



City of Muscatine

CITY COUNCIL

Thursday, December 7, 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://us06web.zoom.us/j/82551691259?pwd=NERYdEJOandvWWNXbDM3UkZxZmE4QT09>

December 7, 2023, 6:00 PM

AGENDA

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. FROM THE MAYOR Presentation of Muscatine Fire Department Boot Drive Check to

- A. Swearing in of Firefighter Eric Joslyn
- B. Swearing in Firefighter Drake Hotz
- C. Presentation of Check from the Muscatine Fire department Boot Drive to Jillian Harper from the MDA.

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. November 16, 2023 City Council Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request on second reading on a new Class "C" Retail Alcohol License for The OB, 101 West Mississippi Drive – The OB LLC (pending inspections and insurance)
- B. Request for Use of City Property from Alex Nagy with Twisted Cat for a Catfishing Tournament to be held on August 3, 2024
- C. Request for Use of City Property from Dena Ferreira with Greater Muscatine Chamber of Commerce & Industry for the Annual Pearl City Vintage Market to be held on October 12, 2024

12. * COMMUNICATION – RECEIVE AND FILE

- A. Muscatine County Board of Supervisors Meeting Minutes - November 13, 2023
- B. Muscatine County Board of Supervisors Meeting Minutes - November 14, 2023
- C. County Board of Supervisors Meeting Minutes November 20, 2023

- D. Muscatine County Board of Supervisors Meeting Minutes November 27, 2023
- E. Muscatine County Board of Supervisors Meeting Minutes November 28, 2023
- F. Muscatine County Board of Supervisors Meeting Minutes - November 30, 2023
- G. Muscatine Power and Water Adopted Budget
- H. Board of Water, Electric and Communications Meeting Minutes - October 2023

13. * PURCHASE ORDERS

- A. Request to Approve the Issuance of a Purchase Order in the Amount of \$5,495.00 to Hinkley Medical for the One Dose Software System.
- B. Request to Approve the Issuance of a Purchase Order to Bobcat of the Quad Cities, in the Amount of \$15,069, for a Trailer for Greenwood Cemetery.

14. * APPROVAL OF BILLS

It is recommended bills totaling \$3,381,936.29, 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. December 7, 2023 Bills for Approval

15. PUBLIC HEARING

- A. Public Hearing for West Hill Phase 6C Discussion of Potential Environmental Impacts
- B. Public Hearing on the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project

16. BOARDS AND COMMISSIONS

17. FROM THE CITY ADMINISTRATOR

- A. Second Reading of an Amended ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations. The amended ordinance presented for a second reading removes the proposed changes to section 6-8-1-L -3, i and j and retains the changes to 6-8-1-L-3, g and h, 6-8-1, P and V, and 6-8-3 B. The amended ordinance presented retains the prohibition of all snakes that are venomous or constrictors.
- B. Resolution Approving the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project (Public Hearing - B)

- C. Resolution Approving the Contract and Bond for the Downtown Revitalization Program to Cornerstone Commercial Contractors, Inc. in the Amount up to \$1,320,023.00
- D. Resolution Accepting Completed Work Performed by Mid-American Golf & Landscape for the Soccer Complex Irrigation Replacement Project, Approving a Change Order in the amount of \$13,133.96, and Authorizing Final Payment of \$192,892.48, including 5% retainage to be released 30 days from the date of this acceptance.
- E. Resolution Accepting Completed Work Performed by the Henley Group, LLC. for the Taylor Park Splashpad Project and Authorizing Final Payment of \$37,052.21, including 5% retainage to be released 30 days from the date of this acceptance.
- F. Resolution Accepting Completed Work by Heuer Construction, Inc. for the Fulliam Avenue Reconstruction Project - Phase 1 in the Amount of \$989,980.26.
- G. Resolution to Approve a Contract and Bond with Central Petroleum Equipment Company for the Fuel System Replacement Project at the Public Works Facility, in the Amount of \$468,386.32.
- H. Resolution Accepting Dedications of Right of Way; Sanitary Sewer Easement; Public Street Improvements; and Public Sanitary Sewer Improvements from Love's Travel Stops & Country Stores.
- I. Resolution Approving Amended Development Agreement with Love's Travel Stops & Country Stores, Inc.
- J. Request to Approve Amendment #2 to the Lease Agreement for Agriculture Land on the Muscatine Municipal Airport Property
- K. Request for Authorization to Submit a Certified Local Government Grant Application on Behalf of the Muscatine Historic Preservation Commission for funding to Conduct an Intensive Underground Railroad Survey and Host the 2025 Preserve Iowa Summit
- L. Request to Approve the Issuance of a Purchase Order in the amount of \$27,925.00 to Star Equipment for the Purchase of a Portable Air Compressor.
- M. Request to approve a Purchase Order to Van Wall Equipment in the amount of \$32,000 for a Triplex Mower for Golf Course Operations.
- N. Request to Enter Into an Engineering Services Agreement with McClure Engineering Company for a Feasibility Study for the Relocation of the Dredge Dewatering Site for \$9,500
- O. Request to Approve a Purchase Order to Bobcat of the Quad Cities in the amount of \$51,497.01 For The Purchase of A Compact Excavator For Greenwood Cemetery
- P. Request to approve purchase order to Van Wall Equipment for \$45,250 for a spray rig at the golf course.

18. MAYOR AND COUNCIL REPORTS

19. ADJOURNMENT

20. OTHER BUSINESS-

- A. Exempt Session - Exempt Session Pursuant to Iowa code 20.17(3) and Iowa Code 21.9 to Discuss Collective Bargaining Strategy and Employment Conditions.



City of Muscatine

CITY COUNCIL MINUTES

Thursday, November 16, 2023

1. **CALL TO ORDER**

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

2. **INVOCATION- Pam Saturnia, First Presbyterian Church**

3. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne, Peggy Gordon(virtually), 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 Angie Lewis, seconded by Councilmember Jeff Osborne moved to approve the agenda as presented. Vote: Ayes -7, Nays - 0, Motion Passed.

7. **COMMUNICATIONS - CITIZENS**

Jim Elias - 2629 Canterbury Rd was present to share regarding the installation of the new "Zenith" structure at the 2nd Street and Mulberry Roundabout. Mr. Elias thanked all involved in making this happen.

Karl Reichert-3402 Tipton Rd. was present to share his recommendations regarding City Officials. Mr. Reichert stated this is the most positive City Council he has seen in years. Mr. Reichert suggested to City Council that they return the powers to the Mayor that were stripped from the position by a former City Council. He also stated the City Councilmembers should be paid equal to the Muscatine Board of Supervisors Members and that the City should do whatever it takes to keep the current City Administrator.

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

Councilmember Lewis questioned what powers had been taken away from the mayor. City Administrator Webb stated she would look into that and get back to council with the information.

9. CONSENT AGENDA * (ITEMS 10-14)

Councilmember Angie Lewis, seconded by Councilmember DeWayne Hopkins, moved to approve the Consent Agenda including Items 10-14. Ayes - 7 , Nays - 0, Motion passed

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. November 2, 2023 City Council Regular Meeting Minutes
- B. November 9, 2023 City Council In-Depth Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request for Renewal of a Class "E" Retail Alcohol License for Kum & Go #1436, 416 Cedar Street – Kum & Go LC (pending inspections)
- B. Request for Renewal of a Class "C" Retail Alcohol License and Outdoor Service for Contrary Brewing Company, 411 West Mississippi Drive – Contrary Brewing LLC (pending inspections)
- C. Request for Renewal of a Class "E" Retail Alcohol License for Westside Store, 2201 Houser Street – West Side Houser Mart LLC (pending inspections)
- D. Request on First Reading on a New Class "C" Retail Alcohol License for The OB, 101 West Mississippi Drive – The OB LLC (pending inspections and insurance)
- E. Request for a Class "C" Retail Alcohol Permit (5-day Alcohol Permit) for The Tipsy Traveler's LLC, 2107 Stewart Road – The Tipsy Traveler's LLC (pending inspections)
- F. Request for Renewal of a Class "C" Retail Alcohol License for Flaming Embers, 131 West 2nd Street – Flaming Embers Inc. (pending inspections and insurance)
- G. Request for Renewal of a Class "C" Retail Alcohol License for Hubble's Tap, 214 East 2nd Street – Hubble's Glenda LLC (pending inspections and insurance)
- H. Request for renewal of a Class "C" Beer Permit for New York Dollar Store, 109 East 2nd Street – Antonio Sosa (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

- A. November 2, 2023 County Board of Supervisors Meeting Minutes
- B. November 6, 2023 County Board of Supervisors Meeting Minutes

C. October 30, 2023 Board of Supervisors Meeting Minutes

13. *** PURCHASE ORDERS**

14. *** APPROVAL OF BILLS**

A. November 16, 2023 Bills for Approval

15. **PUBLIC HEARING**

16. **BOARDS AND COMMISSIONS**

17. **FROM THE CITY ADMINISTRATOR**

A. Second Reading of Ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations
Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne, moved to approve the second reading of the ordinance.

Don Becker, 1306 New Hampshire Street, was present to share his support for the changes to code that would allow for certain types of snakes to be kept by residents in the city limits. Mr. Becker states that limiting constrictors is unfounded, as several types of constrictors are native to Muscatine and can be found in the wild.

Kevin Madsen, 2605 Dawson St, was present to state he is not opposed to pet snakes but is opposed to having a business of breeding and selling snakes in a residential area. Mr. Madsen brought a petition signed by 177 residents opposing the breeding and selling of snakes in a residential zoned area.

Shanda Good, 1716 Bandag Dr. was present to share her support of the code changes that would allow for snakes to be kept by residents.

Andrew Keefe, 1209 Vista Court was present to share his support of the code changes allowing for snakes to be kept as pets by residents.

Sara Mullins, 921 W.3rd Street was present to state she is in support of the keeping of snakes as pets. She stated having a law to ban snakes that are smaller than many of the native wild snakes is arbitrary.

City Administrator Webb made clarification to what the vote was concerning for this item and that the home based business issue was not part of the code being voted on.

Councilmember Dennis Froelich made a motion to amend the ordinance by removing the proposed changes to section 6-8-1-L -3 i and j and to retain the changes to 6-8-1-L-3 g and h, 6-8-1 P and V, and 6-8-3 B. Seconded by Councilmember Jindrich.

Councilmember Osborne stated the public concern is not against snakes but against business in residential areas and the volume of snakes and/or rats. Mr. Osborne suggested limiting the number of snakes a person can keep.

Councilmember Jindrich is in favor of amendment and stated he feels the number of snakes in the resident is excessive. He stated he feels the number of snakes in this home is detrimental to the neighborhood.

Councilmember Lewis stated she is not opposed to the snakes but as a councilmember she needs to vote regarding what the people want and feels that the citizens are against this many snakes in a residential area.

Councilmember Froelich stated he has received many phone calls and emails from residents stating this is not the appropriate place to house the amount of snakes and rats that are being housed.

Councilmember Brockert does not agree with the breeding of snakes and rats in a residential area.

Councilmember Osborne stated he was not happy with the amendment but feels he needs to vote with the majority of the residents.

Vote: Ayes - 6, Nays - 1,(Gordon) Amdendment to the Motion Passed.

Vote to approve the original motion as amended.

Vote Ayes - 7, Nays - 0 Motion passed.

City Administrator Webb stated the amended ordinance voted on tonight would be considered the first reading and would be brought back to council for 2 additional readings prior to being passed.

B. Third and Final Reading of an Ordinance Creating a Construction Appeal & Advisory Board

Councilmember Dennis Froelich, Seconded by Councilmember Peggy Gordon, moved to Adopt the Ordinance on third and final reading and to direct for its publication as required by law. Vote: Ayes - 7, Nays - 0, Motion Passed.

C. Resolutions (15) Approving Annual Appropriations for TIF Rebates for Fiscal Year 2024/2025:

- I Resolution Providing for the Appropriation of an Amount not to Exceed \$320,000 for the Wal-View Developments Project #1 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember Dennis Froelich

moved to Adopt the Resolution.

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

- II Resolution Providing for the Appropriation of an Amount not to Exceed \$175,000 for the Wal-View Developments Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.

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

- III Resolution Providing for the Appropriation of an Amount not to Exceed \$60,000 for the Musco Sports Lighting Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember DeWayne Hopkins, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.

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

- IV Resolution Providing for the Appropriation of an Amount not to Exceed \$38,000 for the Harrison Lofts, LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember John Jindrich moved to Adopt the Resolution.

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

- V Resolution Providing for the Appropriation of an Amount not to Exceed \$400,000 for the Riverview Hotel Development TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.

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

- VI Resolution Providing for the Appropriation of an Amount not to Exceed \$107,000 for the HNI Corporation TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.

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

- VII Resolution Providing for the Appropriation of an Amount not to Exceed \$78,000 for the White Distribution & Supply LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.

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

- VIII Resolution Providing for the Appropriation of an Amount not to Exceed \$73,000 for the Bush Development, LLC/ Hershey Development LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember John Jindrich, seconded by Councilmember Nadine Brockert

moved to Adopt the Resolution.

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

- IX Resolution Providing for the Appropriation of an Amount not to Exceed \$30,000 for the JNB Oak Park, LP TIF Rebate for the Fiscal year Beginning July 1, 2024.
Councilmember Angie Lewis, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- X Resolution Providing for the Appropriation of an Amount not to Exceed \$40,000 for the NPSW Enterprises, LLC TIF Rebate for the First Phase of the Arbor Commons Development for the Fiscal year Beginning July 1, 2024.
Councilmember Dennis Froelich, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XI Resolution Providing for the Appropriation of an Amount not to Exceed \$14,000 for the FridleyTheatres Outlot #1 Development for the Fiscal Year Beginning July 1, 2024.
Councilmember Angie Lewis, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XII Resolution Providing for the Appropriation of an Amount not to Exceed \$40,000 for the Colorado Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.
Councilmember John Jindrich, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XIII Resolution Providing for the Appropriation of an Amount not to Exceed \$36,000 for the Grandview Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XIV Resolution Providing for the Appropriation of an Amount not to Exceed \$30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF Rebate for the Fiscal Year Beginning July 1, 2024.
Councilmember John Jindrich, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XV Resolution Providing for the Appropriation of an Amount not to Exceed \$70,000 for the Love's Travel Stops & Country Stores, Inc. TIF Rebate for the Fiscal Year beginning July 1, 2024.

Councilmember DeWayne Hopkins, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

D. Resolutions (4) Approving Internal Advances of Funds for Tax Increment Urban Renewal Projects

- I Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program
Councilmember Jeff Osborne, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

- II Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

- III Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

- IV Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program
Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
Councilmember Lewis had questions regarding what constitutes downtown that were addressed by City Administrator Webb. Ms. Webb stated all of 2nd Street is considered the downtown area.

- E. Resolution Recognizing Muscatine Community Heart & Soul and the Discovery of What Matters Most to the Residents of Our Town
Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

- F. Resolution Amending Abatement Administrative Fee in Appendix D of City Code
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.

- G. Resolution Reaffirming the Ambulance Service Fee Schedule Effective July 1, 2020 and Reaffirming the City's Legal Authority to Collect Such Fees
Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- H. Resolution Awarding Contract to Heuer Construction in the Amount \$13,001 for the Demolition of a Structure and Removal of Cargo Containers Located at 1522 Grand Ave
Councilmember John Jindrich, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- I. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees to Private Properties
Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- J. Resolution Setting a Public Hearing on the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project
Councilmember Angie Lewis, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- K. Request to Accept Lead Hazard Reduction and Healthy Homes Grant for \$2,956,932.31.
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
Councilmember Jindrich had Questions regarding the use of tax dollars to do what a land lord should be doing.
Community Development Director, Jodi Royal-Goodwin, stated that any owner or renter occupied home visited or occupied by a child 6 or under is eligible for this program. She states there is a cost share of 15% to the owner for the lead remediation of the home and the home has to be occupied by a low income family and remain a low income home for the next 5 years.
Councilmember Gordon had questions regarding the completion of the 65 targeted homes.
Ms. Royal-Goodwin stated this is a 4 year grant and should be started the first of the year.
- L. Resolution Amending the Non-Union Pay Plan to add two staff positions fully funded through the Lead Hazard Reduction and Healthy Homes Grant
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.

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

Councilmember Froelich asked for clarification regarding the length of service that these staff members would provide that were addressed by City Administrator Webb. she stated they would be employed for the duration of the grant and then would be terminated of that position.

- M. Request to Approve Annual Urban Renewal Report for Fiscal Year 2022/2023
Councilmember Angie Lewis, seconded by Councilmember John Jindrich moved to Approve the Request.

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

- N. Request to sign the Preservation Easement agreement with the Iowa State Historic Preservation Office for the purpose of preserving the Japanese Garden at the Laura Musser McColm Historic District / Muscatine Art Center following the conditions of the Paul Bruhn Historic Preservation Program grant award for the Japanese Garden,

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Approve the Request.

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

18. MAYOR AND COUNCIL REPORTS

Councilmembers gave updates on activities in the Muscatine area and wished all the residents of Muscatine a Happy Thanksgiving.

Councilmember Osborne asked staff to bring back to an in-depth meeting a discussion regarding limiting the number of pets a residence can have and if limited could snakes be allowed.

City Administrator Webb gave a shout out to the Finance Department for their hard work on the TIF Resolutions.

19. ADJOURNMENT

Councilmember None moved the meeting be adjourned at 7:03 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:

Alex Nagy/Twisted Cat

Address: 705 N. 4th Street,

Telephone Number: 573-723-2127

E-mail Address: Twistedcatoutdoors@gmail.com

2. Type of event that is planned:

Catfishing tournament on Saturday, with dinner and informational meeting on Friday night. GMCCI may assist in adding complimentary activities, such as things for families to do. We are discussing possibly having food trucks available on Friday night for the anglers to eat from and hang out along the riverfront at Pearl City Station.

3. Proposed location:

Harbor next to Pearl City Station for launching boats, Pearl City Station for activities, PCS parking lot for boats and trucks, and grassy area downriver for weigh in and spectators.

4. Date(s)/Time(s): 3pm on Friday 8/3 - 8pm on Saturday 8/4

5. Expected length of use: Afternoon of 8/3 - evening of 8/4

6. Expected size of group: 50-75 boats with 175-250 anglers

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

Alex Nagy, Twisted Cat

Address(es): 705 North 4th Street

Telephone Number(s): 573-723-2127

E-mail Address(es): twistedcatoutdoors@gmail.com

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

Alex will be the MC for weigh in. Other featured entertainers or speakers TBD.

9. List mechanical or electronic equipment to be used:

Small generator & QSC K12 PA Speaker

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

Boats in the event (50-75) and potentially golf carts - TBD.

11. Number and types of animals to be used:

None

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

QSC K12 Speaker

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:

Twisted Cat Outdoors Staff

14. All plans for the provision of security:

None needed. Extra patrol of riverfront on Friday, 8/3 may be useful since the riverfront will have many fishing boats & equipment.

15. Beer or wine consumption? Yes ☒ No ☐

16. Describe any items to be sold or distributed:

Twisted Cat Merch to be sold
Friday night at Pearl City Station beer may be served - Details TBD.

