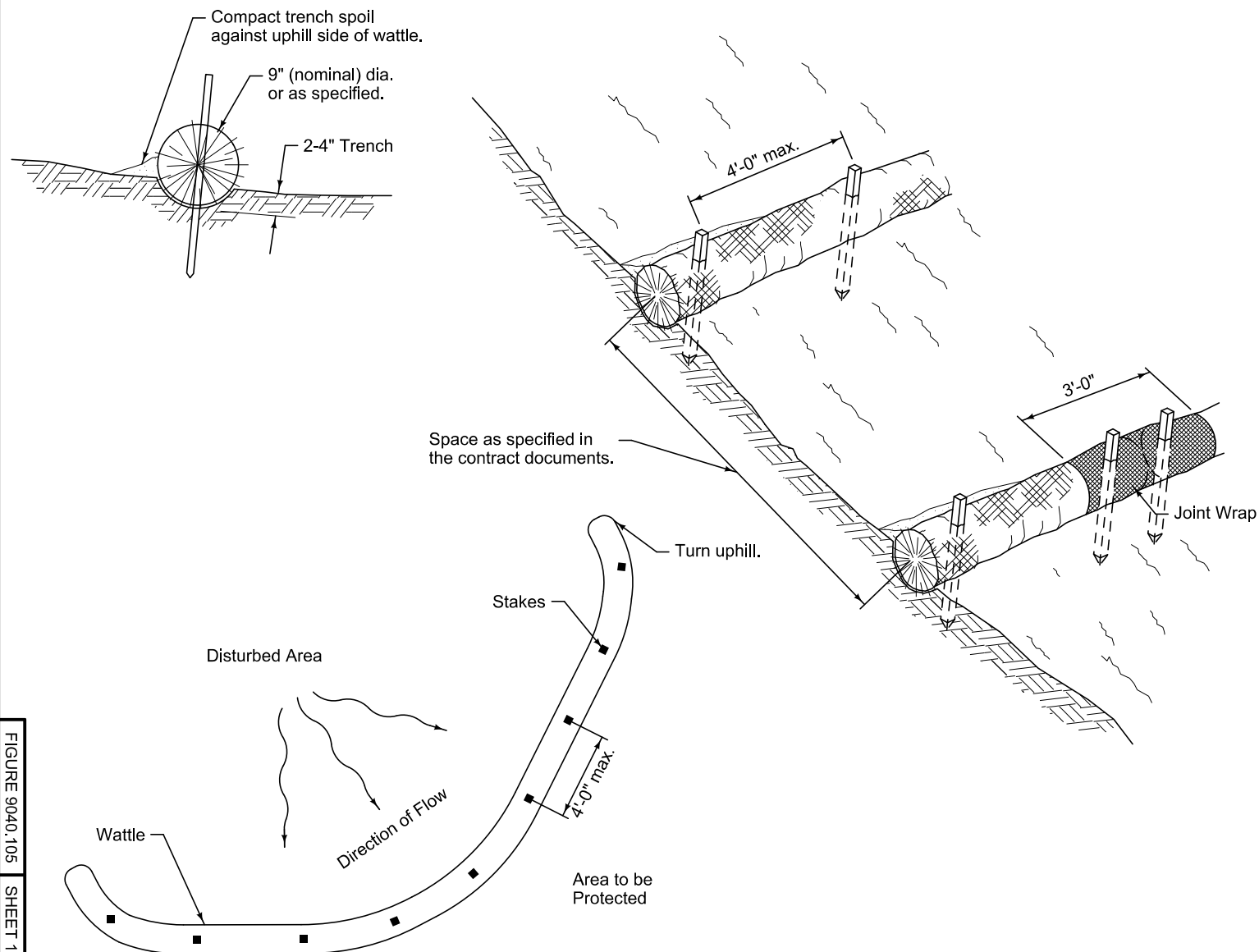


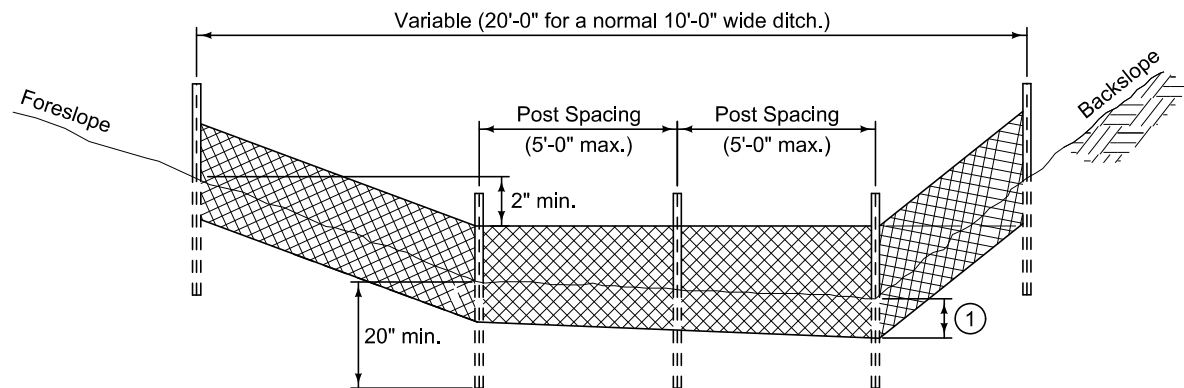
TABLE 1

Max. slope	Min. anchors
≤ 3:1	1.5/yd ²
2:1	2/yd ²
1:1	2.5/yd ²

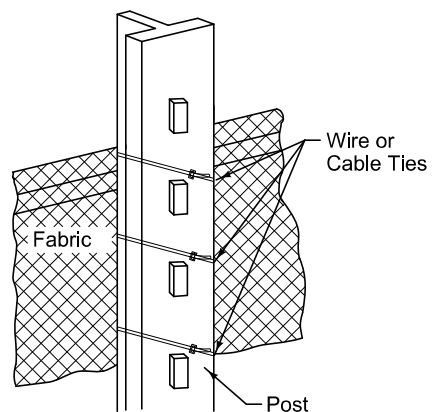
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ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION ON SLOPES	



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WATTLE		



TYPICAL SILT FENCE DITCH CHECK



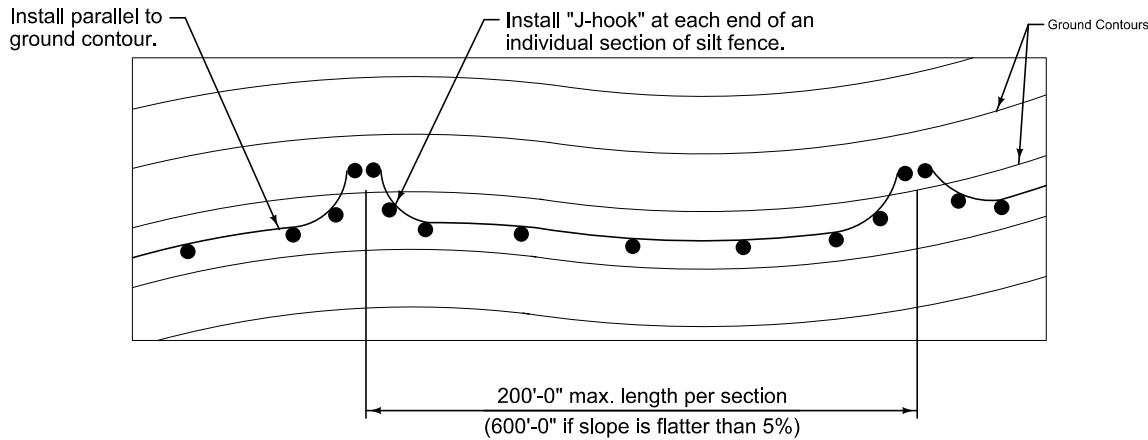
ATTACHMENT TO POST

- ① Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).

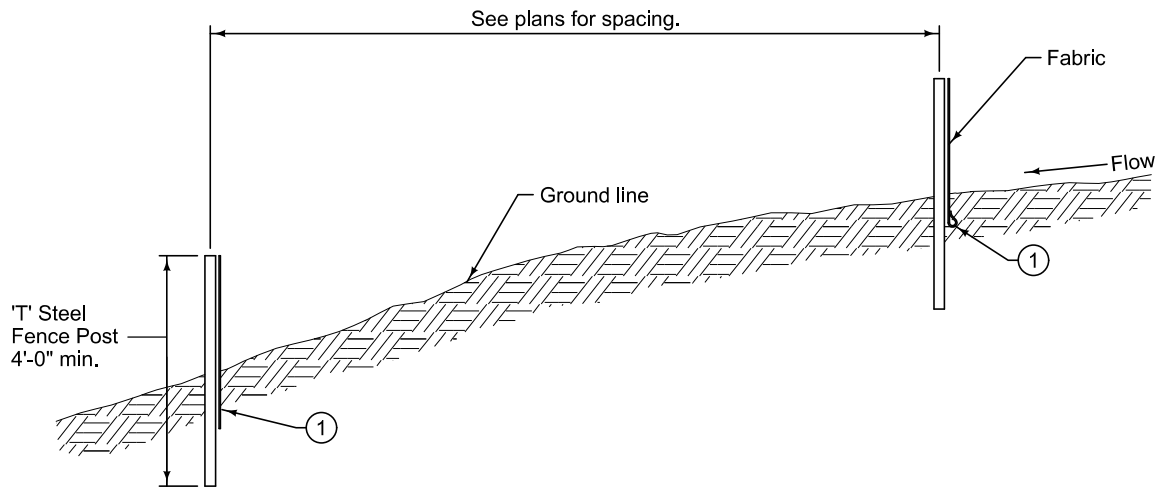
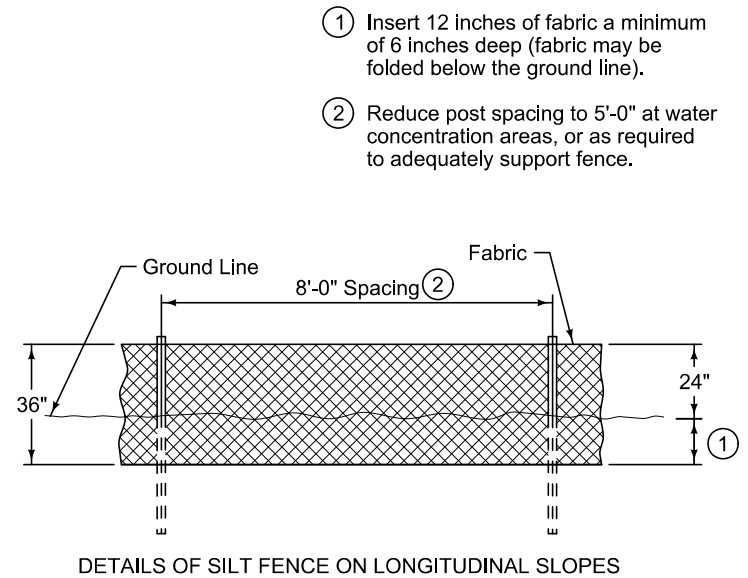
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SILT FENCE



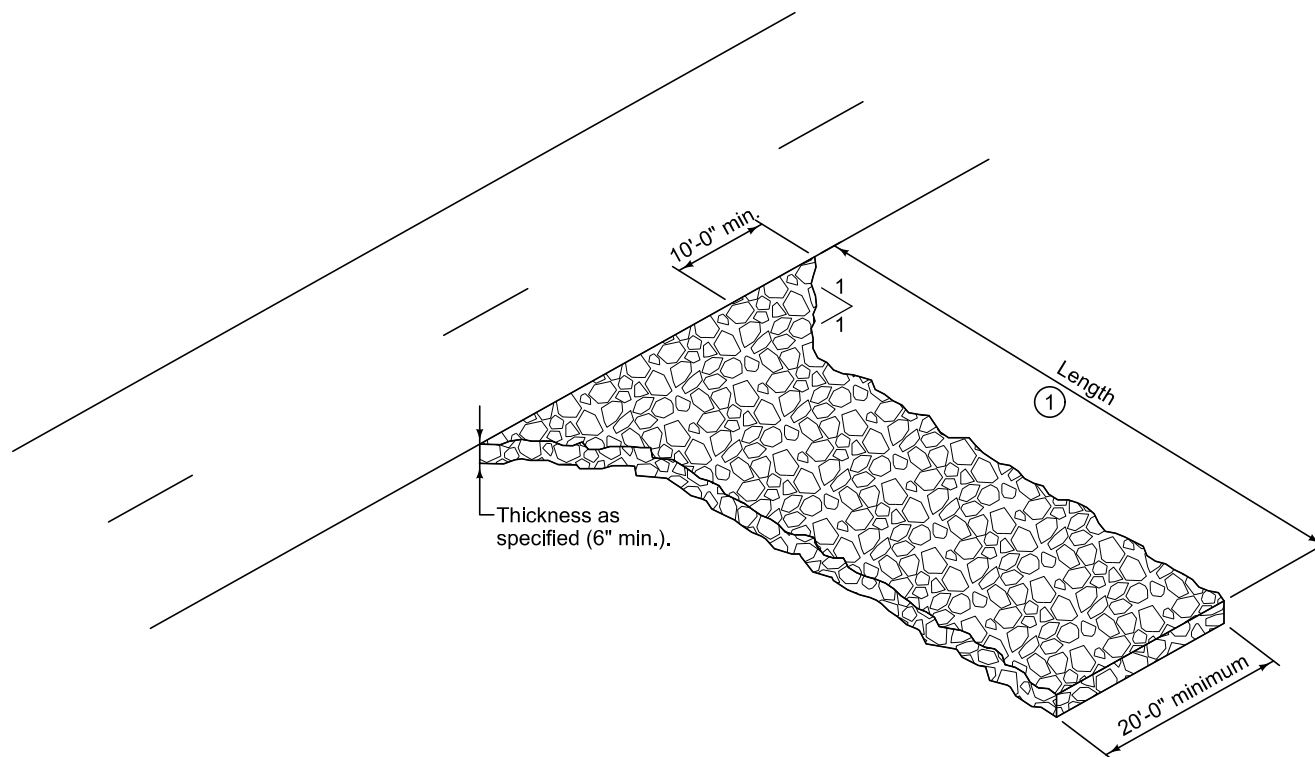
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Plan View)



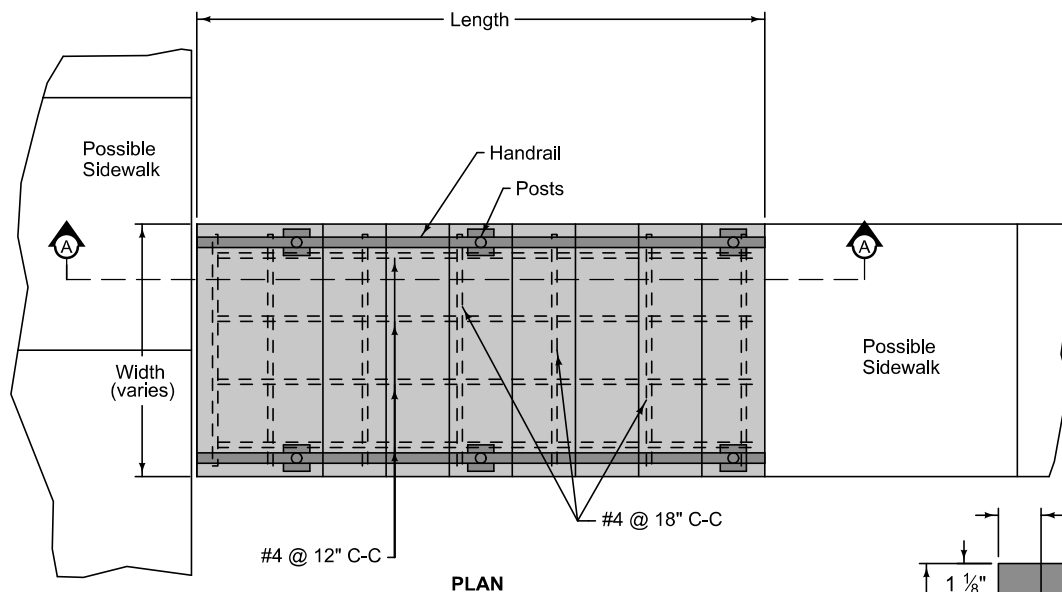
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Profile View)

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SILT FENCE		

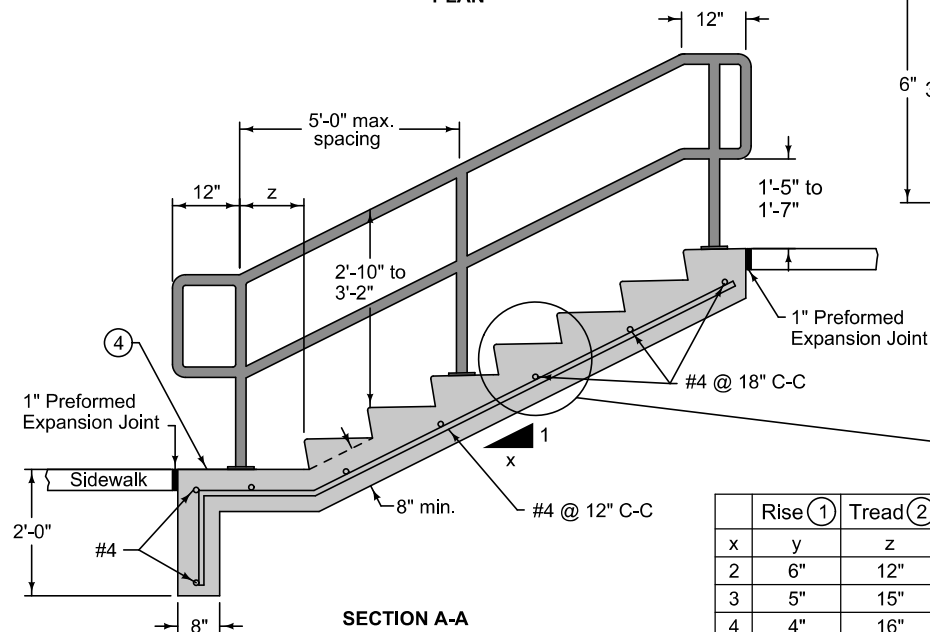
- ① Entrance length: 50 foot minimum (30 foot for single family residential), or as specified in the contract documents. Length of entrance may be increased if sediment track-out occurs.



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STABILIZED CONSTRUCTION ENTRANCE		

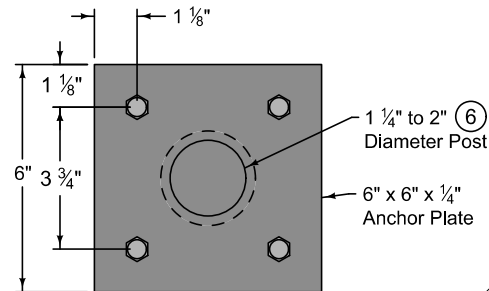


PLAN

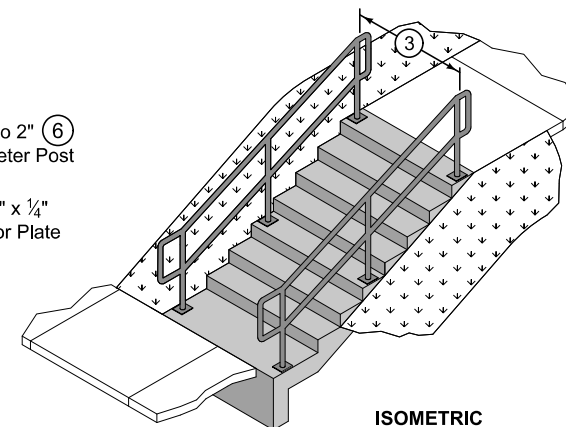
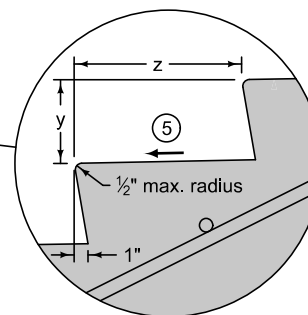


SECTION A-A

	Rise ①	Tread ②
x	y	z
2	6"	12"
3	5"	15"
4	4"	16"



ANCHOR PLATE DETAIL



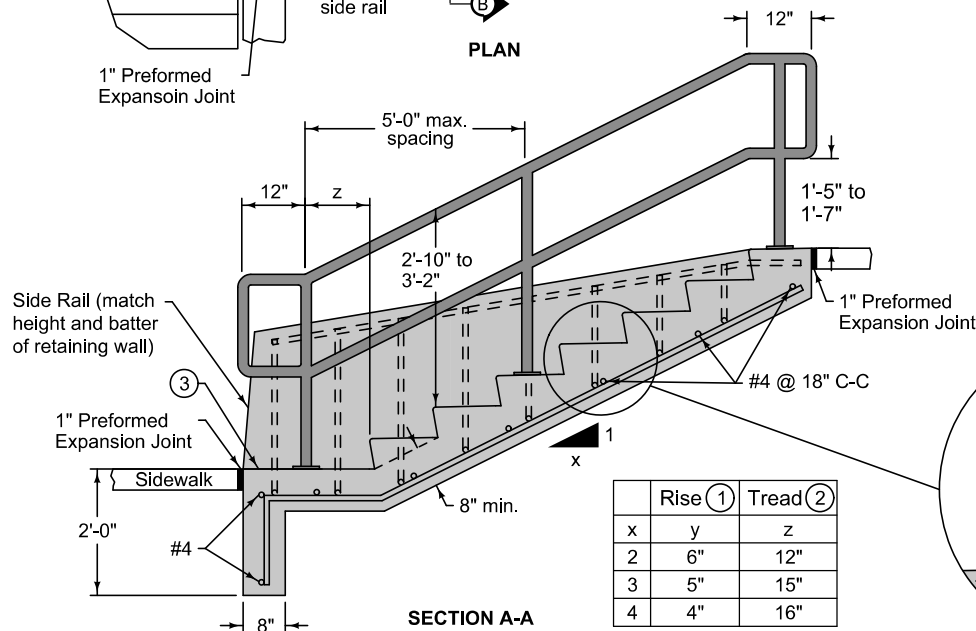
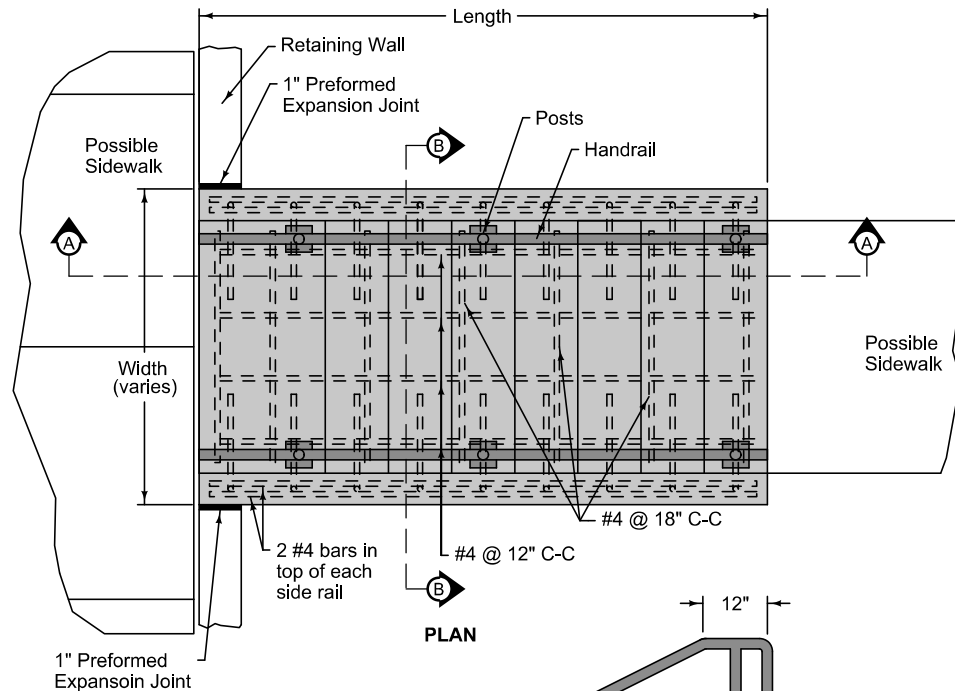
ISOMETRIC

Provide a minimum of 2 inches of cover for all reinforcing.

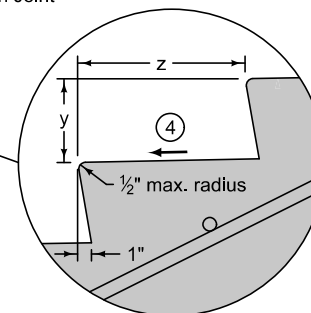
Ensure all risers are an equal height and all treads are an equal depth within a flight of stairs.

- ① Minimum riser height is 4 inches. Maximum riser height is 7 inches.
- ② Minimum tread depth is 11 inches.
- ③ Match existing sidewalk width.
- ④ Construct cross slope of landing to match adjacent sidewalk.
- ⑤ Slope tread 1% minimum to 2% maximum in any direction.
- ⑥ Weld post to anchor plate with 1/4 inch weld. Grind weld to provide smooth surface, free of burrs.

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TYPE A CONCRETE STEPS WITH HANDRAIL	



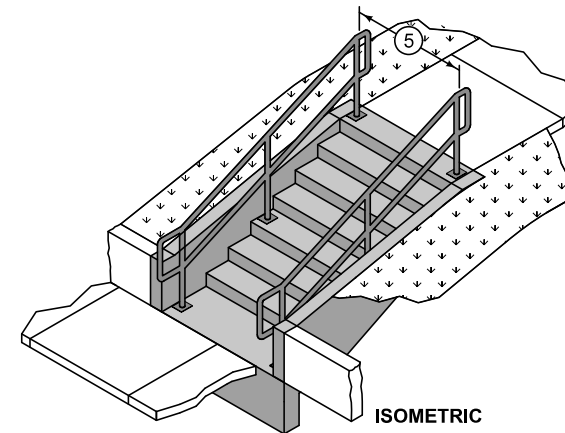
	Rise ①	Tread ②
x	y	z
2	6"	12"
3	5"	15"
4	4"	16"

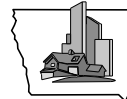


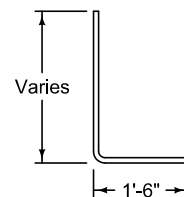
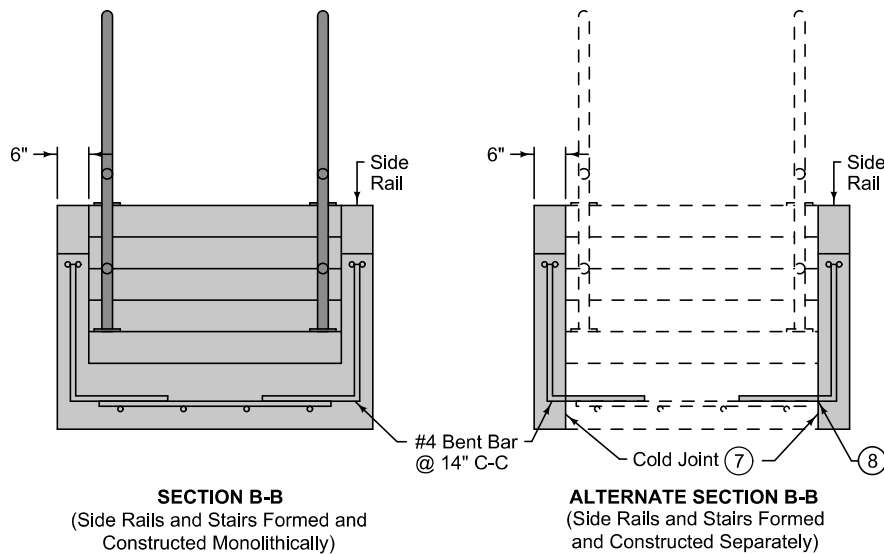
Provide a minimum of 2 inches of cover for all reinforcing.

Ensure all risers are an equal height and all treads are an equal depth within a flight of stairs.

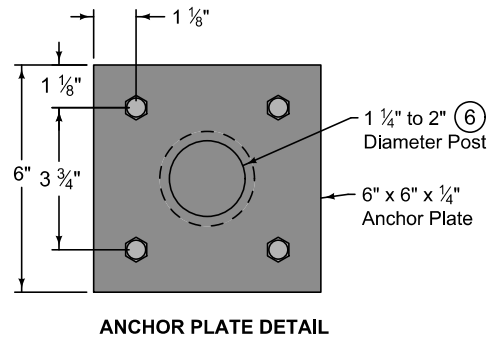
- ① Minimum riser height is 4 inches. Maximum riser height is 7 inches.
- ② Minimum tread depth is 11 inches.
- ③ Construct cross slope of landing to match adjacent sidewalk.
- ④ Slope tread 1% minimum to 2% maximum in any direction.
- ⑤ Match existing sidewalk width.