17. Is water connection requested: Yes ☒ No ☐

18. Is electricity requested: Yes ☒ No ☐

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

If yes, please attach.

If no, please explain:

Same as 2023 event.

20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes ☒ 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.

Alex Nagy

Authorized Representative

8/29/2024

Date



TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

Comments:



Richard Klimes
Parks & Recreation

01/12/2023

Date

Pre-event meeting required.



Jodi Royal-Goodwin
Community Development

01/12/2023

Date

n/a



Brian Stineman
Public Works

01/12/2023

Date

N/A



A.Kies
Police Chief

02/12/2023

Date

1 Officer needed



Jerry Ewers
Fire Chief

12/01/2023

Date

N/A

FINAL APPROVAL:

Carol A. Webb
City Administrator

12/01/2023

Date

N/A

EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☐ YES ☐ NO

Parks & Recreation Date

Comments:

☐ YES ☐ NO

Community Development Date

☐ YES ☐ NO

Public Works Date

☐ YES ☐ NO

Police Chief Date

☐ YES ☐ NO

Fire Chief Date

FINAL APPROVAL:

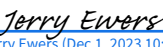
☐ YES ☐ NO

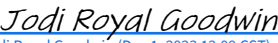
City Administrator Date

Signature: 
Brian Stineman (Dec 1, 2023 11:09 CST)
Email: bstineman@muscatineiowa.gov

Signature: 
A. KIES (Dec 2, 2023 08:03 CST)
Email: akies@muscatineiowa.gov

Signature: 
Rich Klimes (Dec 1, 2023 14:59 CST)
Email: rklimes@muscatineiowa.gov

Signature: 
Jerry Ewers (Dec 1, 2023 10:38 CST)
Email: jewers@muscatineiowa.gov

Signature: 
Jodi Royal Goodwin (Dec 1, 2023 12:09 CST)
Email: jroyal-goodwin@muscatineiowa.gov

Signature: 
Carol Webb (Dec 1, 2023 10:35 CST)
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:

Greater Muscatine Chamber of Commerce & Industry

Address: 208 W 2nd Street, Suite 201

Telephone Number: 563-263-8895

E-mail Address: dferreira@muscatine.com

2. Type of event that is planned:

The 4th Annual Pearl City Vintage Market. A market featuring handmade, vintage, new, and re-purposed goods on the Riverfront. This will be the 4th year for the event which has seen 2,000+ attendees and 50+ vendors in past years. The event includes food trucks, live music, and kid friendly activities

3. Proposed location:

Muscatine Riverfront. Small parking lot by basketball courts, and some parking in main lot for vendor vehicles. Will need to utilize the bike path on both sides upon entry and exit of vendor vehicles. We do not need the Pearl City Station, but would like to know if it's rented out for an event that day to make sure we are aware of additional traffic.

4. Date(s)/Time(s): Saturday, October 12, 2024

5. Expected length of use: October 11th for fence set up and marking vendor spots. All day the 12th w/ tear-down in the evening.

6. Expected size of group: 2,500

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

Dena Ferreira - Director of Marketing & Events for GMCCI
Vendors TBD

Address(es): 208 W 2nd Street, Suite 201

Telephone Number(s): 563-263-8895 (Office) 563-299-4345 (Cell)

E-mail Address(es): dferreira@muscatine.com

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

TBD

9. List mechanical or electronic equipment to be used:

Some power needed for musician only. Vendors will be asked to provide their own generators.

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

Trailers & trucks will need access to trail to drop off/pick up their vendor set-ups. 3-4 Golf carts to transport guests. Food trucks.

11. Number and types of animals to be used:

None

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

Will hire 2 bands or individual musicians who will provide their own amplification

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:

GMCCI staff and volunteers including students from MHS receiving Silver Cord hours
Hired police officers

14. All plans for the provision of security:

Will work with City on the appropriate amount of police coverage

15. Beer or wine consumption? Yes ☒ No ☐

16. Describe any items to be sold or distributed:

Beer & wine tent, food trucks, vendor items

17. Is water connection requested: Yes ☐ No ☒

18. Is electricity requested: Yes ☒ No ☐

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

If yes, please attach.

If no, please explain:

Please refer to the diagram from 2023. I will send over any revisions for this year closer to the pre-event meeting. We would also like picnic tables and trash cans again this year.

20. Do you understand that you will be financially responsible for all site restoration needed to restore the site to pre-event status? Yes ☒ 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.

Dena Ferreira

Authorized Representative

11/17/2023

Date

EVENT: _____

TO BE COMPLETED BY CITY DEPARTMENTS:

I have reviewed the attached application with the following recommendations:

Recommend
Approval

☒
YES

☐
NO

Richard Blincoe
Richard Blincoe (Dec 4, 2023 12:04 CST)
Parks & Recreation 12/2/23
Date

Comments:

Approval subject to attendance
at the pre-event meeting.

☒
YES

☐
NO

Jodi Royal-Goodwin
Jodi Royal-Goodwin (Dec 1, 2023 11:52 CST)
Community Development Date

☒
YES

☐
NO

[Signature]
[Signature] (Dec 1, 2023 11:31 CST)
Public Works 12/1/23
Date

N/A

☒
YES

☐
NO

A. Kios
A. Kios (Dec 2, 2023 08:00 CST)
Police Chief Date

☒
YES

☐
NO

Jerry Evers
Jerry Evers (Dec 1, 2023 12:41 CST)
Fire Chief 12/1/23
Date

N/A

FINAL APPROVAL:

☒
YES

☐
NO

Carol
Carol (Dec 3, 2023 12:01 CST)
City Administrator 12/03/2023
Date

Muscatine County Board of Supervisors
Monday, November 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 claims dated November 13, 2023 in the amount of \$770,230.81. Ayes: All.

Planning and Zoning Administrator Eric Furnas addressed the Board regarding a letter of support for the City of Durant's Iowa Department of Agriculture and Land Stewardship grant application for the Feldhahn/Mud Creek Storm Water Quality Wetland Initiative project. Furnas recommended the Board support this initiative as the Lower Cedar River Watershed Management Area is affected by Mud Creek which the Board has identified as a priority area.

On a motion by Sorensen, second by Kirchner, the request for a letter of support for the City of Durant's Iowa Department of Agriculture and Land Stewardship grant application for the Feldhahn/Mud Creek Storm Water Quality Wetland Initiative project was approved. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved the following utility permits: Eastern Iowa Light and Power REC, Wilton, Iowa – bore 2” duct for a 7,200V cable, from a new grade level transformer that will be placed next to an existing pole on the west side of Vail Ave, to the east, into private property of Vail Holdings LLC, Sweetland Township Section 1, T77N-R1W; bore 2” duct across X61 to a railroad building. Intersection of Box Car Rd and X61, Section 32, T76N-02W; bore primary cable under Atwood Ave. for a new service. It will be in innerduct from the transformer to the cabinet on the west side of Atwood Ave. Sec 6, T77N-04W. Ayes: All.

Muscatine County Engineer Bryan Horesowsky updated the Board on the Region 9 RPA (Regional Planning Affiliation) Technical committee meeting held on October 30, 2023. The focus of the meeting was the new evaluation process for projects. The goal was to make the process more transparent, as well as, easier to explain which projects were awarded and why. Sauer thanked Horesowsky for the update and noted that he was very pleased with how the ditches looked on New Era Road. Horesowsky stated that many of the property owners do not have the heavy equipment to tackle this type of clearing and the brush clearing should make it easier for property owners to maintain upkeep going forward.

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

Correspondence:

Kirchner received communication from Loren Wear on Evans Avenue regarding some potholes in the road. He recommended Wear discuss this with Muscatine County Engineer Bryan Horesowsky.

Kirchner received communication from Ethan Anderson, Mayor of West Liberty.
Kirchner discussed the communication with Muscatine County Attorney Jim Barry.

Committee & Meeting Reports:

Kirchner attended a WELEAD (West Liberty Economic Area Development) meeting on November 10, 2023. After which, he attended a WELEAD quarterly business luncheon.

On a motion by Sorensen, second by Chick, the Board approved a position change in General Services. Nathan Sneath was given the new job title of Maintenance Worker I. Sneath previously held a Maintenance Worker II position and according to Administrative Services Director Nancy Schreiber has completed all required training for the new position. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board approved a contract with MRA for Compensation Services for Muscatine County. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved health plan consulting services with Assured Partners in the amount of \$10,000. Schreiber stated there was one change to the contract, which added language stating if Muscatine was not satisfied with the service at the end of the project, Assured Partners will refund the money. Ayes: All.

Schreiber stated she has received a resignation letter from Chris Scholz from the Board of Health. Schreiber will post a notice of vacancy to find somebody to fill that position.

Muscatine County Attorney Jim Barry addressed the Board with an update regarding the 245th Street Bridge Project. Barry stated the committee recommend providing a formal report to the Board on November 20, 2023 to discuss the next steps and asked to be placed on the agenda. Barry noted the delay in getting on the agenda was to allow time for those who wish to attend and participate in the November 20, 2023 meeting.

The meeting was adjourned at 9:13 A.M.

ATTEST:

Cathy Ribbink
2nd Deputy Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, November 14, 2023

The Muscatine County Board of Supervisors met in a special 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 Chick, the agenda was approved as presented. Ayes: All.

The Muscatine County Board of Supervisors met as a Board of Canvassers for the city and school elections held Tuesday, November 7, 2023. The Board of Canvassers certified the following results to be a true and correct abstract of the votes cast in the elections:

CITY OF MUSCATINE

Mayor (two-year term) – there were 1,927 votes cast: Brad Bark received 1,664 votes and there was a scattering of 59 votes. Brad Bark was elected.

Councilmember At-Large (four-year term) – there were 1,927 votes cast: Matt Conard received votes 1,536 and there was a scattering of 32 votes. Matt Conard was elected.

Councilmember-1st Ward (four-year term) – there were 611 votes cast: Don Lampe received 474 votes and there was a scattering of 12 votes. Don Lampe was elected.

Councilmember-3rd Ward (four-year term) – there were 579 votes cast: Peggy Gordon received 360 votes and Madison O’Brien-Espinoza received 155 votes and there was a scattering of 2 votes. Peggy Gordon was elected.

Councilmember-5th Ward (four-year term) – there were 317 votes cast: John P. Jindrich received 247 votes and there was a scattering of 9 votes. John P. Jindrich was elected.

CITY OF ATALISSA

Mayor (two-year term) – there were 69 votes cast: Angie Dickey received 39 votes and Kandice Blick received 27 votes and there was a scattering of 2 votes. Angie Dickey was elected.

Councilmember At-Large (four-year term-three positions) – there were 207 votes cast: Annie Gerstbrein received 47 votes, Brian VanDusen received 26 votes, Tim Devore received 12 votes and there was a scattering of 37 votes. Annie Gerstbrein, Brian VanDusen and Tim DeVore were elected.

CITY OF BLUE GRASS

Mayor (two-year term) – there were 5 votes cast: Brad Schutte received 5 votes. Scott County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

Councilmember At-Large (four-year term-three positions) – there were 15 votes cast: Timothy J. Brandenburg received 5 votes, Schuyler Dean Bowman Jr. received 4 votes, Robert W. Blok received 4 votes. Scott County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

CITY OF BLUE GRASS

Public Measure SX – “Shall the two-year term of Mayor be changed to a four-year term?” There were 5 votes cast: 2 votes were cast “YES” in favor of the public measure and 2 votes were cast “NO” against the public measure and there was one under vote. Scott County is the Control County

for this election and totals from Muscatine County are added to other counties to determine the winner.

CITY OF CONESVILLE

Mayor (two-year term) – there were 52 votes cast: Thomas Van Auken received 41 votes, Forrest Skip Kirk received 8 votes and there was a scattering of 2 votes. Thomas Van Auken was elected.

Councilmember At-Large (four-year term-three positions) – there were 156 votes cast:

Azure Van Auken received 47 votes, Carolina Izaquirre received 36 votes, Kassandra Espinoza received 32 votes and there was a scattering of 9 votes. Azure Van Auken, Carolina Izaquirre and Kassandra Espinoza were elected.

Councilmember At-Large to Fill A Vacancy (unexpired term) – there were 52 votes cast: Hugh Probst received 37 votes and there was a scattering of 7 votes. Hugh Probst was elected.

CITY OF DURANT

Mayor (two-year term) – there were 57 votes cast: Scott Spengler received 52 votes and there was a scattering of 1 vote. Cedar County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

Councilmember At-Large (four-year term, two positions) – there were 114 votes cast:

Kevin Mundt received 36 votes, Brad Utter received 31 votes, Marcus L. Ostofi received 31 votes, and there was a scattering of 1 vote. Cedar County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

CITY OF FRUITLAND

Mayor (two-year term) – there were 80 votes cast: Marty Hills received 11 votes, Justin Allison received 8 votes, Bill Brockert received 6 votes, Shad Fordyce received 5 votes, Jeffrey Brozovich received 3 votes, Jason Smith received 3 votes and there was a scattering of 10 votes. Marty Hills was elected.

Councilmember At-Large (four-year term, two positions) – there were 160 votes cast: Sarah Hillman received 60 votes, Susan Garrett received 50 votes and there was a scattering of 16 votes. Sarah Hillman and Susan Garrett were elected.

CITY OF NICHOLS

Mayor (two-year term) – there were 34 votes cast: Linsey S. Reimers received 27 votes and there was a scattering of 2 votes. Linsey S. Reimers was elected.

Councilmember At-Large (two-year term, five positions) – there were 170 votes cast: Cynthia Massey received 29 votes, Russell E. Grim received 24 votes, Jay Hora received 17 votes, John J. Hudson received 25 votes, Kelsie Lampe received 29 votes, and there was a scattering of 5 votes. Russell E. Grim, John J. Hudson, Jay Hora, Kelsie Lampe and Cynthia Massey were elected.

CITY OF STOCKTON

Mayor (two-year term) – there were 62 votes cast: Lance McConnell received 46 votes, and there was a scattering of 4 votes. Lance McConnell was elected.

Councilmember At-Large (four-year term, three positions) – there were 186 votes cast: Scott Wolf received 55 votes, Cody Drapeaux received 41 votes, Joshua Smyser received 47 votes and there was a scattering of 3 votes. Scott Wolf, Cody Drapeaux and Joshua Smyser were elected.

Councilmember At-Large to Fill A Vacancy (unexpired term)- there were 62 votes cast: Derryl Glenn Van Dee received 44 votes and there was a scattering of 5 votes. Derryl Glenn Van Dee was elected.

CITY OF WEST LIBERTY

Mayor (two-year term) – there were 430 votes cast: Mark Danner Smith received 226 votes, Joe Elizondo received 193 votes and there was a scattering of 3 votes. Mark Danner Smith was elected.

Councilmember At-Large (four-year term, three positions) – there were 1,290 votes cast: Cara McFerren received 300 votes, Joshua Shiltz Costa received 322 votes, Tim Parizek received 20 votes and there was a scattering of 55 votes. Cara McFerren, Joshua Shiltz Costa and Tim Parizek were elected.

CITY OF WILTON

Mayor (two-year term) – there were 245 votes cast: Keith W. Stanley received 216 votes and there was a scattering of 7 votes. Muscatine County is the Control County for this election and totals from Cedar County will be added at a second canvass on November 20th to determine a winner for the Mayor and Councilmember races in the City of Wilton.

Councilmember At-Large (four-year term, three positions) – there were 735 votes cast: Stevie Whitehead received 160 votes, Wayne Budding received 206 votes, Ted Marolf received 171 votes, Michael Rohwer received 110 votes and there was a scattering of 10 votes. Muscatine County is the Control County for this election and totals from Cedar County will be added at a second canvass on November 20th to determine a winner for the Mayor and Councilmember races in the City of Wilton.

COLUMBUS SCHOOL BOARD MEMBER (four-year term, two positions) – there were 108 votes cast: Stacy Storm received 51 votes, Dan Heindel received 41 vote and there was a scattering of 0. Louisa County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

DAVENPORT SCHOOL BOARD MEMBER (four-year term-four positions) – there were 52 votes cast: Karen Kline-Jerome received 4 votes, Linda Hayes received 5 votes, Daniel Gosa received 4 votes, Andrew Kaufman received 10 votes, Connie King received 3 votes, Kent Paustin received 10 votes and there was a scattering of 1 vote. Scott County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

DAVENPORT SCHOOL BOARD MEMBER to Fill a Vacancy (unexpired term) – there were 13 votes cast: W. Kent Barnds received 8 votes and there was a scattering of 1 vote. Scott County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

DURANT SCHOOL BOARD MEMBER (four-year term, three positions) – there were 702 votes cast: Tara Lindsay received 162 votes, Marie Richman received 165 votes, Carla Whitlock received 163 votes and there was a scattering of 4 votes. Cedar County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

DURANT SCHOOL PUBLIC MEASURE DQ – there were 234 votes cast. Shall the following public measure be adopted? Shall the Board of Directors of the Durant Community School District in the Counties of Cedar, Muscatine, and Scott, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$11,060,000 to provide funds to renovate, remodel, repair, improve, expand, furnish and equip portions of the existing building, including gymnasium spaces, classrooms, HVAC and electrical systems, and administrative office spaces, including security improvements? 115 votes were cast “YES” in favor of the public measure and 119 votes were cast “NO” against the question. Cedar County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

DURANT SCHOOL PUBLIC MEASURE DR – there were 234 votes cast. Shall the following public measure be adopted? Shall the Board of Directors of the Durant Community School District in the Counties of Cedar, Muscatine, and Scott, State of Iowa, for the purpose of purchasing and improving grounds; constructing schoolhouses or buildings and opening roads to schoolhouses or buildings; purchasing of buildings; purchase, lease or lease-purchase of technology and equipment; paying debts contracted for the erection or construction of schoolhouses or buildings, not including interest on bonds; procuring or acquisition of libraries; repairing, remodeling, reconstructing, improving, or expanding the schoolhouses or buildings and additions to existing schoolhouses; expenditures for energy conservation; renting facilities under Iowa Code Chapter 28E; purchasing transportation equipment for transporting students; lease purchase option agreements for school buildings or equipment; purchasing equipment authorized by law; or for any purpose or purposes now or hereafter authorized by law, be authorized for a period of ten (10) years to levy and impose a voter-approved physical plant and equipment tax of not exceeding One Dollar Thirty-Four Cents (\$1.34) per One Thousand Dollars (\$1,000) of assessed valuation of the taxable property within the school district, and be authorized annually, in combination, as determined by the board, to levy a physical plant and equipment property tax upon all the taxable property within the school district commencing with the levy of property taxes for collection in the fiscal year ending June 30, 2025, and to impose a physical plant and equipment income surtax upon the state individual income tax of each individual income taxpayer resident in the school district on December 31 for each calendar year commencing with calendar year 2024, or each year thereafter? 110 votes were cast “YES” in favor of the public measure and 123 votes were cast “NO” against the question. Cedar County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

LOUISA-MUSCATINE SCHOOL BOARD MEMBER (four-year term, three positions) – there were 378 votes cast: Matt McCleary received 112 votes, Bryce Hoben received 93 votes, Carol Whittaker received 80 votes and there was a scattering of 9 votes. Muscatine County is the Control County for this election and totals from Louisa County will be added at a second canvass on November 20th to determine a winner.

MUSCATINE SCHOOL BOARD MEMBER (four-year term, four positions)– there were 9,488 votes cast: Kim Schneider received 1,474 votes, Dennis Schuur received 1,456 votes, John Dabeet received 1,373 votes, Karen Cooney received 1,319 votes, Jennifer Lofgren received 324 and there was a scattering of 38 votes. Kim Schneider, Dennis Schuur, John Dabeet and Karen Cooney were elected.

MUSCATINE SCHOOL PUBLIC MEASURE QD - there were 2,372 votes cast. Shall the following public measure be adopted? To adopt a Revenue Purpose Statement specifying the use of revenues the Muscatine Community School District will receive from the State of Iowa Secure an Advanced Vision for Education Fund? There were 2,372 votes cast: 1,815 votes were cast “YES” in favor of the public measure and 317 votes were cast “NO” against the question. Public Measure QD for the Muscatine Community School District was adopted.

WEST LIBERTY SCHOOL BOARD MEMBER (four-year term, three positions) – There were 2541 votes cast: Courtney Crees received 239 votes, Jacob Burroughs received 394 votes, Audra Daufeldt received 426 votes, Emily Daufeldt received 301 votes, Hannah Chesmore-Potts received 321 votes, Kira Achen received 379 votes, Samira Deahr received 204 votes, Joshua B. Jackson received 101 votes and there was a scattering of 3 votes. Muscatine County is the Control County for this election and totals from Cedar County will be added at a second canvass on November 20th to determine a winner.

WILTON SCHOOL BOARD MEMBER (four-year term, three positions) – there were 783 votes cast: Tom Fitzer received 223, Tim Barrett received 231 votes, Sam Wilson received 206 votes and there was a scattering of 3 votes. Muscatine County is the Control County for this election and totals from Cedar and Johnson Counties will be added at a second canvass on November 20th to determine a winner.

EASTERN IOWA COMMUNITY COLLEGE MERGED AREA IX-DIRECTOR DISTRICT 8 To Fill a Vacancy (unexpired term) – there were 2498 votes cast: Yuliana Diaz received 1760 votes and there was a scattering of 29 votes. Scott County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

EASTERN IOWA COMMUNITY COLLEGE MERGED AREA IX-DIRECTOR DISTRICT 9 (four-year term, one position)- there were 1396 votes cast: Michelle L. Garvin received 1,050 votes and there was a scattering of 11 votes. Scott County is the Control County for this election and totals from Muscatine County are added to other counties to determine the winner.

County Auditor Tibe Vander Linden thanked the Sheriff Deputy Reserve Officers who volunteered their time to deliver election night results to the Auditor's office and thanked the election workers for their commitment.

The meeting was adjourned at 9:17 A.M.

ATTEST:

Cathy Ribbink
2nd Deputy Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, November 20, 2023

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

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

Muscatine County Assessor's Office Manager Kelly Crull presented the 2023 Family Farm Credit applications for the Board to approve/disallow. Crull recommended the Board approve all applications, except one, a property owned by Black Dirt LLC which did not qualify for the exemption this year due to not owning the property on or before the application cutoff date of July 1, 2023. Crull stated the property would qualify for next year's credit.

On a motion by Sorensen, second by Kirchner, the Board approved the 2023 Family Farm Credit applications as recommended by the Muscatine County Assessor, with Kelly Crull of the Assessor's Office. Ayes: All.

Muscatine County Auditor Tibe Vander Linden presented the second-tier results of the City and School Elections held on November 7, 2023, where Muscatine County was the control county.

The Muscatine County Board of Supervisors met as a Board of Canvassers for the second-tier city and school elections held Tuesday, November 7, 2023. The Board of Canvassers certified the following results to be a true and correct abstract of the votes cast in the elections:

CITY OF WILTON

Mayor (two-year term) – there were 245 votes cast: Keith W. Stanley received 216 votes and there was a scattering of 7 votes. Keith W. Stanley was elected.

Councilmember At-Large (four-year term, three positions) – there were 735 votes cast: Stevie Whitehead received 160 votes, Wayne Budding received 206 votes, Ted Marolf received 171 votes, Michael Rohwer received 110 votes and there was a scattering of 10 votes. Stevie Whitehead, Wayne Budding and Ted Marolf were elected.

LOUISA-MUSCATINE SCHOOL BOARD MEMBER (four-year term, three positions) – there were 870 votes cast: Matt McCleary received 242 votes, Bryce Hoben received 222 votes, Carol Whittaker received 184 votes and there was a scattering of 15 votes. Bryce Hoben, Matt McCleary and Carol Whittaker were elected.

WEST LIBERTY SCHOOL BOARD MEMBER (four-year term, three positions) – There were 2,608 votes cast: Courtney Crees received 245 votes, Jacob Burroughs received 404 votes, Audra Daufeldt received 434 votes, Emily Daufeldt received 311 votes, Hannah Chesmore-Potts received 327 votes, Kira Achen received 385 votes, Samira Deahr received 217 votes, Joshua B. Jackson received 104 votes and there was a scattering of 3 votes. Jacob Burroughs, Audra Daufeldt and Kira Achen were elected.

WILTON SCHOOL BOARD MEMBER (four-year term, three positions) – there were 924 votes cast: Tom Fitzer received 259, Tim Barrett received 265 votes, Sam Wilson received 235 votes and there was a scattering of 3 votes. Tom Fitzer, Tim Barrett and Sam Wilson were elected.

On a motion by Sorensen, second by Mather, the Board approved the minutes of the November 13, 2023 regular meeting and the November 14, 2023 1st tier canvass of the November 7, 2023 City and School Elections. Ayes: All

Correspondence:

Chick received an email from Bob Moore regarding the 245th Street Bridge. He forwarded the email to Muscatine County Attorney, Jim Barry.
Chick and Sorensen had a meeting with Ken Brooks & Brad Bark regarding the idea to create a county wide Economic Development Organization.
Kirchner met with Danny Christofferson regarding a “Shouse” (Shed/House) building permit. Kirchner discussed the questions with Zoning & Planning Administrator, Eric Furnas. Kirchner will respond back to Christofferson.

Committee & Meeting Reports:

Sorensen attended a Bi-State Regional Planning Commission meeting on November 15, 2023.
Sorensen and Sauer attended a Region 9 Transportation Policy Board meeting on November 16, 2023.
Sorensen and Chick attended a presentation from the City of Muscatine’s Housing Study via Zoom on November 16, 2023.
Mather attended a Muscatine County Veterans Affairs Commission meeting on November 15, 2023.
Mather indicated on November 15, 2023 the Wilton Development Corporation approved a resolution to sell the final lot in the Wilton Industrial Park.
Sauer attended a River Bend Transit Board of Directors meeting on November 15, 2023.
Sauer attended a Muscatine County Board of Health meeting on November 15, 2023.
Sauer and Sorensen attended the retirement party for Conservation Director Curt Weiss on November 17, 2023. Both thanked Weiss for his service to the County.
Chick attended a Bi-State Regional Trails Committee meeting on November 16, 2023.
Kirchner attended a Lower Cedar Watershed Management Authority Committee meeting on November 14, 2023.
Kirchner attended a Muscatine County Fair Board meeting on November 16, 2023.

Community Services Director Felicia Toppert presented the Board with information regarding caseloads for the Community Services employees. Toppert requested the Board approve the hiring of a full-time position to assist with caseload and to cover the medical leave for one of the employees. Sorensen asked Toppert what was the number of caseloads she felt each full-time employee could handle at one time. Toppert stated she would like to balance the caseloads to 75 each. Chick questioned Toppert about the caseloads stating her data shows the same caseload averages over the last five years which has been handled by two full time employees and one part time employee. Chick stated the Auditor’s Office recently asked for an additional employee to help with their increasing workload yet the Board denied the request. Chick stated when the

Community Services employee comes back from medical leave, Toppert would then have three full time and one part time employee handling the same number of caseloads that two full time and one part time employee have handled in the last five years. Toppert stated while the number of caseloads remains consistent, the degree of work for each case has increased. Mather asked if the increase in workload was due to changes in trends or getting more exposure to what is already out there. Toppert stated it was changes in trends. Toppert stated families are less able to take on the responsibilities of caring for their family members.

On a motion by Sorensen, second by Mather, the Board approved hiring a full time Community Services employee. Ayes: Sorensen, Mather, Sauer and Kirchner. Nay: Chick.

On a motion by Sorensen, second by Chick, the Board approved the Chair to sign the Certification Statement for the Muscatine County FY22/23 Cost Allocation Plan. Ayes: All

On a motion by Mather, second by Sorensen, the Board approved Resolution #11-20-23-01 Transferring Funds from the Building Maintenance and Repair Fund to the Capital Projects Fund in the amount of \$531,450.00. Roll Call Vote: Ayes: All

**RESOLUTION #11-20-23-01
TRANSFERRING FUNDS FROM THE BUILDING MAINTENANCE AND REPAIR
FUND TO THE CAPITAL PROJECTS FUND**

WHEREAS, it is desired to authorize the Auditor to transfer from the Building Maintenance and Repair Fund to the Capital Projects Fund to fund a portion of the Courthouse roof repairs; and

WHEREAS, said transfers must be in accordance with Sections 331.429 and 331.432 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$531,450 from the Building Maintenance and Repair Fund to the Capital Projects Fund.

PASSED AND APPROVED this 20th day of November, 2023.

ATTEST: /s/ Cathy Ribbink
2nd Deputy Auditor

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

On a motion by Sorensen, second by Mather, the Board approved Resolution #11-20-23-02 Transferring Funds from the Debt Repayment Fund to the Capital Projects Fund in the amount of \$531,450.00. Roll Call Vote: Ayes: All

**RESOLUTION #11-20-23-02
TRANSFERRING FUNDS FROM THE DEBT REPAYMENT FUND TO THE CAPITAL
PROJECTS FUND**

WHEREAS, it is desired to authorize the Auditor to transfer from the Debt Repayment Fund to the Capital Projects Fund to fund a portion of the Courthouse roof repairs; and

WHEREAS, said transfers must be in accordance with Sections 331.429 and 331.432 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$531,450 from the Debt Repayment Fund to the Capital Projects Fund.

PASSED AND APPROVED this 20th day of November, 2023.

ATTEST: /s/Cathy Ribbink
2nd Deputy Auditor

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

On a motion by Sorensen, second by Kirchner, the Board approved Resolution #11-20-23-03 Transferring Funds from the ARPA Recovery Funds to the Capital Projects Fund in the amount of \$65,500.00. Roll Call Vote: Ayes: All

**RESOLUTION #11-20-23-03
TRANSFERRING FUNDS FROM THE ARPA RECOVERY FUNDS FUND TO THE
CAPITAL PROJECTS FUND**

WHEREAS, it is desired to authorize the Auditor to transfer from the ARPA Recovery Funds Fund to the Capital Projects Fund a portion of the accrued interest to aid in funding the Deep Lakes Park Water Project; and

WHEREAS, said transfers must be in accordance with Sections 331.429 and 331.432 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors that the Auditor is authorized to transfer \$65,500 from the ARPA Recovery Funds Fund to the Capital Projects Fund.

PASSED AND APPROVED this 20th day of November, 2023.

ATTEST: /s/Cathy Ribbink
2nd Deputy Auditor

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

Administrative Services Director Nancy Schreiber addressed the Board regarding the vacancy on the Muscatine County Zoning Commission by Tom Harper who had completed two full terms. Schreiber stated that after completion of a full two terms, the Board typically advertises to fill the vacancy. Tom Harper was the only application received for the position.

On a motion by Sorensen, second by Chick, the Board appointed Tom Harper to an additional five-year term ending November 7, 2028 on the Muscatine County Zoning Commission. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved the November 2023 payroll claims. Ayes: All

Muscatine County Attorney Jim Barry addressed the Board with an update regarding the 245th Street Bridge Project. Barry stated the 245th Street Bridge Committee recommends two options for action on this project. The first option is to replace the 245th Street Bridge with a slab bridge. This option would cost the County an estimated \$1.2 million. The second option would be to vacate and close the road. The County would then pay any appropriate claims of damage and move forward without the bridge being replaced. Barry recommended the Board schedule a meeting to determine what claims for damages will present itself. The Board could then determine how much it would cost the County to vacate the road without replacing the bridge. Once the numbers have been presented, Barry stated it would be up to the Board to determine which option was economically feasible for the County. Barry stated there may be other options for the landowners in the area if they want to own and control the road, but from a County perspective these two options presented are what the Board can decide on. Barry stated it is his recommendation to schedule a hearing as mandated by Iowa Code so landowners can submit claims of damage. He stated there are certain requirements that must be included in the notice as outlined by Iowa Code. Once the Board decides on how to proceed, either a vacation of the road or to replace the Bridge; impacted individuals have the option to file an appeal to the Board's decision, at which time the appeal would go to the District Court in Muscatine County. Barry stated private citizens have other options that the County does not, however, they would need to contact an attorney for their own legal representation as Barry represents the County and cannot assist them. Sauer stated he believes this process would be what the County should do, so the Board can compare expenses and determine where tax dollars are best spent. Barry stated he wants citizens to have a fair opportunity to gather information to present at the meeting, so he would recommend setting the meeting date after the holidays to give them the time needed. Chick stated he doesn't believe the situation should have ever gotten to this point. Chick stated the Board should have addressed the issue years ago. Sorensen stated with the County budgeting process happening in January, it would be good to have the meeting prior to the budget meeting so the County can determine how the budget may be affected.

On a motion by Sorensen, second by Mather, the Board approved setting a meeting for review of vacancy claims of damage to be on or around January 17, 2023. Ayes: Sorensen, Mather, Sauer and Kirchner. Nay: Chick.

Matt Storm, 507 Burlington St. Conesville, Iowa, stated the assessment of claims of damage should include the cost of demolition and removal expenses as it's our responsibility to be good stewards of the land. Storm also asked for additional clarification on who could submit a claim of damage, whether it is only cabin owners or whether landowners could file a claim as well. Barry stated he is unable to provide advice to the private citizens affected by this, however, he can read the statutes that apply to claims of damage from Iowa Code Section 306.14.

Kim Carson, 2440 Edgewater Rd, Conesville, Iowa, stated that as she reads Iowa Code Section 306.14 "...if an occupied homestead is not located on the abutting land and if the vacating or closing of the road would not land lock the abutting land that person shall not have the right..." Carson stated closing of the bridge would land lock the properties because they would not have any access to them. She asked Barry for clarification on what land locked meant. Barry stated he is not in a position to give the landowners any legal advice. He said when claims are made, an assessment will be made on those claims in accordance with the Iowa Code and an opinion rendered to the Board as to whether it is a claim that is viable based on the statute. He stated the Iowa Code is written by Iowa legislation not the County and the County will proceed with the law as it's been passed.

The Board recessed at 9:41 A.M. and reconvened at 9:46 A.M.

On a motion by Mather, second by Sorensen, the Board went into closed session at 9:46 A.M. pursuant to Chapter 21.5.1(j), Code of Iowa, to discuss the purchase or sale of particular real estate only where the premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for the property. Roll Call Vote: Ayes: All

On a motion by Sorensen, second by Chick, the Board returned to open session at 10:14 A.M. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Mather, the Board approved the purchase of property adjacent to Deep Lakes Park, subject to approval by the Muscatine County Conservation Board. Ayes: Sorensen, Mather, Sauer and Kirchner. Nay: Chick.

The meeting was adjourned at 10:15 A.M.

ATTEST:

Tibe Vander Linden
Muscatine County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, November 27, 2023

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Kirchner, Chick, Sauer, Mather 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, the Board approved claims dated November 27, 2023, in the amount of \$796,076.84. Ayes: All.

On a motion by Sorensen, second by Chick, the Board approved the FY2023 Muscatine County Urban Renewal Report. Ayes: All.

Sheriff Quinn Riess held discussion with the Board regarding direction for a proposal for a temporary overtime incentive rate adjustment program. Riess stated over the course of the last year, the sheriff and jail division departments have experienced numerous challenges in attracting and retaining seasoned correctional officers. Riess stated the last couple of months, the jail has been operating with almost a 20% reduction in staff which has created the need for four or five officers to be forced in or over for several hours outside their normal shift times. Jail administration, uniformed deputies and patrol division command staff have also been utilized to fill or supplement the voids. Riess requested the Board's consensus to discuss with the union the potential options for recruiting new staff and incentive measures for the current staff to work additional hours when needed. Riess stated Scott County Board of Supervisors approved a resolution entering into a side letter/agreement with their correctional officers to adjust the overtime rate for represented staff for the remainder of the contract. The Board discussion included concerns to name the incentive program different than the proposal being presented and to pay the incentive pay within a short time to the employee. The Board consensus was to allow Riess to discuss employee incentive and retention options that may have been set in place with other departments with the union steward and the discussions should be with the understanding that any negotiations that may occur outside the contract, to be for only this type of option for recruiting, incentive and retention.

On a motion by Sorensen, second by Kirchner, the minutes of the November 20, 2023 regular meeting was approved as written. Ayes: All.

Correspondence:

Mather received an email from a veteran thanking Veteran's Affairs Director Eric Sanders for his work.

Chick had a discussion with a veteran who thanked Veteran's Affairs Director Eric Sanders for his work.

Committee & Meeting Reports:

Sorensen attended an Eastern Iowa Mental Health and Disability Board meeting on November 20, 2023.

Sauer attended a Muscatine County Conservation Board meeting on November 20, 2023.
Chick attended a Mississippi Valley Workforce Area Board meeting on November 20, 2023 by Zoom.

On a motion by Sorensen, second by Mather, the Board approved Resolution #11-27-23-01 Suspending the Collection of Taxes. Roll call vote: Ayes: All.

**RESOLUTION #11-27-23-01
SUSPENDING THE COLLECTION OF TAXES**

WHEREAS, notice from the Director of Human Services has been received regarding the eligibility of Gina Cunningham, Muscatine, Iowa, (the 'recipient') for medical and facility care; and

WHEREAS, as such recipient of such assistance is deemed to be unable to contribute to the public revenue pursuant to Section 427.9, Code of Iowa; and

WHEREAS, the recipient is the owner of property described as follows:

Address: 1105 Newell Ave, Muscatine, IA 52761
Parcel No: 0834376003
Legal Description: 34-77-2W
Lot 1 Westlawn Add

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Muscatine County Board of Supervisors:

1. That the County Treasurer is hereby ordered to suspend the collection of all taxes, including special assessments, rates or charges, interest, fees and costs for the current year and those unpaid from prior years. As long as the petitioner is authorized by DHS no interest accrues during suspension but payments can be made.
2. If the parcel is sold, passes by bequest or inheritance to any person other than the spouse or minor child of the petitioner, all taxes and special assessments become due and payable by the next semi-annual installment date. Interest at the rate of 1 ½% per month will start on the next delinquency date after the suspended taxes become due.