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TYPE B CONCRETE STEPS WITH HANDRAIL	



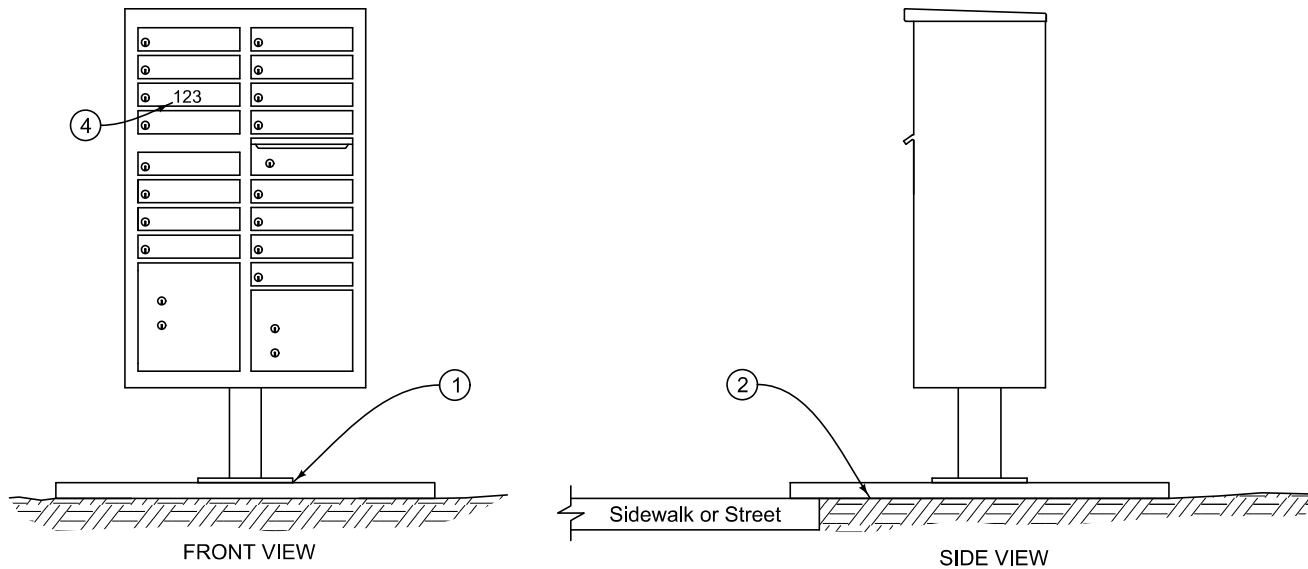
BENT BAR



Provide a minimum of 2 inches of cover for all reinforcing.

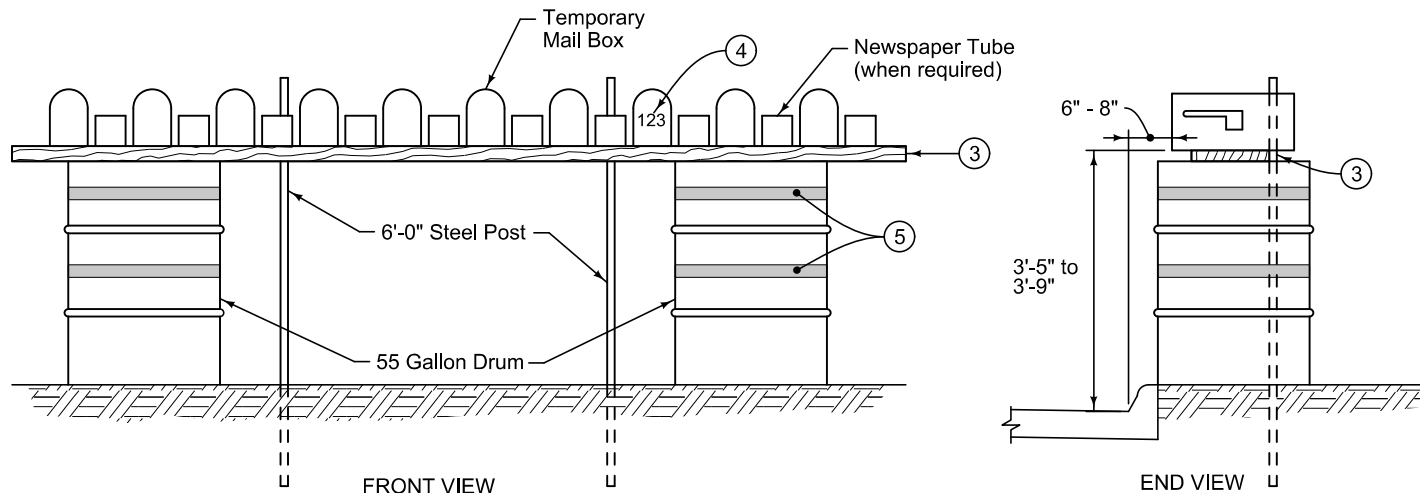
Ensure all risers are an equal height and all treads are an equal depth within a flight of stairs.

- (6) Weld post to anchor plate with 1/4 inch weld. Grind weld to provide smooth surface, free of burrs.
- (7) Upon approval of Engineer, side rails may be formed and constructed separately from the stairs. Seal the cold joint between the side rail and stairs according to Section 7010.
- (8) If side rails and stairs are constructed separately, dowel bar substitutes may be used for the bent bars connections between the side rails and the stairs.



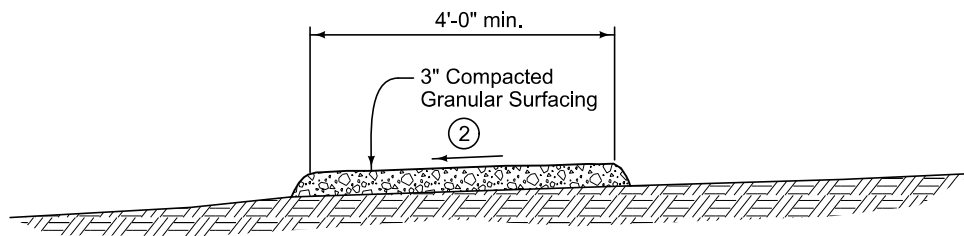
TEMPORARY CLUSTER BOX UNIT

- ① Attach cluster box unit to a stable skid or anchor plate.
- ② Set cluster box on firm and level ground adjacent to sidewalk or street paving. Provide anchorage as needed to prevent overturning.
- ③ Provide a 2 inch x 12 inch plank with length as required. Firmly attach mailboxes and newspaper tubes to plank. Secure plank to steel posts for lateral support.
- ④ Label each mailbox with property address.
- ⑤ Attach two bands of 2 inch wide reflectorized tape to each barrel.

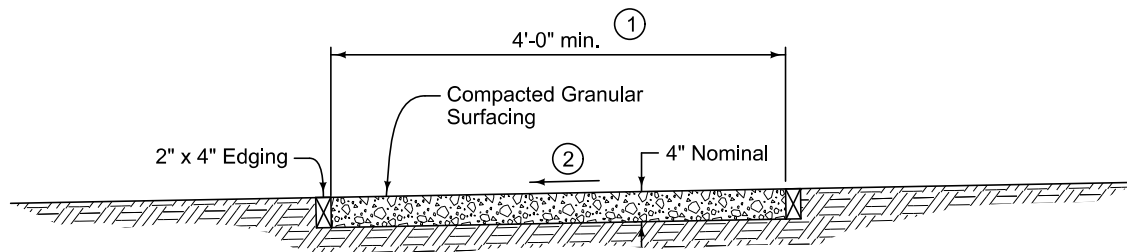


TEMPORARY GROUP MAILBOX

	REVISION	
	1	10-18-16
	SUDAS 11030.101	
SHEET 1 of 1		
SUDAS Standard Specifications		
TEMPORARY MAILBOXES		



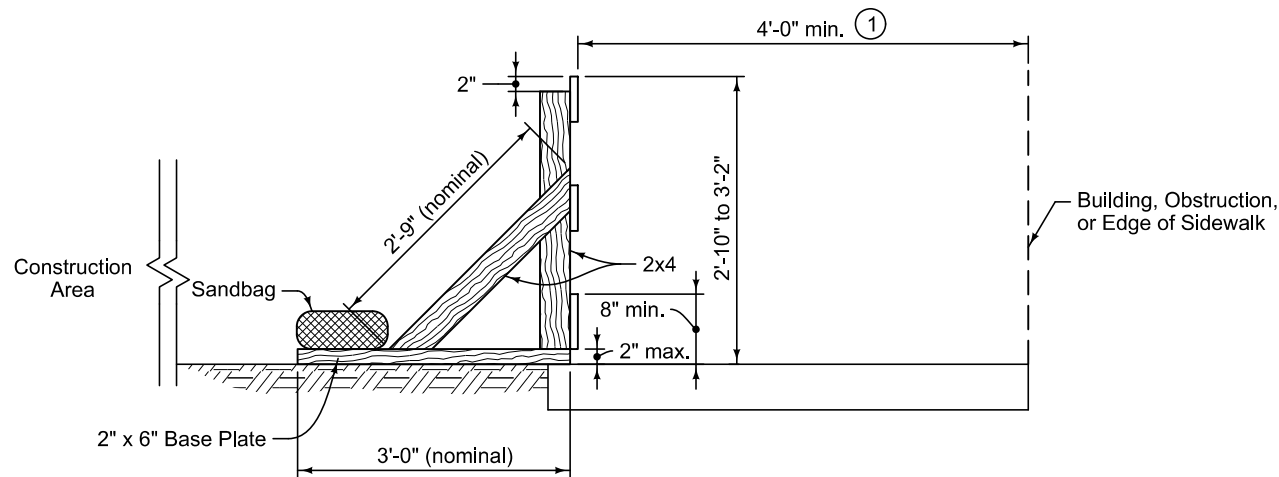
TEMPORARY RESIDENTIAL ACCESS



TEMPORARY GRANULAR SIDEWALK

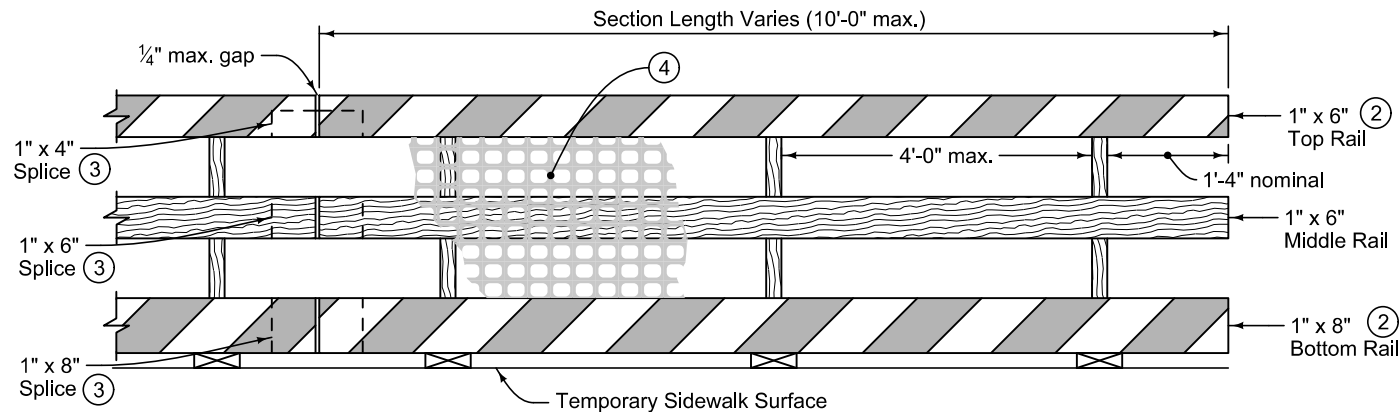
- ① If sidewalk width is less than 5 feet, provide 5 foot long by 5 foot wide passing spaces at 200 foot intervals.
- ② Target cross slope of 1.5% with a maximum cross slope of 2%.

	REVISION	
	1	10-18-16
	11040.101	
SHEET 1 of 1		
SUDAS Standard Specifications		
TEMPORARY GRANULAR SIDEWALK AND TEMPORARY RESIDENTIAL ACCESS		



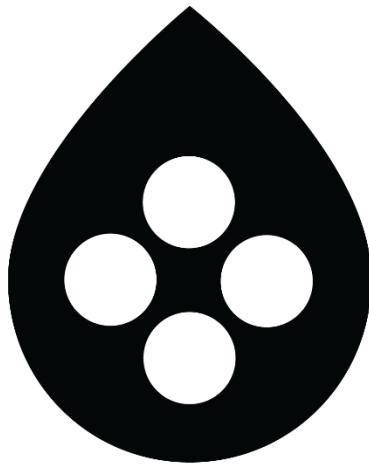
END VIEW

- ① If sidewalk width is less than 5 feet, provide 5 foot long by 5 foot wide passing spaces at 200 foot intervals.
- ② Provide non-reflective orange and white sheeting on top and bottom rails.
- ③ Attach 12 inch long splice boards on the back side of rails at joints between sections.
- ④ When specified in the contract documents, install orange construction safety fence between the top of the bottom rail and the bottom of the top rail.



FRONT VIEW

	REVISION 1 10-18-16	
	SUDAS 11040.102	
	SHEET 1 of 1	
SUDAS Standard Specifications		
TEMPORARY PEDESTRIAN CHANNELIZING DEVICE		



MPW

Supplemental Specifications to

SUDAS

Statewide Urban Design and Specifications

Adopted February 28, 2023

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Construction, connections to, and repairs made on Muscatine Power and Water's (MPW) water distribution system shall be constructed in accordance with the Iowa Statewide Urban Standard Specifications for Public Improvements Manual (SUDAS) Section 5, Water and Appurtenances, as revised by these supplemental specifications. The current edition of SUDAS at time of bid letting shall be used as part of the project documents, except when bid documents specify otherwise. All other work shall comply with the City of Muscatine's standard specifications. The Owner's Project Engineer or Water Department Manager reserve the right to require additional specifications as needed.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Engineer: Richard H. Teed

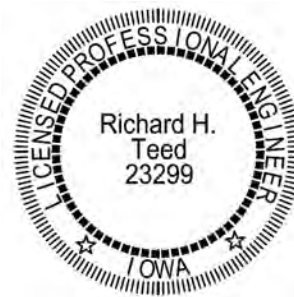
Signature: _____

Registration Number: 23299

State: Iowa Expires: 12/31/2023

Date: January 30, 2023

Pages covered by this seal are: Pages 1 through 7



Iowa Statewide Urban Standard Specifications for Public Improvements Manual (SUDAS) may be accessed at the Iowa SUDAS website, www.iowasudas.org.

Said SUDAS Standard Specifications as adopted for Muscatine Power and Water's water distribution system projects are hereby amended as follows:

DEFINITIONS AND TERMS:

OWNER. Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, doing business as Muscatine Power and Water. The terms "Owner", "Muscatine Power and Water" and "MPW" are used interchangeably in this document.

OWNER'S PROJECT ENGINEER (OPE). Owner's representative in charge, his/her successor or any other person or persons employed by Owner (including Consultants) assigned responsibility of directing or being in charge of Work. Owner may use OPE in any manner it deems necessary to support Owner in planning work, reviewing bids/submittals, awarding contract, and supervising completion of work. All rights, indemnification, and protections afforded Owner automatically extend to any and all OPE's retained by Owner.

DIVISION 5 – WATER MAINS AND APPURTENANCES

SECTION 5010 – PIPE AND FITTINGS

PART 1 – GENERAL

Add the following revisions:

SCHEDULING AND CONFLICTS

Contractor shall coordinate activities with MPW so that disturbances to normal utility water system operations are minimized. Existing water mains shall remain in service during installation of new water main except when an outage plan has been approved and accepted by the OPE prior to construction.

OPE must be notified at least 3 working days before a scheduled water outage to allow time for customer notification. Contractor shall provide a minimum 24-hour notice to the OPE to perform any work on MPW water mains to allow adequate scheduling of men and equipment. Contractor shall assume all responsibilities for costs incurred due to the lack of sufficient notice to MPW.

SPECIAL REQUIREMENTS

All waterlines shall be buried with a 5-foot bury depth to the top of pipe unless otherwise designed and approved by OPE.

All water mains shall be designed with the minimum requirement of providing 1,500 gpm at fire hydrant locations, unless written approval is provided by the Water Department Manager. Fire flow calculations shall be provided to the MPW Water Department Manager prior to approval.

Minimum allowable pipe diameter is 6 inches for significantly looped systems and 8 inches for dead end or not significantly looped water mains. Larger pipe diameters may be required based on the proposed plan or recommended fire flows as specified by developer.

Uncover existing mains, to which connections are to be made, a sufficient time ahead of pipe laying operations to verify fittings required.

PART 2 – PRODUCTS

Add the following revisions:

WATER MAINS

PVC may be used for pipe 12 inches in diameter and smaller in accordance with the Plans or Detailed Specifications for the project and as approved by the OPE. PVC pipe shall not be permitted in identified LUST sites where possible hydrocarbon contamination may occur.

FITTINGS

Mechanical joint restraint manufacturer shall be EBAA IRON Inc or Mueller AquaGrip. No other product shall be allowed.

Pipe coupling shall be ROMAC Industries' Alpha or Alpha XL when installed near a horizontal or vertical bend. Other coupling material may be used when connecting to water main with no additional pipe deflections are nearby.

Mechanical joint restraints may be used instead of concrete blocking when indicated on the Plans for the Project. Design engineer shall identify distance of pipe to be restrained and obtain approval by the OPE prior to acceptance. The preferred method is to use joint restraints addition to concrete blocking.

When an alternate restraint method is approved by OPE, tie rods shall be no less than ¾-inch diameter threaded steel. Coat tie rods and fittings with 2 coats of coal tar epoxy paint or approved spray on bituminous automotive undercoating material after installation. Tie rods and fittings shall be suitable for use with mechanical joint fittings.

CONCRETE THRUST BLOCKS

Poured concrete thrust blocks are required when water main is not properly restrained.

Concrete dry blocks are acceptable on all new water main that is properly restrained.

PIPELINE ACCESSORIES

Polyethylene wrap is REQUIRED for all ductile iron pipe and fittings.

Tracer system shall be Copperhead brand. Tracer wire shall be blue; SuperFlex for open cut and SoloShot for directional drill/boring. Use Copperhead Cobra Access Point part number LD14B-2T-ADJ-SW. Use ANO-12 ground rod at recommended locations.

Pipe Insulation: Where required on water pipes above ground, insulation shall be Pittsburgh Corning FOAMGLAS with Pittwrap. Insulation thickness shall be as shown on the Plans, no less than 5 inches thick. Bells shall be covered.

WATER SERVICE PIPE AND APPURTENANCES

Backflow Prevention: Backflow prevention devices shall be installed as stated to conform with the requirements of MPW's current "Backflow Prevention Policy" and MPW's current "Water Service Rules".

All exposed services that are lead or galvanized steel shall be replaced to the meter setter with approved pipe material.

Water services 2-inches in diameter and smaller, but no less than 1" shall be copper or HDPE. Any exceptions shall be requested and approved by the Water Department manager.

Approved Corporations, Curb Stops, and Stop Boxes are:

1. Corporations: Mueller B-25008N, A.Y. McDonald 74701BQ, or approved equal.
2. Curb Stops: Mueller B-25209N, A.Y. McDonald 76100Q, or approved equal
3. Curb Box

Service saddles for PVC or HDPE shall be JCM 406, ROMAC Style 202NS, Smith Blair 317, Mueller DR2S, Ford FC202, A.Y. McDonald 4855A service saddles, nylon or thick

epoxy coated with stainless steel straps. Torque to manufacturer's specifications. Fused saddles shall be Georg Fischer brand electrofusion branch saddles.

Service saddles for HDPE shall be nylon or plastic coated and supplied with concave or spring washers.

Connections to existing services lines (where required) shall be 3-piece compression type, Mueller 110 Conductive Compression Connection or A.Y. McDonald McQuik Compression Connection.

PART 3 – EXECUTION

Add the following revisions:

PIPE INSTALLATION

Backfill shall not proceed until water main installation, thrust blocking or thrust restraints have been inspected and approved by OPE or designated representative.

At all times when pipe-laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the OPE. When practical, the plug shall remain in place until the trench is pumped completely dry. Care must be taken to prevent pipe flotation, should the trench fill with water. Foreign material shall be prevented from entering the pipe at any time.

Construction will be inspected by OPE. No pipe or appurtenances shall be buried prior to final approval by OPE.

All pipe installations shall be conducted only in dry materials.

Backfill material shall be suitable soils from trench excavation or from a borrow area approved by OPE. Backfill under or within 10 feet of the edge of roadways within Muscatine city limits shall comply with local authority requirements.

In the event of a failed trench compaction test the Contractor shall retest. The Contractor shall pay for all failed compaction tests.

TRACER WIRE

Install wire continuously along the top of the water main once backfill has been brought to top of pipe.

A tracer wire grounding anode shall be installed at all splices, dead ends and access points.

Tracer wire shall be brought up to ground level at hydrants and installed in a separate tracer wire box. Tracer wire access boxes shall be placed at a maximum distance of 500' and located outside of the road pavement area.

Tracer wire system to be tested by owner at the completion of the water main construction and again at the completion of the overall project.

SECTION 5020 – VALVES, FIRE HYDRANTS, AND APPURTENANCES

PART 1 – GENERAL

Add the following revisions:

SPECIAL REQUIREMENTS

Hydrants shall be spaced not more than 400 feet apart in single family residential districts and no more than 300 feet or about one city block apart in other districts.

On transmission mains without services, valves shall be spaced not more than 1,200 feet apart.

PART 2 – PRODUCTS

Add the following revisions:

VALVES

Domestic manufacturers are required. **All valves shall be clockwise (right to open)** as viewed from the top, no exceptions. All valves shall have a 2-inch square wrench nut for operating the valve.

Gate valve stem seals shall be triple O-ring.

Gate valves shall meet the following requirements:

1. Resilient Wedge type
2. Manufacturer tested to 500 psig test pressure and 250 psig working pressure
3. Epoxy coated (triple dipped)

Gate Valve: Acceptable Manufacturer is Mueller 2300 series.

Butterfly valves shall only be used in special circumstances approved by OPE.

Tapping sleeve requirements shall include:

1. Mechanical joint valve connection
2. 3/4 inch NPT stainless test plug
3. Sleeve styles shall be JCM-439, Ford-FTSS, Mueller-H304-MJ

FIRE HYDRANT ASSEMBLY

All hydrants shall be Mueller Centurion, Waterous Pacer, or East Jordan.

All hydrants shall include:

1. Operating nut: Shall be National Standard 1-inch square,
2. Shoe: oversized mechanical joint, epoxy coated bowl.
3. Pumper nozzle: One, 4 1/2 inches in diameter.
4. Nozzles threads: Shall be National Standard Thread (NST) style.
5. Main valve nominal opening size: Shall be 4 1/2 inches or for Waterous, 5 1/4 inches
6. Opening Direction: **Clockwise (right) to open**
7. Exposed hydrant body shall be factory primed and painted white and the buried portion shall have a black top coat.

APPURTENANCES

Valve Boxes: Heavy duty, such as Tyler 664S or East Jordan with centering ring. Shall be domestic only.

PART 3 – EXECUTION

Add the following revisions:

FIRE HYDRANT

Hydrant drains shall not be connected to or located within 10 feet of sanitary sewers or storm drains.

SECTION 5030 – TESTING AND DISINFECTION

PART 1 – GENERAL

Add the following revisions:

SPECIAL REQUIREMENTS

Operation of all valves and hydrants during charging of main, pressure testing, disinfection and bacteria testing shall be by Owner unless Owner specifically directs otherwise.

Owner will provide tapping and corporations up to 2-inch size required for blowing off air and making pressure tests to line segments installed. On contracts for developers or the City of Muscatine, costs for this work are to be paid by the contractor or the City. On projects contracted by MPW, costs for this work will be paid by MPW and not billed to the contractor.

PART 3 – EXECUTION

Add the following revisions:

PRESSURE AND LEAK TESTING

Pressurize HDPE pipe in accordance with manufacturer's recommendations.

1. Pressurizing HDPE pipe for testing or placing into service requires additional precautions: leaks at pressurized fusion joints may immediately precede catastrophic and sudden pipe separation and result in violent and dangerous movement of piping or attached parts and cause a sudden release of piping contents under pressure.
2. Never approach or attempt to repair or stop leaks while pipe is pressurized. Always depressurize pipe before making corrections.
3. Faulty fusion joints cannot be repaired. They must be cut out and rejoined using proper heat fusion procedures.

DISINFECTION

After 24 hours the residual will be checked to confirm that not less than 10 ppm of chlorine is available. If confirmed final flushing may commence.

BACTERIA SAMPLING

MPW will test water mains according to AWWA C651, including two consecutive sets of acceptable bacteria samples 24 hours apart.



City of Muscatine

ITEM NUMBER 2023-0138

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Approving the Maximum Property Tax Dollars for Certain Tax Levies for the City's Fiscal Year 2023/2024 Budget

EXECUTIVE SUMMARY

All cities in Iowa are required by the State to pass a resolution establishing their maximum property tax dollars for certain levies prior to adoption and certification of the final budget. The City Council recently completed their review of the proposed City budget for the upcoming year. The proposed total property tax levy rate for the 2023/2024 budget is \$15.67219 per \$1,000 of valuation, which is 1.87% less than the total tax rate for the current year (2022/2023). With the 8.36% increase in taxable valuations, total property tax revenue for the City will increase by \$1,009,751, which is a 6.65% increase in property tax dollars.

Per State requirements, the Notice of Public Hearing for the 1st public hearing on the budget only includes the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies. The tax dollars from those levies total \$13,934,443 compared to \$12,992,776 for those levies for the current fiscal year 2022/2023 budget. This is a \$941,667 (7.25%) increase in tax dollars when considering only the levies in the public notice.

At the March 16, 2023 meeting, City Council set a public hearing on the maximum tax levy dollars for certain levies for April 6, 2023. The public hearing notice was published on March 18, 2023. After the public hearing on April 6, the City Council will consider the Resolution Approving the Maximum Property Tax Dollars for Certain Tax Levies for the City's Fiscal Year 2023/2024 Budget.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution Approving the Maximum Property Tax Dollars for Certain Tax Levies for the City's Fiscal Year 2023/2024 Budget

BACKGROUND/DISCUSSION

Senate File 634 passed in 2019 requires all cities to pass a resolution establishing their maximum property tax dollars for certain levies prior to adoption and certification of the final budget. For the City of Muscatine for the upcoming year, the tax levies required to be included in the public hearing notice are the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies. The Debt Service levy and Ag Land levies are not included in the notice of public hearing for Hearing #1.

The City Council recently completed their review of the proposed City budget for the upcoming year. The proposed total property tax levy rate for the 2023/2024 budget is \$15.67219 per \$1,000 of valuation, which is 1.87% less than the total tax rate for the current fiscal year (2022/2023). With the 8.36% increase in taxable valuations, total property tax revenue for the City will increase by \$1,009,751, which is a 6.65% increase in property tax dollars.

Per Senate File 634, the Notice of Public Hearing for the 1st public hearing on the budget only includes the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies. The tax dollars from those levies total \$13,934,443 compared to \$12,992,776 for those levies for the current fiscal year 2022/2023 budget. This is a \$941,667 (7.25%) increase in tax dollars when considering only the levies in the public notice.

The increase in tax dollars levied is due to increases in personal services and operating budget costs to continue to provide the same level of services to residents.

The public hearing on the Proposed Property Tax Levy for 2023/2024 will set the maximum tax revenues for the specific tax levies included in the Hearing Notice. The following actions will need to be taken before the Fiscal Year 2023/2024 Budget is adopted:

Levy	March 16, 2023	Set Public Hearing #1 on the Proposed Property Tax Levy
	April 6, 2023	Hold Public Hearing #1 on the Proposed Property Tax Levy
	April 6, 2023	Adopt the Resolution Approving the Maximum Property Tax
Certification	April 6, 2023	Set the Public Hearing for the Adoption of the Budget and
		of Taxes for Fiscal Year 2023/2024
Budget	April 6, 2023	Set Public Hearing on Amendment #1 to the 2022/2023 City
	April 20, 2023	Hold Hearing #2 on the Proposed Budget
City Budget	April 20, 2023	Hold Public Hearing on Amendment #1 to the 2022/2023
Budget and	April 20, 2023	Approve Resolution for the Adoption of the 2023/2024
		Certification of Taxes
City Budget	April 20, 2023	Approve Resolution for Amendment #1 to the 2022/2023

CITY FINANCIAL IMPACT

The proposed property tax rate and tax dollars generated will continue to fund the current services provided to the City's residents.

ATTACHMENTS

1. City Maximum Levy Adoption Resolution.4-6-23

**RESOLUTION 2023-0138
APPROVING MAXIMUM PROPERTY TAX DOLLARS
FOR CERTAIN PROPERTY TAX LEVIES FOR THE CITY OF MUSCATINE
FOR FISCAL YEAR 2023/2024**

WHEREAS, Senate File 634 passed in 2019 requires all cities to pass a resolution establishing their maximum property tax dollars for certain levies prior to adoption and certification of the final budget; and

WHEREAS, Senate File 634 provides that the tax levies to be included in the public hearing notice for the City of Muscatine are the General, Transit, Tort Liability/Insurance, Emergency, and Employee Benefits levies and that the Debt Service levy and Ag Land levies are not included in the notice of public hearing and this Resolution; and

WHEREAS, the City Council of the City of Muscatine has considered the proposed FY 2023/2024 city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars for these levies was published as required on March 18, 2023 and posted on the City's web site and social media sites;

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars for these levies was held on April 6, 2023;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Muscatine that the maximum property tax dollars for the affected tax levies for FY 2023/2024 shall not exceed the following total:

Total maximum levy for affected property tax levies is \$13,934,443

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY 2023/2024 represents greater than 102% (107.25%) of the Maximum Property Tax dollars requested for the current FY 2022/2023.

PASSED, APPROVED AND ADOPTED this 6th day of April, 2023.

**BY THE CITY COUNCIL OF THE CITY
OF MUSCATINE, IOWA**

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk

Roll Call Vote (Aye or Nay):

Councilmember Froelich -
Councilmember Osborne -
Councilmember Gordon -

Councilmember Jindrich -
Councilmember Lewis -
Councilmember Hopkins -

Councilmember Brockert -



City of Muscatine

ITEM NUMBER 2023-0140

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Setting a Public Hearing on April 20, 2023 for the Proposed Amendment #1 to the City Budget for Fiscal Year 2022/2023

EXECUTIVE SUMMARY

The City Council recently completed the budget review process for the fiscal year 2023/2024 budget. As part of that review, revised estimate revenue and expenditure amounts for the current year (2022/2023) were also reviewed by City Council. Each year, these revised estimate amounts become Amendment #1 to the current year budget.

Prior to the adoption of a budget amendment, a public hearing is required. The attached resolution will set a public hearing for April 20, 2023 at 6:00 p.m. concerning Amendment #1 to the 2022/2023 City budget. At this meeting, the public can comment on the proposed budget amendment.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution Setting a Public Hearing for April 20, 2023 on the Proposed Amendment #1 to the Fiscal Year 2022/2023 Budget

BACKGROUND/DISCUSSION

The City Council recently completed the budget review process for the fiscal year 2023/2024 budget. As part of that review, revised estimate revenue and expenditure amounts for the current year (2022/2023) were also reviewed by City Council. Each year, these revised estimate amounts become Amendment #1 to the current year budget.

There were numerous increases and decreases in both revenues and expenditures in the Revised Estimate for 2022/2023. Budgeted expenditures increased by \$7,827,816 and transfers out increased by \$2,044,375. Budgeted revenues increased by \$6,849,035 and transfers in increased by \$2,044,375. The beginning fund balances for the year were also amended to the actual ending balances at the end of fiscal year 2021/2022. Of the expenditure increase, \$71,000 is in the General Fund, \$2,146,890 is in Enterprise funds, \$5,560,000 is due to the

timing of capital projects, and \$49,926 is due to increases in other funds.

Prior to the adoption of budget amendments, a public hearing is required. The attached resolution and public hearing notice will set a public hearing on Amendment #1 to the City's fiscal year 2022/2023 budget for April 20, 2023 at 6:00 p.m.

CITY FINANCIAL IMPACT

While there are increases and decreases in both revenues and expenditures in Amendment #1, there is no direct financial impact from this amendment.

ATTACHMENTS

1. Public Hearing Notice FY23 Amendment #1
2. FY 23 Budget Amendment #1 Res Setting Public Hearing.4-6-23 (1)

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of MUSCATINE
Fiscal Year July 1, 2022 - June 30, 2023

The City of MUSCATINE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 4/20/2023 06:00 PM

Contact: Carol Webb

Phone: (563) 264-1550

Meeting Location: City Hall Council Chamber

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	15,185,562	0	15,185,562
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	15,185,562	0	15,185,562
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,354,000	-6,000	2,348,000
Other City Taxes	6	4,267,799	339,800	4,607,599
Licenses & Permits	7	311,500	38,200	349,700
Use of Money & Property	8	1,114,885	354,620	1,469,505
Intergovernmental	9	12,844,717	4,260,315	17,105,032
Charges for Service	10	16,497,300	-87,400	16,409,900
Special Assessments	11	0	0	0
Miscellaneous	12	7,343,700	1,449,500	8,793,200
Other Financing Sources	13	0	500,000	500,000
Transfers In	14	19,690,397	2,044,375	21,734,772
Total Revenues & Other Sources	15	79,609,860	8,893,410	88,503,270
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	11,416,500	234,100	11,650,600
Public Works	17	3,414,500	-222,700	3,191,800
Health and Social Services	18	55,000	0	55,000
Culture and Recreation	19	4,283,250	99,050	4,382,300
Community and Economic Development	20	5,895,285	-116,912	5,778,373
General Government	21	3,642,100	122,618	3,764,718
Debt Service	22	2,810,754	4,770	2,815,524
Capital Projects	23	5,050,700	2,874,000	7,924,700
Total Government Activities Expenditures	24	36,568,089	2,994,926	39,563,015
Business Type/Enterprise	25	25,604,390	4,832,890	30,437,280
Total Gov Activities & Business Expenditures	26	62,172,479	7,827,816	70,000,295
Transfers Out	27	19,690,397	2,044,375	21,734,772
Total Expenditures/Transfers Out	28	81,862,876	9,872,191	91,735,067
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,253,016	-978,781	-3,231,797
Beginning Fund Balance July 1, 2022	30	34,372,939	3,076,019	37,448,958
Ending Fund Balance June 30, 2023	31	32,119,923	2,097,238	34,217,161

Explanation of Changes: To amend the 2022/2023 budget to the revised estimate amounts determined during the 2023/2024 budget review process. Amendments include updated revenue and expenditures estimates and updated capital projects construction schedules.

RESOLUTION NO. 2023-0140

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
CONCERNING AMENDMENT #1 TO THE CITY BUDGET
FOR THE FISCAL YEAR ENDING JUNE 30, 2023
FOR THE CITY OF MUSCATINE, IOWA**

WHEREAS, a public hearing is required in order to amend the budget for the City of Muscatine for the fiscal year ending June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA that a public hearing be set for April 20, 2023 at 6:00 p.m. in the City Hall Council Chambers. At this meeting, the public can comment on the proposed Amendment #1 to the Fiscal Year 2022/2023 Budget.

Electronic access information to the Council meeting and public hearing will also be included on the posted agenda for the meeting on the City's website at muscatineiowa.gov.

BE IT FURTHER RESOLVED, that the City Clerk be directed to publish Notice of Public Hearing in the Muscatine Journal, in the form required by the State of Iowa.

PASSED, APPROVED AND ADOPTED this 6th day of April, 2023.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0141

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Nancy Lueck, Finance Director

SUBJECT

Resolution Setting a Public Hearing for April 20, 2023, on the Proposed City Budget for Fiscal Year 2023/2024

EXECUTIVE SUMMARY

The City Council completed the budget review process for the fiscal year 2023/2024 budget in March. Two public hearings are required in order for City Council to adopt the annual budget for the upcoming year. City Council at the March 16 meeting set the first public hearing for April 6, 2023 on the Proposed Maximum Property Tax Dollars for Certain Levies for 2023/2024. After this hearing, the City Council will consider the Resolution approving the maximum tax levy dollars for these levies for fiscal year 2023/2024.

After that action on April 6, the City Council will need to set the next public hearing (Hearing #2) on the adoption of the budget and the certification of taxes for the 2023/2024 budget. The proposed total property tax levy rate for the 2023/2024 budget is \$15.67219 per \$1,000 of valuation, which is a 1.87% decrease from the current year tax rate of \$15.97054 per \$1,000.

This resolution will set a public hearing for April 20, 2023, at 6:00 p.m. in the City Hall Council Chambers on the adoption of the fiscal year 2023/2024 budget. At this meeting, the public can comment on the proposed Fiscal Year 2023/2024 Budget. Electronic access information to the Council meeting and public hearing will be included in the posted agenda for the meeting on the City's website at muscatineiowa.gov.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution Setting a Public Hearing for April 20, 2023 on the Proposed Fiscal Year 2023/2024 Budget

BACKGROUND/DISCUSSION

The proposed total property tax levy rate for the 2023/2024 budget is \$15.67219 per \$1,000 of valuation, which is a 1.87% decrease from the current year's tax rate of \$15.97054 per \$1,000.

The proposed budget for 2023/2024 totals \$67,398,621. This includes \$37,719,031 in governmental funds expenditures and \$29,679,590 in business-type/enterprise funds expenditures. Of the total proposed budget, \$12,789,900 is for capital projects in both governmental and business-type funds.

Setting Public Hearing #2 on the proposed budget is one of four items that City Council will consider at the April 6, 2023 meeting as shown in the following schedule.

	March 16, 2023	Set Public Hearing #1 on the Proposed Property Tax Levy
	April 6, 2023	Hold Public Hearing #1 on the Proposed Property Tax Levy
	April 6, 2023	Adopt the Resolution Approving the Maximum Property Tax
Levy		
	April 6, 2023	Set the Public Hearing for the Adoption of the Budget and
Certification		of Taxes for Fiscal Year 2023/2024
	April 6, 2023	Set Public Hearing on Amendment #1 to the 2022/2023 City
Budget		
	April 20, 2023	Hold Hearing #2 on the Proposed Budget
	April 20, 2023	Hold Public Hearing on Amendment #1 to the 2022/2023
City Budget		
	April 20, 2023	Approve Resolution for the Adoption of the 2023/2024
Budget and		
		Certification of Taxes
	April 20, 2023	Approve Resolution for Amendment #1 to the 2022/2023
City Budget		

CITY FINANCIAL IMPACT

The proposed property tax rate and tax dollars generated will continue to fund the current services provided to the City's residents. The proposed budget for 2023/2024 totals \$67,398,621 which includes \$12,789,900 in capital project expenditures

ATTACHMENTS

1. PH Hearing Notice Budget FY 24
2. Budget 2023-2024 Setting Public Hearing #2.Res 4-6-23

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: MUSCATINE

The City Council will conduct a public hearing on the proposed Budget at: City Hall Council Chambers Meeting Date: 4/20/2023 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	15.67219
--	----------

The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375
--	---------

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(563) 264-1550

City Clerk/Finance Officer's NAME
Carol Webb

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	16,143,123	15,185,562	14,913,412
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	16,143,123	15,185,562	14,913,412
Delinquent Property Taxes	4	0	0	2,989
TIF Revenues	5	2,643,500	2,348,000	2,359,120
Other City Taxes	6	4,427,590	4,607,599	5,202,513
Licenses & Permits	7	327,700	349,700	444,526
Use of Money and Property	8	1,426,400	1,469,505	1,117,844
Intergovernmental	9	9,891,668	17,105,032	12,573,807
Charges for Fees & Service	10	16,745,200	16,409,900	16,360,861
Special Assessments	11	0	0	0
Miscellaneous	12	6,902,400	8,793,200	7,973,904
Other Financing Sources	13	7,187,500	500,000	6,207,500
Transfers In	14	22,153,591	21,734,772	15,450,403
Total Revenues and Other Sources	15	87,848,672	88,503,270	82,606,879
Expenditures & Other Financing Uses				
Public Safety	16	11,640,400	11,650,600	11,040,380
Public Works	17	3,701,200	3,191,800	3,177,771
Health and Social Services	18	55,000	55,000	37,500
Culture and Recreation	19	4,601,800	4,382,300	4,323,136
Community and Economic Development	20	6,111,300	5,778,373	5,313,195
General Government	21	3,535,700	3,764,718	3,194,054
Debt Service	22	2,825,731	2,815,524	2,900,738
Capital Projects	23	5,247,900	7,924,700	10,440,344
Total Government Activities Expenditures	24	37,719,031	39,563,015	40,427,118
Business Type / Enterprises	25	29,679,590	30,437,280	24,833,318
Total ALL Expenditures	26	67,398,621	70,000,295	65,260,436
Transfers Out	27	22,153,591	21,734,772	15,450,403
Total ALL Expenditures/Transfers Out	28	89,552,212	91,735,067	80,710,839
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,703,540	-3,231,797	1,896,040
Beginning Fund Balance July 1	30	34,217,160	37,448,957	35,552,917
Ending Fund Balance June 30	31	32,513,620	34,217,160	37,448,957

RESOLUTION NO. 2023-0141

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
CONCERNING THE BUDGET ESTIMATE FOR FISCAL YEAR 2023/2024
FOR THE CITY OF MUSCATINE, IOWA**

WHEREAS, the City is required to hold a public hearing concerning the City's budget estimate for fiscal year July 1, 2023 through June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA that a public hearing will be held on April 20, 2023 beginning at 6:00 p.m, in the City Hall Council Chambers concerning the City's budget estimate for fiscal year 2023/2024, and the City Clerk is directed to publish notice of said meeting in the Muscatine Journal.

Electronic access information to the Council meeting and public hearing will also be included in the posted agenda for the meeting on the City's website at muscatineiowa.gov.

PASSED, APPROVED, AND ADOPTED this 6th day of April, 2023.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0143

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Executing a Deed and Authorizing the transfer of a 1.14 acre portion of the City-owned parcel located at 1030 Hershey Avenue, to The Kent Group, Inc

EXECUTIVE SUMMARY

On November 3, 2022 City Council approved an exchange agreement with The Kent Group, Inc, where the City agreed to transfer a 1.14 acre portion of the City-owned parcel located at 1030 Hershey Avenue, in exchange for the demolition of all remaining derelict structures in the Carver Corner area by the Kent Group. The Kent Group has completed the demolition of the derelict structures. This resolution executes a deed transferring the subject property to the Kent Group Inc.

STAFF RECOMMENDATION

Approval

BACKGROUND/DISCUSSION

The Kent Corporation has recently acquired the McKee Button building located at 1000 Hershey Avenue. Kent is going to renovate the existing building into office space that will ultimately house a significant number of employees. The parcel upon which the McKee Button building sits is not large enough to construct a parking area of the size necessary to accommodate the size of the proposed workforce. For this reason, Kent desires to acquire a 1.14-acre portion of the City-owned parcel, 1030 Hershey, that directly adjoins their property. The map and plat attached to this memo depict the acquisition area.

There were five derelict buildings on the city-owned parcels that adjoin 1000 Hershey Avenue. See map attached to this memo. These derelict buildings were not located within the proposed acquisition area. Kent offered to demolish these derelict buildings at their expense in exchange for the identified 1.14 acres that they require for their proposed project. The assessed value of the 1.14 acres that Kent is desiring to acquire is \$27,860. The estimated cost to have these derelict buildings demolished exceeded \$27,860.

The primary area of Carver Corner consists of seven properties (about 6 acres) approximately 0.5 miles southwest of downtown Muscatine at the corner of Hershey Avenue and Green Street. Additional city-owned lots south along Grandview Avenue totaling just under one acre on eight parcels are also frequently considered part of Carver Corner and, while unavailable for vertical development, should be considered when discussing future uses of the property. In total, this area serves as the gateway to the central business district from the south via Grandview and Hershey Avenues and is in very close proximity to the riverfront and the City's trail network.

The City assembled ownership of the Carver Corner area over approximately two decades. The City acquired a number of properties, including the Carver Pump site in 1996 and completed assembling the site in 2017 with the purchase of the Testrake property. Over the years, the City has had environmental, archeological, and other studies completed on the Carver Corner properties. The City also demolished many derelict structures.

The clearance of the remaining derelict structures completes the process of making Carver Corner development ready. The revitalization of a historically significant building, and the presence of a significant number of high-quality jobs that are part of Kent's proposed project will make Carver Corner a much more attractive site for further development.

On April 7, 2022, a public hearing was held on declaring this property as surplus, after which a resolution declaring this parcel as surplus and directing it for its disposal was approved by the City Council. On November 3, 2022, the exchange agreement, providing for the transaction outlined above, was approved. Now that the Kent Group has completed all the required demolitions, City Council will need to act on a resolution executing a deed to the 1.14 acres covered in this exchange agreement.

CITY FINANCIAL IMPACT

The proposed transaction will allow for the redevelopment of 1000 Hershey in a manner that will have a positive financial impact on the City.

ATTACHMENTS

1. Beech Lumber Deed
2. RESOLUTION Authorizing Sale and Approving Deed Beech Lumber

Prepared by: Andrew Fangman, 215 Sycamore Street, Muscatine, IA 52761; 563.262.4141
Return and Tax Statement to: The Kent Group, Inc., 2905 Highway 61 North, Muscatine, IA 52761

WARRANTY DEED

The City of Muscatine, Iowa, a municipal corporation situated in Muscatine County, Iowa, for valuable consideration, transfers and conveys to The Kent Group, Inc. all its right, title, and interest in the following real property in Muscatine County, Iowa:

Part of Lot 1 in the Subdivision of Section 2 and 3, Township 76 North, Range 2 West, and part of the old Muscatine Slough bed all in the city of Muscatine, Muscatine County, Iowa. Beginning at the northwest corner of Parcel "R" as recorded at Instrument Number 2020-07014; thence southerly along the west boundary of Parcel "R" the following courses south 01°24'05" west 293.45 feet; thence south 84°29'04" west 18.11 feet; thence south 22°25'47" west 117.30 feet; thence south 32°36'01" west 110.02 feet to the apparent northerly right of way of the Iowa Chicago & Eastern Railroad; thence south 47°12'07" west 11.06 feet along said right of way; thence north 01°24'05" east 508.10 feet to the south right of way of Hershey Avenue; thence south 88°04'05" east 125.00 feet along said right of way to the point of beginning. Parcel "S", PARCEL ID# 1302159014.

Exempt from transfer tax per Iowa Code Section 428A.2(6).

The City covenants with the grantee, its successors and assigns, to warrant and defend the real property against the lawful claims of all persons claiming by, though, or under the City.

IN WITNESS WHEREOF, the City of Muscatine, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Clerk and its seal to be affixed on March 16, 2023.

CITY OF MUSCATINE, IOWA

(CITY SEAL)

By _____
Brad Bark
Mayor

ATTEST:

Carol Webb
City Clerk

STATE OF IOWA, MUSCATINE COUNTY, ss.

This instrument was acknowledged before me on _____, 2023, by Brad Bark and Carol Webb as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa.

Notary Public in and for the State of Iowa

RESOLUTION NO. 2023-0143

**A Resolution Authorizing the Sale of
City Property to The Kent Group, Inc.**

WHEREAS, as a resolution was adopted by the City Council of Muscatine, Iowa, on March 10, 2022, concerning the proposed sale of all the City's right, title, and interest in and to the real property described in the copy of the Deed attached to this Resolution and incorporated by reference; and

WHEREAS, the Resolution provided that notice of intention to sell the real property should be given by publication of a Public Notice in *The Muscatine Journal* no less than 4 or more than 20 days before the City Council meeting to be held on April 7, 2022, and the notice was published as specified in the Resolution and as required by law; and

WHEREAS, the Resolution provided for a public hearing on the proposed sale of real property, and such public hearing has been held; and

WHEREAS, the City Council of Muscatine, Iowa, on November 3, 2022 approved an exchange agreement between the City of Muscatine and the Kent Group, Inc.

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

1. The City of Muscatine, Iowa, will sell and convey all its right, title, and interest in and to the real property described as **Part of Lot 1 in the Subdivision of Section 2 and 3, Township 76 North, Range 2 West, and part of the old Muscatine Slough bed all in the city of Muscatine, Muscatine County, Iowa. Beginning at the northwest corner of Parcel "R" as recorded at Instrument Number 2020-07014; thence southerly along the west boundary of Parcel "R" the following courses south 01°24'05" west 293.45 feet; thence south 84°29'04" west 18.11 feet; thence south 22°25'47" west 117.30 feet; thence south 32°36'01" west 110.02 feet to the apparent northerly right of way of the Iowa Chicago & Eastern Railroad; thence south 47°12'07" west 11.06 feet along said right of way; thence north 01°24'05" east 508.10 feet to the south right of way of Hershey Avenue; thence south 88°04'05" east 125.00 feet along said right of way to the point of beginning. Parcel "S", PARCEL ID# 1302159014.**

2. The Mayor is authorized and directed to sign the Deed for the conveyance of property identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature; and will be in substantially the same form as the copy of the Deed attached to this Resolution as "Exhibited A".

3. Any resolution or part thereof in conflict or inconsistent with this Resolution is repealed.

PASSED, APPROVED, AND ADOPTED on April 6, 2023.

(CITY SEAL)

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0160

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Carol Webb, City Administrator

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Setting a Public Hearing for April 20, 2023 to Declare Certain Real Estate owned by the City (known as Tom Bruner Field), as Surplus and Authorizing the Sale of Said Certain Real Estate to the Muscatine Community School District

EXECUTIVE SUMMARY

Presented for Council's consideration is a Resolution setting a public hearing for April 20, 2023 on the proposal to declare certain real property located adjacent to Kent-Stein Park , known as "Tom Bruner Field", as surplus and authorizing the sale of such property to the Muscatine Community School District (MCSD). The parcel on which Tom Bruner Field is located is 4.81 acres.

The City of Muscatine acquired Tom Bruner Field in 1975. In 2019, the City and MCSD entered into the Tom Bruner Usage/Maintenance Agreement which provided MCSD with exclusive usage and maintenance of Tom Bruner Field. Under the Tom Bruner Agreement, MCSD has the right to use and operate the facilities for any baseball or non-baseball school event.

MCSD plans to make significant capital investments in the property and has requested that the City transfer the property to their ownership. The City must declare the parcel surplus before doing so.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

The City acquired Tom Bruner Field in 1975 for \$42,750 from a private citizen. The field was used by a semi-pro baseball team (the Muscatine Red Sox), Muscatine Community College, Muscatine High School, and various recreational groups. In 2019, the City and MCSD entered

into the Tom Bruner Usage/Maintenance Agreement which provided MCSD with exclusive usage and maintenance of Tom Bruner Field. Under the Tom Bruner Agreement, MCSD has the right to use and operate the facilities for any baseball or non-baseball school event. MCSD has invested approximately \$74,000 in upgrades to the Tom Bruner Facility.

Muscatine Community School District (MCSD) is proposing to invest approximately \$1.5 million in upgrades to the property and has requested the City transfer ownership of the parcel to MCSD.

Iowa Code §364.7(3) states that "a city may not dispose of real property by gift except to a governmental body for a public purpose." Thus, transferring the Bruner Field parcel to MCSD for transactional costs is allowed under Iowa law.

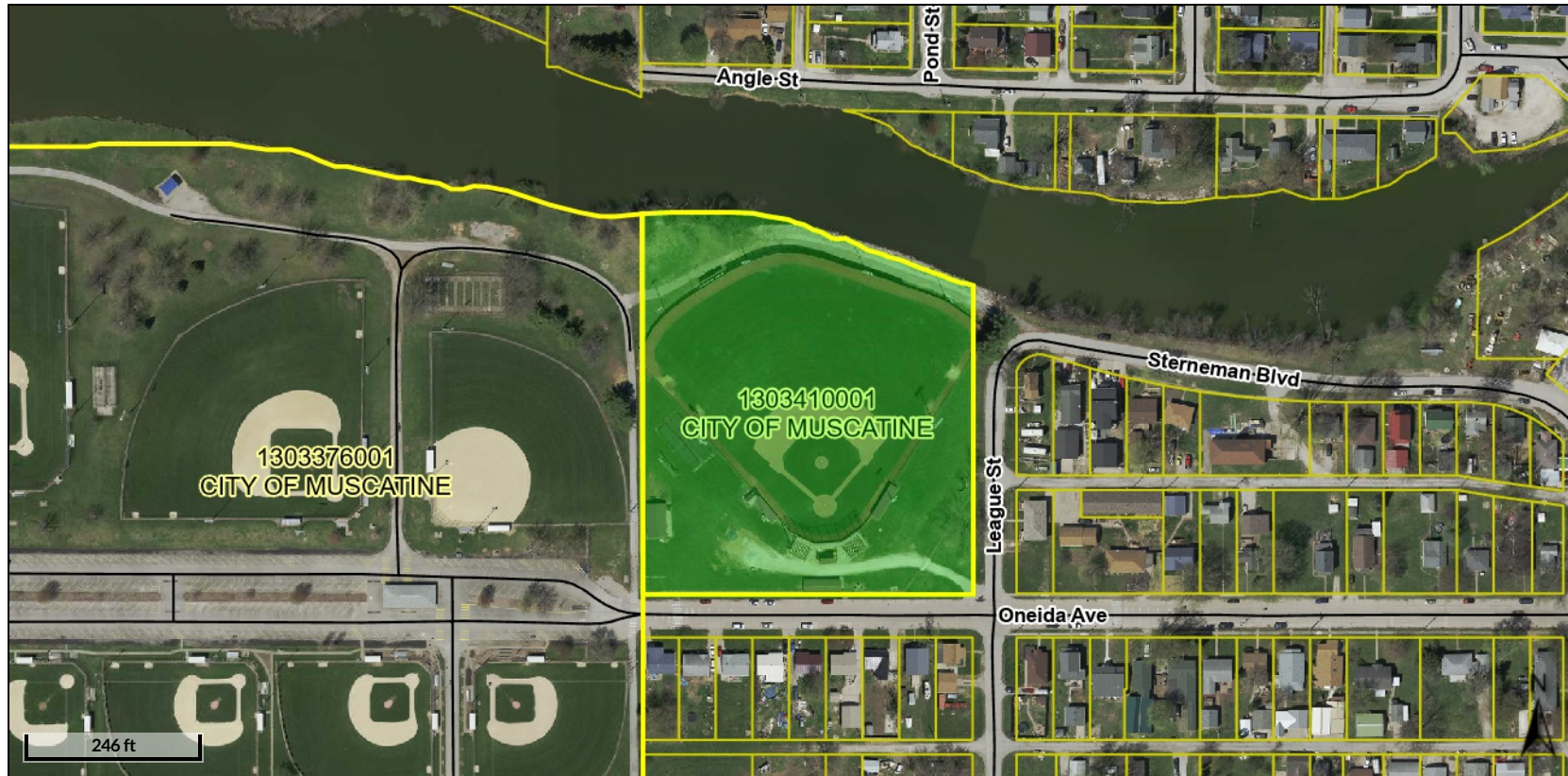
CITY FINANCIAL IMPACT

The 2023 assessed value of the subject parcel is \$330,000. The City purchased the property in 1975 for \$42,750 and both the City and MCSD have invested in improvements to the property since the City obtained ownership.

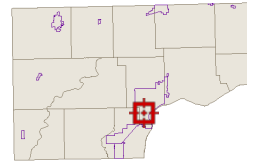
MCSD will assume all responsibilities for maintenance and improvements upon transfer of the property, thus eliminating any future investments needed by the City.

ATTACHMENTS

1. Bruner Field Parcel location map
2. Parcel Report - Tom Bruner Field
3. Tom Bruner Field Agreement
4. Resolution Declaring Tom Bruner Field as surplus



Overview



Legend

-  Corporate Limits
-  Political Township
- Dimension Leader**
 -  2
 -  3
-  Parcels
- Roads**
 -  Airport Runway
 -  City Street
 -  County Road
 -  Neighbor County
 -  Private Drive
 -  State Highway
 -  Treadway
 -  US Highway
 -  US Hwy - Divided
 -  <all other values>

Date created: 3/31/2023

Last Data Uploaded: 3/31/2023 12:08:49 AM

Developed by  Schneider
GEOSPATIAL

Muscatine Area Geographic Information Consortium (MAGIC)

Summary

Parcel ID 1303410001
Alternate ID RMCMUU-1303410001
Property Address N/A
Sec/Twp/Rng N/A
Brief Tax Description 3-76-2W BLK 8 S PARK ADD
(Note: Not to be used on legal documents)
Deed Book/Page
Contract Book/Page
Gross Acres 4.81
Exempt Acres 4.81
Net Acres 0.00
Class C - Commercial
(Note: This is for tax purposes only. Not to be used for zoning.)
District MCMUU - MUSCATINE CITY/MUSCATINE SCH/MUSCATINE FIRE
School District MUSCATINE COMM SCHOOL



Owner

Deed Holder
[City Of Muscatine](#)
[215 Sycamore St](#)
 Muscatine IA 52761-3800
Contract Holder
Mailing Address
 City Of Muscatine
 215 Sycamore St
 Muscatine IA 52761-3800

Land

Zoning R3-Single Family Residence

Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	420.00	512.00	450.00	450.00
Sub Lot 2	0.00	0.00	0.00	0.00
Sub Lot 3	0.00	0.00	0.00	0.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 4.81 Acres; 209,700 SF

Commercial Buildings

Type	Base Area	Year Built
Metal Shop - Post Frame	1150	1979
Recreational Facility	800	1978

Yard Extras

- #1 - (1) DUG OUT W12.00 x L45.00 540 SF, Built 1960
- #2 - (1) DUG OUT W10.00 x L52.00 520 SF, Built 1960
- #3 - (1) DUG OUT ADDITION W8.00 x L12.00 96 SF, Built 2000
- #4 - (1) Fencing - Chain No Barbs, 40 Ft-Hgh, 105 LF, 0 LF-Gates, No Sec. Gate, Built 1970
- #5 - (1) Fencing - Chain No Barbs, 6 Ft-Hgh, 600 LF, 20 LF-Gates, No Sec. Gate, Built 1970
- #6 - (1) Fencing - Wood 10 Ft High, 600 LF, High Fence Pricing, 0 LF gate, Built 1970
- #7 - (2) Yard Lighting - Sodium/Halide 1 Poles, 70 Pole Ht, 21 Lights, 1,500 Watts, Built 2000
- #8 - (7) Yard Lighting - Sodium/Halide 1 Poles, 60 Pole Ht, 8 Lights, 1,500 Watts, Built 2000
- #9 - (1) BATTING CAGES W36.00 x L75.00 2,700 SF, Built 1990
- #10 - (1) PRESS BOX AND BLEACHERS Quantity=2,780.00, Units=Square Feet, Height=14, Built 1980
- #11 - (1) Fencing - Chain No Barbs, 8 Ft-Hgh, 1,035 LF, 20 LF-Gates, No Sec. Gate, Built 1970

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/30/1975	MULL WILLIAM L OR HELEN F	CITY OF MUSCATINE	270-656	SALE TO/BY GOVERNMENT	Deed		\$42,750.00

Recent Sales in Area

Sale date range:

From:

03/31/2020

To:

03/31/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

Valuation

	2023	2022	2021	2020	2019
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$57,560	\$57,560	\$57,560	\$57,560	\$57,560
+ Assessed Building Value	\$272,770	\$237,300	\$227,000	\$176,540	\$176,540
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$330,330	\$294,860	\$284,560	\$234,100	\$234,100
- Exempt Value	(\$330,330)	(\$294,860)	(\$284,560)	(\$234,100)	(\$234,100)
= Net Assessed Value	\$0	\$0	\$0	\$0	\$0

Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021
+ Taxable Land Value	\$0	\$0	\$0
+ Taxable Building Value	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0
= Gross Taxable Value	\$0	\$0	\$0
- Military Credit	\$0	\$0	\$0
= Net Taxable Value	\$0	\$0	\$0
x Levy Rate (per \$1000 of value)	37.69583	37.99834	38.15439

= Gross Taxes Due	\$0.00	\$0.00	\$0.00
- Ag Land Credit	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$0.00	\$0.00	\$0.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$0	No		282435
	September 2022	\$0	No		
2020	March 2022	\$0	No		255672
	September 2021	\$0	No		
2019	March 2021	\$0	No		228988
	September 2020	\$0	No		
2018	March 2020	\$0	No		192825
	September 2019	\$0	No		

Photos



Appraisal Abbreviations

Click [here \(172 KB .pdf\)](#) or [here \(88 KB .doc\)](#) for explanations of the Muscatine County Appraisal Abbreviations used on building sketches.