Passed and approved this 27th day of November, 2023.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

Scott Sauer, Chairperson
Muscatine County Board of Supervisors

Administrative Services Director Nancy Schreiber reminded the Board of interview sessions scheduled for the Community Services Director/Disability Services Director position to be held on Tuesday, November 28, 2023 starting at 12:00 P.M.

Conservation Director Curt Weiss announced his official final day as November 30, 2023. Weiss thanked the Board for their support through the years and a good career. Weiss stated a good Director replacement (Katherine Hammond) will continue to carry on the work that is being done. Sauer stated he has been a member of the Conservation Board for several years and thanked Weiss for his outstanding work and progress/growth made for the county.

The meeting was adjourned at 9:31 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, November 28, 2023

The Muscatine County Board of Supervisors met in a special session at 12:45 P.M. with Kirchner, Chick, 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.

Board discussion was held regarding the questions to ask the two applicants during the interview process today.

Mather arrived at 12:52 P.M.

On a motion by Sorensen, second by Chick, the Board went into closed session (at candidate's request) at 12:54 P.M. pursuant to Chapter 21.5.1 (i). Code of Iowa, for the interview for the Community Services Director/Disability Services Director position. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Mather, the Board returned to open session at 1:36 A.M. Roll call vote: Ayes: All.

Administrative Services Director Nancy Schreiber stated at 2:00 P.M. the second applicant (scheduled for an interview at 2:00 P.M.) sent an email stating they are unable to attend today, due to a conflict at their job.

Board consensus was to contact the applicant and reschedule for Thursday, November 30, 2023.

The meeting was adjourned at 2:06 P.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors

Muscatine County Board of Supervisors
Monday, November 30, 2023

The Muscatine County Board of Supervisors met in a special session at 1:00 P.M. with Kirchner, Chick, Sauer, Mather 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 Sorensen, second by Kirchner, the Board went into closed session (at candidate's request) at 1:01 P.M. pursuant to Chapter 21.5.1 (i). Code of Iowa, for the interview for the Community Services Director/Disability Services Director position. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Mather, the Board returned to open session at 1:31 A.M. Roll call vote: Ayes: All.

The Board consensus was to return to closed session to discuss the candidates for the Community Services Director/Disability Services Director position.

On a motion by Sorensen, second by Chick, the Board returned to closed session to discuss the candidates for the Community Services Director/Disability Services Director position at 1:33 P.M. Roll call vote: Ayes: All.

On a motion by Mather, second by Sorensen, the Board returned to open session at 1:48 P.M.

The meeting was adjourned at 1:48 P.M.

ATTEST:

Tibe Vander Linden
County Auditor

Scott Sauer, Chairperson
Board of Supervisors



Muscatine Power and Water
3205 Cedar Street
Muscatine, IA 52761-2204
563 263 2631
mpw.org

December 4, 2023

Sent via email

City Administrator Carol Webb
City of Muscatine City Hall
215 Sycamore Street
Muscatine, IA 52761

Ms. Webb:

As required by the State of Iowa, Department of Management, we are requesting the following information be placed on file with the City Council.

- Copy of Adopted Budget Certificate
- Copy of Adopted Budget Summary
- Copy of Revenues and Expenditures Detail
- One Proof of Publication

The State recommends that a copy of the items listed above be forwarded to the County Auditor after placing the documents on file with the City Council.

Please let me know if you have a question.

Best regards,

Mark Roberts
Director, Finance and Administrative Services
563 262 3303

Attachment

c. Gage Huston

**ADOPTED BUDGET CERTIFICATE
CERTIFICATION**

TO: Muscatine, Iowa, City Council

At the November 28, 2023, meeting of the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, the proposed Budget for calendar year 2024 was adopted as summarized and attached hereto.

**BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA**

By: 
Kelly Miller
Board Secretary

Record of Public Hearing and Adoption of Budget

On November 28, 2023, the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, met for the purpose of conducting a public hearing on the proposed 2024 Budget as published. Notice of time and place of hearing had been published on November 16, 2023, in the Muscatine Journal and the affidavit of publication is available and will be filed with the City Council.

The hearing provided City of Muscatine (City) residents, City taxpayers and Muscatine Power and Water customers the opportunity to speak for or against the proposed budget for calendar year 2024.

The Board approved the following Resolution Adopting the Annual Budget for Calendar Year 2024:

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa that the annual Budget for the calendar year 2024, as set forth in the Utility's Budget Estimate Summary showing the revenue and expenditure estimates for said calendar year is adopted, and the Secretary is directed to file the same with the Clerk of the City of Muscatine, Iowa.

Passed and approved on November 28, 2023, by the following vote:

Ayes:	<u>Steven Bradford</u>	Nays:	<u>None</u>
	<u>Kevin Fields</u>		<u></u>
	<u>Tracy McGinnis</u>		<u></u>
	<u>Keith Porter</u>		<u></u>
	<u>Susan Eversmeyer</u>		<u></u>


Keith Porter
Board Chairperson


Kelly Miller
Board Secretary

ADOPTED BUDGET SUMMARY

Muscatine Power and Water		0		YEAR		2024	
NAME OF ENTERPRISE		(specify fiscal or calendar year budget)					
		Budget		Re-Estimated		Actual	
		2024		2023		2022	
(specify budget years)							
REVENUES & OTHER FINANCING SOURCES							
Use of Money and Property	(line 398)	241	2,596,675	271	4,384,440	301	502,738
Charges for Services	(line 414)	243	121,462,962	273	121,283,184	303	168,985,338
Miscellaneous	(line 416)	245	1,751,537	275	2,307,366	305	1,675,430
Operating Transfers In	(line 417)	247	0	277	0	307	0
Proceeds of Long Term Debt	(line 418)	248	1,269,200	278	3,750,471	308	1,493,600
Proceeds of Fixed Asset Sales	(line 419)	249	0	279	0	309	0
Total Revenues & Other Financing Sources		250	127,080,374	280	131,725,461	310	172,657,106
EXPENDITURES & TRANSFERS OUT							
Expenditures	(line 386)	255	131,618,326	285	137,265,335	315	174,056,857
Transfers Out	(line 387)	259	0	289	0	319	0
Total Expenditures & Transfers Out		260	131,618,326	290	137,265,335	320	174,056,857
Excess of Revenues & Other Sources Over (Under) Expenditures & Transfers Out							
		261	-4,537,953	291	-5,539,874	321	-1,399,750
BEGINNING Fund Balance	(line 390)	262	75,097,927	292	80,637,801	322	82,037,551
ENDING Fund Balance	(line 388)	263	70,559,975	293	75,097,927	323	80,637,801

Muscatine Power and Water
NAME OF ENTERPRISE

REVENUES DETAIL

		2024		2023		2022	
		Budget		Re-Estimated		Actual	
		2024		2023		2022	
		(specify budget years)				(specify if budget is fiscal or calendar year)	
Beginning Fund Balance	390	75,097,927		80,637,801		82,037,551	
Use of Money & Property	398	2,596,675		4,384,440		502,738	
Charges for Services:							
Hospital	411						
Water	404	8,975,345		8,429,307		7,981,928	
Sewer	405						
Electric	406	97,226,705		97,467,929		145,345,949	
Gas	407						
Telecommunications	408	15,260,912		15,385,948		15,657,460	
Total Charges for Services	414	121,462,962		121,283,184		168,985,338	
Miscellaneous	416	1,751,537		2,307,366		1,675,430	
Other Financing Sources:							
Operating Transfers In	417						
Proceeds of Long Term Debt	418	1,269,200		3750471.065		1,493,600	
Proceeds of Fixed Asset Sales	419						
Total Revenues - All Sources	421	202,178,301		212,363,262		254,694,657	

EXPENDITURES DETAIL

		Budget		Re-Estimated		Actual	
		2024		2023		2022	
		(specify budget years)					
Expenditures:							
Hospital	338						
Water	360	9,289,239		8,867,747		8,582,093	
Sewer	357						
Electric	361	105,133,793		112,235,168		149,793,432	
Gas	362						
Telecommunications	363	17,195,295		16,162,420		15,681,332	
Total Expenditures:	386	131,618,326		137,265,335		174,056,857	
Transfers Out	387						
Ending Fund Balance	388	70,559,975		75,097,927		80,637,801	
Total Expenditures & Transfers Out	389	202,178,301		212,363,262		254,694,657	

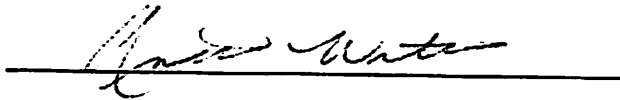
***** Proof of Publication *****

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE MUSCATINE JOURNAL, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE MUSCATINE JOURNAL, on the dates listed below.

MUSCATINE POWER & WATER-LEGAL ACCOUNT
SARAH WIENKE
3205 CEDAR STREET
MUSCATINE, IA 52761

ORDER NUMBER 170906

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.



Section: Notices & Legals

Category: 2627 Miscellaneous Notices

PUBLISHED ON: 11/16/2023

TOTAL AD COST: 79.55

FILED ON: 11/16/2023

Subscribed and sworn to before me by said affiant this 16 day of NOVEMBER 2023.



Notary Public in and for Scott County, Iowa

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE Calendar Year 2024			
The Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, will conduct a public hearing on the proposed 2024 Budget at the Administration Building, 3205 Cedar Street, Muscatine, Iowa, on November 28, 2024, beginning at 5:28 p.m. The Budget Estimate Summary of proposed revenue and expenditures is shown below. Copies of the detailed proposed 2024 budget may be obtained or reviewed at MPW Administration Building, or at the Office of the City Clerk, and at the City Library. At the public hearing, any resident, taxpayer or consumer may present objections to, or arguments in favor of, any part of the proposed budget.			
BOARD OF WATER, ELECTRIC, AND COMMUNICATIONS TRUSTEES OF THE CITY OF MUSCATINE, IOWA			
Kelly Miller Board Secretary			
BUDGET ESTIMATE SUMMARY COMBINED WATER, ELECTRIC, AND COMMUNICATIONS UTILITIES For Current Proprietary Operations Modified Cash and Accrual Basis			
	2024 Budget	2023 Actual Estimated	2022 Actual
Revenues:			
Use of Money and Property	2,588,675	4,384,440	502,738
Charges for Services	121,462,962	121,283,184	168,885,338
Miscellaneous	1,751,537	2,307,368	1,675,430
Other Financing Sources	1,289,200	3,750,471	1,483,600
Total Revenues	127,080,374	131,725,461	172,657,108
Expenditures & Transfers Out:			
Expenditures	131,618,326	137,265,335	174,058,857
Transfers Out	-	-	-
Total Expenditures & Transfers Out	131,618,326	137,265,335	174,058,857
Excess of Revenues Over (Under)			
Expenditures	(4,537,953)	(5,539,874)	(1,399,750)
Beginning Balance Jan. 1	75,097,927	80,837,801	82,037,551
Ending Balance Dec. 31	70,559,975	75,097,927	80,637,801



**NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE**

Calendar Year 2024

The Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, will conduct a public hearing on the proposed 2024 Budget at the Administration Building, 3205 Cedar Street, Muscatine, Iowa, on November 28, 2023, beginning at 5:28 p.m.

The Budget Estimate Summary of proposed revenue and expenditures is shown below. Copies of the detailed proposed 2024 budget may be obtained or reviewed at MPW Administration Building, or at the Office of the City Clerk, and at the City Library.

At the public hearing, any City of Muscatine (City) resident, City taxpayer or Muscatine Power and Water customer may present objections to, or arguments in favor of, any part of the proposed budget.

**BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES OF
THE CITY OF MUSCATINE, IOWA**

**Kelly Miller
Board Secretary**

**BUDGET ESTIMATE SUMMARY
COMBINED WATER, ELECTRIC, AND COMMUNICATIONS UTILITIES
For Current Proprietary Operations
Modified Cash and Accrual Basis**

	<u>2024 Budget</u>	<u>2023 Actual Estimated</u>	<u>2022 Actual</u>
Revenues:			
Use of Money and Property	2,596,675	4,384,440	502,738
Charges for Services	121,462,962	121,283,184	168,985,338
Miscellaneous	1,751,537	2,307,366	1,675,430
Other Financing Sources	<u>1,269,200</u>	<u>3,750,471</u>	<u>1,493,600</u>
Total Revenues	127,080,374	131,725,461	172,657,106
Expenditures & Transfers Out:			
Expenditures	131,618,326	137,265,335	174,056,857
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures & Transfers Out	<u>131,618,326</u>	<u>137,265,335</u>	<u>174,056,857</u>
Excess of Revenues Over (Under) Expenditures	(4,537,953)	(5,539,874)	(1,399,750)
Beginning Balance Jan. 1	<u>75,097,927</u>	<u>80,637,801</u>	<u>82,037,551</u>
Ending Balance Dec. 31	<u><u>70,559,975</u></u>	<u><u>75,097,927</u></u>	<u><u>80,637,801</u></u>

**OFFICIAL PROCEEDINGS OF THE
BOARD OF WATER, ELECTRIC,
AND COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA
October 31, 2023 – 5:30 P.M.**

The Board of Trustees met in regular session at Muscatine Power and Water's Administration/Operations Building, 3205 Cedar Street, Muscatine, Iowa, on Tuesday, October 31, 2023 at 5:30 p.m.

Chairperson Keith Porter called the meeting to order. Members of the Board were present as follows: Trustees Susan Eversmeyer, Tracy McGinnis, and Trustee Steven Bradford. Trustee Kevin Fields was absent due to previously scheduled travel plans.

Also present were Gage Huston, General Manager of Muscatine Power and Water; Kelly Miller, Board Secretary; Erika Cox, Brandy Olson, Mark Roberts, Ryan Streck and Doug White of Muscatine Power and Water. Additional guests attending the meeting included Niki Sink, Mitch Zytnowski, Rachel Reed, Tom Lewis, Eric Wigand, and Jessica Brackett.

Gage Huston provided comments as he introduced the MPW employees that were present at the meeting.

The minutes of the September 26, 2023 Board meeting were presented as previously submitted to all Board members. Trustee Eversmeyer moved, seconded by Trustee McGinnis, for the minutes from the September 26, 2023 Board meeting be approved. All Trustees present voted aye. Motion carried.

The list of expenditures and transactions for September 2023 was presented. Mr. Huston reviewed the expenditures, and after additional discussion Trustee McGinnis moved, seconded by Trustee Bradford, to ratify payment of \$6,586,844.85 for the Electric Utility, \$443,513.46 for the Water Utility, and \$1,550,696.61 for the Communications Utility, for a cumulative total of \$8,581,054.92. All Trustees present voted aye. Motion carried.

The next agenda item was to approve a recommendation for the New PURPA Standards from the 2021 Infrastructure Investment and Jobs Act for (1) Promotion of Demand-Response & Demand-Flexibility, and (2) Promotion of Greater Electrification of the Transportation Sector. PURPA was originally enacted in 1978 and has been revised occasionally. Typically, revisions are presented in the form of new standards. The Board of Trustees is obligated to consider each new standard and may decline to adopt or may implement each but must state in writing the reason for its decision.

The 2021 revisions to PURPA, which were part of the 2021 Infrastructure Investment and Jobs Act (IIJA), require MPW to begin a formal consideration of each revision, solicit public input, and formalize a position to adopt or decline each revision. These revisions apply to utilities with total annual retail sales greater than 500,000,000 kWh, which includes MPW.

It is Staff's recommendation to adopt the New PURPA Standards from the 2021 Infrastructure Investment and Jobs Act for (1) Promotion of Demand-Response & Demand-Flexibility, and (2) Promotion of Greater Electrification of the Transportation Sector. The following resolution was submitted:

RESOLUTION 23-29

WHEREAS, in 2021, the United States Congress approved, and the President of the United States signed into law, the Infrastructure Investment and Jobs Act of 2021 (the “Act”); and,

WHEREAS, the Act contained several amendments to the Public Utility Regulatory Policies Act of 1978 (“PURPA”); and,

WHEREAS, PURPA, as amended by the Act, requires certain covered electric utilities to consider and determine whether they will implement two (2) new standards relating to Demand-Response Practices and Electric Vehicle Charging Programs; and,

WHEREAS, MPW held a public hearing on February 28, 2023, where citizens had the opportunity to submit both written and oral comments on these Standards for the Board to consider before formulating the Utility’s position on adopting or declining each of these standards and,

WHEREAS, Staff has provided information to the Board on this matter and recommends adoption of these standards; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, does hereby adopt PURPA Standards, (20) Demand Response Practices and (21) Electric Vehicle Charging Programs.

Trustee Eversmeyer moved, seconded by Trustee McGinnis, that said resolution be passed, approved, and adopted this 31st day of October 2023. On roll call, Trustees Eversmeyer, McGinnis, Bradford, and Porter voted aye. Voting nay, none. Resolution carried.

Mr. Huston introduced the 2024 annual Operating Budgets for Electric, Water and Communications Utilities and stated the Ten-Year Projections would be received and placed on file, while the 2024 budget would be reviewed, and Board approval requested at the November Board meeting. He discussed some of the larger projects taking place in 2023, along with some of the market and inflation challenges this year. Mr. Roberts provided a year-to-date review of 2023 forecast vs. budget, along with a high-level look at the 2024 budget and Ten-Year Projection for each Utility. Mr. Roberts provided an analysis of budget items, where he asked the Board to remember to review the list of PSFs when reviewing budget documents. He continued the Board will be asked to approve the 2024 Annual Operating Budgets for the Electric, Water and Communications Utilities at the November 2023 Board meeting.

Mr. Huston noted the State of Iowa requires a Budget Summary be prepared and a public hearing conducted on the Budget Summary be held to provide the public an opportunity to review and present any comments regarding the published Budget Summary. It is Staff’s recommendation the public hearing be set for November 28, 2023, at 5:28 p.m. The following resolution was submitted:

RESOLUTION 23-30

WHEREAS, the Budget Summary of the combined Electric, Water and Communications Utilities is being prepared for the 2024 calendar year, and it is recommended that a public hearing be established for the review of said Budget Summary; now therefore,

BE IT RESOLVED, by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa that the Budget Estimate Summary of the combined Electric, Water and Communications Utilities be placed on file at the office of the City Clerk and at the City Library, along with MPW Offices, for any resident, taxpayer, or consumer to view; and,

BE IT FURTHER RESOLVED, that a public hearing be held on the 28th day of November 2023 at 5:28 p.m. in the Auditorium of Muscatine Power and Water's Administration/Operations Building located at 3205 Cedar Street, Muscatine, Iowa, and the notice of said hearing shall be published once in the Muscatine Journal, a newspaper of general circulation published daily in the City of Muscatine, Iowa, not less than ten (10) nor more than twenty (20) days prior to said hearing, all as required by the Code of Iowa.

Trustee Eversmeyer moved, seconded by Trustee Bradford, that said resolution be passed, approved, and adopted this 31st day of October 2023. On roll call, Trustees Eversmeyer, McGinnis, Bradford, and Porter voted aye. Voting nay, none. Resolution carried.

Included with the Board's meeting materials were the Ten-Year Financial Projections for 2024 through 2033 for the Electric, Water, and Communications Utilities. Mr. Roberts gave a summary presentation on the Ten-Year Projections and budget consideration. Mr. Roberts then provided a more detailed look at each utility and primary focuses for each in 2024 and the next ten years. He next discussed items considered while compiling 2024 budget and projections that could affect the Utilities over the next few years, such as market volatility, capital expenditure projects, inflation/recession, pension funding, and supply chain issues. Trustee Eversmeyer moved, seconded by Trustee McGinnis, that the 2024-2033 Ten Year Financial Projections be received and placed on file. All Trustees present voted aye. Motion carried.

In the General Manager's report, Mr. Huston shared MPW Staff completed successful negotiations regarding two agreements with BSLF Crypto – Electric Retail Services Agreement and Land Lease Agreement – which were fully executed on October 9, 2023. Mr. Huston also gave an update on the Network Retransmission Negotiations. Ms. Cox then provided an update on the NOFA 8 Fiber Expansion Grant Application status. She also provided an update on the IAMU Fall Broadband Forum that was hosted by MPW and the Merrill.

The September Financial Operating Statements and Balance Sheets were presented as previously submitted to all Board members. Mr. Roberts reviewed the MPW dashboard and the Financial Results Summary for each Utility. He also reviewed the quarterly investment report.

Mr. Huston stated there were no entries on the Competitive Quotes for Public Improvements Report.

Mr. Huston reviewed the Monthly Project Status Report and Variance Analysis report.

The Strategic Plan and Key Performance Indicators Presentation for the Electric, Water and Communications Utilities was the next agenda item. Mr. Huston and the Directors reviewed the high points of the 2023 3Q Strategic Plan and Key Performance Indicators.

The October Departmental Reports were presented as previously submitted to all Board members. Mr. Huston provided a high-level review of the reports and Mr. White reviewed the Powering the Future Monthly Status Report.

Trustee McGinnis moved, seconded by Trustee Bradford to receive and place on file the October 2023 Utility Reports. All Trustees present voted aye. Motion carried.

The meeting of the Board of Trustees was adjourned at 7:42 p.m.

BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES OF
THE CITY OF MUSCATINE, IOWA

A handwritten signature in cursive script that reads "Kelly Miller".

Kelly Miller
Board Secretary



City of Muscatine

ITEM NUMBER 2023-0568

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Gerald Ewers, Fire Chief
Gary Ronzheimer, Battalion Chief

SUBJECT

Request to Approve the Issuance of a Purchase Order in the Amount of \$5,495.00 to Hinkley Medical for the One Dose Software System.

EXECUTIVE SUMMARY

Request to approve purchase order in the amount of \$5,495.00 to Hinkley Medical for One Dose software. This was an approved capital outlay purchase for pediatric software. Hinkley Medical is the manufacturer of our cot scales. This software will Bluetooth sync weights over from the scale and use our medical protocols to determine correct weight-based medication dosages. Handtevy was another company that was reviewed and did not have the same type of support for the cot scale system. We budgeted \$9,000.00 for the software upgrade but due to technology changes we were able to use this company and purchase at a cost savings.

STAFF RECOMMENDATION

Staff recommends council approve the request as submitted.

BACKGROUND/DISCUSSION

OneDose seamlessly pairs with our OneWeight patient scale via Bluetooth connection. The scale will automatically zero (tare) once a patient is positioned, and their actual body weight will be displayed on the LCD and OneDose application for easy access. OneDose is there for you before arrival, and even when it is not possible to obtain actual body weight using OneWeight. With a few simple inputs such as age and gender, OneDose is ready to assist in even the most challenging emergencies, using ideal body weight. Once actual body weight is obtained, OneDose tracks the administration errors between ideal and actual weight.

\$ 9,000.00 was budgeted for this purchase in the Ambulance Capital Outlay.

Two quotes were received.

One Dose \$ 5,495.00

Handtevy \$ 5,106.69

CITY FINANCIAL IMPACT

This was an approved capital outlay purchase for FY23/24. This purchase request is \$3,505.00 under the \$9,000.00 budgeted for this purchase.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0571

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Melissa Baker, Parks Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve the Issuance of a Purchase Order to Bobcat of the Quad Cities, in the Amount of \$15,069, for a Trailer for Greenwood Cemetery.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval to purchase a new tbct2220et trailer. Bids were sent to multiple vendors with a low bid of \$15,069 from Bobcat of the Quad Cities with trade in of equipment.

STAFF RECOMMENDATION

At this time staff would recommend issuance of a purchase order to Bobcat of the Quad Cities for \$15,069 for the purchase of a new tbct2220et trailer.

BACKGROUND/DISCUSSION

The trailer will be used to haul the new mini excavator at the cemetery.

CITY FINANCIAL IMPACT

In the FY 23/24 Cemetery budget there is \$15,000 approved for the purchase of a trailer.

ATTACHMENTS

1. Bid Document for Trailer

MEMORANDUM

November 29, 2023

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Parks Supervisor
SUBJECT: Bid Document for Trailer for Mini Excavator

Bid Documents were sent out to multiple vendors with 1 responding. Here are the results

<u>Company Name</u>	<u>Model</u>	<u>Price</u>	<u>Trade In</u>	<u>Total Price</u>
Bobcat of the Quad Cities	tbct2220et	\$17,569	\$2,500	\$15,069

The Cemetery has \$15,000 approved for this purchase in the FY 23-24 Budget

Therefore it is my recommendation that we purchase a new trailer from Bobcat of the Quad Cities in the amount of \$15,069.

Melissa Baker
Parks Supervisor

BILLS FOR APPROVAL SUMMARY
November 3, 2023

Computer Bill Lists

Regular Bills 11/3/23		\$ 2,170,696.61
Payroll Vendor Checks 11/22/23		40,947.08
Payroll Vendor ACH 11/22/23		166,230.21
Special Cks 11/21/23	Operating	70.39
Special Cks 11/22/23	Operating	33,750.00
	Subtotal	<u>\$ 2,411,694.29</u>

ACH Debit Memo Payments

Wellmark Insurance	Health/Dental Insurance Nov	\$ 79,000.00
Wellmark Insurance	Health/Dental Insurance Nov	79,000.00
Wellmark Insurance	Health/Dental Insurance Dec	79,000.00
Iowa Finance Authority	SRF Interest - Money Market	71,487.50
Treasurer State of Iowa	State Tax Withholding - Oct	20,507.18
Iowa Finance Authority	SRF Interest - General Operating	7,285.26
Payroll Account	Transfer	583,641.40
Internal Revenue Service	Federal Withholding	5,399.55
Internal Revenue Service	Federal Withholding	150,000.00
UMB	Bonds/Interest Due Dec 1	224,415.00
Treasurer State of Iowa	Sales Tax	29,934.10
State of Iowa	State Tax Withholding	38,230.04
	Subtotal	<u>\$ 1,367,900.03</u>

Voucher Program

Various Landlords	Actual December Rent	\$ (6,193.00)
		<u>\$ (6,193.00)</u>

Voids

Void Checks 11/19/23	Operating	\$ (1,035.45)
Void Checks 11/21/23	Hershey	(330,300.00)
Void Checks 11/21/23	Operating	(25,998.21)
Void Checks 11/22/23	Operating	(34,131.37)
	Subtotal	<u>\$ (391,465.03)</u>

	<u>\$ 3,381,936.29</u>
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Total Expenditures	<u><u>\$ 3,381,936.29</u></u>
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Accounts Payable

Transactions by Account

User: SMeyer
 Printed: 12/05/2023 - 2:32PM
 Batch: 00001.12.2023



City of
MUSCATINE
 City Hall
 215 Sycamore St
 Muscatine, Iowa 52761
www.muscatineia.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 00002.11.2023 State Income T	11/22/2023	0	294.63	
1000-00-0000-23150	ILLINOIS DEPARTMENT OF REVEN	PR Batch 00001.11.2023 State Income T	11/09/2023	0	164.27	
		Vendor Subtotal:			458.90	
1000-01-1111-52600	CINDA HILGER	Reimb Food Goal Setting Meeting	11/30/2023	0	43.80	
		Vendor Subtotal:			43.80	
1000-01-1132-61220	LAW OFFICES OF HOPKINS & HUBB	October Legal	11/30/2023	0	2,018.00	
		Vendor Subtotal:			2,018.00	
1000-01-1132-62530	CROSSROADS INC.	Shredding	11/30/2023	0	22.00	
		Vendor Subtotal:			22.00	
1000-01-1144-52840	JOE COLON	Reimb Glasses - J Colon	11/30/2023	0	75.00	
		Vendor Subtotal:			75.00	
1000-01-1144-52840	DRJ GROUP, LLC	First Aid Supplies	11/30/2023	0	50.89	
		Vendor Subtotal:			50.89	
1000-01-1144-61550	GENESIS HEALTH SYSTEM-OCC HL	Drug Screen - D Mullen	11/30/2023	0	32.00	
		Vendor Subtotal:			32.00	

1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Random - J DeVrieze	11/30/2023	0	40.00
1000-01-1144-61550	UNITY HEALTHCARE - TRINITY MU	Random - D Mullen	11/30/2023	0	70.00
	Vendor Subtotal:				110.00
1000-05-1141-63200	CEDAR STREET INVESTMENTS LLC	December 2023	12/05/2023	0	300.00
	Vendor Subtotal:				300.00
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Minutes/Bills 11/2/23	11/30/2023	0	379.47
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Public Notice - Snow Removal	11/30/2023	0	78.73
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Minutes/Bills 11/9/23	11/30/2023	0	86.86
1000-05-1141-65100	QUAD CITY TIMES & MUSC JOURN.	Zoning Board of Adjustment - Hearing	11/30/2023	0	50.45
	Vendor Subtotal:				595.51
1000-05-1143-61550	GENESIS HEALTH SYSTEM-OCC	HL Drug Screen - S Parry	11/30/2023	0	32.00
	Vendor Subtotal:				32.00
1000-05-1145-61340	ION WAVE TECHNOLOGIES	Ion Wave Bidding Software	11/30/2023	0	13,455.00
	Vendor Subtotal:				13,455.00
1000-05-1146-52890	AMAZON.COM	Fast Charging Durable Cord	11/30/2023	0	11.94
1000-05-1146-52890	AMAZON.COM	Flanged Blank Rack Panel	12/05/2023	0	22.99
	Vendor Subtotal:				34.93
1000-05-1146-61330	WINSOR CONSULTING	Consulting	11/30/2023	0	198.00
1000-05-1146-61330	WINSOR CONSULTING	Consulting	11/30/2023	0	792.00
	Vendor Subtotal:				990.00
1000-05-1146-61340	CONVERGE ONE INC	Cisco - Umbrella	11/30/2023	0	8,257.20
1000-05-1146-61340	CONVERGE ONE INC	Cisco - AMP	11/30/2023	0	5,426.48
1000-05-1146-61340	CONVERGE ONE INC	Cisco - AMP	11/30/2023	0	814.08
1000-05-1146-61340	CONVERGE ONE INC	Cisco - Umbrella	11/30/2023	0	825.60

		Vendor Subtotal:			15,323.36
1000-05-1146-61340	WINSOR CONSULTING	Connect Wise	11/30/2023	0	693.00
		Vendor Subtotal:			693.00
1000-05-1146-65240	MUSCATINE POWER & WATER	October Internet - Greenwood	11/30/2023	0	86.37
1000-05-1146-65240	MUSCATINE POWER & WATER	October - November Machlink	11/30/2023	0	1,057.84
		Vendor Subtotal:			1,144.21
1000-05-1146-65260	VERIZON WIRELESS	November Cell	11/30/2023	0	40.01
		Vendor Subtotal:			40.01
1000-10-1221-51300	SYCAMORE PRINTING INC	For Sale Signs to be Placed on Surplus Pr	11/30/2023	0	138.00 00025915
		Vendor Subtotal:			138.00
1000-10-1221-61340	POINT & PAY	October CC Service Fee	11/30/2023	0	15.00
		Vendor Subtotal:			15.00
1000-10-1221-62310	XEROX CORPORATION	Copier	11/30/2023	0	27.58
		Vendor Subtotal:			27.58
1000-10-1221-62370	IOWA PRISON INDUSTRIES	Durable "For Sale"Signs to Advertise Sur	11/30/2023	0	465.00 00025947
1000-10-1221-62370	IOWA PRISON INDUSTRIES	Freight	11/30/2023	0	46.50
		Vendor Subtotal:			511.50
1000-10-1221-62370	LUPTON & TOYNE PRINTERS	Unsafe to Occupy Signs	11/30/2023	0	70.00
		Vendor Subtotal:			70.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 300 Grandview Av	11/30/2023	0	385.30

1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1811 Bryan Ave	11/30/2023	0	260.35
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 409 Van Horne St	11/30/2023	0	917.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 511 E 6th St	11/30/2023	0	99.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 515 E 8th St	11/30/2023	0	617.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2003 Breese Ave	11/30/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1815 Schley Ave	11/30/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1114 Nebraska St	11/30/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - Parcel 083432801'	11/30/2023	0	274.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1632 Beach Cir	11/30/2023	0	217.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1216 E 2nd St	11/30/2023	0	58.80
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2203 Lucas St	11/30/2023	0	88.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 615 Mulberry Ave	11/30/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 112 Roscoe Ave	11/30/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 112 Roscoe Ave	11/30/2023	0	158.60
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2009 Demorest Av	11/30/2023	0	212.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 805 Liberty St	11/30/2023	0	526.10
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2003 Breese Ave	11/30/2023	0	45.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1815 Schley Ave	11/30/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 5111 W59th Ave	11/30/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1114 Nebraska St	11/30/2023	0	31.00
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - Parcel 083432801'	11/30/2023	0	446.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1216 E 2nd St	11/30/2023	0	14.70
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 1632 Beach Cir	11/30/2023	0	34.20
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 606 Chestnut St	11/30/2023	0	29.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 2203 Lucas St	11/30/2023	0	91.50
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 615 Mulberry Ave	11/30/2023	0	60.40
1000-10-1221-62470	KELLOR & KELLOR LANDSCAPE IN	Nuisance Abatement - 112 Roscoe Ave	11/30/2023	0	31.00
Vendor Subtotal:					4,903.65
1000-10-1221-65275	VERIZON	May GPS	11/30/2023	0	71.16
1000-10-1221-65275	VERIZON	October GPS	11/30/2023	0	71.28
1000-10-1221-65275	VERIZON	September GPS	11/30/2023	0	67.52
1000-10-1221-65275	VERIZON	July GPS	11/30/2023	0	69.80
Vendor Subtotal:					279.76
1000-10-1221-69400	IOWA ASSOCIATION OF BUILDING	IABO Membership Fees - A Oien/N Mor	11/30/2023	0	135.00
Vendor Subtotal:					135.00
1000-10-1221-69800	POINT & PAY	October CC Fees	11/30/2023	0	211.31

			Vendor Subtotal:		211.31
1000-15-1311-33440	MUNICIPAL COLLECTIONS OF AMEMCOA - Agent Fee October		11/30/2023	0	894.75
			Vendor Subtotal:		894.75
1000-15-1311-51100	AMAZON.COM	Clip Boards	11/30/2023	0	32.61
			Vendor Subtotal:		32.61
1000-15-1311-52890	MENARDS (MUSC)	Tote/Leveling Sand	11/30/2023	0	41.62
1000-15-1311-52890	MENARDS (MUSC)	Bungee Cords/Spring Snap	11/30/2023	0	3.90
			Vendor Subtotal:		45.52
1000-15-1311-52890	AMAZON.COM	Dome Lights	11/30/2023	0	20.77
			Vendor Subtotal:		20.77
1000-15-1311-61340	POWER DMS, INC	PowerFTO Subscription	11/30/2023	0	3,402.00
			Vendor Subtotal:		3,402.00
1000-15-1311-61660	CALEA	Annual Continuation Fee	11/30/2023	0	4,646.00
			Vendor Subtotal:		4,646.00
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employees Week Ending 11/5/23	11/30/2023	0	739.86
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employee Week Ending 11/19/23	11/30/2023	0	810.80
1000-15-1311-62410	TEMP ASSOCIATES	Temp Employees Week Ending 11/12/23	11/30/2023	0	760.13
			Vendor Subtotal:		2,310.79
1000-15-1311-64120	STEVE SNIDER	Reimb Travel 11/8/23	11/30/2023	0	65.00
			Vendor Subtotal:		65.00

1000-15-1311-64120	BRITT JAMESON	Reimb Meal 11/6/23	11/30/2023	0	10.69
1000-15-1311-64120	BRITT JAMESON	Reimb Meal 11/27/23	11/30/2023	0	15.00
		Vendor Subtotal:			25.69
1000-15-1311-64120	SAMANTHA WHEELER	Reimb Travel 10/30/23 - 11/3/23	11/30/2023	0	117.09
		Vendor Subtotal:			117.09
1000-15-1311-64120	ALBERT DABIT	Reimb Travel 10/30/23 -11/3/23	11/30/2023	0	161.23
		Vendor Subtotal:			161.23
1000-15-1311-64200	IOWA LAW ENFORCEMENT ACADEMY	Registration Jameson	11/30/2023	0	150.00
1000-15-1311-64200	IOWA LAW ENFORCEMENT ACADEMY	Registration Kies/Hazelett	11/30/2023	0	600.00
1000-15-1311-64200	IOWA LAW ENFORCEMENT ACADEMY	Registration Koch	11/30/2023	0	150.00
		Vendor Subtotal:			900.00
1000-15-1311-67320	ADVANCED BUSINESS SYSTEMS INC	Copier	11/30/2023	0	63.91
		Vendor Subtotal:			63.91
1000-15-1311-69200	MAILBOXES & PARCEL DEPOT	Shipping	11/30/2023	0	98.65
		Vendor Subtotal:			98.65
1000-15-1312-68100	MUSCATINE HUMANE SOCIETY	Monthly Subsidy	12/05/2023	0	7,500.00
		Vendor Subtotal:			7,500.00
1000-15-1317-65260	MUSCATINE CO ADMINISTRATION	DTF Phones - October	11/30/2023	0	138.34
		Vendor Subtotal:			138.34
1000-20-1321-51100	AMAZON.COM	Cardstock	11/30/2023	0	12.99
1000-20-1321-51100	AMAZON.COM	At-A-Glance 2024 Daily Diary Standard	11/30/2023	0	103.30 00026092
1000-20-1321-51100	AMAZON.COM	1 Inch Binders	11/30/2023	0	13.00