Homestead Tax Credit Application

[Apply online for the Iowa Homestead Tax Credit](#)

Military Service Tax Exemption Application

[Apply online for the Iowa Military Tax Credit](#)

No data available for the following modules: Residential Dwellings, Agricultural Buildings, Permits, Sketches, Tax Sale Certificates.

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Version 2.3.254

TOM BRUNER USAGE / MAINTENANCE AGREEMENT

This Agreement is made and entered into this day of 01-16-2019 between the City of Muscatine ("City"), and the Muscatine Community School District ("MCSD") concerning the usage and maintenance of Tom Bruner Field.

WHEREAS the City owns certain real property in Muscatine County, Iowa locally known as Tom Bruner Field and located at: Kent-Stein Park (2136 Oneida Street, Muscatine, Iowa), upon which the City has constructed a baseball stadium and related improvements ("Premises");

WHEREAS MCSD desires to enter into an agreement for the usage and maintenance of the Premises from the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Agreement and Term. The City agrees to give the exclusive usage and maintenance of the Premises to MCSD for a 1 year period from January 1, 2019 through December 31, 2019. This agreement will renew annually thereafter, unless terminated pursuant to this Agreement.
2. Cost. MCSD agrees to pay all costs associated with the usage and maintenance of said Premises.
3. Principal. MCSD agrees to serve as principal for this agreement, and will be joint and severally liable for the same. MCSD will be responsible for the usage and preparation and on-going maintenance of the facility.
4. Use. MCSD shall have the right to use and operate the Premises for any baseball or non-baseball event that they sponsor, provided that they operate the Premises in a sound and professional manner. MCSD may not use the Premises, or permit any other person or entity to use the Premises, for any improper, immoral or unlawful purpose, for a use or purpose inconsistent with applicable zoning, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the Premises. The Premises shall be a public facility, and the seating, parking, concession stands, restroom facilities and other specified areas thereof shall be open to the public, subject to reasonable admission fees and other reasonable restrictions.
5. Contact. Annually, a member of the City and an MCSD staff member will be identified as the point of contact for facility issues.
6. Maintenance. MCSD shall provide all materials and supplies necessary, and be responsible for all maintenance and preparation of the baseball diamond and associated facilities including: dugouts, backstop, bleachers, concession stand, chain

link fencing, parking areas, tree trimming, irrigation system, right of way mowing, batting cages, drive ways, restrooms, outfield wooden fencing, playing field, field lighting, and the storage and maintenance building during the agreement period. In addition, a trash dumpster will be rented by MCSD. Members of the Muscatine Community School District staff will identify an individual who will be responsible for the day-to-day and long-term maintenance of the baseball playing surface and surrounding facility at Tom Bruner Field. That individual will be responsible for the supervision of staff to perform any necessary work. If MCSD fails to maintain the Premises as herein requires, the City shall have the right to do so, at MCSD's expense, and MCSD agrees to reimburse the City for the reasonable costs to do so.

The scoreboard will continue to be maintained by the MCSD during all seasons.

7. Utilities. The City (via Muscatine Power and Water) agrees to continue to provide all necessary utilities, free of charge, for the Premises so long as this facility continues to receive free electrical service from Muscatine Power and Water due to its status as part of the City's General Fund.

8. Admissions and Concessions. Except as otherwise set forth herein, MCSD shall have the right to charge reasonable admission fees for baseball or non-baseball events that they sponsor during their respective seasons (as set forth in paragraph 3), and to retain all revenues therefrom. MCSD shall also be allowed to sell concessions on the Premises during their respective seasons, and to retain all revenues therefrom. MCSD shall supply, at their own expense, all equipment, fixtures, supplies, and staff or other persons required or necessary to sell admissions and concessions on the Premises.

9. Insurance. MCSD agrees to carry all necessary and appropriate property and liability insurance for the Premises, at their sole expense. Certificates of insurance will be exchanged as necessary.

10. Scheduling. The scheduling of Tom Bruner Field will be done by the Athletic Department of MCSD. A copy of the schedule will be provided to the City.

11. Programs. The MCSD baseball programs and associated booster programs will continue to operate as they have in the past with independent schedules, budgets and goals.

12. Advertisement. Temporary (banners) outfield and sideline fence advertising may be instituted with the City's permission. Any revenues generated by advertising will be used for the sole purpose of the maintenance and continued renovation of Bruner Field. All signage must be in accordance with the City code.

13. Restoration. A plan for any additional restoration and upgrading of Tom Bruner Field will be submitted to the City for approval, as required by City code, prior to any work being done.

14. Termination and Amendment. This agreement may be terminated at any time upon mutual agreement of all parties.

This agreement may also be unilaterally terminated annually upon written notice of termination by one party, delivered via certified mail to the point of contact for each of the parties prior to December 1st each year.

This agreement may be amended at any time during this period by mutual consent of the parties involved. Review of this contract and its contents shall be conducted at the request of any one party.

15. Assignment. MCSD shall not have the right to assign this agreement or let or sublet the whole or part of the Premises without the written consent of the City.

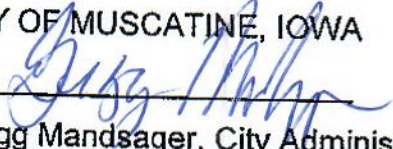
16. Indemnification. MCSD agrees to and shall indemnify, defend and hold the City, City's successors and assigns, and the officers, employees, agents and contractors of the City, harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, and costs that arise directly or indirectly from or in connection with MCSD use of the Premises, breach of this agreement, and/or any violation of governmental or insurance requirements of MCSD, provided that such indemnity shall not extend to matters that arise out of the gross negligence or willful acts of the City.

17. Force Majeure. Each parties obligations to perform under this agreement shall be excused to the extent that such performance is prevented, delayed or rendered impracticable by events beyond that party's reasonable control, provided such party shall have exercised all reasonable efforts to avoid such events. Force Majeure shall not include financial inability to perform.

18. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the City and MCSD have executed this Agreement on this day and year first written above.

CITY OF MUSCATINE, IOWA

By: 

Gregg Mandsager, City Administrator

MUSCATINE COMMUNITY SCHOOL DISTRICT

By: 

Dr. Jerry Riibe
Superintendent of MCSD

RESOLUTION NO. _____

RESOLUTION NO. 2023-xxx

**A RESOLUTION SETTING A PUBLIC HEARING CONCERNING
THE DECLARATION OF REAL ESTATE AS SURPLUS PROPERTY
AND
OFFERING SAID REAL ESTATE FOR SALE (PARCEL #1303410001,
BLOCK EIGHT (8), OF SOUTH PARK ADDITION)**

WHEREAS, the City Council of Muscatine, Iowa, is considering declaring Muscatine County Property Tax Parcel Identification Number 303410001 in Block 8 of the South Park Addition, (known as "Tom Bruner Field"), as surplus property and offering said real estate for sale, and;

WHEREAS, a public hearing must be conducted by the City Council of Muscatine prior to declaring this parcel as surplus property and offering said real estate for sale.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that a public hearing on declaring said real estate surplus property and offering it for sale be held at 6:00 pm on April 20th, 2023, in the City Hall Council Chambers and that the attached public notice of the time and place of said public hearing shall be given by publication in the Muscatine Journal as required by the Code of Iowa.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine, Iowa, on this, the 6th day of April 2023.

Brad Bark, Mayor

ATTEST:

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0144

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Enter into Contract with Veenstra & Kimm Inc. in the amount of \$24,750 for Design of Lakepark Bridge Deck Repairs

EXECUTIVE SUMMARY

Presented for City Council's approval is a request to enter into a contract with Veenstra & Kimm Inc. in the amount of \$24,750 to conduct bridge deck sounding and bridge deck overlay and repairs design for the Lake Park Boulevard over Mad Creek Bridge.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

Based on the 2021 Bridge Inspection Report prepared by Veenstra & Kimm, Inc. the Lake Park Boulevard bridge over Mad Creek has a significant amount of top surface spalling to the point where advanced cracking and leaching can be seen on the underside of the deck below the spalls. If nothing is done to this deck surface it is estimated that parts of it could fall through in the next five to ten years. This deck repair project was budgeted and funded in the FY 2023 budget.

CITY FINANCIAL IMPACT

Funds for the design and construction of the deck repairs are available in the FY 2023 Operating Budget.

ATTACHMENTS

1. Letter Agreement - Muscatine - Lake Park Blvd- Bridge Deck Sounding and Overlay Design



March 14, 2023

Brian Stineman
Public Works Director
1459 Washington Street
Muscatine, Iowa 52761

CITY OF MUSCATINE
BRIDGE DECK SOUNDING AND BRIDGE DECK OVERLAY AND REPAIRS DESIGN
LAKE PARK BOULEVARD OVER MAD CREEK BRIDGE
PROPOSAL FOR ENGINEERING SERVICES

Dear Mr. Stineman:

Veenstra & Kimm, Inc. is proposing the following scope of services for providing engineering services for the Lake Park Boulevard over Mad Creek Bridge.

V&K's work will include the site investigations for the bridge, as well as the design and detailing required to create a set of plans and specifications sufficient for the City's local letting of the Lake Park Boulevard over Mad Creek Bridge repair project. Plans and specifications will include sufficient details to allow for construction by a qualified contractor. Limited construction services are also included. Individual items for V&K's work will include the following:

SCOPE OF SERVICES

PHASE I: DATA COLLECTION

Phase I will consist of on-site deck delamination surveys (chain drags).

Tasks for Phase I will include the following:

1. Complete chain-drag sounding of the top deck surface (between curbs) for the Lake Park Boulevard over Mad Creek Bridge. Results of chain drag will be used to prepare drawings that will show the delamination locations.
2. Provide City general instructions on traffic control needed while chain drag is being performed. All traffic control required for Phase I will be designed and provided by the City. City may either close one complete lane at a time or close the entire bridge.

3. Provide report that will summarize the results and provide our recommendations.

PHASE II: DESIGN, DRAWINGS, AND SPECIFICATIONS

Phase II will consist of design of repairs to improve the structural condition of the Lake Park Boulevard over Mad Creek Bridge. Repairs will include overlay of 100-percent of the bridge deck, Class A deck repairs for areas where the overlay does not remove the full depth of the spalled/delaminated area, replacement of the expansion joint material at the interface between the bridge deck and the approach pavement, and replacement of a portion of the approach pavement near the abutment if needed to allow for replacement of the expansion joint material.

Tasks for Phase II will include the following:

1. Complete design and plan details needed to define the proposed repairs. Plans will include deck delamination plots to define the location of the deck delamination, details to define the structural repairs, traffic control plans to define the necessary signage to detour traffic while the bridge is closed during construction, individual bid items and quantities. Bid items will match the standard bid items used by the Iowa DOT. Governing technical specifications referenced in the plans will be the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction.
2. Modify City's standard electronic file for standard bid documents/specifications to create a specifications book that will contain the bid documents for the project. Governing technical specifications referenced in the specifications book will be the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction.
3. Plans will be submitted to the City and affected utilities for review. Work is considered maintenance and all work can be completed from the top surface within the City's existing right-of-way, so no other review agencies will have jurisdiction over the project.
4. Prepare construction cost estimate and estimate of needed working days for City's use when reviewing contractor submitted bids.
5. All work can be completed within the City's existing right-of-way so plats and easement drawings to define needed right-of-way or temporary construction easement will not be required.
6. Provide three hard copies and a PDF file of final plans and specifications book to City.
7. Assist City with review of Contractor submitted bids.

If a full deck replacement is deemed to be the best alternative for repairs to the bridge based on the results of the deck delamination survey, a revised scope of work and fee will be prepared.

V&K's services for the project will also include uploading the repair plans for the Lake Park Boulevard over Mad Creek Bridge repair in the Iowa DOT Structural Inventory and Inspection Management System (SIIMS), which is the DOT's database for bridge inspection reports and records.

PHASE III: CONSTRUCTION SERVICES

Phase III will consist of limited construction services including the following:

1. Review concrete mix submittals and other submittals.
2. Respond to Contractor/City RFI's during construction.
3. Attend preconstruction meeting.

FEES

V&K's fee for the work proposed is as follows:

Phase I Data Collection – Deck Delamination Survey and Report

Lake Park Boulevard over Mad Creek Bridge	\$ 5,290.00
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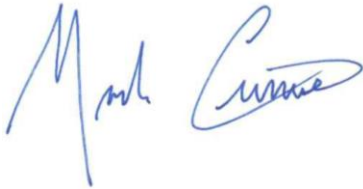
Phase II Design of Repairs to Lake Park Boulevard over Mad Creek Bridge, Preparation of Bid Documents, and Limited Bid Phase Services	\$17,330.00
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Phase III Limited Construction Services for Lake Park Boulevard Over Mad Creek Bridge Repair	\$ 2,130.00
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Brian Stineman
March 14, 2023
Page 4

This price proposal may be made a contract by affixing the proper date and signatures in the spaces below and returning one signed copy to this office.

VEENSTRA & KIMM, INC.



Mark C. Currie, P.E., S.E.
Project Manager

MCC:
0-11
Enclosure

Accepted this _____ day of _____, 2023.

By _____

Title _____



City of Muscatine

ITEM NUMBER 2023-0145

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Approve Amendment #2 to the Contract with Strand Associates in the Amount Not to Exceed \$20,000 for the Design of the Redundant Force Main from Papoose Sewer to the WPCP.

EXECUTIVE SUMMARY

Presented for City Council's consideration is Amendment #2 to the Contract with Strand Associates in the amount not to exceed \$20,000 to design the redundant forcemain from Papoose Sewer Lift Station to the Water Pollution Control Plant.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

The City of Muscatine entered into a contract with Strand Associates to design the state-mandated redundant forcemain from the Papoose Sewer Lift Station to the Water Pollution Control Plant (WPCP). Amendment #1 added to the scope of the original contract for no additional fees. At the time, both parties were under the assumption that this would be a relatively quick design and turn around to construction. Due to multiple delays caused by multiple factors, the time has dragged on from the beginning of the design to when we anticipate it will be completed and ready for bids and construction. These delays have increased the costs for engineering firm and they are seeking additional monies to cover the costs. More details of the request are found in the supporting documentation.

CITY FINANCIAL IMPACT

Funding for the design of this project is available from the Sewer Extension Reserve Fund.

ATTACHMENTS

1. Memo
2. Redundant Force Main Amendment No 2

3. Original Redundant FM Agreement and Amendment No 1

MEMORANDUM

TO: Brian Stineman, Muscatine Public Works Director
FROM: Eric Vieth, P.E., Strand Associates Inc. Project Manager
DATE: March 15, 2023
RE: Redundant Force Main Project - Amendment No. 2

Strand Associates Inc. requests the execution of Amendment No. 2 to finalize the design and bidding documents for the redundant force main construction project. This amendment accounts for scope changes, the extension of the project design schedule from December 2021 to December 2024, and a fee increase associated with added scope, extension of schedule, and billing rates increases from 2021 to 2024. The project schedule has been delayed for the following reasons:

- 1) Project schedule delay associated with Canadian Pacific Railway review (7 months) of the original force main utility application.
- 2) Project schedule delay associated with the City's desire to bid the project in 2024 (originally planned to bid in 2021).
- 3) Project schedule delay associated with the City's inclusion of the at-grade trail crossing design of Canadian Pacific Railway at Oregon Street and Day Street Railroad Crossing abandonment into the project.
- 4) Project schedule delay associated with the City's removal of the at-grade trail crossing design of Canadian Pacific Railway at Oregon Street and Day Street Railroad Crossing abandonment from the project.

Below is a list of scope items that have been added to the project:

- 1) Addition of four progress meetings.
- 2) Addition of two utility coordination meetings.
- 3) Additional plan and specification development associated with providing contract documents in compliance with new Canadian Pacific Railway design standards updated in May of 2022.
- 4) Development of a hydraulic model of the Papoose and Schley force main systems to verify force main sizing and existing pump operational parameters.
- 5) Coordination with the City/Bolten and Menk and drawing/specification development for the Grandview Avenue project to incorporate the dual force main construction into the Grandview Avenue project.
- 6) Coordination with the City/Bolten and Menk to incorporate as-built force main construction from the Grandview Avenue project into the Redundant Force Main Project.

Amendment No. 2 to Task Order No. 20-02
City of Muscatine, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated March 30, 2019

This is Amendment No. 2 to the referenced Task Order.

Project Name: Redundant Force Main Project

Under **Scope of Services**,

Project Management and Stakeholder Communication,

Item No. 1., CHANGE six to “ten.”

Item No. 3., CHANGE one to “three.”

Item No. 4., ADD “CPR standards to will include the CPR Geotechnical Protocol for Pipeline and Utility Installations with Railway R/W, dated May 16, 2022.”

Design Services,

Item No. 1. ADD “Review the current Schley Pump Station flow and pump data provided by OWNER. Develop a hydraulic model of the proposed Papoose and Schley force main systems to review force main sizing and theoretical existing pump operational parameters.”

ADD the following:

- “7. Request survey and design information from OWNER and OWNER’s consultant for the Grandview Avenue reconstruction project. Incorporate the provided information into base mapping and design drawings.
8. Participate in and facilitate up to four meetings with OWNER and OWNER’s consultant for the Grandview Avenue reconstruction project.”

Under **Compensation**, CHANGE \$197,000 to “\$217,000.”

Under **Schedule**, CHANGE December 1, 2021, to “December 1, 2023.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF MUSCATINE

Joseph M. Bunker
Corporate Secretary

Date

Brad Bark
Mayor

Date



Task Order No. 20-02
City of Muscatine, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated March 30, 2019

Project Information

Project Name: Redundant Force Main Project

Project Description: This project includes the study of the existing Papoose Lift Station force main system from the intersection of Oregon Street and Canadian Pacific Railway (CPR) to the Wastewater Treatment facility, design of a 3,200-linear-foot dual 24-inch diameter redundant force main system, 1,000 linear feet of eight-inch force main, associated valving, connections, and appurtenances.

Services Description: Provide preliminary and final design and bidding-related services.

Scope of Services

ENGINEER will provide the following services to OWNER.

Project Management and Stakeholder Communication

1. Participate in and facilitate up to six monthly progress meetings with OWNER via teleconference.
2. Participate in and facilitate three in-person design review meetings with OWNER.
3. Communicate with utility providers and participate in one utility meeting to incorporate approximate existing utility locations and potential utility relocations into the drawings and specifications as provided by the utilities.
4. Communicate with CPR while designing the two crossings at the railroad to facilitate and obtain permit. Prepare up to two drawing and specifications submittals for CPR to review related to work through CPR right-of-way (R/W). Review the CPR utility occupancy license agreement, provide comments to OWNER, and incorporate CPR standards into the Bidding Documents as appropriate.
5. Communicate with trenchless specialty contractors to assist in design development and opinions of probable construction cost.
6. Assist OWNER in obtaining the following permits:
 - a. Iowa Department of Natural Resources (IDNR) wastewater construction permit.
 - b. IDNR National Pollutant Discharge Elimination System (NPDES) Permit No. 2.
 - c. CPR Utility Occupancy License.

City of Muscatine
Task Order No. 20-02
Page 2
August 14, 2020

7. Participate in and facilitate one in-person public involvement meeting.
8. Perform a constructability review with OWNER staff prior to final drawing completion.

Geotechnical Analysis

Contract with a subconsultant to perform ten geotechnical soil borings along the project corridor. The subconsultant will review soil types, groundwater levels, dewatering needs, bearing capacity, and foundation and slope stability with respect to potential construction. The subconsultant will provide a geotechnical report to be submitted to OWNER and CPR, meeting the standards of the CPR Geotechnical Protocol for Pipeline and Utility Installations within railway R/W, dated February 14, 2020.

Topographic Survey

1. Provide topographic survey for the potential dual 24-inch force main corridor starting at the existing Wastewater Treatment facility and ending at the intersection of Oregon Street and CPR. Provide topographic survey for the potential 8-inch force main corridor starting at the Schley Avenue Pumping Station and ending at Musser Park.
2. Perform the survey in and reference to the Iowa Regional Coordinate System Burlington Zone, NAVD 88 (2012).
3. Set horizontal and vertical control throughout the project corridor to be utilized during design and construction of the project.
4. Survey will include:
 - a. Existing curbs, sidewalks, edge of pavement, drive aprons, pavement surfaces, visible utility appurtenances, and locations of existing force main structures.
 - b. Request utility locates through Iowa One Call and survey marked utilities.
 - c. Identify and locate property pins as necessary to establish R/W.
 - d. Perform existing utility structure inventory to establish existing utility elevations, sizes, materials, and condition. Approximately 40 structures will be inventoried.

Design Services

1. Review the current Papoose Pumping Station flow data provided by OWNER for force main sizing.
2. Prepare preliminary drawings and submit to OWNER for review at the 30 percent, 60 percent, and 90 percent completion.
3. Prepare drawings and technical specifications for the construction of approximately 7,400 total linear feet of force main piping, including:
 - a. Modifications to existing process piping at the wastewater treatment plant for the new force main connections.

City of Muscatine
 Task Order No. 20-02
 Page 3
 August 14, 2020

- b. Utility abandonments and pavement/structure removals.
 - c. Up to 600 linear feet of trenchless construction of force main and casing pipe required by CPR under CPR tracks.
 - d. Up to 100 linear feet of trenchless construction of 6-inch piping under CPR for a future irrigation system.
 - e. Construction staging drawings for detour routes throughout the project corridor.
 - f. Force main plan and profiles.
 - g. Force main connections and valving.
 - h. Structural wall repair modifications to the existing Papoose Lift Station for replacing the existing 16-inch force main with a 24-inch force main.
 - i. Restoration of pavements and turf areas.
 - j. Spot storm sewer, water main, and sanitary sewer relocations to accommodate the force main construction. Communicate with Muscatine Power and Water (MPW) regarding water main relocations.
 - k. Erosion control and Stormwater Pollution Prevention Plan (SWPPP).
 - l. Prepare one easement exhibit and a metes and bounds description for acquisition of property by OWNER from Cargill, Inc.
4. Prepare opinions of probable construction cost at the 30 percent, 60 percent, and 90 percent completion and submit to OWNER for review.

Contract Documents and Bidding-Related Services

- 1. Prepare final Contract Documents consisting of the following:
 - a. Construction drawings using MicroStation on 11-inch by 17-inch plan sheets.
 - b. Bidding Documents using OWNER's General Requirements, 2020 Statewide Urban Design and Specifications (SUDAS) standards specifications, and OWNER supplemental specifications. Incorporate MPW standard specifications into the contract documents.
- 2. Provide the following bidding-related services:
 - a. Prepare addenda and answer questions during bidding and attend preconstruction meeting.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses a not-to-exceed fee of \$197,000.

City of Muscatine
Task Order No. 20-02
Page 4
August 14, 2020

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of August 31, 2020. Services are scheduled for completion on February 28, 2021.

OWNER's Responsibilities

In addition to those items found in the associated Agreement for Technical Services, OWNER shall be responsible for the following:

1. Assist ENGINEER with railroad coordination, including obtaining access to the railroad R/W through easement or a Right-of-Entry Agreement.
2. Pay for any agency permit, railroad access, and any railroad protective liability insurance fees.
3. Bid the project.

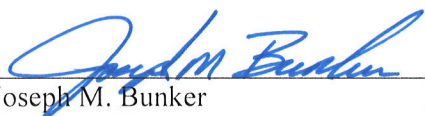
TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

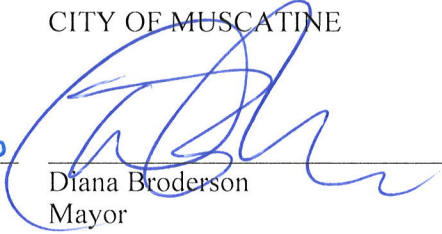
OWNER:

STRAND ASSOCIATES, INC.®

CITY OF MUSCATINE


Joseph M. Bunker
Corporate Secretary


Date


Diana Broderson
Mayor

Date



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

Amendment No. 1 to Task Order No. 20-02
City of Muscatine, Iowa (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Agreement for Technical Services dated March 30, 2019

This is Amendment No. 1 to the referenced Task Order.

Project Name: Redundant Force Main Project

Under **Scope of Services**,

Project Management and Stakeholder Communication, ADD the following:

- “9. Attend two virtual meetings with OWNER, CPR, and Iowa Department of Transportation to review CPR Standards regarding the design of an at-grade trail crossing of CPR at Oregon Street.”

Design Services,

REPLACE 3.a. in its entirety with the following:

- “a. Connections to the existing force mains in the yard areas east of the Water Resource and Recovery Facility.”

DELETE 3.h. and 3.i. in their entirety.

ADD the following:

- “5. Provide design of approximately 300 linear feet of ten-foot-wide asphaltic trail on Liberty Street from Roby Avenue to Warren Street. Design will consist of one plan and profile drawing, a typical section detail, and cross sections.
6. Provide design of approximately 150 linear feet of ten-foot-wide asphaltic trail on Oregon Street for at-grade trail approaches to the CPR tracks from the east and west. Drawings will consist of one plan and profile drawing, a typical section detail, and cross sections. CPR shall be responsible for all other design elements of the trail crossing including, but not limited to, signage and signals required.”

Under **Schedule**, CHANGE February 28, 2021, to “December 1, 2021.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.[®]

CITY OF MUSCATINE


Joseph M. Bunker
Corporate Secretary

Date


Patrick R. Lynch
City Engineer

11/8/21
Date



City of Muscatine

ITEM NUMBER 2023-0146

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Request to Approve and Purchase Easements for West Hill Sewer Separation Phase 6 Construction in the amount of \$47,942.44.

EXECUTIVE SUMMARY

Presented for City Council approval is a request to approve and purchase easements for the West Hill Sewer Separation Phase 6 A&B construction in the amount of \$47,942.44

STAFF RECOMMENDATION

Approve the easements and purchase agreements.

BACKGROUND/DISCUSSION

The City of Muscatine Public Works Department has negotiated agreements with all of the affected property owners for Phase 6 A&B of the WHSSP. These agreements will allow the City and its contractors access to install and maintain the sanitary sewer and water lines in this area. There are sixty-eight (68) easements with a total purchase amount of \$47,942.44. The values for each purchase were based on a per square foot price determined by utilizing the property's assessed value. For more information, see the attached table of acquisitions.

CITY FINANCIAL IMPACT

Funding for these purchases is available in the West Hill Sewer Separation Project Budget.

ATTACHMENTS

1. Phase 6 Easement Payment Table

WEST HILL PHASE 6 A/B - Easement Payment Table			
Property Address	PAYEE	MAILING ADDRESS	TOTAL EASEMENT VALUATION
803 Sycamore St.	Brad J or Mary A Kisner	825 Robin Rd., Muscatine, IA 52761	\$ 622.13
811 Sycamore St.	Santos G or Maria Z Bueno	811 Sycamore St., Muscatine, IA 52761	\$ 972.90
813 Sycamore St.	Nancy Beauchamp Paul	813 Sycamore St., Muscatine, IA 52761	\$ 992.97
815 Sycamore St.	Kara Hage	815 Sycamore St., Muscatine, IA 52761	\$ 774.87
817 Sycamore St.	Sharon Summers	817 Sycamore St., Muscatine, IA 52761	\$ 969.42
901 Sycamore St.	Kimberly S Haney	901 Sycamore St., Muscatine, IA 52761	\$ 703.75
903 Sycamore St.	Kathryn L Burk	903 Sycamore St., Muscatine, IA 52761	\$ 747.94
905 Sycamore St.	Joan L Trullinger	905 Sycamore St., Muscatine, IA 52761	\$ 747.44
907 Sycamore St.	Joan L Trullinger		\$ 888.04
908 Sycamore St.	Jorge or Laura Vazquez	908 Sycamore, Muscatine, IA 52761	\$ 40.44
909 Sycamore St.	Adrian Cenicerros	1003 Sycamore St., Muscatine, IA 52761	\$ 862.56
910 Sycamore St.	Adam Thompson	409 Park Avenue, Muscatine, IA 52761	\$ 52.16
911 Sycamore St.	Marci Rominger	911 Sycamore St., Muscatine, IA 52761	\$ 898.26
913 Sycamore St.	Strongarm Properties LLC	702 Park Avenue, Muscatine, IA 52761	\$ 1,161.65
1000 Sycamore St.	Leo Loos	1109 Oakland Drive, Muscatine, IA 52761	\$ 222.78
1001 Sycamore St.	Steven E or Deborah K Lane	1001 Sycamore St., Muscatine, IA 52761	\$ 745.55
1003 Sycamore St.	Adrian Cenicerros	1003 Sycamore St., Muscatine, IA 52761	\$ 151.86
1004 Sycamore St.	Julia Honts	1004 Sycamore St., Muscatine, IA 52761	\$ 174.03
1005 Sycamore St.	Tina Green	1005 Sycamore St., Muscatine, IA 52761	\$ 557.91
1007 Sycamore St.	American Heritage Properties	2267 Ridgeview Dr., Muscatine, IA 52761	\$ 694.49
1008 Sycamore St.	William F. McCarthy Revocable Trust, Sabrina Smith, Trustee	3333 Mulberry Ave., Muscatine, IA 52761	\$ 181.26
1009 Sycamore St.	Tubandt Enterprises, LLC	120 Eagle Watch Rd., Muscatine, IA 52761	\$ 154.03
1014 Sycamore St.	Jennifer or Michael Schmelzer	1014 Sycamore St., Muscatine, IA 52761	\$ 189.13
1016 Sycamore St.	Holly Carter	1016 Sycamore St., Muscatine, IA 52761	\$ 193.44
1020 Sycamore St.	Jessica James	1020 Sycamore St., Muscatine, IA 52761	\$ 191.84
1024 Sycamore St.	John Lee	1024 Sycamore St., Muscatine, IA 52761	\$ 252.36
1028 Sycamore St.	Annette or Rohan Joseph	1772 N. Tipton Rd., Muscatine, IA 52761	\$ 265.40
1100 Sycamore St.	Jeanne S. Gardner	1100 Sycamore St., Muscatine, IA 52761	\$ 1,097.67
1104 Sycamore St.	Douglas M or Rose M Nelson	507 Spruce St., Muscatine, IA 52761	\$ 1,104.57
1107 Sycamore St.	Jeremy Fowler	1107 Sycamore St., Muscatine, IA 52761	\$ 861.33
1108 Sycamore St.	Jennifer Marie Freeman	1108 Sycamore St., Muscatine, IA 52761	\$ 681.47
1109 Sycamore St.	Adrian O or Maria G Laslo	1109 Sycamore St., Muscatine, IA 52761	\$ 1,065.98
1110 Sycamore St.	Todd Poci	1110 Sycamore St., Muscatine, IA 52761	\$ 691.61
1111 Sycamore St.	Judith Lokenvitz	1111 Sycamore St., Muscatine, IA 52761	\$ 645.24
1112 Sycamore St.	Cory A or Melinda K Burke	2055 Independence Ave., Muscatine, IA 52761	\$ 1,034.33
1113 Sycamore St.	Jose F or Yolanda Q Castelan	1113 Sycamore St., Muscatine, IA 52761	\$ 771.21
1114 Sycamore St.	Adrian or Erica Cenicerros	1114 Sycamore St., Muscatine, IA 52761	\$ 889.33
1115 Sycamore St.	Danny L or Karla J Kitchen	1115 Sycamore St., Muscatine, IA 52761	\$ 1,824.19
1117 Sycamore St.	Romona G Dingus	1117 Sycamore St., Muscatine, IA 52761	\$ 1,035.39
1118 Sycamore St.	Jill C. Schnell or Charles C. Farrar	1118 Sycamore St., Muscatine, IA 52761	\$ 1,151.30
1119 Sycamore St.	M A Kauffman LLC	1609 Foster St., Muscatine, IA 52761	\$ 926.72
1120 Sycamore St.	Tamara Wagner	1120 Sycamore St., Muscatine, IA 52761	\$ 1,583.56
215 E 8th St.	Onix Marrero	215 E 8th St., Muscatine, IA 52761	\$ 1,010.71
205 E 10th St.	Donald E or Cordelia J Frye	205 E 10th St., Muscatine, IA 52761	\$ 69.30
207 E. 10th St.	Sandra or Orville Miller	207 E. 10th St., Muscatine, IA 52761	\$ 1,284.08
209 E. 10th St.	Aurelia and Ludovic Manyi	209 E. 10th St., Muscatine, IA 52761	\$ 1,014.55
806 Cedar St.	Brooke Ventures LLC	P.O. Box 822, West Branch IA 52358-0822	\$ 837.24
808 Cedar St.	Robert W or Patricia A Brown	808 Cedar St., Muscatine, IA 52761	\$ 691.79
810 Cedar St.	Darvin Jackson	810 Cedar St., Muscatine, IA 52761	\$ 696.14
812 Cedar St.	FANNIE MAE	14221 Dallas Pkwy Ste 1000 Dallas TX 75254-2946	\$ 755.06
814 Cedar St.	Daniel E Perkins	814 Cedar St., Muscatine, IA 52761	\$ 669.87
816 Cedar St.	Skuaed Properties LLC	1437 Walter Mapp Dr. Riverside IA 52327	\$ 324.75
818 Cedar St.			\$ 437.44
904 Cedar St.	Steven Rex Cousins	2393 49th St. South, Muscatine IA 52761	\$ 663.49
1016 Cedar St.	Toni or Baltazar Martinez	1016 Cedar St., Muscatine, IA 52761	\$ 511.14
1208 Cedar St.	Jamie Louise Freedain	1208 Cedar St., Muscatine, IA 52761	\$ 1,866.62
1300 Cedar St.	Basulto Properties, LLC	2518 Mulberry Ave., Muscatine, IA 52761	\$ 647.14
1408 Cedar St.	Grant T. Greenley	1408 Cedar St., Muscatine, IA 52761	\$ 339.43
Unity Healthcare Lot 9	Unity Healthcare	1518 Mulberry Ave., Muscatine, IA 52761	\$ 1,401.97
109 E Fulliam Ave.	Jimmie Merideth Trust	109 E Fulliam Ave., Muscatine, IA 52761	\$ 18.01
113 E Fulliam Ave.	Dora Orellana Zepeda	613 Evans St., Muscatine, IA 52761	\$ 1,044.37
114 E. Fulliam	Lily Mae Robertson c/o Kristina Foor	114 E. Fulliam, Muscatine, IA 52761	\$ 54.88
117 E Fulliam Ave.	Terry C. Romine or Ae Ok Kwon Romine	1616 1st Avenue 52761	\$ 1,175.52
121 E Fulliam Ave.			\$ 669.93
206 E. Fulliam Ave.	Ramona G. or Sheryl A. Dingus	206 E. Fulliam Ave., Muscatine, IA 52761	\$ 852.07
210 E Fulliam Ave.	John L. and Leah N. Timm Family Trust	2901 Mulberry Ave., Muscatine, IA 52761	\$ 1,110.28
108 W. Fulliam	Heather K. Carter	108 W. Fulliam, Muscatine, IA 52761	\$ 12.25
110 W. Fulliam	Highten Homes LLC	2726 Brookview Rd., Muscatine, IA 52761	\$ 11.89
			\$ 47,942.44



City of Muscatine

ITEM NUMBER 2023-0148

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Accept a \$1,738,000.00 Comprehensive Neighborhood Revitalization Grant from the Iowa Economic Development Authority for the Mulberry Neighborhood Project

EXECUTIVE SUMMARY

Presented for Council consideration is a request to accept a \$1,738,000 Comprehensive Neighborhood Revitalization Grant from the Iowa Economic Development Authority for the Mulberry neighborhood revitalization project.

STAFF RECOMMENDATION

Staff recommends Council accept the grant.

BACKGROUND/DISCUSSION

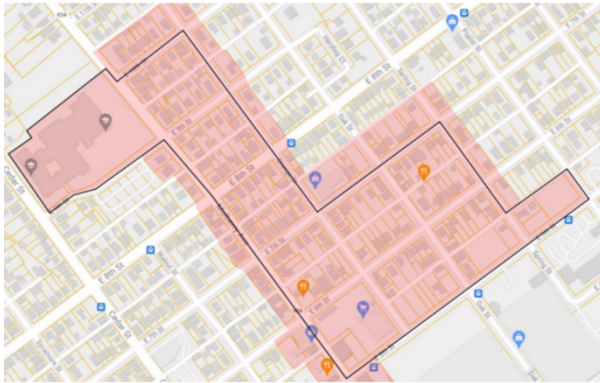
Staff is requesting Council's approval to accept the Iowa Economic Development Authority's (IEDA) Comprehensive Neighborhood Revitalization Grant that is financed with Community Development Block Grant (CDBG) funds.

The Iowa Economic Development Authority (IEDA) administers the Community Development Block Grant program funded by the US Department of Housing and Urban Development.

This project was developed following the 2021 Housing Summit, following a request by Director Debi Durham to develop a pilot project focusing on revitalizing an area that was 1) near downtown; 2) would have a high visibility impact; and 3) would be replicable in other communities. The team looked at a number of areas and ultimately focused on 2 blocks to be presented to IEDA for final determination. Ultimately, the Mulberry Neighborhood (Mulberry to Orange between 6th and 7th streets) and in July Council approved submitting the pilot project proposal.

After a number of discussions with IEDA staff, the area was expanded as depicted on the map below. In addition, the range of projects was expanded to include a range of housing development and improvements, commercial facades, and economic development, as well as an array of place-making and community enhancement features to be completed over a 3-5

year period with a total budget over \$22 million, with no official match requirement.



After reviewing the revised proposal, IEDA staff indicated the following items would be funded.

- Living Street Improvements
- Street Lighting
- Sidewalks
- Bikeway Trail
- Trees
- Pocket Park
- Expanding Internet Access
- Commercial Façade Improvements
- Exterior Housing Repairs
- Acquisition & Clearance of Nuisance Properties
- CDBG Administration

On July 7, City Council approved the submission of the grant request and match commitment. Since that time, staff has been working with IEDA to provide additional information, secure required administrative services, and work through IowaGrants. Upon execution of the grant, staff will begin working on CDBG compliance requirements and project implementation. To access these funds, the Council must accept the grant and authorize the Mayor to sign the grant contract and required acknowledgments.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action to the general fund, all matching funds that will be used for this project have been allocated.

ATTACHMENTS

1. Muscatine Contract
2. Required Acknowledgment of Environmental Review Requirements

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

Recipient:	City of Muscatine
Contract Number:	23-CNRG-001
Effective Date:	March 15, 2023
Award Amount:	\$1,738,000
End Date:	March 15, 2027

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT Is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Des Moines, Iowa 50309 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority Is designated to receive, administer, and disburse CDBG funds, and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency, and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application, and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein, and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds Is to primarily benefit low- and moderate-income persons, eliminate slums and blight, or meet community development needs having a particular urgency,

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract in consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U S C 5301 et seq)
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570 482, as revised April 1, 1997. Activities are found in the line items in the Recipient's Application Budget in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" Is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the Project Budget as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above, or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the State of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov.

1.13 **LOW-AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW-AND MODERATE-INCOME PERSONS.** "Low- and Moderate-Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq), the CDBG program regulations at 24 CFR Part 570, and any other HUD funded program as applicable. For purposes of this agreement, the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction, or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions Attachment A to this Contract.

ARTICLE 3

TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date. Failure to claim and expend grant funds in a ratio equal to or exceeding the elapsed time period can result in suspension of payments or a declaration of default as described in Section 9.1 herein.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the Budget as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide a local contribution to the Project as defined in the "Local" column of the Budget and in the ratio of Federal to local funds as specified in the Budget. Reports and documentation of the local funds expended shall be included in each Request for Payment/Recipient Status Report specified in Article 8.1(b), "Reports". The Authority does not agree to allow a delay in the contribution of local cash by right. Should a delay be allowed however, the delay shall be until the specified date established by IEDA or until one quarter (25%) of the grant amount has been drawn down, whichever comes first. At such time, no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide.

3.5 **SATISFACTORY PERFORMANCE.** For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4

PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the Application as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the Application. The Authority reserves the right to monitor and measure at any time during and after the Contract term, the achievement of the performance targets.

ARTICLE 5

USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal.

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income. Prior to the Grant Period End Date, all program income shall be reported to IEDA and expended for CDBG project activities prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority if the amount received cumulative of all CDBG grants in a federal fiscal year exceeds \$35,000. If less than \$35,000, the Recipient can retain the funds and is considered miscellaneous revenue and may be used for any purposes. If applicable, any CDBG proceeds received from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **GENERAL RECIPIENT COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds or as specified in the Application budget, whichever amount is lower. Program income received by the Recipient during the Contract period is subject to the ten percent (10%) Recipient cost limitation.

5.5 **RECAPTURED FUNDS.** Recaptured funds are funds recouped by the recipient when a housing unit assisted by CDBG funds does not continue to be the principal residence of the assisted homebuyer (i.e., is sold or transferred) for the full affordability period. If funds recaptured after the Project End Date are above the program income threshold of \$35,000 in a federal fiscal year, all proceeds shall be returned to the IEDA. If the recapture occurs prior the End Date, all recaptured funds shall be reported to IEDA and expended for project activities prior to requesting additional CDBG funds.

5.6 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the Application the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the Application Budget, the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's Judgment, the Recipient has demonstrated financial hardship and need to finish project activities.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following Conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract.

6.1 **CONTRACT EXECUTED** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program" and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its Jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its Jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(1) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC RECIPIENT.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that Recipient. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this

Contract.

ACTIVITY NUMBER

APPLICABLE CONDITIONS

116- Facade Improvements
116- Facade Improvements
9-Parks & Recreation

6.6 (h) Easements
6.10 (l) Bid Solicitation Requirement and Construction Restrictions
6.10 (b) Review of Handicapped Accessibility

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources

(b) REVIEW OF HANDICAPPED ACCESSIBILITY Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) DEPARTMENT OF HEALTH APPROVAL Construction shall not begin prior to receipt of written approval from the Iowa Department of Health

(d) FRANCHISE ORDINANCE/28E AGREEMENT Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the Recipient for the Authority's review

(e) BULK PURCHASE AGREEMENT Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) RURAL WATER CONNECTION FEE PROJECTS Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee, a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient, and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment Recipient Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article

(g) STATE BUILDING CODE BUREAU APPROVAL Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety

(h) FACADE EASEMENTS Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all facade easements and construction agreements with property owners when required for facade revitalization projects

(i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to lowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual

(j) PERPETUAL RESTRICTIONS Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate deed restrictions and agreement for covenants and restrictions as required.

(k) CHANGE OF USE REGULATIONS City must follow all applicable regulations for a change of use of property acquired for demolition purposes.

(l) BID SOLICITATION REQUIREMENTS and CONSTRUCTION RESTRICTIONS. Within one year of contract effective date the Recipient's project shall be designed and solicitation for bids shall be completed. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all construction terms agreements with property owners when required for downtown revitalization projects.

6.7 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.** For each Recipient number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

RECIPIENT NUMBER	APPLICABLE CONDITIONS	OUTSIDE AGENCY
23-CNRG-001	c) Contingent Funding	Muscatine County (ARPA Funds)
23-CNRG-001	c) Contingent Funding	Community Foundation of Greater Muscatine (In Kind)

(a) **FUNDING** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Recipient Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT** The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and any other entity or agency as applicable.

(c) **CONTINGENT FUNDING** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency

(d) **LONG TERM LEASE AGREEMENT** Prior to release of funds, the Authority shall review and approve a Long-Term Lease Agreement, or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all, or part of the grant award as described in Article 9.4 of this Contract

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient Is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof, as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits, or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds

ARTICLE 8
COVENANTS OF THE RECIPIENT

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES** The Recipient shall perform the work and services detailed in the approved Application Budget by the End Date

(b) **REPORTS** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall upload documentation adequate to support the claimed costs as well as local expenditures. This documentation shall consist of invoices for all costs incurred as well as an overall activity status report documenting overall project progress. After the Recipient has submitted its 1st Request for Payment, the Recipient shall continue to submit Requests for Payment at least semiannually until funds are exhausted.

The Authority reserves the right to require more frequent submission of the Recipient Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

REPORT & DUE DATE

1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (as applicable)	Submitted annually
3. Updates to the Applicant Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices (if applicable).	Upon construction completion
5. Final request for Payment / Status Report	Within 60 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable).	Within 30 days of End Date
7. Single Audit Form (required).	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable).	Within 30 days of audit completion

(c) **RECORDS** The Recipient shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records, and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of three (3) years beyond the date upon which the State CDBG Project has been closed by HUD or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488.

Records for non-expendable property acquired under this Contract shall be retained for a three (3) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved

(d) **ACCESS TO RECORDS/INSPECTIONS** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection

(e) **USE OF GRANT FUNDS** The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority

(f) **DOCUMENTATION** The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements, or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project

(g) **NOTICE OF PROCEEDINGS** The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers, and employees from and against any and all losses in connection with the Project.

(i) **NOTICE TO AUTHORITY** In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 198.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235) and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended, Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential ant displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) **MAINTENANCE OF RECIPIENT PROPERTY AND INSURANCE** The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payee, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the Authority that It shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly

- (a) **ASSIGNMENT** Assign its rights and responsibilities under this Contract
- (b) **ADMINISTRATION** Discontinue administration activities under the Contract

ARTICLE 9

DEFAULT AND REMEDIES

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

(a) **MATERIAL MISREPRESENTATION** If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient

(b) **NONCOMPLIANCE** If there is a failure by the Recipient to comply with any of the covenants, terms or Conditions contained in this Contract.

(c) **END DATE** If the project, in the sole Judgment of the Authority, is not completed on or before the End Date

(d) **MISSPENDING** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) **LACK OF TIMELY EXPENDITURES** If the Recipient fails to expend grant funds in a ratio equal to or in advance of the grant time period as follows: minimum of 25% expended after 12 months; 50% expended after 24 months; 75% expended after 36 months and 100% expended by 48 months.

(f) **INSURANCE** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies specifically to it, to do one or more of the following:

- (a) exercise any remedy provided by law,

(b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest

9.4 **FAILURE TO MEET PROJECT ACTIVITIES.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets (Project Activities), the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25 4(1)

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference

- (a) Project Budget, as found in Recipient's IowaGrants.gov account
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account
- (c) Attachment A, "CDBG Program General Provisions"
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/cdbg/management-guide/>

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern

- (e) Articles 1 through 11 herein
- (f) Attachment A, "CDBG Program General Provisions"
- (g) Project Budget, as found in Recipients IowaGrants.gov account
- (h) Application, "CDBG Application", as found in Recipients IowaGrants.gov account
- (i) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/cdbg/management-guide/>

ARTICLE 11 **MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the project is completed as determined by the Authority

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Muscatine

BY:

Mayor
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

Iowa Economic Development Authority

BY:

Brian Sullivan, Chief Programs Officer

Brad Bark, Mayor

Typed or Printed Name and Title

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 1, 2022

1 0 AMENDMENT.

(a) WRITING REQUIRED The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include changes in the project budget, extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities

(b) UNILATERAL MODIFICATION Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract

AUTHORITY REVIEW The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved, if it does not meet requirements set forth in Iowa Recipient Code 261-23, as applicable, or if it conflicts with the Program Rules

2 0 AUDIT REQUIREMENTS

(a) SINGLE AUDIT The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996, OMB 2 CFR part 200, subpart E, and OMB 2 CFR part 200, subpart F, as applicable, and the Iowa CDBG Management Guide

(b) ADDITIONAL AUDIT As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above

3 0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K

4 0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed, and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period, the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property

5.0 PROGRAM INCOME All program income, as defined in 2 CFR part 200, subpart E, 24 CFR 570.489, and Iowa Administrative Code 261-23, if applicable, shall be added to the Project Budget and used to further eligible Project objectives as defined in the Contract and the Project Budget in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project Budget for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for Recipient expenses

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E

8 0 **TERMINATION.**

(a) **FOR CAUSE** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and Conditions of the Contract

(b) **FOR CONVENIENCE** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the project would not produce beneficial results commensurate with the future disbursement of funds

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State

9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Recipient". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs

(b) **RIGHTS IN PRODUCTS** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority

(c) **RETURN OF FUNDS** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance

10 0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts, and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract

11 0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract

12 0 **CONFLICT OF INTEREST.**

(a) **GENERAL** Except for the use of CDBG funds to pay salaries and other related Recipient or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter

(b) **PERSONS COVERED** The conflict-of-interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds

(c) **CONFLICTS OF INTEREST** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees

13 0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor

14 0 **CIVIL RIGHTS.**

(a) **DISCRIMINATION IN EMPLOYMENT** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following employment, upgrading, promotion, demotion or transfers, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the non-discrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11-121.

(b) **CONSIDERATION FOR EMPLOYMENT** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) **SOLICITATION AND ADVERTISEMENT** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs.org web site found at <https://www.iowaworkforcedevelopment.gov/iowajobs>

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Chapter 19B 7, and Chapter 216, Code of Iowa, Federal Executive Order 11246, as amended, Title VI of the U S Civil Rights Act of 1964 as amended (42 U S C Section 2000d et seq), the Fair Labor Standards Act (29 U S C Section 201 et seq), The Americans with Disabilities Act, as applicable, (P L 101 336, 42 U S C 12101-12213), Section 504 of the Rehabilitation Act of 1973 as amended (29 USC Section 794), and the Age Discrimination Act of 1975 as amended (42 USC Section 6101 et seq). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations

(e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING** The Recipient certifies, to the best of his or her knowledge and belief, that

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U S Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

(f) **PROGRAM NONDISCRIMINATION** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U S C 2000d et seq) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or Recipient funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U S C 6101 et seq) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (PL 101 336, 42 USC 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794) shall also apply to any such program Recipient, or project

(i) FAIR HOUSING The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended

(j) LEAD-BASED PAINT HAZARDS The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et al), Lead-Based Paint Poisoning Prevention Act (42 U S C 4821 - 4846), as amended, and implementing regulations

(i) SECTION 3 COMPLIANCE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part in addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law

(k) **INCLUSION IN SUBCONTRACTS** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa

15 0 **POLITICAL RECIPIENT.** No portion of program funds shall be used for any partisan political Recipient or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U S C 15)

16 0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (2) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (1) above

17 0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570. 207 (a) The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT§ 570 3(0) CANNOT BE ASSISTED WITH CDBG FUNDS** This does not include, however, the removal of architectural barriers under§ 570 201(c) involving any such building Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570 208

(b) **GENERAL GOVERNMENT EXPENSES** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part

(c) **POLITICAL ACTIVITIES** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18 0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables

19 0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS

By signing below, I hereby acknowledge that I accept and understand that no construction or other choice limiting actions may be commenced in relation to any portion or aspect of this project, regardless of the funding source, prior to the grant recipient, (city or county) receiving a formal Release of Funds letter from the offices of the Iowa Economic Development Authority (IEDA).

Choice limiting actions include, but are not limited to, not only actual traditional construction but also the purchase or lease of land or structures, bid letting (any advertisement of bids), signing construction contracts of any kind, rehabilitation, repair, remodeling, demolition, conversion, and any phase of construction activity whatsoever.

Release of Funds letters will be issued only upon proper completion and submittal of the appropriate level of Environmental Review Record (ERR) for the project to IEDA through the iowagrants.gov system.

I understand that violation of this federal rule by taking any prohibited action as outlined above prior to the receipt of a Release of Funds letter from IEDA is likely to result in the forfeiture of CDBG grant monies awarded.

Signed: _____
Mayor or County Chairperson

Date: _____

Print Name: _____

Signed: _____
Grant Administrator

Date: _____

Print Name: _____

Signed: _____
Subrecipient Entity (if applicable)

Date: _____

Print Name: _____

We strongly suggest that you please share this form with any engineers or architects involved in the project.

Note: Once executed, this form must be uploaded into the "Required Uploads" component for your respective grant project in the iowagrants.gov system. No claim for grant funds will be processed until this task is completed.



City of Muscatine

ITEM NUMBER 2023-0149

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Contract with Bi-State Regional Commission for Administrative Services as Required by the Iowa Economic Development Authority for the Comprehensive (Mulberry) Neighborhood Revitalization Program Grant. These Services will Cost \$62,000 and will be paid by Grant Funds.

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with Bi-State Regional Commission for administrative services required for the Comprehensive (Mulberry) Neighborhood Revitalization Program Grant. Services will cost \$62,000 and will be paid for with grant funds.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

Staff is requesting Council's approval of a contract with the Bi-State Regional Commission for administrative services related to the Comprehensive Neighborhood Revitalization Program grant for implementing the Mulberry area improvements. Contracting for these services is required by the Iowa Economic Development Authority (IEDA) to ensure compliance with the Community Development Block Grant (CDBG) funds. Administrative services include completing environmental reviews, wage compliance, procurement of services, and submitting reports. The fee for these services will be paid by the grant.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action to the general fund.

ATTACHMENTS

1. Bi-State Administrative Services Contract



Serving local governments in Muscatine and Scott Counties, Iowa;
Henry, Mercer, and Rock Island Counties, Illinois

OFFICERS:

CHAIR

Kippy Breeden

VICE-CHAIR

Brad Bark

SECRETARY

Richard "Quijas" Brunk

TREASURER

John Maxwell

MUNICIPAL REPRESENTATIVES:

City of Davenport

Mike Matson, Mayor

Rick Dunn, Alderperson

Robby Ortiz, Alderperson

Randy Moore, Citizen

City of Rock Island

Mike Thoms, Mayor

Dylan Parker, Alderperson

City of Moline

Sangeetha Rayapati, Mayor

Mike Waldron, Alderperson

City of Bettendorf

Robert Gallagher, Mayor

City of East Moline

Reggie Freeman, Mayor

City of Muscatine

Brad Bark, Mayor

City of Kewanee

Gary Moore, Mayor

City of Silvis; Villages of

Andalusia, Carbon Cliff,

Coal Valley, Cordova, Hampton,

Hillsdale, Milan, Oak Grove,

Port Byron, and Rapids City

Duane Dawson, Mayor, Milan

Cities of Aledo, Colona, Galva,

Geneseo; Villages of Alpha,

Andover, Annawan, Atkinson, Cambridge,

Keithsburg, New Boston, Orion,

Sherrard, Viola, Windsor, and Woodhull

Tim Wise, Mayor, Annawan

Cities of Blue Grass, Buffalo,

Eldridge, Fruitland, LeClaire,

Long Grove, McCausland,

Nichols, Princeton, Riverdale,

Walcott, West Liberty, and Wilton

Michael Limberg, Mayor, Long Grove

COUNTY REPRESENTATIVES:

Henry County

Kippy Breeden, Chair

James Thompson, Member

Vacant, Member

Mercer County

Vacant

Muscatine County

Scott Sauer, Chair

Jeff Sorensen, Member

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Richard "Quijas" Brunk, Chair

David Adams, Member

Drue Mielke, Member

Elizabeth Sherwin, Citizen

Scott County

Ken Beck, Chair

John Maxwell, Member

Ross Paustian, Member

Jazmin Newton, Citizen

PROGRAM REPRESENTATIVES:

Ralph H. Heninger

Jerry Lack

Nathaniel Lawrence

Marcy Mendenhall

Eileen Roethler

Rick Schloemer

Bill Stoermer

Executive Director

Denise Bulat

March 23, 2023

Dr. Brad Bark, Mayor

City of Muscatine

215 Sycamore Street

Muscatine, Iowa 52761

RE: Community Development Block Grant - Comprehensive Neighborhood
Revitalization Grant (CDBG-CNRG) Administration Contract

Dear Dr. Bark,

Enclosed you will find the contract between the City of Muscatine and the Bi-State Regional Commission to administer the city's Community Development Block Grant – Comprehensive Neighborhood Revitalization Grant (CDBG-CNRG) project for improvements in the Mulberry neighborhood. The agreement period will extend from March 16, 2023 through ninety days after the end of the grant performance period (including any possible extensions). The city agrees to a total project administration cost of \$62,000, which will be billed by the Commission to the city.

On approval, please sign and return a copy of the agreement to our office. A copy of the fully executed agreement will be returned to you.

Should you have any questions, please contact me at (309) 793-6300, extension 1138 or via e-mail at rnewcomb@bistateonline.org.