		Vendor Subtotal:			129.29
1000-20-1321-52250	HEIMAN FIRE EQUIPMENT	Phos-Chek WD881 5-gal Pail Class A #3	11/30/2023	0	162.76 00025753
		Vendor Subtotal:			162.76
1000-20-1321-52300	BERLINS PRO SHOP	Blue T-Shirts Size XL - Lt. Verschoore	11/30/2023	0	41.10 00024926
1000-20-1321-52300	BERLINS PRO SHOP	White T-Shirts Size Large - B/C Timmse	11/30/2023	0	41.10 00024926
1000-20-1321-52300	BERLINS PRO SHOP	White Crewneck Sweatshirt Size Large -	11/30/2023	0	22.00 00024926
1000-20-1321-52300	BERLINS PRO SHOP	Gray Crewneck Sweatshirt Size Large - C	11/30/2023	0	22.00 00024926
1000-20-1321-52300	BERLINS PRO SHOP	T-Shirts	11/30/2023	0	164.40
1000-20-1321-52300	BERLINS PRO SHOP	T-Shirts - Lenning	11/30/2023	0	41.10
1000-20-1321-52300	BERLINS PRO SHOP	Uniform T-Shirts-Collins/Numkena/Behr	11/30/2023	0	109.60
		Vendor Subtotal:			441.30
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	Repair Pants	11/30/2023	0	94.75
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	Pro-Tech 8 Fusion Glove 76W #3694-PT	11/30/2023	0	420.00 00025848
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	Shipping	11/30/2023	0	22.42
1000-20-1321-52300	HEIMAN FIRE EQUIPMENT	High Temp Flash Hood (Non Particulate)	11/30/2023	0	112.00 00025845
		Vendor Subtotal:			649.17
1000-20-1321-52300	DINGES FIRE COMPANY	Suspenders	11/30/2023	0	65.00
1000-20-1321-52300	DINGES FIRE COMPANY	Bunker Gear Repair	11/30/2023	0	52.32 00025825
1000-20-1321-52300	DINGES FIRE COMPANY	Bunker Gear Repair	11/30/2023	0	75.23 00025825
1000-20-1321-52300	DINGES FIRE COMPANY	Bunker Pant Repairs	11/30/2023	0	287.62 00026015
		Vendor Subtotal:			480.17
1000-20-1321-52400	ARNOLD MOTOR SUPPLY	Oil Dri	11/30/2023	0	60.70
		Vendor Subtotal:			60.70
1000-20-1321-52750	ARNOLD MOTOR SUPPLY	DEX Light	11/30/2023	0	4.69
		Vendor Subtotal:			4.69
1000-20-1321-52830	FELD FIRE	Spring Demand Valve/Latch	11/30/2023	0	73.00

		Vendor Subtotal:			73.00
1000-20-1321-52830	HEIMAN FIRE EQUIPMENT	Survivor LED (Alkaline/Battery) #2921-5	11/30/2023	0	268.00 00026008
		Vendor Subtotal:			268.00
1000-20-1321-52830	MENARDS (MUSC)	Hole Saw Kit	11/30/2023	0	89.99
1000-20-1321-52830	MENARDS (MUSC)	Push Broom/Flex Blade Head	11/30/2023	0	73.83
		Vendor Subtotal:			163.82
1000-20-1321-52890	MENARDS (MUSC)	Tarp	11/30/2023	0	54.95
1000-20-1321-52890	MENARDS (MUSC)	Dust Pan/Broom	11/30/2023	0	28.94
		Vendor Subtotal:			83.89
1000-20-1321-52890	AMAZON.COM	Radio Strap	11/30/2023	0	43.85
1000-20-1321-52890	AMAZON.COM	Energizer Industrial Alkaline Batteries - /	11/30/2023	0	132.80 00025935
1000-20-1321-52890	AMAZON.COM	Respirators	11/30/2023	0	73.82
1000-20-1321-52890	AMAZON.COM	Retractable Badge Reels	11/30/2023	0	38.99
1000-20-1321-52890	AMAZON.COM	Respirator Cartridge	11/30/2023	0	67.88
1000-20-1321-52890	AMAZON.COM	Body Wipes	11/30/2023	0	67.16
1000-20-1321-52890	AMAZON.COM	Griddle Cleaning Supplies	11/30/2023	0	78.32
1000-20-1321-52890	AMAZON.COM	Camcorder Battery	11/30/2023	0	27.95
1000-20-1321-52890	AMAZON.COM	Replacement Radio Strap	11/30/2023	0	85.13
1000-20-1321-52890	AMAZON.COM	Silicone Chair Leg	11/30/2023	0	52.78
		Vendor Subtotal:			668.68
1000-20-1321-53150	MENARDS (MUSC)	Connector/Low Volt Cable	11/30/2023	0	30.70
1000-20-1321-53150	MENARDS (MUSC)	Dowel	11/30/2023	0	15.96
1000-20-1321-53150	MENARDS (MUSC)	Tape	11/30/2023	0	11.99
		Vendor Subtotal:			58.65
1000-20-1321-53220	REEVES BATTERY SALES	Auto/Light Truck battery for Tahoe #333	11/30/2023	0	120.00 00026160
		Vendor Subtotal:			120.00

1000-20-1321-53220	RELIANT FIRE APPARATUS	Switch Rock VLK SPST-MOM START	11/30/2023	0	45.76 00026138
1000-20-1321-53220	RELIANT FIRE APPARATUS	Light - Truck-Lite #19036Y Item #14154	11/30/2023	0	160.00 00026138
Vendor Subtotal:					205.76
1000-20-1321-53220	CARQUEST OF MUSCATINE	Light	11/30/2023	0	5.16
Vendor Subtotal:					5.16
1000-20-1321-61520	GENESIS HEALTH SYSTEM-OCC HL Pre-Employment - C Lenning		11/30/2023	0	1,433.00
1000-20-1321-61520	GENESIS HEALTH SYSTEM-OCC HL Stress Test - T Numken		11/30/2023	0	410.00
Vendor Subtotal:					1,843.00
1000-20-1321-61520	EQUIAN LLC	Medical Fee L Creamer DOS 7/29/23	11/30/2023	0	49.23
1000-20-1321-61520	EQUIAN LLC	Medical Fee L Creamer DOS 7/29/23	11/30/2023	0	101.50
Vendor Subtotal:					150.73
1000-20-1321-61560	CARDIOVASCULAR MEDICINE PC	Medical J Barnhart DOS 8/11/23 Code: 9	11/30/2023	0	183.00
1000-20-1321-61560	CARDIOVASCULAR MEDICINE PC	Medical J Barnhart DOS 8/11/23 Code: 9	11/30/2023	0	32.57
Vendor Subtotal:					215.57
1000-20-1321-61560	EQUIAN LLC	Medical Fee J Barnhart DOS 8/11/23	11/30/2023	0	3.36
1000-20-1321-61560	EQUIAN LLC	Medical Fee J Barnhart DOS 8/11/23	11/30/2023	0	22.50
Vendor Subtotal:					25.86
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	11/30/2023	0	111.53
1000-20-1321-61560	TMESYS LLC	Prescription - J Barnhart	11/30/2023	0	642.26
1000-20-1321-61560	TMESYS LLC	Prescription - T Eagle	11/30/2023	0	250.06
Vendor Subtotal:					1,003.85
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	11/30/2023	0	28.97
1000-20-1321-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Fire	11/30/2023	0	28.97
Vendor Subtotal:					57.94

1000-20-1321-62370	SYCAMORE PRINTING INC	36x24 Maps - 9 Total	11/30/2023	0	118.99 00025936
1000-20-1321-62370	SYCAMORE PRINTING INC	MFD Explorer Brochures (200qty)	11/30/2023	0	124.29 00025943
1000-20-1321-62370	SYCAMORE PRINTING INC	Certificat eof Exemplary Service	11/30/2023	0	5.66
1000-20-1321-62370	SYCAMORE PRINTING INC	Muscatine Fire Zone 2023 Map - 43.5x66	11/30/2023	0	371.94 00025997
Vendor Subtotal:					620.88
1000-20-1321-64700	BLUE CARD	Subscription to Blue Card Online Trainin	11/30/2023	0	385.00 00024955
1000-20-1321-64700	BLUE CARD	Subscription to Blue Card Online Trainin	11/30/2023	0	346.50 00024956
Vendor Subtotal:					731.50
1000-20-1321-67130	CURRY'S RD TRUCK & TRAILER RE	Routine Service to Aerial #310	11/30/2023	0	481.11 00025948
Vendor Subtotal:					481.11
1000-20-1321-67320	GETZ FIRE EQUIPMENT CO	Annual Service	11/30/2023	0	110.05
Vendor Subtotal:					110.05
1000-20-1321-67330	TREADMILL HEROES	Diagnostic Check on Chest Press	11/30/2023	0	50.00 00025908
1000-20-1321-67330	TREADMILL HEROES	Diagnostic Check on Precor Treadmill	11/30/2023	0	125.00 00025908
Vendor Subtotal:					175.00
1000-20-1321-69200	PACK-N-SHIP	Shipping	11/30/2023	0	36.44
Vendor Subtotal:					36.44
1000-20-1321-69400	IAFC MEMBERSHIP	IAFC Annual Membership	11/30/2023	0	123.00
Vendor Subtotal:					123.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 - D Grafton	11/30/2023	0	50.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 - E Joslyn	11/30/2023	0	50.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 - C Chelf	11/30/2023	0	50.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	FF2 - M Fleming	11/30/2023	0	50.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 - J Peters	11/30/2023	0	50.00
1000-20-1321-69400	FIRE SERVICE TRAINING BUREAU	INSTR1 - B Danielson	11/30/2023	0	50.00

			Vendor Subtotal:		300.00
1000-25-1115-61550	PREFERRED RESOURCE NETWORK	Annual EAP Services	11/30/2023	0	6,224.40
			Vendor Subtotal:		6,224.40
1000-25-1411-52750	MENARDS (MUSC)	Silicone Lubricant	11/30/2023	0	9.98
			Vendor Subtotal:		9.98
1000-25-1411-52890	MENARDS (MUSC)	Brake Cleaner/Bungee Cords/Wipes/Hoo	11/30/2023	0	63.36
			Vendor Subtotal:		63.36
1000-25-1411-53220	ARNOLD MOTOR SUPPLY	Spark Plugs	11/30/2023	0	6.25
			Vendor Subtotal:		6.25
1000-25-1411-53220	NAPA OF MUSCATINE	2985 Air Filter	11/30/2023	0	79.10 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	7035 Oil Filter	11/30/2023	0	8.21 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	6438 Filter	11/30/2023	0	89.90 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	7253 Spin-on Fluid Filter	11/30/2023	0	23.39 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	7000 Napa Gold Oil Filter	11/30/2023	0	20.12 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	6445 Air Filter	11/30/2023	0	59.57 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	23011 Fuel Filter	11/30/2023	0	28.62 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	6449 Air Filter	11/30/2023	0	13.99 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	1056 Oil Filter	11/30/2023	0	9.21 00026080
1000-25-1411-53220	NAPA OF MUSCATINE	1394 Oil Filter	11/30/2023	0	5.06 00026080
			Vendor Subtotal:		337.17
1000-25-1411-53220	SINCLAIR	Chain Loop	11/30/2023	0	45.98
			Vendor Subtotal:		45.98
1000-25-1411-61660	IOWA MEMORIAL GRANITE COMP	October 2023	11/30/2023	0	610.00
			Vendor Subtotal:		610.00

1000-25-1411-65210	MUSCATINE POWER & WATER	October Phones - Greenwood	11/30/2023	0	30.69
1000-25-1411-65210	MUSCATINE POWER & WATER	October Phones - Greenwood	11/30/2023	0	33.70
Vendor Subtotal:					64.39
1000-25-1411-65310	ALLIANT ENERGY	October Gas - Greenwood	11/30/2023	0	115.53
1000-25-1411-65310	ALLIANT ENERGY	October Gas - Greenwood	11/30/2023	0	36.88
Vendor Subtotal:					152.41
1000-25-1421-51100	ANTIGUA GROUP, INC THE	Parks and Recreation Polos - Purple Won	11/30/2023	0	120.00 00025587
1000-25-1421-51100	ANTIGUA GROUP, INC THE	Shipping	11/30/2023	0	20.00 00025587
1000-25-1421-51100	ANTIGUA GROUP, INC THE	Shipping	11/30/2023	0	3.19
Vendor Subtotal:					143.19
1000-25-1421-51300	AMAZON.COM	Toner Box Replacement	11/30/2023	0	22.67
Vendor Subtotal:					22.67
1000-25-1421-61550	GENESIS HEALTH SYSTEM-OCC HL	Drug Screen - J Eagle	11/30/2023	0	32.00
Vendor Subtotal:					32.00
1000-25-1421-65210	MUSCATINE POWER & WATER	November Base PRI	11/30/2023	0	70.54
Vendor Subtotal:					70.54
1000-25-1423-52100	MENARDS (MUSC)	Top Soil	11/30/2023	0	94.71
Vendor Subtotal:					94.71
1000-25-1423-52400	MENARDS (MUSC)	Goop Cleaner	11/30/2023	0	19.96
Vendor Subtotal:					19.96
1000-25-1423-52740	MUSCATINE LAWN & POWER	Oil	11/30/2023	0	92.42

		Vendor Subtotal:			92.42
1000-25-1423-52740	SMITH SALES & SERVICE	Oil	11/30/2023	0	61.50
1000-25-1423-52740	SMITH SALES & SERVICE	Oil	11/30/2023	0	41.00
		Vendor Subtotal:			102.50
1000-25-1423-52750	MENARDS (MUSC)	Seafoam/Anti-Freeze	11/30/2023	0	66.26
		Vendor Subtotal:			66.26
1000-25-1423-52830	MENARDS (MUSC)	Ratchet Bar Clamp	11/30/2023	0	52.44
1000-25-1423-52830	MENARDS (MUSC)	Pruner/Metal Latch	11/30/2023	0	91.93
		Vendor Subtotal:			144.37
1000-25-1423-52860	SIGN PRO	Courtesy Dock Sign	11/30/2023	0	135.00 00025929
		Vendor Subtotal:			135.00
1000-25-1423-52890	MENARDS (MUSC)	Pail/Cable Tie	11/30/2023	0	61.85
		Vendor Subtotal:			61.85
1000-25-1423-52890	AMAZON.COM	Zip Ties	11/30/2023	0	69.99
		Vendor Subtotal:			69.99
1000-25-1423-53110	MENARDS (MUSC)	Silicone Lubriant/Shackle	11/30/2023	0	11.26
1000-25-1423-53110	MENARDS (MUSC)	Air Filter	11/30/2023	0	15.98
1000-25-1423-53110	MENARDS (MUSC)	Acetone/Cleaning Rags/Lumber	11/30/2023	0	56.80
1000-25-1423-53110	MENARDS (MUSC)	Star Driver/T-Bevel/Drive Bit	11/30/2023	0	97.53
1000-25-1423-53110	MENARDS (MUSC)	Screws	11/30/2023	0	67.88
		Vendor Subtotal:			249.45
1000-25-1423-53110	KINGDOM METAL MANUFACTURING	Door Post	11/30/2023	0	37.18

Vendor Subtotal:					37.18
1000-25-1423-53120	MENARDS (MUSC)	Magnet/Work Light	11/30/2023	0	26.21
1000-25-1423-53120	MENARDS (MUSC)	Bulbs	11/30/2023	0	25.98
Vendor Subtotal:					52.19
1000-25-1423-53220	MENARDS (MUSC)	Hex Bolt/Flange Nut	11/30/2023	0	4.04
Vendor Subtotal:					4.04
1000-25-1423-53220	MTI DISTRIBUTING INC	81.B045 Belt	11/30/2023	0	25.99 00025866
1000-25-1423-53220	MTI DISTRIBUTING INC	79.0106 Mulching Blade	11/30/2023	0	118.80 00025866
1000-25-1423-53220	MTI DISTRIBUTING INC	13.0285 Spark Plugs	11/30/2023	0	20.25 00025866
1000-25-1423-53220	MTI DISTRIBUTING INC	81.5001 PTO Belt	11/30/2023	0	77.98 00025866
1000-25-1423-53220	MTI DISTRIBUTING INC	Freight	11/30/2023	0	40.68
Vendor Subtotal:					283.70
1000-25-1423-53220	MUSCATINE LAWN & POWER	602768P HYDRO FILTER	11/30/2023	0	115.97 00026035
1000-25-1423-53220	MUSCATINE LAWN & POWER	49019-0031 FUEL FILTER	11/30/2023	0	6.72 00026035
1000-25-1423-53220	MUSCATINE LAWN & POWER	49065-0724 OIL FILTER	11/30/2023	0	16.34 00026035
1000-25-1423-53220	MUSCATINE LAWN & POWER	2508303 AIR FILTER	11/30/2023	0	27.97 00026035
Vendor Subtotal:					167.00
1000-25-1423-53220	NAPA OF MUSCATINE	Filters	11/30/2023	0	41.25
Vendor Subtotal:					41.25
1000-25-1423-62120	FREERS & SONS TREE SERVICE	Drop 2 Oak Trees North of Shelter at Oal	11/30/2023	0	150.00 00025983
Vendor Subtotal:					150.00
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	11/30/2023	0	9.10
1000-25-1423-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Weed Park	11/30/2023	0	9.10
Vendor Subtotal:					18.20

1000-25-1423-62260	PS3 Enterprises Inc.	Temp Sanitation	11/30/2023	0	95.00
		Vendor Subtotal:			95.00
1000-25-1423-65210	CENTURYLINK	November Phones - River Center	11/30/2023	0	66.41
1000-25-1423-65210	CENTURYLINK	November Phones - Marina	11/30/2023	0	66.54
		Vendor Subtotal:			132.95
1000-25-1423-65310	ALLIANT ENERGY	October Gas - Weed Park	11/30/2023	0	84.43
1000-25-1423-65310	ALLIANT ENERGY	October Gas - Pearl City	11/30/2023	0	111.52
1000-25-1423-65310	ALLIANT ENERGY	October Gas - Harbor	11/30/2023	0	56.30
		Vendor Subtotal:			252.25
1000-25-1423-67140	MENARDS (MUSC)	Sealant	11/30/2023	0	29.47
		Vendor Subtotal:			29.47
1000-25-1423-69900	RANDY MOELLER	Reimb Vehicle Title	11/30/2023	0	32.00
		Vendor Subtotal:			32.00
1000-25-1424-53110	MENARDS (MUSC)	Safety Hasps	11/30/2023	0	35.55
		Vendor Subtotal:			35.55
1000-25-1424-53120	MENARDS (MUSC)	Toggle/Gap Filler	11/30/2023	0	20.56
		Vendor Subtotal:			20.56
1000-25-1424-53130	MENARDS (MUSC)	Adapter/Coupling	11/30/2023	0	89.69
		Vendor Subtotal:			89.69
1000-25-1424-65210	CENTURYLINK	November Phones - Kent Stein	11/30/2023	0	15.35
1000-25-1424-65210	CENTURYLINK	November Phones - Kent Stein	11/30/2023	0	66.44