Sincerely,

Ricky Newcomb

Senior Planner

RN/sg

P:\USERS\WORD\Contracts\CDBG\Muscatine CDBG Neighborhood Revitalization Contract.docx

Enclosure: As stated above



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1504 Third Avenue, Third Floor, Rock Island, Illinois 61201
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E-mail: info@bistateonline.org • Website: www.bistateonline.org



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Reggie Freeman, Mayor
City of Muscatine
Brad Bark, Mayor
City of Kewanee
Gary Moore, Mayor
City of Silvis; Villages of
Andalusia, Carbon Cliff,
Coal Valley, Cordova, Hampton,
Hillsdale, Milan, Oak Grove,
Port Byron, and Rapids City
Duane Dawson, Mayor, Milan
Cities of Aledo, Colona, Galva,
Geneseo; Villages of Alpha,
Andover, Annawan, Atkinson, Cambridge,
Keithsburg, New Boston, Orion,
Sherrard, Viola, Windsor, and Woodhull
Tim Wise, Mayor, Annawan
Cities of Blue Grass, Buffalo,
Eldridge, Fruitland, LeClaire,
Long Grove, McCausland,
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Walcott, West Liberty, and Wilton
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Rick Schloemer
Bill Stoermer
Executive Director
Denise Bulat

CONTRACT BETWEEN BI-STATE REGIONAL COMMISSION AND THE CITY OF MUSCATINE, IOWA

This Contract is by and between the Bi-State Regional Commission, hereinafter called the "Contractor," and City of Muscatine, Iowa, hereinafter called the "Recipient."

Witnesseth that:

WHEREAS, the Contractor is authorized to provide certain technical and administrative assistance; and

WHEREAS, the Recipient desires the Contractor to provide certain technical and administrative assistance in relation to the Recipient's Community Development Block Grant-Comprehensive Neighborhood Revitalization Grant (CDBG-CNRG) project for improvements in the Mulberry neighborhood under contract number 23-CNRG-001 between the Recipient and Iowa Economic Development Authority (IEDA), hereinafter called the "Project." The full scope of the Project is defined within the Recipient's awarded application for the funding and generally described as improvements to: thirty (30) residential façades, five (5) commercial façades, Wi-Fi access, infrastructure, and a pocket park.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth;

The Recipient and the Contractor agree to perform and carry out the following:

A. SCOPE OF SERVICES

1. Contractor Responsibilities. The Contractor shall provide the following for the Project:
 - a. Project Start-up and General Administration
 - 1) Assist the Recipient in fulfilling all special grant conditions, as stipulated by the Recipient's contract with IEDA;
 - 2) Assist the Recipient in the execution of Project documents;
 - 3) Act as liaison with IEDA staff;

1504 Third Avenue, Third Floor, Rock Island, Illinois 61201

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- 4) Ensure that procurement, bidding, and contracting all follow the most recently issued federal provisions and requirements;
 - 5) Monitor compliance with federal labor standards, including but not limited to: wage rate determination request to IEDA, completing contractor clearance forms for all contractors and subcontractors as soon as contractor is selected, and weekly payroll processing and contractor employee interviews;
 - 6) Maintain an up-to-date project budget with contingencies and alternates including the review of any post-construction change orders as they may impact budget;
 - 7) Monitor project timeliness;
 - 8) Assist in the completion of environmental record review and Section 106 review requirements;
 - 9) Maintain a list of properties, addresses, and owners on IowaGrants.gov;
 - 10) Coordinate all amendment requests to IEDA;
 - 11) Review and approve contractor pay requests prior to submittal to the Recipient and sending to IEDA for a claim;
 - 12) Establish and maintain an administration and client filing system for the Project;
 - 13) Assist in the development of an Administrative Plan to be reviewed and approved by IEDA;
 - 14) Assume any other responsibilities as the Grant Administrator to be included in the Administrative Plan as mutually agreed upon by the Recipient and the Contractor; and
 - 15) Assume any other responsibilities generally required and expected of grant administrators of CDBG grants as described in IEDA guidelines and other materials relating to the CDBG program.
- b. Project Close-out and Monitoring
- 1) Participate in IEDA monitoring visits;
 - 2) Assist the Recipient with any audits carried out by IEDA; and
 - 3) Assist the Recipient with the completion and fulfillment of all Project close-out requirements.

2. Recipient Responsibilities. The Recipient shall provide the following for the Project:
- a. Project Start-up and General Administration
 - 1) Execute all required Project grant documents;
 - 2) Advertise any and all required public notices to comply with the Project grant contract;
 - 3) Conduct all Project payouts and financial management, maintain financial records, and complete necessary fiscal reports for the Project, as may be required by IEDA;
 - 4) Assume ultimate responsibility for the overall grant project, as the HUD designated Responsible Entity in accordance with 24 CFR 58;
 - 5) Monitor project timeliness;
 - 6) Monitor and provide information on deletion or substitution of properties. In the event of the contract performance measure changing (total number of buildings) an amendment must be requested of IEDA;
 - 7) Ensure property owners are refraining from any other prohibited work on their building that is not a part of the CDBG façade project;
 - 8) Review sample Easement Agreement and Construction Terms Agreements with legal counsel, and once executed, oversee to ensure compliance;
 - 9) Communicate with property owners on any proposed change orders during construction, including how it may impact the property owner's financial contribution, as well as timing changes resulting from the potential of re-opening Section 106 consultation if applicable;
 - 10) Review and approve change orders as the contract with the general contractor shall specify;
 - 11) Monitor and collect property owners' financial participation share;
 - 12) Provide Council review and approval of invoices prior to submittal of claims to IEDA or have a Council-approved written policy outlining an alternative process for approving bills;

- 13) Allow the Contractor access to any materials pertinent to this Project;
- 14) Provide documents in an accessible format, as required by the Americans with Disabilities Act, when requested by the public;
- 15) Assist in the development of an Administrative Plan to be reviewed and approved by IEDA;
- 16) Assume any other responsibilities as the City to be included in the Administrative Plan to be mutually agreed upon by the Recipient and the Contractor; and
- 17) Assume any other responsibilities generally required and expected of recipients of CDBG grants as described in IEDA guidelines and other materials relating to the CDBG program.

b. Project Close-Out and Monitoring

- 1) Conduct and fulfill Project audit requirements;
- 2) Participate in IEDA monitoring visits;
- 3) Provide financial information to complete close-out reports;
- 4) Provide all follow-up services following the close-out of this Contract; and
- 5) Keep all records on file for the period required by the Project grant contract.

B. TIME SCHEDULE

The Recipient and the Contractor agree to provide the services specified herein within the time period extending from March 16, 2023 through ninety-days (90 days) after the end of the grant performance period (including any possible extensions). It is understood that the original grant performance period extends to March 15, 2027.

C. COMPENSATION OF THE CONTRACTOR

The Contractor shall be compensated for actual costs incurred including employee's salaries, fringe benefits, indirect costs, supplies and printing for the services specified herein. The Recipient agrees to a total administration cost for the Project of sixty-two thousand dollars (\$62,000), which will be billed by the Contractor to the Recipient. Contractor shall bill the Recipient quarterly as the work progresses and shall report costs incurred in the Project.

D. DISAPPROVAL OF CONTRACT

It is hereby agreed by the parties to this Contract that, should IEDA withdraw its funding or disapprove this Contract, this contract shall be void and not be binding on either party.

E. TERMINATION OF CONTRACT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the Recipient shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished Project materials prepared by the Contractor under this Contract shall, at the option of the Recipient, become the Recipient's property and the Contractor shall be entitled to receive just and equitable compensation for any work completed to the date of termination.

F. AMENDMENTS

The Recipient or the Contractor may, from time to time, require changes in the scope of the services or the time schedule. Any increases or decreases in the number of buildings included in this Project may constitute a change in the scope of services. Such changes shall increase or decrease the Contractor's compensation by an amount mutually agreed upon by and between the Recipient and the Contractor.

G. PERSONNEL

1. The Contractor represents that it has all personnel required for performing the services under this Contract. Such personnel shall not be direct employees of or have any direct contractual relationship with the Recipient.
2. All of the services required hereunder shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Recipient. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

H. ASSIGNABILITY

The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Recipient thereto, with the exception that claims for money by the Contractor from the Recipient under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Recipient.

I. HOLD HARMLESS

The Recipient shall indemnify and hold harmless the Contractor, its agents and employees from and against all losses and all claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the Contractor, its agents and employees, including any and all expenses, legal or otherwise, incurred by the Contractor, its agents and employees in the defense of any claims or suit.

J. COPYRIGHT

No materials produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

K. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Recipient may require, shall furnish the Recipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

L. NOTICE OF AWARDING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

M. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Recipient to assure proper accounting for all project funds, both State and non-State shares. These records will be made available for audit purposes to the Recipient or any authorized representative, and will be retained for

three years from closeout of the grant to the State of Iowa, unless permission to destroy them is granted by the Grantor.

N. ACCESS AND MAINTENANCE OF RECORDS

The Contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the State of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

O. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

P. INTEREST OF RECIPIENT AND EMPLOYEES

No members of the governing body of the Recipient and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Q. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor agrees that it has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Contractor further agrees that in the performance of this Contract, no person having any such interest shall be employed with the Contractor.

R. CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

S. LEAD-SAFE HOUSING REGULATIONS

The Contractor certifies that the Project will be conducted and administered in compliance with the Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et. al.).

T. RECYCLED MATERIALS

The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) – Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can

document that the use of recovered materials will impede the intended use of the product.

U. CIVIL RIGHTS

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.).
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

V. FEDERAL EXECUTIVE ORDERS 11246 AND 11375

Provides that no one be discriminated in employment.

During the performance of this contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or nation origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Kippy Breeden, Chair
Bi-State Regional Commission

Date

City of Muscatine

Date



City of Muscatine

ITEM NUMBER 2023-0147

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Enter into a Memorandum of Understanding with the Community Foundation of Greater Muscatine for Services related to the Mulberry Neighborhood Revitalization Project

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a Memorandum of Understanding (MOU) with the Community Foundation of Muscatine for services related to the Mulberry Neighborhood Revitalization Project. There is no cost to the City associated with this MOU.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

Staff is requesting Council approve a Memorandum of Understanding with the Community Foundation of Greater Muscatine for services related to the Mulberry Neighborhood Revitalization Project. The services to be provided support the implementation of the Comprehensive Neighborhood Revitalization Grant from the Iowa Economic Development Authority (IEDA) for the Mulberry Neighborhood Revitalization Project.

The Foundation is bearing the costs of these services which are being counted as match for the grant. In order to count these resources as match, IEDA requires a document accepted by the Council be executed.

CITY FINANCIAL IMPACT

There is no cost or financial impact of this action to the general fund.

ATTACHMENTS

1. CFGM MOU

Memorandum of Understanding (MOU)
between the Community Foundation of Greater Muscatine (CFGM)
and the City of Muscatine (City)

This Memorandum of Understanding (MOU) between the Community Foundation of Greater Muscatine (CFGM) and the City of Muscatine (City) defines the services CFGM will provide as it relates to the Mulberry Neighborhood Revitalization Project (MNRP).

The purpose of the MNRP is to revitalize a neighborhood generally located along Mulberry Avenue beginning at 5th Street to Spring Street and north to 11th Street. The MNRP is a pilot project designed to be a replicable model which can be used in other communities throughout the state. The goal of the project is to visibly advance identified infrastructure, commercial, and housing components, and family stabilization opportunities.

CFGM has committed funding to support the project through the creation of a Housing Initiatives Manager position. This position will provide project management services for the MNRP and related collaborative housing efforts.

Project management will include oversight, facilitation, or support of the following:

- A) Coordinating Communication, including with:
 - a. Neighborhood Homeowners
 - b. Investment Property Owners
 - c. Commercial Property Owners
 - d. Collaborative Partners
 - e. Stakeholders
- B) Property Acquisition/Rehabilitation
- C) Residential and Commercial Façade Improvements
- D) Streetscape and Public Infrastructure
- E) Creation of Replicable Model Documentation
- F) Grant Management

For purposes of tracking the value of the CFGM matching portion, time applied to the MNRP will be documented.

The Community Foundation of Greater Muscatine and the City of Muscatine agree that the scope of work listed above reflects expectations for activities in support of the Mulberry Neighborhood Revitalization Project, as currently defined.

The Community Foundation of Greater Muscatine

By: _____

Charla Schafer, President

Date: _____

3/23/22

City of Muscatine

By: _____

Dr. Brad Bark, Mayor

Date: _____



City of Muscatine

ITEM NUMBER 2023-0150

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Request to Authorize Kent Pet Group to Construct a Modular Bin Structure up to 150' in Height at 5200 S. 41st Street South

EXECUTIVE SUMMARY

Kent Pet Group, Inc. plans to expand their World's Best Cat Litter production and construct a larger production facility because their current production area has grown beyond its footprint. The planned production facility will be located on a 72 acre parcel at 5200 41st Street South. The new production facility will include modular bin structures of 140 and 150 feet in height. Under Section 10-26-1(B) of City Code, structures such as modular bin structures can be constructed to heights exceeding the limit established by the underlying zoning district, if so approved by City Council..

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

The Kent Pet Group is planning on constructing a new cat litter production facility on a 72 acre parcel located at 5200 41st Street South. Approximately \$75 million to \$80 million will be invested in this new facility. This project will add and retain high quality jobs in Muscatine (28 new jobs with a wage rate of \$26.90/hour and 42 retained jobs with a wage rate of \$29.77/hour).

The new production facility will be located on the southeastern portion of this parcel, directly north of an existing Kent distribution center located at 5101 Sevig Street. This production facility will be comprised of multiple structures. It will include a batching tower, a 140' tall structure composed of multiple modular bins for the storage of whole corn, blend mixes, and citrus pellets. The facility will also include a batching tower, a 150' modular bin structure containing bins for ingredients.

This site is located in M-2 General Industrial zoning district. The M-2 district establishes a maximum structural height limit of 75 feet. However, under Section 10-26-1(B) of City Code, structures such as modular bin structures can be constructed to heights exceeding the limit established by the underlying zoning district if so approved by City Council. This request would give such approval for the construction of modular bin structures up to 150' in height at 5200 S. 41st Street South.

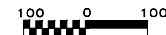
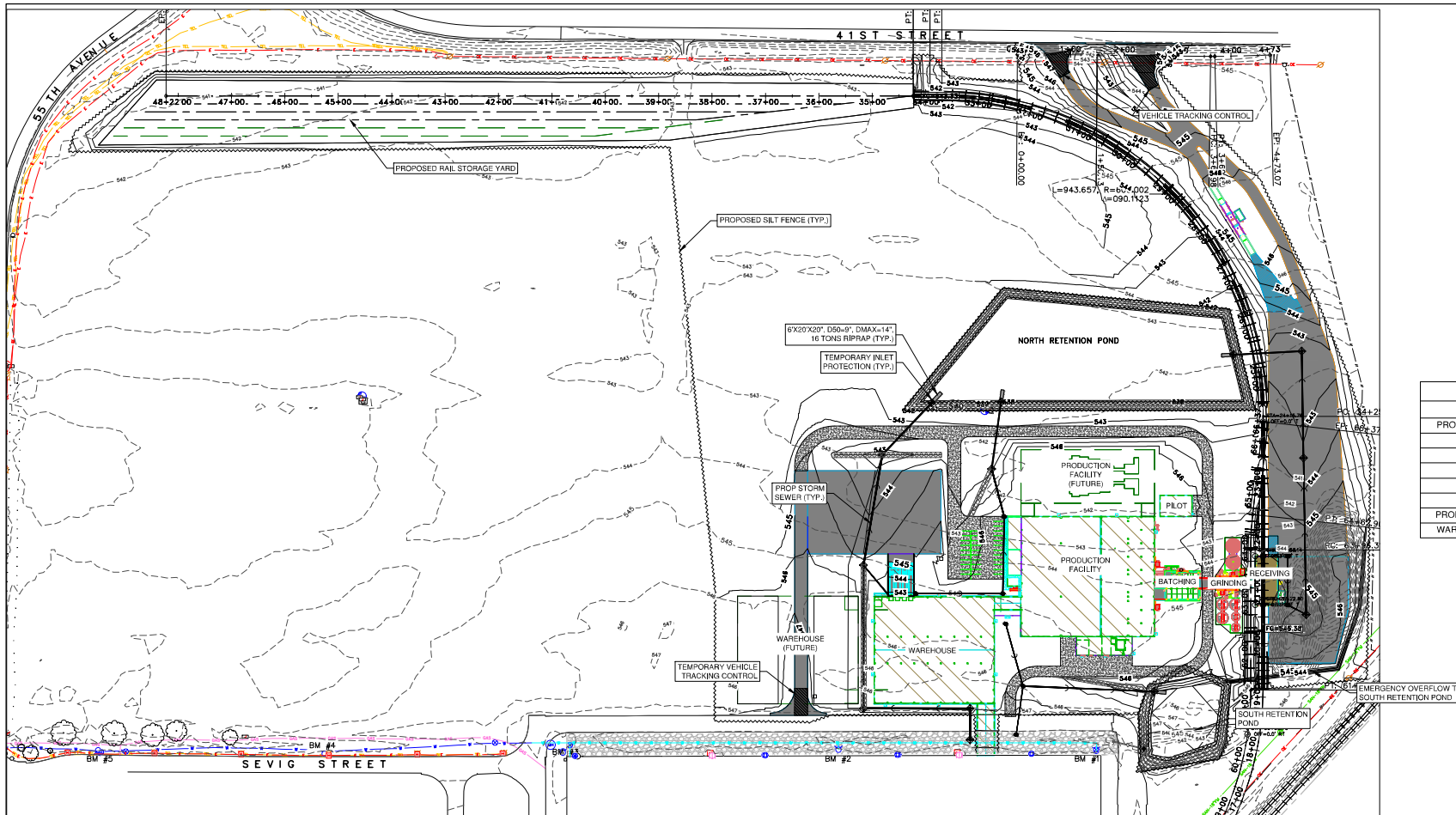
CITY FINANCIAL IMPACT

Approving this request will have a beneficial financial impact on the City. This approval will allow for the construction of a project that will significantly grow the City's tax base.

ATTACHMENTS

1. Cat Litter Plant Site Plan
2. Cat Litter Plant Site Map

PLATTED 3/16/2018
KENT PET GROUP'S GRADING & EROSION CONTROL PLAN



- NOTE:
1. ROOF DRAIN NOT SHOWN FOR CLARITY PURPOSES
 2. BUILDING PAD PCC AND ROCK BASE DEPTHS ARE ASSUMED VALUES
 3. *CONFIRM W/ OWNER IF NORTH RAIL GRADING WILL BE INCLUDED IN THE BID

FINISHED FLOOR ELEVATIONS	
LOCATION	ELEVATION
PRODUCTION FACILITY	546.75
WAREHOUSE	546.75
BATCHING	546.75
GRINDING	546.00
RECEIVING	546.00
PILOT PLANT	546.75
PRODUCTION (FUTURE)	546.75
WAREHOUSE (FUTURE)	546.75

LEGEND

	PROPOSED 10.5" PCC HEAVY DUTY PAVEMENT ON 4" ROCK BASE		WOOD EXCELSIOR MATTING
	PROPOSED 6" PCC LIGHT DUTY PAVEMENT ON 4" ROCK BASE		SILT FENCE
	PROPOSED BUILDING PADS WITH 6" PCC ON 6" ROCK BASE*		INLET PROTECTION DEVICE
	VEHICLE TRACKING CONTROL		

*GRADING SUMMARY W/O N RAIL

	CUT (CY)	FILL (CY)
UNADJUSTED	34,574.90	43,320.31
FACTORED PAVEMENT & ROCK	+7044	-8826
SUBTOTAL	41,619.19	34,494.23
30% SHRINKAGE		10,348.27
TOTAL	41,619.19	44,842.50

NET (CY) FILL SHORTAGE

3,223.31

(EXPAND N RETENTION POND IF NECESSARY OR CUT FROM N RAIL STORAGE YARD)

*OVERALL GRADING SUMMARY (INCLUDING N RAIL)

	CUT (CY)	FILL (CY)
UNADJUSTED	39,386.47	56,057.63
FACTORED PAVEMENT & ROCK	+13593	-19346
SUBTOTAL	52,979.33	36,711.30
30% SHRINKAGE		11,013.39
TOTAL	52,979.33	47,724.69

NET (CY) EXCESS TO BE SPREAD ON SITE

5,254.64

TOPSOIL 22,326 CY STRIP, SALVAGE, & RESPREAD AS NON-STRUCTURAL FILL

ALL GRADING QUANTITIES DO NOT ACCOUNT FOR SUBGRADE IMPROVEMENTS RECOMMENDED BY GEOTECHNICAL REPORT.

#	DATE	DESCRIPTION	BY	DESIGNED BY:
				MAR
				MAR
				MWJ

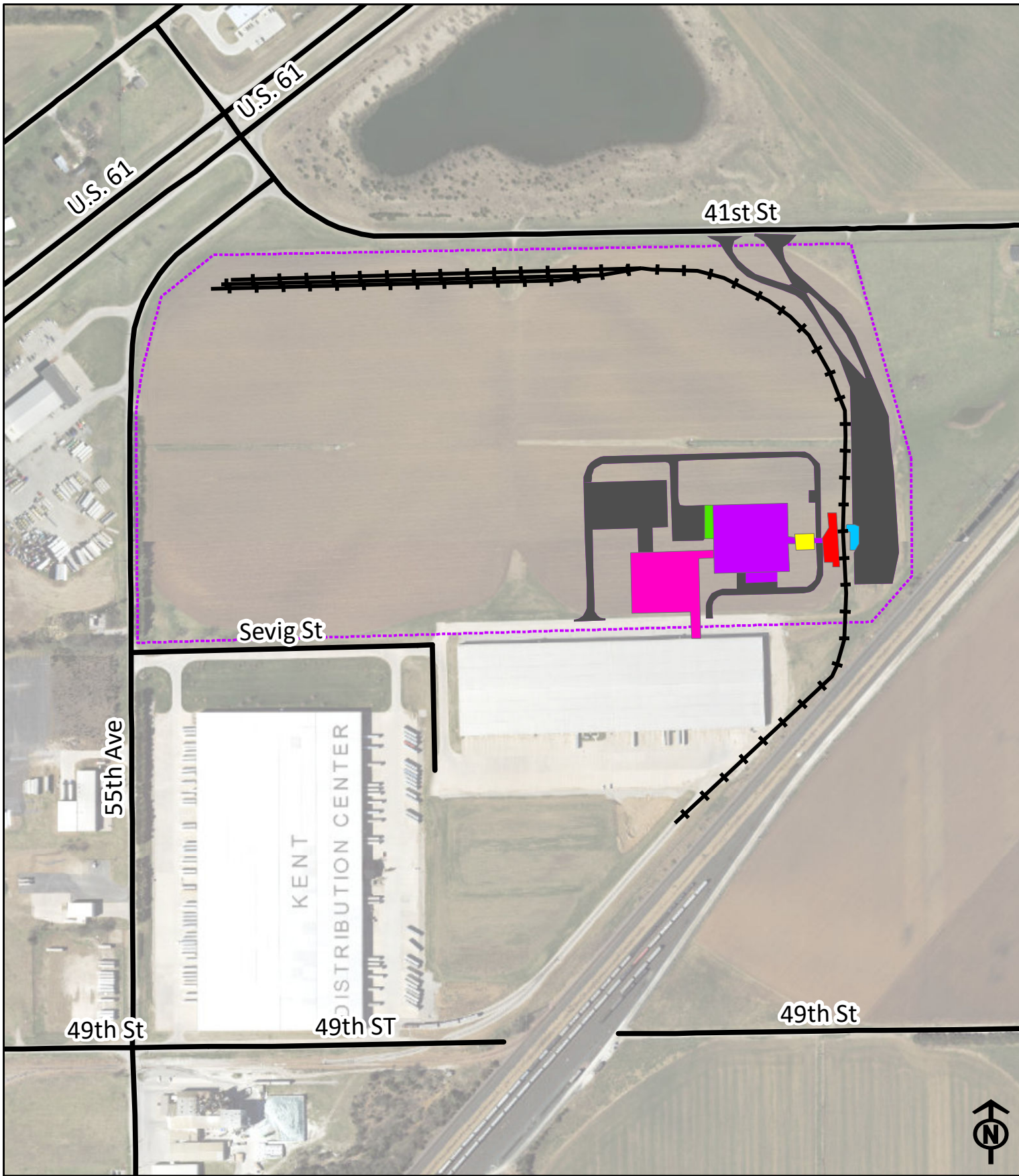


Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
MUSCATINE, IOWA
PHONE (563) 263-7991
EMAIL: info@martinwhitacre.com

KPG CAT LITTER PLANT
KENT PET GROUP
MUSCATINE, IOWA

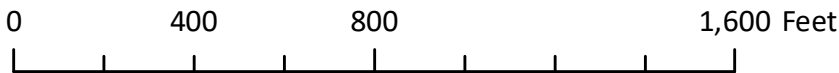
GRADING & EROSION CONTROL PLAN

PROJ NO:	8875.22	DRAWING NO:	C-7
CONST PROJ:	000		
SCALE:	AS NOTED	SHEET NO:	7 OF 25
DATE:	3/6/23		



Legend

- | | | | |
|---|---|---|--|
|  Grinding Tower |  Production Facility |  Office Building |  New Rail Spur |
|  Batching Tower |  Warehouse |  Receiving |  Subject Parcel |





City of Muscatine

ITEM NUMBER 2023-0151

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Nick Gow, Superintendent of Parks
Kelsie Stafford, Program Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve a Purchase Order to Goddard Heating and Cooling, in the amount of \$40,057.51, for the Replacement of the Air Conditioners for the Aquatic Center and Riverview Center

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to Goddard Heating and Cooling, in the amount of \$40,057.51, for the replacement of the air conditioners at the Aquatic Center and Riverview Center

STAFF RECOMMENDATION

Staff recommends the approval

BACKGROUND/DISCUSSION

The air conditioners at the Aquatic Center and Riverview Center failed to keep the buildings cooled at the end of the summer of 2022. An outside contractor evaluated the air conditioners at both facilities and it was determined, due to their age, that freon was no longer available for the age of the air conditioners, and that the air conditioners should be replaced. Both facilities are used heavily during the summer months. The replacement of the air conditioners at the Aquatic Center include: (2) 2.5 ton air handlers, and (1) 3 ton air handler. The replacement of the air conditioners at the Riverview Center include: (2) 5 ton air handlers.

Three quotes were received for the replacement of the air conditioners at both facilities with the following quotes:

Goddard Heating and Cooling - \$40,057.21
Kelly Heating, Cooling & Plumbing - \$44,769.43
Chamberlin Heating & Air Conditioning - \$50,984.71

CITY FINANCIAL IMPACT

In the FY22/23 Aquatic Center and Park Maintenance budgets, \$40,200 was approved for the replacement of the air conditioners at both facilities.

ATTACHMENTS

1. Air Conditioner Replacement Quotes

Riverview Center and Aquatic Center Air Conditioner Replacement

<u>Item</u>	<u>Vendor</u>	<u>Manufacturer</u>	<u>Size</u>	<u>Total Cost</u>
Replacement of 5 total air conditioners	Goddard Heating & Cooling	Trane	(2) 5-ton, (2) 2.5-ton, (1) 3-ton	\$40,057.21
Replacement of 5 total air conditioners	Kelly Heating, Cooling & Plumbing	Bryant	(2) 5-ton, (2) 2.5-ton, (1) 3-ton	\$44,769.43
Replacement of 5 total air conditioners	Chamberlin Heating and Air Conditioning	York	(2) 5-ton, (2) 2.5-ton, (1) 3-ton	\$50,984.71



City of Muscatine

ITEM NUMBER 2023-0152

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Brian Kuddes, Golf Professional
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Declare the Old Golf Simulator as Surplus and to Allow For Disposal Through Public Auction

EXECUTIVE SUMMARY

The old golf simulator is currently being stored in the storage room off of the golf shop in the clubhouse. It will need to be removed from storage before we are able to break down the new simulator for the summer and store it safely and neatly in that room. We would like to enter it into surplus.

STAFF RECOMMENDATION

The staff recommends moving the old simulator to surplus and removing it from the clubhouse so we can make room for the new simulator to be stored away safely for the summer.

BACKGROUND/DISCUSSION

The old simulator was used for the past 13 offseasons in the clubhouse. In November of 2022, a new simulator was purchased and erected to replace the old one. There is not room in the clubhouse to safely store both simulators over the summer. We would like to remove the old one from the clubhouse so we can break down the new one and store it properly.

CITY FINANCIAL IMPACT

The sale price for the old golf simulator is expected between \$300-\$500 at public auction.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0153

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Kelsie Stafford, Program Supervisor
Jeff Limburg, Athletic Facilities Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request for Approval of a Five-Year Concession Operations Agreement for Kent Stein Park with Duke Foods, LLC

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve a five-year concessions operations agreement with Duke Foods, LLC for Kent Stein Park.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

Duke Foods, LLC d.b.a. Flavor Train Food Truck has submitted a proposal for a five-year concessions operations agreement for Kent Stein Park. The proposal submitted includes a 5% commission of gross sales net sales tax and bottle deposit due monthly to the City of Muscatine. Duke Foods, LLC was the sole proposal received for concessions operations at Kent Stein Park.

CITY FINANCIAL IMPACT

The City of Muscatine will receive a 5% commission of gross sales net sales tax and bottle deposit monthly.

ATTACHMENTS

1. Kent Stein Park Concession Proposal - Duke Foods LLC
2. Concessionaire Kent Stein Park Operations Agreement 2023

CONCESSION PROPOSAL

2023 Kent Stein Park Concession Proposal Form

Name / Business	Address
Duke Foods, LLC	3665 - 9th Street
Flavor Train Food Truck (d/b/a)	East Moline, IL 61244
Telephone	
309-738-3260 (h)	
same (b)	

Proposer Qualifications

A. Concession or food service experience: _____
Four years operating a food truck.

B. Concession equipment that you will or could provide: _____
Food truck, slushie machine, pretzel machine, pizza (by the slice) maker...and more.

C. Can you obtain a minimum of \$1,000,000 general liability and \$2,000,000 aggregate insurance with the City named as additional insured: ☒ Yes ☐ No

D. If needed, can you provide the following specialty equipment:

- | | | |
|--------------------------------|---|-----------------------------|
| 1. Concession trailer or unit? | ☒ Yes | ☐ No |
| 2. Beverage/snack carts? | ☒ Yes | ☐ No |
| 3. A grill? | ☒ Yes | ☐ No |

E. Are you interested in one, two or all three locations, please specify.

Interested in all three locations.

F. What percentage (%) of your gross sales net the sales tax or a flat dollar amount would you pay to the City:

Kent Stein Park 5 percent

PLEASE NOTE: The City of Muscatine is expecting to receive a minimum of 10% commission on gross sales net the 7% sales tax. Proposals with a lower percentage or a flat dollar amount will still be considered.

G. Have you reviewed the past contract? ☒ Yes ☐ No
(Please contact the Parks and Recreation Department to go over the contract.)

Are there any provisions that you feel you cannot comply with or that you have questions on? No.

H. Please list sample menu items, services, proposed prices, etc. (attach additional page as needed):

Please see attached menu.

I. Can you provide additional staff for large or multiple events and tournaments? Please explain your business plan that will efficiently and effectively serve the public with minimal service lines.

We are subcontracting Vander Vending / Fresh Idea Foods which will enable us to provide proper staffing, while offering fresh menu selections along with prepackaged items as efficiently as possible.

J. Please list all partners and/or sub-contractors completely by name, business name, phone number and address.

Fresh Idea Foods, Inc., 2304 Sampson Street, Muscatine, IA 52761 309-373-5502

K. What term or length of contract are you interested in? Five years.

L. Please provide three (3) business references that the City of Muscatine may contact:

Brendan M. Duke
Authorized Representatives Signature

March 15, 2023
Date

City of Muscatine
Concession Operations Agreement
Kent Stein Park

It is hereby agreed by and between the City of Muscatine, Iowa hereinafter referred to as City and Duke Foods, LLC d.b.a. Flavor Train Food Truck referred to as “Concessionaire” as follows:

1. That the City and the Concessionaire enter into this agreement to provide concession stand services at Kent Stein Park for the period from April 6, 2023 to November 30, 2027.
2. The Concessionaire, in consideration of this agreement shall pay the City monthly 5% of gross sales net the sales tax and bottle deposit (by the 10th of the following month). Sales are to be reported on a form provided by the City.
3. The Concessionaire agrees to obtain all necessary licenses, permits, and certificates as required by Federal Law, State Law, or local ordinances, at Concessionaires expense.
4. Prior to the effective date of this agreement the concessionaire shall file a certificate of insurance with the City, with the right of fifteen (15) day notice of cancellation, naming the City as additional insured. The insurance shall be in the amount of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate for bodily injury and property damage claims and shall include product liability.
5. The Concessionaire agrees not to assign this agreement or sublet the premises without the expressed written consent of the City.
6. That the City will furnish the buildings, in-place equipment, and a vehicle for portable sales to the Concessionaire as is during the agreement period. Concessionaire will provide grilling equipment as and if needed.
7. The Concessionaire agrees to keep said concession buildings open during periods of activity and hours mutually agreed upon. Concessionaire will provide the City with a menu of items to be served which will include some healthy food and drink options. The Parks and Recreation Department office will inform Concessionaire of scheduled activities.
8. The Concessionaire shall have exclusive consumable sales privileges for said facilities with the exception of special events which have been or will be approved by the City.

9. The City reserves the right to terminate this agreement within seven (7) calendar days written notice if the Concessionaire does not perform the terms and conditions of this agreement. Either party may terminate at any time upon thirty (30) days written notice.

10. That the Concessionaire shall not permit any of the following practices:

- a. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.
- b. To discriminate against any individual in the terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.
- c. To discriminate against any individual in the performance of any obligation or the extension of services under this agreement because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

11. Prior to December 1 each year said Concessionaire and City agree to enter good faith negotiations for an extension and/or adjustment of the terms and conditions of this agreement to be mutually agreed upon by said Concessionaire and City.

DATED AND EXECUTED AT MUSCATINE, IOWA THIS 6th DAY OF April, 2023.

The City of Muscatine, Muscatine, Iowa

City Staff: _____

Concessionaire: Brendan M. Duke



City of Muscatine

ITEM NUMBER 2023-0156

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Dave Popp
Brian Stineman, Public Works Director

SUBJECT

Request to Approve an Agreement with SCS Engineers for Environmental Compliance Services at the Muscatine County Sanitary Landfill for an Amount Not to Exceed \$10,605 for the Remainder of FY 23, \$27,130 for FY 24, \$27,980 FY 25 and \$28,850 for FY 26.

EXECUTIVE SUMMARY

City staff request approval to enter into an annual environmental compliance services agreement with SCS Engineers, formerly Evora Engineering. This agreement is for the remainder of the 2023 FY and for FY 24, 25 and 26. Costs for the remaining FY are \$10,605, for FY 24 \$27,130, FY 25 \$27,980 and for FY 26 \$28,850.

STAFF RECOMMENDATION

Staff recommends Council approve the attached proposal from SCS Engineers, formerly Evora Consulting, for annual environmental compliance services provided for the Muscatine County Sanitary Landfill.

BACKGROUND/DISCUSSION

The City of Muscatine is in year three of an annual services agreement with the former Barker Lemar/Evora Engineering Consultants. This firm has recently dissolved with SCS Engineers bringing the former Evora staff to their firm. This agreement, now called an annual services agreement, provides support services for the Muscatine County Sanitary Landfill, the City of Muscatine Transfer Station and the City of Muscatine C&D landfill, now closed.

CITY FINANCIAL IMPACT

Funds are available in the current Fiscal Year and in the FY 24 landfill annual operating budget for this service. SCS Engineers kept the cost from the Evora agreement for the current FY the same in their proposal and the cost for the upcoming FY24 is \$2300.00 less than the current year.

ATTACHMENTS

1. City of Muscatine RFY23-FY26 Environmental Compliance - Final Combined

February 27, 2023
File No. 270076223

Dave Popp, Solid Waste/Collections and Drainage Manager
Muscatine County Solid Waste Management Agency
1000 South Houser Street
Muscatine, Iowa 52761

Subject: Proposal to Provide Professional Services
Annual Environmental Compliance
Remaining FY2023 – FY2026
Muscatine County Sanitary Landfill and City of Muscatine Transfer Station
Permit Nos. 70-SDP-02-75 and 70-SDP-11-94P-XFR

Dear Dave:

SCS Engineers (SCS) appreciates the opportunity to provide this proposal for professional engineering services associated with compliance tasks related to the City of Muscatine (Client). The purpose of this scope of services is to provide the engineering services required to comply with the conditions outlined in the sanitary disposal project permits and the Iowa Administrative Code (IAC) for the Muscatine County Sanitary Landfill and City of Muscatine Transfer Station.

1 PROJECT UNDERSTANDING

The Muscatine County Sanitary Landfill accepted waste after October 1, 2007; therefore, it is governed by the current IAC 567 Chapter 113.

The City of Muscatine Transfer Station is governed under IAC 567 Chapter 106.

This scope of services was prepared based upon current Iowa Department of Natural Resources (DNR) regulations, facility permits, and applicable amendments.

2 SCOPE OF SERVICES

Based on the above information, SCS proposes the following scope of services for the Muscatine County Sanitary Landfill:

1. Semi-Annual Groundwater Sampling
2. Spring Sampling Notification
3. Annual Water Quality Report
4. Annual Statistical Software Licensing Renewal Fee
5. Leachate Control System Performance Evaluation Report
6. Landfill Gas Annual Report
7. Annual Financial Assurance Review
8. GHG Report



SCS proposes the following scope of services for the City of Muscatine Transfer Station:

1. Annual Transfer Station Inspection

Each task is described below.

Muscatine County Sanitary Landfill

Task 1 – Semi- Annual Groundwater Sampling

As a result of the Muscatine County Sanitary Landfill accepting municipal solid waste after October 1, 2007, the Muscatine County Sanitary Landfill is currently governed by IAC 567 Chapter 113. Sampling to be completed will be based on the revised HMSP, the permit and permit revisions, and other correspondence with the DNR.

In the event that the DNR requires additional monitoring, the Client will be informed prior to commencing field work.

Task 2 – Spring Sampling Notification (SSN)

SCS staff will perform the following:

- Field sampling forms, laboratory analytical data sheets, and the 1st Semi-Annual Statistical Evaluation will be prepared and retained for submittal in the subsequent Annual Water Quality Report;
- The Spring Sampling Notification (SSN), which will include a summary of statistical results, will be completed for the landfill;
- The SSN will be submitted to the DNR by July 31st of each year.

Task 3 – Annual Water Quality Report (AWQR)

SCS staff will perform the following:

- The AWQR will be completed for the landfill;
- The report will include a summary of groundwater monitoring results, groundwater levels, monitoring well depths, analysis of the data collected, statistical analysis, and associated sampling recommendations;
- The AWQR will be prepared under the direction and signed by a qualified groundwater scientist and will utilize the DNR template;
- The report will be submitted to the DNR by January 31st of each year.

Task 4 – Annual Statistical Software Licensing Renewal Fee

SCS staff will renew the annual statistical software license fee to allow continued use of the software to complete statistics for the site. This will occur each year around December.

Task 5 – Leachate Control System Performance Evaluation Report (LCSPER)

SCS staff will perform the following:

- The LCSPER will be prepared in accordance with the current DNR template;
- The report will include a summary of disposal volumes of leachate, laboratory testing, and monthly leachate head levels provided by the Client's staff;
- The LCSPER will be submitted to the DNR by January 31st of each year as a supplement to the AWQR.

Task 6 – Landfill Gas Annual Report

SCS staff will perform the following:

- Obtain the quarterly gas monitoring results, actions taken, and results of actions taken from the Client's staff;
- Prepare and submit the annual report to the DNR by January 31st of each year as a supplement to the AWQR.

Task 7 – Annual Financial Assurance

SCS staff will perform the following:

- Estimate the amount to be set aside for closure/post closure care for the site to meet the Financial Assurance rules;
- As part of the Financial Assurance requirements for closure and post closure of municipal solid waste landfills, the owner or operator is required to submit to the DNR a detailed written estimate in current dollars and certified by an Iowa-licensed professional engineer. Following the initial detailed written estimate, line items where changes have been made since the previous submittal will be re-evaluated in subsequent years. The Inflation Factor from the US Department of Commerce will be applied to line items where changes have not occurred since the previous submittal;
- The estimates and completed DNR Form 542-8090 Municipal Solid Waste Sanitary Landfill Financial Assurance Report Form will be provided to the Client by March 1 of each year. It is the Client's responsibility to provide the required documentation to the DNR by April 1st of each year as required by IAC 567-113.14(4).

Please note: This proposal includes providing the Client with the Municipal Solid Waste Sanitary Landfill Financial Assurance Report Form by March 1st in 2024, 2025, and 2026.

Task 8 – GHG Report

SCS Staff will perform the following:

- Digitally submit by March 31st of 2024, 2025, and 2026 an annual report meeting the requirements of 40 CFR 98.3(c) with inclusion of applicable additional Subpart C and HH requirements; and
- Through compliance of the monitoring, reporting, recordkeeping, and verification requirements prescribed in 40 CFR 98.3, the annual report will include the requirements from the appropriate subparts A, C, and HH.
- Client shall provide fuel invoices and waste quantity and composition data.

City of Muscatine Transfer Station

Task 1 – Annual Transfer Station Inspection

SCS staff will perform the following:

- An annual inspection will be performed at the transfer station;
- The inspection will be performed under the direction of, and signed by, an engineer licensed in the State of Iowa;
- The inspection reports will be submitted to the DNR by May 1st of each year.

Please note: This proposal includes annual transfer station inspections to completed and submitted to the DNR by May 1, 2023 through May 1, 2026.

3 PROJECT SCHEDULE

SCS will begin these services subsequent to receiving the signed confirmation of notice to proceed, or the Client's verbal authorization followed by the signed confirmation of notice to proceed. The scope of services will be completed throughout remaining fiscal year 2023 through fiscal year 2026 in accordance with the timeframes set forth in the facility sanitary disposal project permits and the IAC.

4 PROJECT FEE

SCS proposes to provide the services described in this proposal on a fixed fee basis. Should additional groundwater sampling be required based on the results of the sampling events or DNR direction, additional work will be discussed with the Client and documented via letter or email prior to commencing. Additional effort will be charged on a time and materials basis in accordance with our current standard fee schedule; a copy of which is attached. Our estimated fees and anticipated quarter of work are as follows:

TABLE 1
REMAINING FISCAL YEAR 2023 ACTIVITIES

Activity	July to September	October to December	January to March	April to June	Total
Muscatine County Sanitary Landfill					
Groundwater Sampling ¹	NI		\$4,905		\$4,905
Spring Sampling Notification				\$2,735	\$2,735
AWQR		NI			NI
Statistical Software Licensing Renewal Fee			\$225		\$225
LCSPER		NI			NI
Landfill Gas Annual Report		NI			NI
Annual Financial Assurance Review			\$1,670		\$1,670
GHG Report			NI		NI
Muscatine Recycling and Transfer Station					
Annual Transfer Station Inspection			\$1,070		\$1,070
Annual Compliance Total	NI	NI	\$7,870	\$2,735	\$10,605

⁽¹⁾ Fee does not include laboratory analysis. Client will be invoiced directly from the laboratory.

⁽²⁾ The fee for groundwater sampling is estimated and invoicing will be based on actual costs.

NI - indicates not included as the tasks are completed or assumed to be completed under current contract with Evora Consulting.

TABLE 2
FISCAL YEAR 2024 ACTIVITIES

Activity	July to September	October to December	January to March	April to June	Total
Muscatine County Sanitary Landfill					
Groundwater Sampling ¹	\$5,055		\$5,055		\$10,110
Spring Sampling Notification ²				\$3,010	\$3,010
AWQR		\$7,300			\$7,300
Statistical Software Licensing Renewal Fee			\$270		\$270
LCSPER		\$1,200			\$1,200
Landfill Gas Annual Report		\$580			\$580
Annual Financial Assurance Review			\$1,670		\$1,670
GHG Report			\$1,460		\$1,460
Muscatine Recycling and Transfer Station					
Annual Transfer Station Inspection			\$1,530		\$1,530
Annual Compliance Total	\$5,055	\$9,080	\$9,985	\$3,010	\$27,130

⁽¹⁾ Fee does not include laboratory analysis. Client will be invoiced directly from the laboratory.

⁽²⁾ The fee for groundwater sampling is estimated and invoicing will be based on actual costs.

TABLE 3
FISCAL YEAR 2025 ACTIVITIES

Activity	July to September	October to December	January to March	April to June	Total
Muscatine County Sanitary Landfill					
Groundwater Sampling ¹	\$5,210		\$5,210		\$10,420
Spring Sampling Notification ²				\$3,110	\$3,110
AWQR		\$7,520			\$7,520
Statistical Software Licensing Renewal Fee			\$270		\$270
LCSPER		\$1,240			\$1,240
Landfill Gas Annual Report		\$600			\$600
Annual Financial Assurance Review			\$1,730		\$1,730
GHG Report			\$1,510		\$1,510
Muscatine Recycling and Transfer Station					
Annual Transfer Station Inspection			\$1,580		\$1,580
Annual Compliance Total	\$5,210	\$9,360	\$10,300	\$3,110	\$27,980

⁽¹⁾ Fee does not include laboratory analysis. Client will be invoiced directly from the laboratory.

⁽²⁾ The fee for groundwater sampling is estimated and invoicing will be based on actual costs.

TABLE 4
FISCAL YEAR 2026 ACTIVITIES

Activity	July to September	October to December	January to March	April to June	Total
Muscatine County Sanitary Landfill					
Groundwater Sampling ¹	\$5,370		\$5,370		\$10,740
Spring Sampling Notification ²				\$3,210	\$3,210
AWQR		\$7,750			\$7,750
Statistical Software Licensing Renewal Fee			\$270		\$270
LCSPER		\$1,280			\$1,280
Landfill Gas Annual Report		\$620			\$620
Annual Financial Assurance Review			\$1,790		\$1,790
GHG Report			\$1,560		\$1,560
Muscatine Recycling and Transfer Station					
Annual Transfer Station Inspection			\$1,630		\$1,630
Annual Compliance Total	\$5,370	\$9,650	\$10,620	\$3,210	\$28,850

⁽¹⁾ Fee does not include laboratory analysis. Client will be invoiced directly from the laboratory.

⁽²⁾ The fee for groundwater sampling is estimated and invoicing will be based on actual costs.

5 ACCEPTANCE OF WORK

SCS appreciates the opportunity to submit this proposal to provide professional engineering services associated with annual compliance for the Landfill. SCS has attached for your review our Terms and Conditions for completing the scope of services. If you agree with the above scope, fees, and terms and conditions, please sign and date the last page of the terms and conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

If you have any questions or comments concerning this proposal, please contact us at the emails or numbers listed below. Thank you for your consideration.

Sincerely,



Jeff Phillips
Project Manager
SCS Engineers
jdpillips@scsengineers.com
(515) 249-7554



Timothy C. Buelow, P.E.
Project Director
SCS Engineers
tbuelow@scsengineers.com
(515) 681-5455

JDP/TCB

Attachments: 2023 Fee Schedule
Terms and Conditions and Notice to Proceed

SCS ENGINEERS

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

- 6. STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
- 7. LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
- 8. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
- 9. SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
- 10. THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
- 11. UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
- 12. CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

13. DISPUTE RESOLUTION: In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. TESTING AND OBSERVATION SERVICES: If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

15. SOIL BORING AND TEST LOCATIONS: The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

16. ON SITE SERVICES: Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

17. TERMINATION: Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

18. CONFIDENTIALITY: SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

19. SEVERABILITY: If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

2023 STANDARD FEE SCHEDULE

Labor Category	Rate
Principal.....	\$275
Senior Project Advisor.....	\$240
Senior Project Director.....	\$215
Project Director	\$200
Project Advisor.....	\$185
Senior Project Manager	\$175
Project Manager.....	\$160
Senior Project Professional	\$145
Project Professional.....	\$130
Staff Professional.....	\$115
Designer/Graphics.....	\$110
Associate Professional.....	\$105
Technical Associate	\$95
Senior Technician.....	\$90
Technician	\$75
Project Administrator	\$95
Administrative Assistant.....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

Support Services

Specialty Software	\$20.00 per hour
24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Direct Push Geoprobe®	\$750.00 per day
Track-mounted Direct Push/Drilling Geoprobe®	\$1,250.00 per day
All Terrain Vehicle (UTV)	\$100.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$125.00 per day
Misc. Survey Tools/Equipment.....	\$25.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$35.00 per day
Oil/Water Interface Probe	\$65.00 per day
pH/Temperature/Conductivity Meter (for water)	\$25.00 per day
Peristaltic/Low-Flow Pump	\$50.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator	\$100.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$135.00 per day
Flow-Thru Multi-Parameter Meter.....	\$175.00 per day
Turbidimeter	\$35.00 per day
Composite Sampler	\$75.00 per day
QED Pump Controller.....	\$125.00 per day
GEM 5000.....	\$150.00 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2023 and are subject to revision.



City of Muscatine

ITEM NUMBER 2023-0158

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

David Popp, Solid Waste Manager
Brian Stineman, Public Works Director

SUBJECT

Request to Enter into an Agreement with SCS Engineers for On-call Support at the Muscatine County Sanitary Landfill in an Amount not to Exceed \$7,441 for the Remainder of FY 23 and \$15,000 per year for FY 24, 25 and 26.

EXECUTIVE SUMMARY

Staff request to enter into an agreement with SCS Engineers for on-call support at the Muscatine County Sanitary Landfill for an amount not to exceed \$7,441 for the remainder of FY 23 and \$15,000 per year for FY 24, 25 and 26.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

The City of Muscatine is in year three of a regulatory assistance service agreement with Evora Consultants. Evora has recently dissolved with SCS Engineers bringing the former Evora staff to their firm. SCS has renamed the agreement from a regulatory services agreement to an on-call support agreement. The purpose of this agreement is to provide assistance with services that are necessary to comply with Iowa DNR and EPA requirements for landfill operations when requested by the City of Muscatine.

CITY FINANCIAL IMPACT

The current FY budget and the upcoming FY24 budget have funds available to support the cost of this agreement. SCS did not propose a raise in the cost per year for this agreement.

ATTACHMENTS

1. SCS On-Call Proposal

February 27, 2023
File No. 270076223

Dave Popp, Solid Waste/Collections and Drainage Manager
Muscatine County Solid Waste Management Agency
1000 South Houser Street
Muscatine, Iowa 52761

Subject: Proposal to Provide Professional Services
On-Call Support
Remaining FY2023 – FY2026
Muscatine County Sanitary Landfill and City of Muscatine Transfer Station
Permit Nos. 70-SDP-02-75 and 70-SDP-11-94P-XFR

Dear Dave:

SCS Engineers (SCS) appreciates the opportunity to provide environmental services to the City of Muscatine (Client). The purpose of this scope of services is to provide the engineering services required and requested to comply with the conditions outlined in the sanitary disposal project permits and the Iowa Administrative Code (IAC) for the Muscatine County Sanitary Landfill and City of Muscatine Transfer Station.

1 PROJECT UNDERSTANDING

The Client operates the Muscatine County Sanitary Landfill and the City of Muscatine Transfer Station. Situations arise where outside assistance is requested for small activities, not justifying a full scope. Therefore, this establishes an agreement between the Client and SCS for providing assistance, as requested, throughout the duration of this scope of services.

2 SCOPE OF SERVICES

The purpose of this scope of services is to provide funding for services associated with general landfill operations, recycling issues, and solid waste management activities. Tasks may include, but are not limited to, the following:

- Regulatory Correspondence;
- Permit Amendment Requests;
- Landfill Survey Activities;
- Long Range Planning Activities; and
- Other Miscellaneous Projects as Directed by the Client.

3 PROJECT SCHEDULE

SCS will begin these services as needed subsequent to receiving the signed confirmation of notice to proceed, or the Client's verbal authorization followed by the signed confirmation of notice to proceed.



The scope of services will be completed throughout remaining fiscal year 2023 through fiscal year 2026 (March 1, 2023 through June 30, 2026) as requested by the Client.

4 PROJECT FEE

SCS agrees to perform the above scope of services on a time and materials basis. Compensation not to exceed \$7,441 for the remainder of fiscal year 2023 and \$15,000 per year for fiscal years 2024, 2025, and 2026. SCS invoices will be submitted monthly and will reflect the time and expenses incurred during the invoice period in accordance with SCS's current fee schedule, which is subject to revision annually.

5 ACCEPTANCE OF WORK

SCS appreciates the opportunity to submit this proposal to provide professional engineering services associated with on-call support for the Client. SCS has attached for your review our 2023 Fee Schedule and terms and conditions for completing the scope of services. If you agree with the above scope, fees, and terms and conditions, please sign and date the last page of the terms and conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

If you have any questions or comments concerning this proposal, please contact us at the emails or numbers listed below. Thank you for your consideration.

Sincerely,



Jeff Phillips
Project Manager
SCS Engineers
jdpillips@scsengineers.com
(515) 249-7554



Timothy C. Buelow, P.E.
Project Director
SCS Engineers
tbuelow@scsengineers.com
(515) 681-5455

JDP/TCB

Attachments: 2023 Fee Schedule
Terms and Conditions and Notice to Proceed

SCS ENGINEERS

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

13. DISPUTE RESOLUTION: In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. TESTING AND OBSERVATION SERVICES: If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

15. SOIL BORING AND TEST LOCATIONS: The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

16. ON SITE SERVICES: Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

17. TERMINATION: Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

18. CONFIDENTIALITY: SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

19. SEVERABILITY: If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

20. GENERAL RESPONSIBILITIES OF CLIENT: Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

21. GOVERNING LAW: Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

22. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

PROJECT/PROPOSAL: Remaining FY 2023 – FY 2026 On-Call Support

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

City of Muscatine

By 
Signature

By _____
Signature

Timothy C. Buelow, P.E.
Typed Name

Typed Name

Project Director
Title

Title

February 27, 2023
Date of Signature

Date of Signature

2023 STANDARD FEE SCHEDULE

Labor Category	Rate
Principal.....	\$275
Senior Project Advisor.....	\$240
Senior Project Director.....	\$215
Project Director	\$200
Project Advisor.....	\$185
Senior Project Manager	\$175
Project Manager.....	\$160
Senior Project Professional	\$145
Project Professional.....	\$130
Staff Professional.....	\$115
Designer/Graphics.....	\$110
Associate Professional.....	\$105
Technical Associate	\$95
Senior Technician.....	\$90
Technician	\$75
Project Administrator	\$95
Administrative Assistant.....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

Support Services

Specialty Software	\$20.00 per hour
24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Direct Push Geoprobe®	\$750.00 per day
Track-mounted Direct Push/Drilling Geoprobe®	\$1,250.00 per day
All Terrain Vehicle (UTV)	\$100.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$125.00 per day
Misc. Survey Tools/Equipment.....	\$25.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$35.00 per day
Oil/Water Interface Probe	\$65.00 per day
pH/Temperature/Conductivity Meter (for water)	\$25.00 per day
Peristaltic/Low-Flow Pump	\$50.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator	\$100.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$135.00 per day
Flow-Thru Multi-Parameter Meter.....	\$175.00 per day
Turbidimeter	\$35.00 per day
Composite Sampler	\$75.00 per day
QED Pump Controller.....	\$125.00 per day
GEM 5000.....	\$150.00 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2023 and are subject to revision.



City of Muscatine

ITEM NUMBER 2023-0162

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Nick Gow, Superintendent of Parks
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve a Purchase Order to CR Landscape in the Amount of \$32,991.75 for the Installation of a Sidewalk Connector from Sunset Housing to the New Trail Connector as Part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to CR Landscape, in the amount of \$32,991.75 for the installation of a sidewalk connector from Sunset Housing to the KS Trail connector from Kent Stein Park to the Soccer Complex.

STAFF RECOMMENDATION

Staff recommends the approval

BACKGROUND/DISCUSSION

As part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects, the installation of a trail connector from the Kent Stein trail, across the causeway to the backside of the Soccer Complex, and finally connecting to a sidewalk at Sunset Housing is part of the overall plan. The installation of the concrete sidewalk from Sunset Housing, to the new asphalt trail that will be installed is one part of this project. This will include a 5' wide sidewalk connection at Sunset Housing, the installation of a concrete culvert over the drainage swale, a concrete sidewalk from the concrete culvert to the new asphalt trail, and the repairs to the concrete located just inside of the gate at the Soccer Complex on the Southwest corner of Field #8. This project will help to provide safe access between the athletic facilities, and help to tie in access from Sunset Housing to the Muscatine Trail System.

At the December 15, 2022 City Council Meeting, City Council approved a Professional Services Agreement with Watersmith Engineering for the design, plans and specifications for the Kent Stein Trail Connector Project. The drawings, plans and specifications were used to solicit professional quotes for this project.

Three quotes were received for this part of the project, with the following results:

CR Landscape - \$32,991.75

Hy-Brand Industrial Contractors - \$48,058

The Henley Group - \$49,950.50

CITY FINANCIAL IMPACT

In the Community Foundation of Greater Muscatine South End Improvement Fund Projects, \$66,000 was budgeted for the entire Kent Stein Trail Connector Project. The cost for both parts of this project will total \$78,529.75, with the project contingency fund covering the overage.

ATTACHMENTS

1. Trail Connection Project (Concrete Sidewalk) Quotes
2. SloughTrailConnectorDwgs_ForBid_20230215

Trail Connector Project (Concrete Sidewalk) Quotes

<u>Item</u>	<u>Vendor</u>	<u>Total</u>
Installation of a concrete sidewalk	CR Landscape	\$32,991.75
Installation of a concrete sidewalk	Hy-Brand Industrial Contractors	\$48,058.00
Installation of a concrete sidewalk	The Henley Group	\$49,950.50

LEGEND

W	PROPOSED WATER MAIN
W _x	EXISTING WATER MAIN
G _x	NATURAL GAS
FO	FIBER OPTIC
ES _x	OVERHEAD ELECTRIC
E _x	BURIED ELECTRIC
- - -	PROPERTY LINE
SS _x	SANITARY SEWER
ST	STORM SEWER
- - - - -	PERIMETER EROSION BARRIER
WV	VALVE
⊙	HYDRANT
⊗	CURB STOP AND BOX
▷	REDUCER
S	MANHOLE
⊙	AREA LIGHT
⊙—⊙	STREET LIGHT
⊕	UTILITY POLE
△	CONTROL POINTS
○	PROPERTY CORNER
⊗	TREE

CITY OF MUSCATINE
SLOUGH CROSSING CONNECTOR
TRAIL PROJECT
MUSCATINE, IOWA

GENERAL NOTES

1. CONSTRUCT ACCORDING TO LATEST EDITION OF SUDAS WITH CITY OF MUSCATINE SUPPLEMENTAL SPECIFICATIONS.
2. ALL BURIED UTILITY LOCATIONS ARE APPROXIMATE AND SHALL BE FIELD LOCATED PRIOR TO EXCAVATION. SEWER, NATURAL GAS, IRRIGATION, TELECOM, AND OTHER HOUSE SERVICE LINES ARE NOT SHOWN ON PLANS. THERE MAY BE OTHER EXISTING UTILITY LINES, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN AND NOT SHOWN ON THE DRAWINGS. IN ADDITION, CONTRACTOR SHALL USE POTHOLING OR OTHER METHODS AT KNOWN UTILITY CROSSINGS FOR VISUAL CLEARANCE CHECK DURING DIRECTIONAL DRILLING OPERATIONS.
3. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, DRIVES, STREETS AND OTHER ITEMS TO REMAIN, INCLUDING ANY NOT SPECIFICALLY SHOWN IN THE DRAWINGS. DAMAGE TO EXISTING UTILITIES, DRIVES, STREETS AND OTHER ITEMS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
4. CONTRACTOR SHALL COORDINATE WITH RESIDENTS REGARDING CONTINUATION OF TRASH REMOVAL, MAIL BOXES AND MAIL DELIVERIES, AND ACCESS TO THEIR DRIVEWAYS DURING CONSTRUCTION.
5. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY CONFLICTS BETWEEN THE DRAWINGS AND EXISTING FEATURES.
6. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF UNEXPECTED SUB-SURFACE CONDITIONS. DISCONTINUE WORK IN AREA UNTIL NOTIFIED BY OWNER TO RESUME WORK.
7. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION LAYOUT FOR ALL GRADES AND FEATURES.