Vendor Subtotal:					81.79
1000-25-1427-51300	AMAZON.COM	CF401A HP #201A Cyan Toner Cartridg	11/30/2023	0	100.89 00026165
1000-25-1427-51300	AMAZON.COM	CF400A HP #201A Black Toner Cartridg	11/30/2023	0	80.89 00026165
Vendor Subtotal:					181.78
1000-25-1427-52720	SPRATT OIL SALES	Regular Unleaded	11/30/2023	0	650.00 00026076
1000-25-1427-52720	SPRATT OIL SALES	Regular Unleaded	11/30/2023	0	29.25
Vendor Subtotal:					679.25
1000-25-1427-52730	SPRATT OIL SALES	Red-Dye Diesel	11/30/2023	0	608.94 00026076
Vendor Subtotal:					608.94
1000-25-1427-53220	R & R PRODUCTS INC	Motor R117-5141	11/30/2023	0	617.55 00025796
Vendor Subtotal:					617.55
1000-25-1427-53220	SINCLAIR	Wires	11/30/2023	0	76.15
Vendor Subtotal:					76.15
1000-25-1427-53340	WENDLING QUARRIES INC	Green Divot - Pallet	11/30/2023	0	603.00
Vendor Subtotal:					603.00
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	11/30/2023	0	23.92
1000-25-1427-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Soccer	11/30/2023	0	22.94
Vendor Subtotal:					46.86
1000-25-1427-63300	PS3 Enterprises Inc.	Temp Sanitation	11/30/2023	0	95.00
Vendor Subtotal:					95.00

1000-25-1427-65210	MUSCATINE POWER & WATER	November Phones - Soccer	11/30/2023	0	64.73
Vendor Subtotal:					64.73
1000-25-1431-52810	BERLINS PRO SHOP	Youth Medium Turkey Trot Shirts	11/30/2023	0	73.25 00025816
1000-25-1431-52810	BERLINS PRO SHOP	Youth Small Turkey Trot Shirts	11/30/2023	0	43.95 00025816
1000-25-1431-52810	BERLINS PRO SHOP	Adult XX-Large Turkey Trot Shirts	11/30/2023	0	98.25 00025816
1000-25-1431-52810	BERLINS PRO SHOP	Adult Medium Turkey Trot Shirts	11/30/2023	0	366.25 00025816
1000-25-1431-52810	BERLINS PRO SHOP	Youth Large Turkey Trot Shirts	11/30/2023	0	43.95 00025816
1000-25-1431-52810	BERLINS PRO SHOP	Adult Small Turkey Trot Shirts	11/30/2023	0	263.70 00025816
1000-25-1431-52810	BERLINS PRO SHOP	Adult X-Large Turkey Trot Shirts	11/30/2023	0	87.70 00025816
1000-25-1431-52810	BERLINS PRO SHOP	Adult Large Turkey Trot Shirts	11/30/2023	0	219.75 00025816
Vendor Subtotal:					1,196.80
1000-25-1431-52810	AMAZON.COM	Floor Sweeper	11/30/2023	0	37.31
Vendor Subtotal:					37.31
1000-25-1431-52810	FUN EXPRESS	PEPPERMINT CANDY CANES - K681	11/30/2023	0	77.74 00026087
1000-25-1431-52810	FUN EXPRESS	CANDY CANE CELLOPHANE BAGS	11/30/2023	0	15.99 00026087
1000-25-1431-52810	FUN EXPRESS	HOLIDAY BRIGHT CANDY CANES -	11/30/2023	0	108.63 00026087
1000-25-1431-52810	FUN EXPRESS	CHRISTMAS ASSORTMENT 1371355	11/30/2023	0	54.39 00026087
Vendor Subtotal:					256.75
1000-25-1432-53110	PLUMB SUPPLY COMPANY	Filter	11/30/2023	0	91.56
Vendor Subtotal:					91.56
1000-25-1432-53130	PLUMB SUPPLY COMPANY	Case of Pump Protector Foam	11/30/2023	0	253.20 00025741
1000-25-1432-53130	PLUMB SUPPLY COMPANY	Case of Pump Protector Foam	11/30/2023	0	5.00
Vendor Subtotal:					258.20
1000-25-1432-67200	GRAINGER DEPT 802675066	Rectangular Blank Stock	11/30/2023	0	86.48
Vendor Subtotal:					86.48
1000-25-1432-73900	FISCHER BROS, LLC	Fiberglass Retro Fits	11/30/2023	0	3,195.00

Vendor Subtotal:					3,195.00
1000-30-1511-52890	AMAZON.COM	Batteries	11/30/2023	0	8.46
1000-30-1511-52890	AMAZON.COM	Adapter	11/30/2023	0	8.95
1000-30-1511-52890	AMAZON.COM	Tape Dispenser/Velcro	11/30/2023	0	86.89
Vendor Subtotal:					104.30
1000-30-1511-61550	GENESIS HEALTH SYSTEM-OCC HL	Pre-Employment Drug - F Grunder	11/30/2023	0	32.00
Vendor Subtotal:					32.00
1000-30-1511-62370	SIGN PRO	Local Authors Signage	11/30/2023	0	5.00
Vendor Subtotal:					5.00
1000-30-1511-62370	SYCAMORE PRINTING INC	Musser Public Library Brochure Quantity	11/30/2023	0	117.98 00026029
Vendor Subtotal:					117.98
1000-30-1511-62460	AMAZON.COM	Adult Book Club - The Name of the Win	11/30/2023	0	118.68
1000-30-1511-62460	AMAZON.COM	Cutting Mat for Cricut	11/30/2023	0	75.95
1000-30-1511-62460	AMAZON.COM	Dowel Rods/Activity Kits/Popsicle Craft	11/30/2023	0	60.46
1000-30-1511-62460	AMAZON.COM	Ramona's World Books (10)	11/30/2023	0	72.10
Vendor Subtotal:					327.19
1000-30-1511-62460	CALEEN PAGEL	Tai Chi Classes October 2023	11/30/2023	0	71.00
1000-30-1511-62460	CALEEN PAGEL	Tai Chi Classes November	11/30/2023	0	93.75
Vendor Subtotal:					164.75
1000-30-1511-63300	XEROX CORPORATION	Copier	11/30/2023	0	208.41
Vendor Subtotal:					208.41
1000-30-1511-64500	KATHY KUHL	Reimb Mileage 11/2/23	11/30/2023	0	76.11

			Vendor Subtotal:		76.11
1000-30-1511-65210	MUSCATINE POWER & WATER	November Phones - Library	11/30/2023	0	204.19
			Vendor Subtotal:		204.19
1000-30-1511-65240	MUSCATINE POWER & WATER	November Machlink - Library	11/30/2023	0	570.00
			Vendor Subtotal:		570.00
1000-30-1511-65240	VERIZON WIRELESS	November Hot Spots	11/30/2023	0	40.01
			Vendor Subtotal:		40.01
1000-30-1511-65240	T-MOBILE	Remote Hot Spot	11/30/2023	0	89.25
			Vendor Subtotal:		89.25
1000-30-1511-69300	EMILY ASCHBRENNER	Refund Lost Item	11/30/2023	0	24.99
			Vendor Subtotal:		24.99
1000-30-1511-74500	LIBRARY SYSTEMS & SERVICES	Library Books/Supplies	11/30/2023	0	6,598.09
			Vendor Subtotal:		6,598.09
1000-40-1151-52400	HOME DEPOT PRO INSTITUTIONAL	Renown 16 in. Black Stripping Floor Pad	11/30/2023	0	25.80 00025921
1000-40-1151-52400	HOME DEPOT PRO INSTITUTIONAL	Renown Medium Scour Pad	11/30/2023	0	66.00 00025921
1000-40-1151-52400	HOME DEPOT PRO INSTITUTIONAL	Renown 32 oz Spray Cleaner Degreaser	11/30/2023	0	336.00 00025921
			Vendor Subtotal:		427.80
1000-40-1151-52400	MENARDS (MUSC)	Swiffers/Towels	11/30/2023	0	45.51
1000-40-1151-52400	MENARDS (MUSC)	Bleach	11/30/2023	0	86.16
1000-40-1151-52400	MENARDS (MUSC)	Mouse Glue Traps	11/30/2023	0	65.88
1000-40-1151-52400	MENARDS (MUSC)	Cascade	11/30/2023	0	90.58
1000-40-1151-52400	MENARDS (MUSC)	Cascade/ZEP	11/30/2023	0	86.58
1000-40-1151-52400	MENARDS (MUSC)	Pine Cleaner	11/30/2023	0	23.88

1000-40-1151-52400	MENARDS (MUSC)	Mop Bucket	11/30/2023	0	54.99
1000-40-1151-52400	MENARDS (MUSC)	Mr Clean	11/30/2023	0	15.70
Vendor Subtotal:					469.28
1000-40-1151-52890	MENARDS (MUSC)	Batteries	11/30/2023	0	39.98
1000-40-1151-52890	MENARDS (MUSC)	Backer Rod/Sealant	11/30/2023	0	37.27
Vendor Subtotal:					77.25
1000-40-1151-52890	AMAZON.COM	MTD 784-5580, 784-5580-637 Snow Blo	11/30/2023	0	27.26 00026053
1000-40-1151-52890	AMAZON.COM	790-00120-0637 24" Shave Plate for MT	11/30/2023	0	55.98 00026053
1000-40-1151-52890	AMAZON.COM	731-66439 Snowblower Skid Shoe 2 Pak	11/30/2023	0	27.98 00026053
Vendor Subtotal:					111.22
1000-40-1151-53120	MENARDS (MUSC)	Outdoor Security Light	11/30/2023	0	89.99
1000-40-1151-53120	MENARDS (MUSC)	Bulbs	11/30/2023	0	19.99
1000-40-1151-53120	MENARDS (MUSC)	LED's	11/30/2023	0	99.98
1000-40-1151-53120	MENARDS (MUSC)	Bulbs/Adapter	11/30/2023	0	64.95
Vendor Subtotal:					274.91
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	11/30/2023	0	44.16
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	11/30/2023	0	82.17
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	11/30/2023	0	82.17
1000-40-1151-53120	VAN METER INDUSTRIAL INC	Bulbs	11/30/2023	0	82.17
Vendor Subtotal:					290.67
1000-40-1151-53150	PLUMB SUPPLY COMPANY	Filters	11/30/2023	0	84.00
Vendor Subtotal:					84.00
1000-40-1151-62450	MIDWEST ALARM SERVICES	Alarms	11/30/2023	0	1,284.96
1000-40-1151-62450	MIDWEST ALARM SERVICES	Alarms	11/30/2023	0	604.80
Vendor Subtotal:					1,889.76
1000-40-1151-64200	MUSCATINE COUNTY EXTENSION	Ornamental & Turf - Schrier/O'Brien	11/30/2023	0	90.00

1000-40-1151-64200	MUSCATINE COUNTY EXTENSION	Right-Of-Way/Aquatic/Forest - Schrier/(	11/30/2023	0	90.00
		Vendor Subtotal:			180.00
1000-40-1151-65210	MUSCATINE POWER & WATER	November Phones - City Hall	11/30/2023	0	60.67
1000-40-1151-65210	MUSCATINE POWER & WATER	November Base PRI	11/30/2023	0	181.40
1000-40-1151-65210	MUSCATINE POWER & WATER	November Phones	11/30/2023	0	22.39
1000-40-1151-65210	MUSCATINE POWER & WATER	November Phones	11/30/2023	0	54.09
		Vendor Subtotal:			318.55
1000-40-1151-65310	ALLIANT ENERGY	October Gas - Art Center	11/30/2023	0	414.98
1000-40-1151-65310	ALLIANT ENERGY	October Gas - Lot 8	11/30/2023	0	62.26
1000-40-1151-65310	ALLIANT ENERGY	October Gas - PSB	11/30/2023	0	47.54
1000-40-1151-65310	ALLIANT ENERGY	October Gas - Library	11/30/2023	0	91.89
1000-40-1151-65310	ALLIANT ENERGY	October Gas - City Hall	11/30/2023	0	489.04
		Vendor Subtotal:			1,105.71
1000-40-1151-67320	ARNOLD MOTOR SUPPLY	12V Marine/RV Dual Purp Starting / Cyc	11/30/2023	0	163.31 00026012
		Vendor Subtotal:			163.31
1000-40-1151-67320	MUSCATINE LAWN & POWER	Plate/Scraper Kit	11/30/2023	0	43.94
		Vendor Subtotal:			43.94
1000-40-1151-67320	UNITED RENTALS (NORTH AMER)	Boom Repair	11/30/2023	0	2,615.93
		Vendor Subtotal:			2,615.93
1000-40-1151-67330	BMW BUILDERS II	ARTCENTERRETAININGWALLREPA	11/30/2023	0	5,800.00 00025735
		Vendor Subtotal:			5,800.00
1000-40-1151-67330	MUSCATINE POWER & WATER	November - PSB	11/30/2023	0	82.97
		Vendor Subtotal:			82.97

1000-40-1151-67330	PLUMB SUPPLY COMPANY	Pump	11/30/2023	0	73.80
		Vendor Subtotal:			73.80
1000-40-1151-67330	STATE CHEMICAL	Pail NARC Chemical Cleaner - PSB HV/	11/30/2023	0	3,873.87 00025923
		Vendor Subtotal:			3,873.87
1000-40-1151-67330	MIDWEST ALARM SERVICES	Alarms	11/30/2023	0	252.00
1000-40-1151-67330	MIDWEST ALARM SERVICES	Alarms	11/30/2023	0	192.00
		Vendor Subtotal:			444.00
1000-40-1611-52830	ENGINEERSUPPLY	Stabila 48" Type 196-2 Digital Tech Lev	11/30/2023	0	651.00 00025607
		Vendor Subtotal:			651.00
1000-40-1611-61420	VEENSTRA & KIMM INC	Engineering Services	11/30/2023	0	1,350.00
		Vendor Subtotal:			1,350.00
1000-40-1611-65260	US CELLULAR	Cell Phones	11/30/2023	0	150.80
		Vendor Subtotal:			150.80
1000-40-1621-52300	DAVID FRY	Reimb Shoes - D Fry	11/30/2023	0	104.31
		Vendor Subtotal:			104.31
1000-40-1621-53310	RIVER STONE GROUP	Hot Mix	11/30/2023	0	1,534.69 00025163
1000-40-1621-53310	RIVER STONE GROUP	Hot Mix	11/30/2023	0	514.50 00025971
1000-40-1621-53310	RIVER STONE GROUP	Hot Mix	11/30/2023	0	7.35
		Vendor Subtotal:			2,056.54
1000-40-1621-65210	MUSCATINE POWER & WATER	November Base PRI	11/30/2023	0	70.54
		Vendor Subtotal:			70.54

1000-40-1621-65260	US CELLULAR	Cell Phones	11/30/2023	0	148.43
		Vendor Subtotal:			148.43
1000-40-1621-65275	VERIZON	July GPS	11/30/2023	0	34.90
1000-40-1621-65275	VERIZON	September GPS	11/30/2023	0	33.77
1000-40-1621-65275	VERIZON	July GPS	11/30/2023	0	191.95
1000-40-1621-65275	VERIZON	October GPS	11/30/2023	0	184.95
1000-40-1621-65275	VERIZON	October GPS	11/30/2023	0	35.63
1000-40-1621-65275	VERIZON	September GPS	11/30/2023	0	202.76
1000-40-1621-65275	VERIZON	May GPS	11/30/2023	0	220.89
1000-40-1621-65275	VERIZON	May GPS	11/30/2023	0	35.58
		Vendor Subtotal:			940.43
1000-40-1622-67150	JOHN HERRMAN	5" X 10# X 20' I-BEAM (STD) A992/A5	11/30/2023	0	337.59 00026057
		Vendor Subtotal:			337.59
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employee Week Ending 11/19/23	11/30/2023	0	1,908.48
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employee Week Ending 11/26/23	11/30/2023	0	1,627.32
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employee Week Ending 11/12/23	11/30/2023	0	1,400.18
1000-40-1623-62410	TEMP ASSOCIATES	Temp Employee Week Ending 11/5/23	11/30/2023	0	1,549.37
		Vendor Subtotal:			6,485.35
1000-40-1624-52830	FASTENAL COMPANY	Jobber	11/30/2023	0	18.58
		Vendor Subtotal:			18.58
1000-40-1624-52830	MENARDS (MUSC)	Organizers	11/30/2023	0	43.94
		Vendor Subtotal:			43.94
1000-40-1624-53140	MENARDS (MUSC)	Spray Paint	11/30/2023	0	35.88
		Vendor Subtotal:			35.88
1000-40-1624-65320	EASTERN IOWA LIGHT & POWER C	October Power - Hwy 61 & Mulberry	11/30/2023	0	147.94

			Vendor Subtotal:		147.94
1000-40-1624-74200	FRITEL AND ASSOCIATES, LLC	Post Puller (regular duty) Includes Jaw S	11/30/2023	0	7,312.00 00025990
1000-40-1624-74200	FRITEL AND ASSOCIATES, LLC	Shipping	11/30/2023	0	214.18
			Vendor Subtotal:		7,526.18
1000-40-1641-51100	AMAZON.COM	Attendance Calendar	11/30/2023	0	19.99
			Vendor Subtotal:		19.99
1000-40-1641-65210	MUSCATINE POWER & WATER	November Base PRI	11/30/2023	0	40.33
			Vendor Subtotal:		40.33
			Subtotal for FUND: 1000		137,036.83
3981-30-3981-61340	RELIABLE NETWORK SOLUTIONS	IRNS Monthly Fee	11/30/2023	0	49.00
			Vendor Subtotal:		49.00
3981-30-3981-62460	SYCAMORE PRINTING INC	Final Summer Reading Events	11/30/2023	0	392.06
			Vendor Subtotal:		392.06
3981-30-3983-61340	RELIABLE NETWORK SOLUTIONS	IRNS Monthly Fee	12/05/2023	0	49.00
			Vendor Subtotal:		49.00
3981-30-3983-65240	MUSCATINE POWER & WATER	November Machlink - Library	11/30/2023	0	330.83
			Vendor Subtotal:		330.83
			Subtotal for FUND: 3981		820.89
4160-40-4160-61420	VEENSTRA & KIMM INC	Park Ave Bridge Replacement	11/30/2023	0	5,189.21

		Vendor Subtotal:			5,189.21
		Subtotal for FUND: 4160			5,189.21
4164-40-4164-73200	TAYLOR RIDGE PAVING	Mill and Overlay Patch on 67th Ave Wes	11/30/2023	0	44,500.00 00025232
		Vendor Subtotal:			44,500.00
		Subtotal for FUND: 4164			44,500.00
4166-40-4166-61420	BOLTON & MENK INC	Park Ave Project Close Out	11/30/2023	0	519.00
		Vendor Subtotal:			519.00
		Subtotal for FUND: 4166			519.00
4180-40-4180-73200	HEUER CONSTRUCTION	Fulliam Phase 1 Pay App #9	11/30/2023	0	12,182.96
		Vendor Subtotal:			12,182.96
		Subtotal for FUND: 4180			12,182.96
4195-40-4197-61420	BOLTON & MENK INC	Grandview Ave Reconstruction	11/30/2023	0	8,264.50
		Vendor Subtotal:			8,264.50
4195-40-4199-61420	BOLTON & MENK INC	Carver Corner Roundabout	11/30/2023	0	11,485.00
		Vendor Subtotal:			11,485.00
		Subtotal for FUND: 4195			19,749.50
4205-50-4205-61420	VEENSTRA & KIMM INC	UV Disinfection System Project	11/30/2023	0	3,155.89
		Vendor Subtotal:			3,155.89