DRAWING INDEX

SHEET NUMBER	TITLE	REVISION NUMBER
G-001	COVER SHEET	0
G-002	PHASING PLAN AND QUANTITIES	0
C-010	OVERVIEW MAP, SHEET INDEX	0
C-101	PLAN AND PROFILE	0
C-102	PLAN AND PROFILE	0

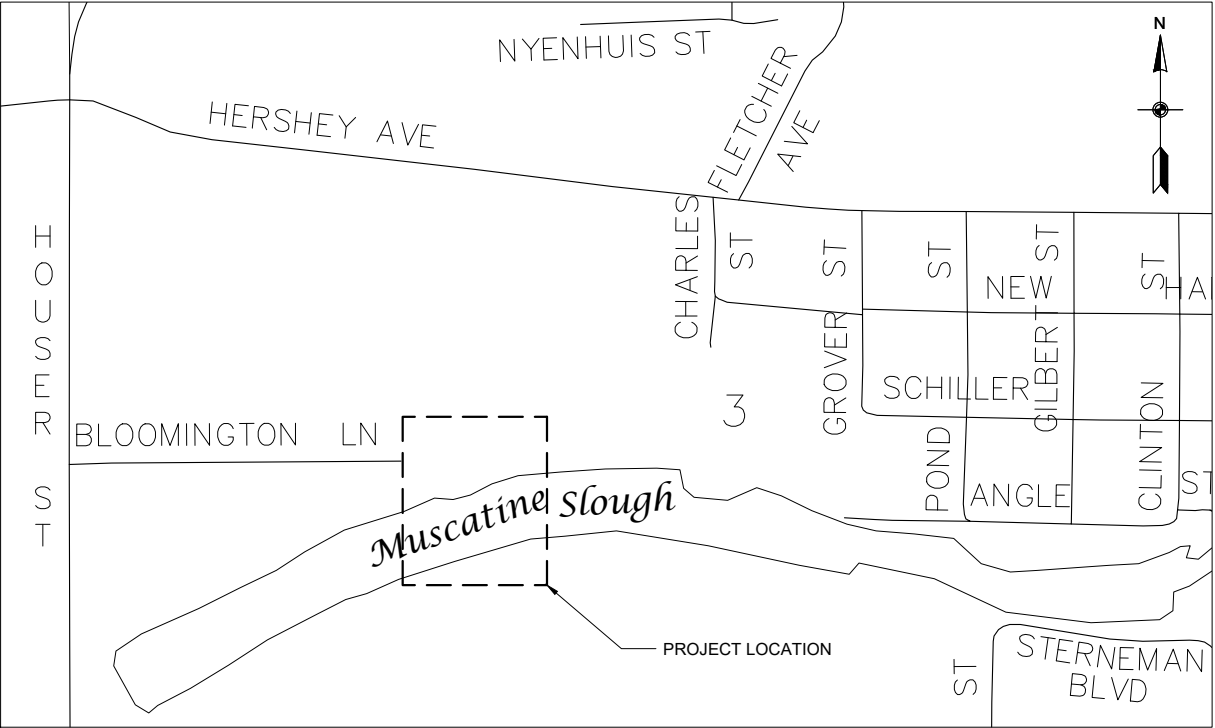
IOWA ONE CALL
UTILITY CONTACTS

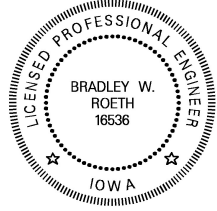
ALLIANT ENERGY Contact Name : Alliant Energy Field Engineer Contact Phone: 8002554268 Contact Email: locate_IPL@alliantenergy.com	MUSCATINE POWER AND WATER Contact Name : Gabriel Jones / Mark Nelson Contact Phone: 5632623298 Contact Email: designinfo@mpw.org
CITY OF MUSCATINE Contact Name : Office Contact Phone: 5632638933 Contact Email: sewerlocates@muscatineiowa.gov	MIDAMER-GAS Contact Name : Dianne hirl Contact Phone: 3097933645 Contact Email: DHHirl@midamerican.com
LUMEN Contact Name : SADIE HULL Contact Phone: 9185470147 Contact Email: sadie.hull@lumen.com	

ABBREVIATIONS

APPROX	APPROXIMATE
AVE	AVENUE
DI	DUCTILE IRON
DR	DRIVE
EXST	EXISTING
IAWC	IOWA AMERICAN WATER COMPANY
INV	INVERT
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
N	NORTH
PH	PHASE
PROP	PROPOSED
S	SOUTH
SAN	SANITARY
ST	STREET
STA	STATION
TYP	TYPICAL

LOCATION MAP





I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature
Bradley W. Roeth
License Number 16536

Date
3/3/2023
My license renewal date is
December 31, 2024

Sheets covered by this seal: ALL DRAWINGS



DESIGNED BY: BWR	DATE: 2/15/23	ISSUED BY: BWR	DATE: 2/15/23	APPROVED BY: BWR	DATE: 2/15/23
DRAWN BY: BWR	CHECKED BY: BWR	SUBMITTED BY: BWR	CONTRACT NO.: 115.01	FILE NUMBER: XX-XX-XX	MARK
CITY OF MUSCATINE 1029 HERSHEY AVE MUSCATINE, IOWA 52761			WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761		

CITY OF MUSCATINE
SLOUGH CROSSING CONNECTOR TRAIL PROJECT
MUSCATINE, IOWA

COVER SHEET

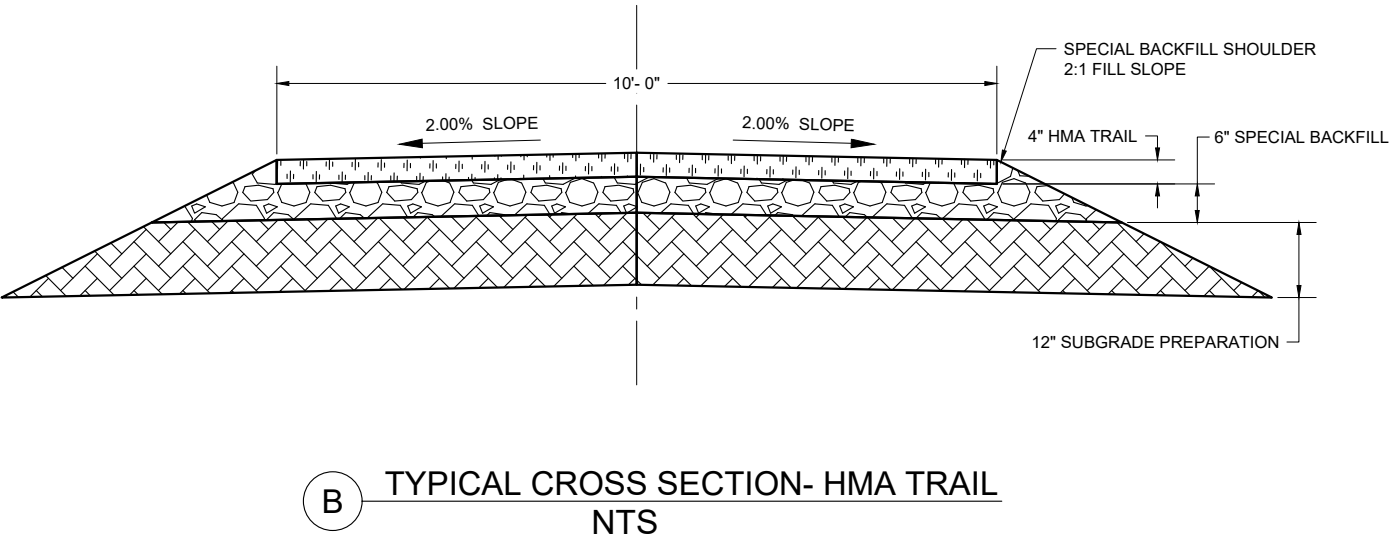
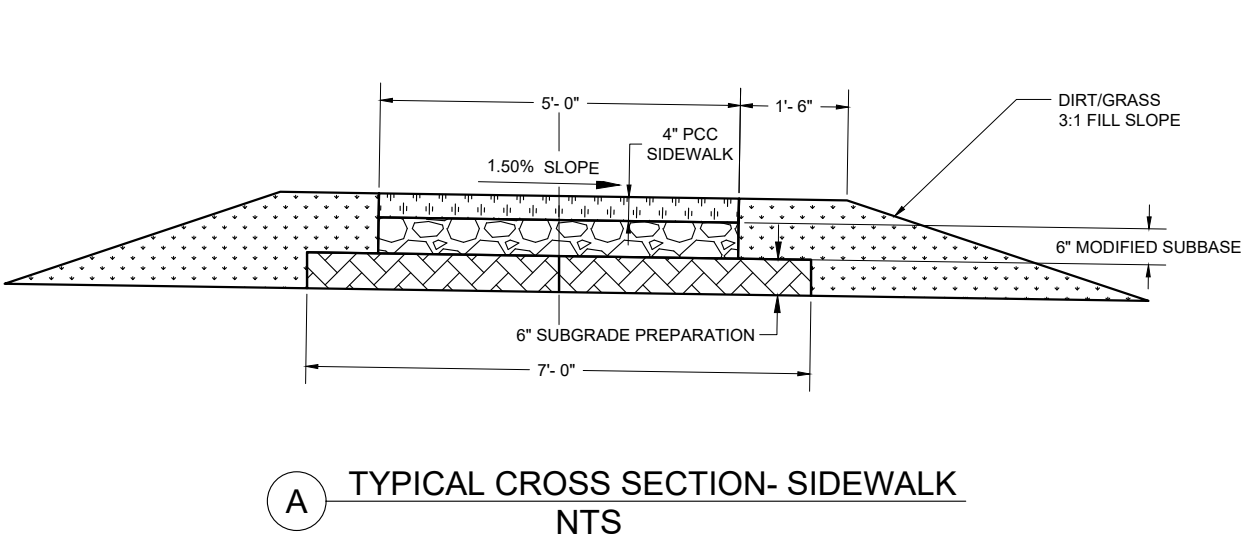
SHEET IDENTIFICATION
G-001

WORK BY OTHERS

- 1. CLEARING AND GRUBBING TO BE COMPLETED BY CITY STAFF PRIOR CONSTRUCTION
- 2. REMOVAL OF WOODEN PEDESTRIAN BRIDGE TO BE COMPLETED BY CITY STAFF PRIOR TO CONSTRUCTION
- 3. SEEDING, FERTILIZING AND MULCHING TO BE COMPLETED BY CITY STAFF FOLLOWING CONSTRUCTION

PROJECT QUANTITIES

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES
CONTRACT 1- PCC SIDEWALK			
1	MOBILIZATION	LS	1
2	TOPSOIL STRIP & SPREAD	SY	131
3	SUBGRADE PREPARATION	SY	93
5	MODIFIED SUBBASE	SY	117
6	PIPE CULVERT, RCP, 48"	LF	12
8	PIPE APRON, RCP, 48"	EA	2
9	FOOTINGS FOR CONCRETE PIPE APRONS, 48"	EA	2
11	PCC SIDEWALK, 4"	SF	595
12	REMOVE AND REPLACE PCC PAVEMENT, 6"	SF	454
13	SUBDRAIN, HDPE, 6"	LF	28
CONTRACT 2- HMA TRAIL			
1	MOBILIZATION	LS	1
3	SUBGRADE PREPARATION	SY	716
4	SPECIAL BACKFILL	TON	231
7	PIPE CULVERT, RCP, 12"	LF	34
10	HMA TRAIL, 4"	TON	128





WATERSMITH
ENGINEERING

DESIGNED BY: BWR	DATE:	SOLICITATION NO.:
DYN BY: BG	CVD BY: BWR	CONTRACT NO.:
SUBMITTED BY: BWR	ISSUE DATE: XX-XX-XX	FILE NUMBER:
PLOT SCALE:	SIZE:	FILE NAME:
ANSI B		

CITY OF MUSCATINE
155 CANMORE ST
MUSCATINE, IOWA 52761

WATERSMITH ENGINEERING
1029 HERSHEY AVE
MUSCATINE, IA 52761

CITY OF MUSCATINE
SLOUGH CROSSING CONNECTOR TRAIL PROJECT
MUSCATINE, IOWA

PHASING PLAN AND QUANTITIES

0	FOR BIDS	DATE	APPR
		2/15/23	BWR

SHEET
IDENTIFICATION
G-002





WATERSMITH
ENGINEERING

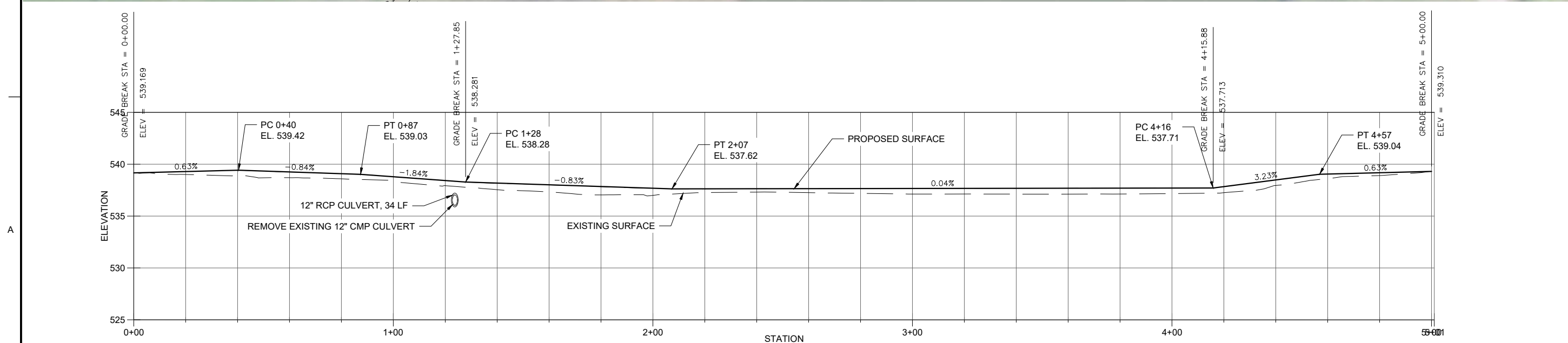
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DWN BY: BG	CVD BY: BWR	CONTRACT NO.:
SUBMITTED BY: BWR	ISSUE DATE: 11.01	FILE NUMBER:
PLOT SCALE: 1"=100'	SIZE: ANSI B	FILE NAME:

CITY OF MUSCATINE 115 SCAMORE ST MUSCATINE, IOWA 52761	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761
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CITY OF MUSCATINE SLOUGH CROSSING CONNECTOR TRAIL PROJECT MUSCATINE, IOWA	OVERVIEW MAP
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SHEET IDENTIFICATION C-010

0	FOR BIDS	2/15/23	BWR
DATE	DATE	DATE	DATE



WATERSMITH
ENGINEERING

DESIGNED BY:		DATE:	
BY:	DATE:	BY:	DATE:
CHKD BY:	DATE:	CHKD BY:	DATE:
SUBMITTED BY:	DATE:	SUBMITTED BY:	DATE:
FILE NAME:	FILE NUMBER:	FILE NAME:	FILE NUMBER:

CITY OF MUSCATINE		SOLICITATION NO.:	
155 CANMORE ST	MUSCATINE, IOWA 52761	116.01	

WATERSMITH ENGINEERING		CONTRACT NO.:	
1029 HERSHEY AVE	MUSCATINE, IA 52761	116.01	

CITY OF MUSCATINE
SLOUGH CROSSING CONNECTOR TRAIL PROJECT
MUSCATINE, IOWA

PLAN & PROFILE

SHEET IDENTIFICATION
C-102



City of Muscatine

ITEM NUMBER 2023-0163

AGENDA ITEM SUMMARY

DATE: 4/6/2023

STAFF

Nick Gow, Superintendent of Parks
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve a Purchase Order to The Henley Group, in the amount of \$45,538.00, for the Installation of an Asphalt Trail Connector from Kent Stein Park to the Muscatine Soccer Complex as part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects.

EXECUTIVE SUMMARY

Request to approve the issuance of a purchase order to The Henley Group, in the amount of \$45,538.00, for the installation of a Trail Connector from Kent Stein Park to the Muscatine Soccer Complex as part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects.

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

As part of the Community Foundation of Greater Muscatine South End Improvement Fund Projects, the installation of a trail connector from the Kent Stein trail, across the causeway, to the backside of the Soccer Complex, and finally connecting to a sidewalk at Sunset Housing is part of the overall plan. The installation of a 10' asphalt trail, connecting the current trail in Kent Stein Park to the Soccer Complex, is the second part of this project. The first part of the project will also include the installation of a sidewalk connecting this trail to Sunset Housing. This project will help to provide safe access between the athletic facilities, and help to tie in access from Sunset Housing to the Muscatine Trail System.

At the December 15, 2022 City Council Meeting, City Council approved a Professional Services Agreement with Watersmith Engineering for the design, plans and specifications for the Kent Stein Trail Connector Project. The drawings, plans and specifications were used to receive professional quotes for this project.

Three quotes were requested for this part of the project, with the following results:

The Henley Group - \$45,538.00

Brandt Construction - \$47,867.00

Manatts - Did not submit a quote

CITY FINANCIAL IMPACT

In the Community Foundation of Greater Muscatine South End Improvement Fund Projects, \$66,000 was budgeted for the entire Kent Stein Trail Connector Project. The cost for both parts of this project will total \$78,529.75, with the project contingency fund covering the overage.

ATTACHMENTS

1. Trail Connection Project (Asphalt Trail) Quotes
2. SloughTrailConnectorDwgs_ForBid_20230215

Trail Connector Project (Asphalt Trail) Quotes

<u>Item</u>	<u>Vendor</u>	<u>Total</u>
Installation of an asphalt trail	The Henley Group	\$45,538.00
Installation of an asphalt trail	Brandt Construction	\$47,867.00
Installation of an asphalt trail	Manatts	Did not submit a quote

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5

MARK	DESCRIPTION	DATE	BWR	APPR
0	FOR BIDS	2/15/23		

CITY OF MUSCATINE 215 SYCAMORE ST. MUSCATINE, IOWA 52761	BWR BWR BWR BWR	DATE: ORDER NO.: SOLICITATION NO.: CHD BY: BWR BG SUBMITTED BY: BWR	115 01 FILE NO.: FILE NUMBER: ISSUE DATE: XX-XX-XX FILE NAME: ANS1.B
	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761		

CITY OF MUSCATINE
SLOUGH CROSSING CONNECTOR TRAIL PROJECT
MUSCATINE, IOWA

PHASING PLAN AND QUANTITIES

SHEET
IDENTIFICATION
G-002





WATERSMITH
ENGINEERING

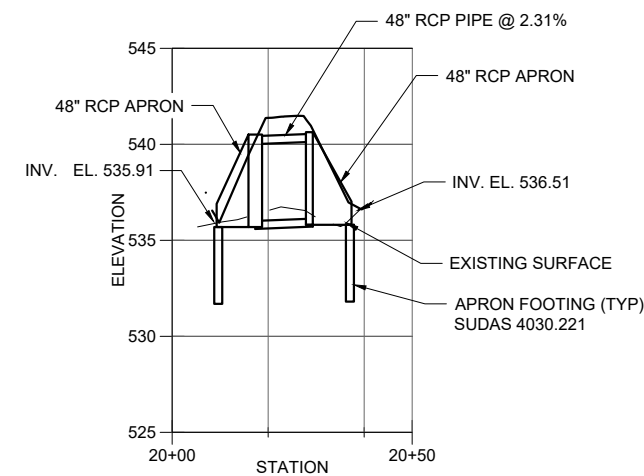
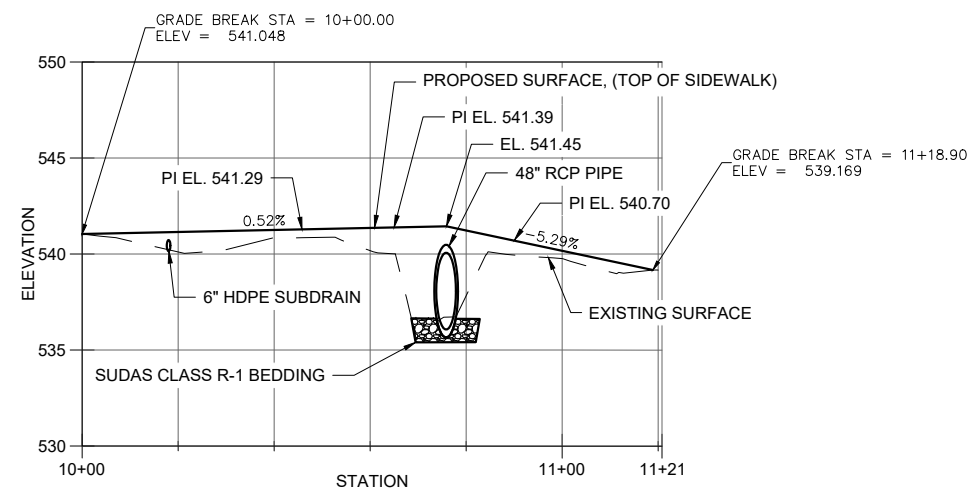
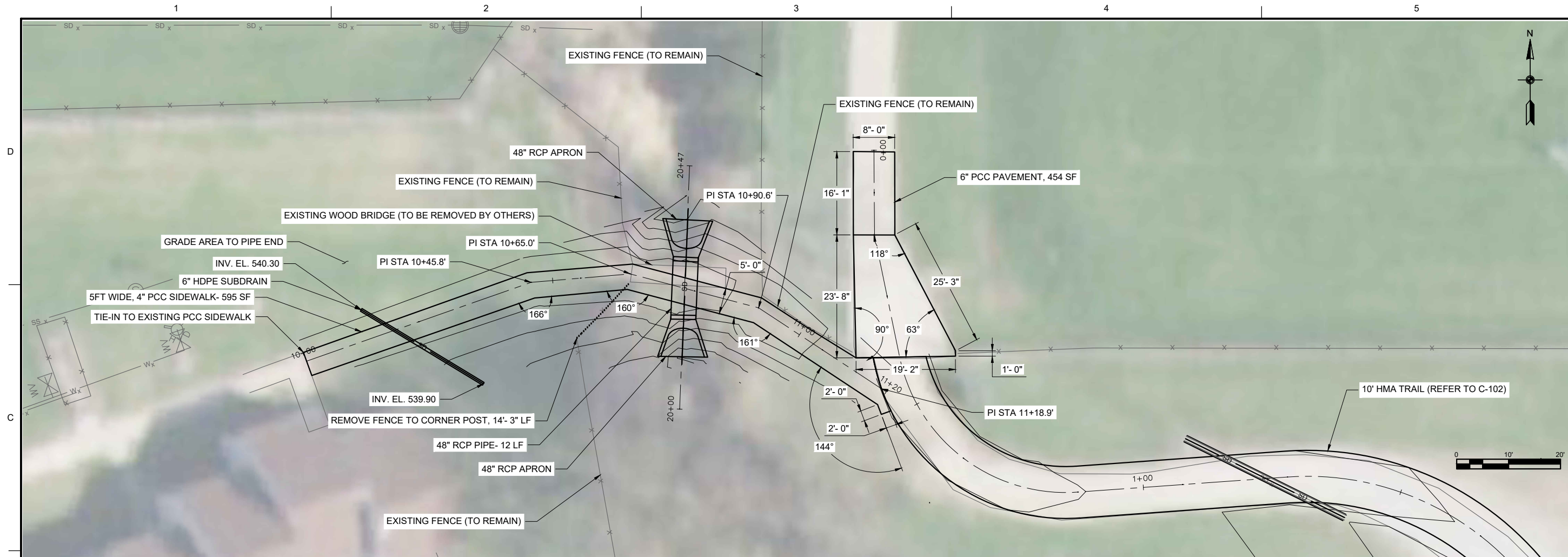
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DWN BY: BG	CVD BY: BWR	CONTRACT NO.:
SUBMITTED BY: BWR	ISSUE DATE: xx-xx-xx	FILE NUMBER:
PLOT SCALE:	SIZE: ANSI B	FILE NAME:

CITY OF MUSCATINE 115 SCAMORE ST MUSCATINE, IOWA 52761	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761
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CITY OF MUSCATINE SLOUGH CROSSING CONNECTOR TRAIL PROJECT MUSCATINE, IOWA	OVERVIEW MAP
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SHEET IDENTIFICATION C-010

0	FOR BIDS	2/15/23	BWR	APPR
DATE	DATE	DATE	DATE	DATE



WATERSMITH
ENGINEERING

DESIGNED BY:		DATE:	
DESIGNED BY:	DATE:	DESIGNED BY:	DATE:

CITY OF MUSCATINE		SOLICITATION NO.:	
CITY OF MUSCATINE	SOLICITATION NO.:	CITY OF MUSCATINE	SOLICITATION NO.:

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CITY OF MUSCATINE
15 SCAMORE ST
MUSCATINE, IOWA 52761

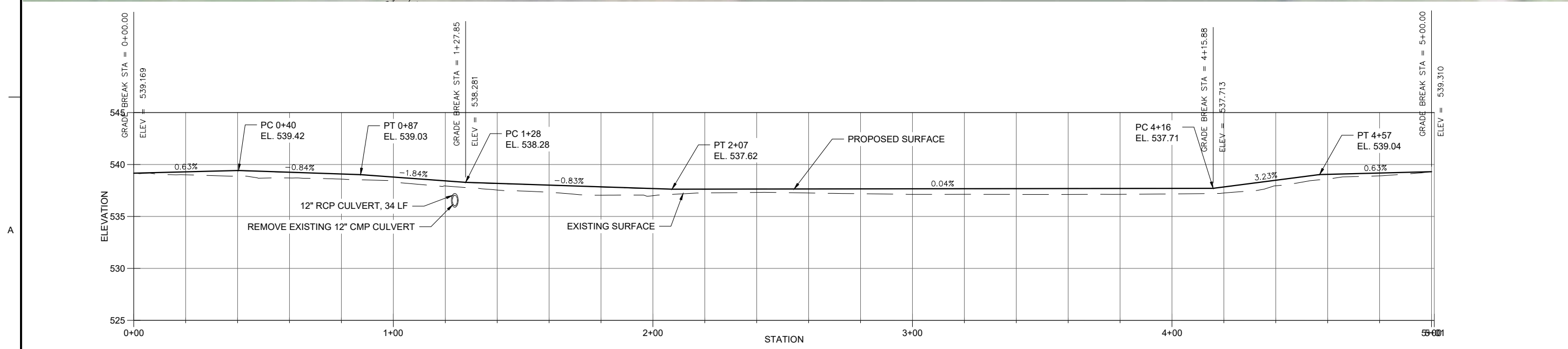
WATERSMITH ENGINEERING
1029 HERSHEY AVE
MUSCATINE, IA 52761

CITY OF MUSCATINE
SLOUGH CROSSING CONNECTOR TRAIL PROJECT
MUSCATINE, IOWA

PLAN & PROFILE

SHEET
IDENTIFICATION

C-101





**WATERSMITH
ENGINEERING**

DESIGNED BY:	DATE:	SOLICITATION NO.:
BGR		

DRAWN BY:	CHECKED BY:	CONTRACT NO.:
BGR	BWR	118.01

SUBMITTED BY:	ISSUE DATE:	FILE NUMBER:
BWR	XX-XX-XX	

PLOT SCALE:	SIZE:	FILE NAME:
ANSI B		

FOR BIDS	DESCRIPTION	DATE	APPROVAL
0		2/15/23	BWR

CITY OF MUSCATINE
155 SCAMORE ST
MUSCATINE, IOWA 52761

WATERSMITH ENGINEERING
1029 HERSHEY AVE
MUSCATINE, IA 52761

CITY OF MUSCATINE
SLOUGH CROSSING CONNECTOR TRAIL PROJECT
MUSCATINE, IOWA

PLAN & PROFILE

SHEET
IDENTIFICATION
C-102