Subtotal for FUND: 4205					3,155.89
4276-40-4276-61240	DORSEY & WHITNEY LLP	Legal Fees 2023 SRF Loan #1	11/30/2023	0	14,000.00
Vendor Subtotal:					14,000.00
4276-40-4276-61430	STEVE DALBEY	Inspection Services - 11/6/23 - 11/26/23	11/30/2023	0	3,818.79
Vendor Subtotal:					3,818.79
4276-40-4276-65275	MUSCATINE POWER & WATER	November Internet - Juniper	11/30/2023	0	62.97
Vendor Subtotal:					62.97
4276-40-4276-65310	ALLIANT ENERGY	October Gas - Juniper	11/30/2023	0	82.87
Vendor Subtotal:					82.87
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phase 5A Pay App #42	11/30/2023	0	11,317.56
4276-40-4276-73100	HAGERTY EARTHWORKS	West Hill Phase 5B Pay App #42	11/30/2023	0	22,326.96
Vendor Subtotal:					33,644.52
4276-40-4276-73100	KE FLATWORK INC	West Hill Phase 6 A/B Pay App #10	11/30/2023	0	702,363.56
Vendor Subtotal:					702,363.56
Subtotal for FUND: 4276					753,972.71
4278-40-4278-61420	STRAND ASSOC INC	Redundant Force Main	11/30/2023	0	4,020.29
Vendor Subtotal:					4,020.29
4278-40-4278-61420	CHA CONSULTING	Geotechnical Review of CP Crossing	11/30/2023	0	4,000.00
Vendor Subtotal:					4,000.00

			Subtotal for FUND: 4278	8,020.29
4443-25-4443-61420	MARTIN & WHITACRE SURVEYOR	Weed Park Lagoon Engineering	11/30/2023	0
				8,956.25
		Vendor Subtotal:		8,956.25
			Subtotal for FUND: 4443	8,956.25
4488-25-4488-61420	WATERSMITH ENGINEERING	Soccer Irrigation Project	11/30/2023	0
				701.00
		Vendor Subtotal:		701.00
4488-25-4488-73900	MID-AMERICAN GOLF & LANDSCAPE	Soccer Irrigation Pay App #2	11/30/2023	0
				176,728.96
		Vendor Subtotal:		176,728.96
			Subtotal for FUND: 4488	177,429.96
4491-00-4494-73500	HENLEY GROUP	Taylor Park Pay App #4	11/30/2023	0
				20,402.20
		Vendor Subtotal:		20,402.20
			Subtotal for FUND: 4491	20,402.20
4498-25-4498-61420	I & S GROUP, INC	Sports Dome September	11/30/2023	0
4498-25-4498-61420	I & S GROUP, INC	Sports Dome October	11/30/2023	0
				23,828.75
		Vendor Subtotal:		36,638.75
			Subtotal for FUND: 4498	36,638.75
4554-10-4554-72200	HEUER CONSTRUCTION	Demolition - 419 W 6th St	11/30/2023	0
4554-10-4554-72200	HEUER CONSTRUCTION	Demolition - 813 Marquette St	11/30/2023	0
				8,500.00
		Vendor Subtotal:		21,000.00

			Subtotal for FUND: 4554		21,000.00
4639-40-4639-72300	BILL BRUCE BUILDERS INC	Washbay Pay App #1	11/30/2023	0	16,700.00
		Vendor Subtotal:			16,700.00
			Subtotal for FUND: 4639		16,700.00
4839-35-4839-61420	WATERSMITH ENGINEERING	2nd St Staking Foundation	11/30/2023	0	137.00
		Vendor Subtotal:			137.00
			Subtotal for FUND: 4839		137.00
4842-00-4842-61630	ATLAS COMMUNITY STUDIO	Housing Study - Sept	11/30/2023	0	7,888.13
4842-00-4842-61630	ATLAS COMMUNITY STUDIO	Housing Study - Oct	11/30/2023	0	7,888.13
		Vendor Subtotal:			15,776.26
			Subtotal for FUND: 4842		15,776.26
4863-10-4863-61420	BOLTON & MENK INC	New AVGAS Fuel System	11/30/2023	0	1,452.50
		Vendor Subtotal:			1,452.50
			Subtotal for FUND: 4863		1,452.50
4903-00-4903-61660	CORBIN DESIGN	Wayfinding - Oct	11/30/2023	0	5,816.25
		Vendor Subtotal:			5,816.25
			Subtotal for FUND: 4903		5,816.25
5211-40-5211-52300	BILL MCCRACKEN	Reimb Uniforms - B McCracken	11/30/2023	0	48.09

		Vendor Subtotal:			48.09
5211-40-5211-52300	JANICE MARTZ	Reimb Uniforms - J Martz	11/30/2023	0	75.00
		Vendor Subtotal:			75.00
5211-40-5211-52300	ROB MINDER	Reimb Uniforms - R Minder	11/30/2023	0	50.00
		Vendor Subtotal:			50.00
5211-40-5211-52300	DAVE BRAND	Reimb Uniforms - Brand	11/30/2023	0	72.46
		Vendor Subtotal:			72.46
5211-40-5211-52300	ROBERT CHAMBLISS	Reimb Uniforms - R Chambliss	11/30/2023	0	42.78
		Vendor Subtotal:			42.78
5211-40-5211-52300	MIKE DOYLE	Reimb Uniforms - M Doyle	11/30/2023	0	25.00
		Vendor Subtotal:			25.00
5211-40-5211-52400	MENARDS (MUSC)	Disinfectant Wipes/Batteries	11/30/2023	0	36.98
		Vendor Subtotal:			36.98
5211-40-5211-52400	AMAZON.COM	Sanitizer Spray	11/30/2023	0	89.97
		Vendor Subtotal:			89.97
5211-40-5211-65210	MUSCATINE POWER & WATER	November Base PRI	11/30/2023	0	70.54
		Vendor Subtotal:			70.54
5211-40-5211-65275	VERIZON WIRELESS	November Cell	11/30/2023	0	54.68
		Vendor Subtotal:			54.68

Subtotal for FUND: 5211					565.50
5311-05-5311-37360	RIDDELL ROOFING	Reimb Meter Hood Deposit	11/30/2023	0	20.00
Vendor Subtotal:					20.00
5311-05-5311-52300	KODY MURDOCK	Reimb Shoes - Murdock	11/30/2023	0	150.00
Vendor Subtotal:					150.00
5311-05-5311-52890	FASTENAL COMPANY	Socket	11/30/2023	0	1.84
Vendor Subtotal:					1.84
5311-05-5311-52890	MENARDS (MUSC)	Red Spray Paint	11/30/2023	0	41.86
Vendor Subtotal:					41.86
Subtotal for FUND: 5311					213.70
5451-00-0000-14300	TORO NSN	Irrigation Computer Renewal	11/30/2023	0	3,960.00 00025184
Vendor Subtotal:					3,960.00
5451-25-5451-52100	D & K PRODUCTS	Defendor	11/30/2023	0	203.00 00025911
Vendor Subtotal:					203.00
5451-25-5451-52100	VAN DIEST SUPPLY COMPANY	Propiconazole	11/30/2023	0	138.70
Vendor Subtotal:					138.70
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Vessel Herbicide	11/30/2023	0	28.90
5451-25-5451-52250	VAN DIEST SUPPLY COMPANY	Brewer	11/30/2023	0	27.90
Vendor Subtotal:					56.80

5451-25-5451-52300	BRETT PARCHER	Reimb Shoes - B Parcher	11/30/2023	0	150.00
		Vendor Subtotal:			150.00
5451-25-5451-52720	SPRATT OIL SALES	UNLEADED GAS	11/30/2023	0	526.47 00026050
		Vendor Subtotal:			526.47
5451-25-5451-52890	MENARDS (MUSC)	CLR	11/30/2023	0	37.98
5451-25-5451-52890	MENARDS (MUSC)	Tape/Bushing/Elbow/Adapter	11/30/2023	0	4.99
		Vendor Subtotal:			42.97
5451-25-5451-53220	MOTION INDUSTRIES INC	Bearings	11/30/2023	0	34.45
		Vendor Subtotal:			34.45
5451-25-5451-53220	MTI DISTRIBUTING INC	Return	11/30/2023	0	-60.41
		Vendor Subtotal:			-60.41
5451-25-5451-53220	NAPA OF MUSCATINE	Battery	11/30/2023	0	143.43 00026024
5451-25-5451-53220	NAPA OF MUSCATINE	Filter for Equipment	11/30/2023	0	467.74 00026026
		Vendor Subtotal:			611.17
5451-25-5451-53220	R & R PRODUCTS INC	Parts for Toro Reels	11/30/2023	0	929.70 00026025
		Vendor Subtotal:			929.70
5451-25-5451-53220	VAN WALL GOLF	Materials	11/30/2023	0	90.96
5451-25-5451-53220	VAN WALL GOLF	ROLLER BEARINGS	11/30/2023	0	226.80 00026118
5451-25-5451-53220	VAN WALL GOLF	Freight	11/30/2023	0	21.00
		Vendor Subtotal:			338.76
5451-25-5451-53220	CEDAR COUNTY REPAIR KUNDE O	Cutting Blades/Washer/Nuts	11/30/2023	0	89.55

			Vendor Subtotal:		89.55
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	11/30/2023	0	30.53
5451-25-5451-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Golf	11/30/2023	0	30.53
			Vendor Subtotal:		61.06
5451-25-5451-63300	KIRK BUTCHER PLBG-HTG INC	Pro Press Rental	11/30/2023	0	100.00
			Vendor Subtotal:		100.00
5451-25-5451-65210	MUSCATINE POWER & WATER	October Phones - Muni Shed	11/30/2023	0	27.99
			Vendor Subtotal:		27.99
5451-25-5451-65240	MUSCATINE POWER & WATER	October - November Machlink	11/30/2023	0	61.99
			Vendor Subtotal:		61.99
5451-25-5451-65320	EASTERN IOWA LIGHT & POWER C	October Power - Golf	11/30/2023	0	581.50
			Vendor Subtotal:		581.50
5451-25-5451-67200	MENARDS (MUSC)	Filters for Clubhouse/Shop	11/30/2023	0	169.64 00026123
			Vendor Subtotal:		169.64
5451-25-5451-67320	TORO NSN	Irrigation Computer Renewal	11/30/2023	0	1,980.00
			Vendor Subtotal:		1,980.00
5451-25-5451-67330	PLUMB SUPPLY COMPANY	Return	11/30/2023	0	-112.45
			Vendor Subtotal:		-112.45
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	11/30/2023	0	96.96
5451-25-5452-52852	COCA-COLA BOTTLING COMPANY	Soda for Resale	11/30/2023	0	140.12

Vendor Subtotal:					237.08
5451-25-5452-52852	7G DISTRIBUTING LLC	Beer for Resale	11/30/2023	0	70.00
5451-25-5452-52852	7G DISTRIBUTING LLC	Beer for Resale	11/30/2023	0	87.60
Vendor Subtotal:					157.60
5451-25-5452-52853	TAYLOR MADE GOLF COMPANY	TAYLOR MADE STEALTH 2 HD HYE	11/30/2023	0	97.97 00026051
Vendor Subtotal:					97.97
5451-25-5452-52853	GFSI LLC	Under Armour Pullover	11/30/2023	0	205.31 00025933
5451-25-5452-52853	GFSI LLC	Under Armour Polo	11/30/2023	0	139.78 00025933
5451-25-5452-52853	GFSI LLC	Under Armour Hoodie	11/30/2023	0	227.50 00025933
5451-25-5452-52853	GFSI LLC	Shipping	11/30/2023	0	45.00 00025933
Vendor Subtotal:					617.59
5451-25-5452-53220	NAPA OF MUSCATINE	Threadlocker	11/30/2023	0	7.92
Vendor Subtotal:					7.92
5451-25-5452-63300	HARRIS GOLF CARS	Cart Rental	11/30/2023	0	822.50
Vendor Subtotal:					822.50
5451-25-5452-65240	MUSCATINE POWER & WATER	October - November Machlink	11/30/2023	0	61.99
Vendor Subtotal:					61.99
5451-25-5452-65320	EASTERN IOWA LIGHT & POWER	October Power - Golf	11/30/2023	0	632.84
Vendor Subtotal:					632.84
5451-25-5452-65510	MUSCATINE POWER & WATER	October Cable - Golf	11/30/2023	0	200.01
Vendor Subtotal:					200.01

Subtotal for FUND: 5451					12,726.39
5461-25-5461-62260	PS3 Enterprises Inc.	Temp Sanitation	11/30/2023	0	95.00
Vendor Subtotal:					95.00
Subtotal for FUND: 5461					95.00
5642-45-5642-35210	MUNICIPAL COLLECTIONS OF AMEMCOA - Agent Fee October		11/30/2023	0	7.15
Vendor Subtotal:					7.15
5642-45-5642-52840	AMAZON.COM	Snow Grips/Ice Cleats	11/30/2023	0	67.84
Vendor Subtotal:					67.84
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Starter Solenoid	11/30/2023	0	51.35
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Blue Washer Fluid	11/30/2023	0	23.88
5642-45-5642-52890	ARNOLD MOTOR SUPPLY	Hand Pump	11/30/2023	0	77.99
Vendor Subtotal:					153.22
5642-45-5642-52890	AMAZON.COM	Liftgate Motor	11/30/2023	0	98.12
Vendor Subtotal:					98.12
5642-45-5642-61310	MUSCATINE POWER & WATER	November Sanitation	11/30/2023	0	2,110.00
Vendor Subtotal:					2,110.00
5642-45-5642-62245	REPUBLIC SERVICES #400	October Recycling	11/30/2023	0	33,708.01
Vendor Subtotal:					33,708.01
5642-45-5642-62260	PS3 Enterprises Inc.	Temp Sanitation	11/30/2023	0	95.00
Vendor Subtotal:					95.00

5642-45-5642-62285	MICHAEL WEIKERT JR	Scrap Appliance	11/30/2023	0	156.00
		Vendor Subtotal:			156.00
5642-45-5642-62410	PEOPLEREADY INC	Temp Employees Week Ending 11/12/23	11/30/2023	0	178.46
		Vendor Subtotal:			178.46
5642-45-5642-65240	MUSCATINE POWER & WATER	October - November Machlink	11/30/2023	0	61.99
		Vendor Subtotal:			61.99
5642-45-5642-65275	VERIZON	May GPS	11/30/2023	0	142.32
5642-45-5642-65275	VERIZON	October GPS	11/30/2023	0	142.56
5642-45-5642-65275	VERIZON	September GPS	11/30/2023	0	135.04
5642-45-5642-65275	VERIZON	July GPS	11/30/2023	0	139.60
		Vendor Subtotal:			559.52
5642-45-5642-65310	ALLIANT ENERGY	October Gas - Transfer	11/30/2023	0	46.83
		Vendor Subtotal:			46.83
5642-45-5642-65410	MUSCATINE POWER & WATER	October Water - Recyle	11/30/2023	0	40.76
		Vendor Subtotal:			40.76
5642-45-5642-65420	MUSCATINE POWER & WATER	October Sewer - Recycle	11/30/2023	0	14.07
5642-45-5642-65420	MUSCATINE POWER & WATER	October Sewer - Recycle	11/30/2023	0	35.41
		Vendor Subtotal:			49.48
5642-45-5642-67150	AMAZON.COM	Bungee Tire Chains	11/30/2023	0	88.20
		Vendor Subtotal:			88.20
		Subtotal for FUND: 5642			37,420.58

5652-45-5652-52890	MENARDS (MUSC)	Hex Washers	11/30/2023	0	12.38
		Vendor Subtotal:			12.38
5652-45-5652-52890	PLUMB SUPPLY COMPANY	Valve Parts	11/30/2023	0	25.52
		Vendor Subtotal:			25.52
5652-45-5652-52890	VAN METER INDUSTRIAL INC	Sleeve Insulator	11/30/2023	0	90.61
		Vendor Subtotal:			90.61
5652-45-5652-53120	VAN METER INDUSTRIAL INC	Splice Kit	11/30/2023	0	57.26
		Vendor Subtotal:			57.26
5652-45-5652-53340	HARSCO METALS AMERICAS	Slag for Landfill Roads	11/30/2023	0	51.30
5652-45-5652-53340	HARSCO METALS AMERICAS	Slag for Landfill Roads	11/30/2023	0	573.90 00025899
		Vendor Subtotal:			625.20
5652-45-5652-61420	SCS ENGINEERS	On-Call Support	11/30/2023	0	1,968.81
5652-45-5652-61420	SCS ENGINEERS	SCADA System Management	11/30/2023	0	416.67
		Vendor Subtotal:			2,385.48
5652-45-5652-62520	JON BRAUNS	Slag Hauling	11/30/2023	0	1,042.00
5652-45-5652-62520	JON BRAUNS	Slag Hauling	11/30/2023	0	1,000.85
5652-45-5652-62520	JON BRAUNS	November Leachate Hauling	11/30/2023	0	2,040.00
		Vendor Subtotal:			4,082.85
5652-45-5652-62530	RITTMER INC	November 2023 Landfill	11/30/2023	0	40,150.00
		Vendor Subtotal:			40,150.00
5652-45-5652-63300	PS3 Enterprises Inc.	Temp Sanitation	11/30/2023	0	95.00

			Vendor Subtotal:		95.00
5652-45-5652-65320	EASTERN IOWA LIGHT & POWER C	October Power - Ward	11/30/2023	0	93.48
5652-45-5652-65320	EASTERN IOWA LIGHT & POWER C	October Power - Landfill	11/30/2023	0	52.87
			Vendor Subtotal:		146.35
5652-45-5652-67320	MOTION INDUSTRIES INC	Tarp Machine Parts	11/30/2023	0	363.33 00026038
			Vendor Subtotal:		363.33
5652-45-5652-74200	BMW BUILDERS II	Two Concrete Pads for the Generators	11/30/2023	0	5,800.00 00026000
			Vendor Subtotal:		5,800.00
			Subtotal for FUND: 5652		53,833.98
5658-45-5658-51400	AMAZON.COM	Extension Cable/Webcam w/Microphone	11/30/2023	0	67.96
			Vendor Subtotal:		67.96
5658-45-5658-52300	PHELPS CUSTOM IMAGE WEAR	Uniforms - W Nesbit	11/30/2023	0	100.86
			Vendor Subtotal:		100.86
5658-45-5658-52830	VAN METER INDUSTRIAL INC	Terminal	11/30/2023	0	34.00
			Vendor Subtotal:		34.00
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Grease Tube	11/30/2023	0	53.40
5658-45-5658-52890	ARNOLD MOTOR SUPPLY	Plug	11/30/2023	0	2.87
			Vendor Subtotal:		56.27
5658-45-5658-52890	FASTENAL COMPANY	Washers	11/30/2023	0	45.48
			Vendor Subtotal:		45.48

5658-45-5658-52890	A TECH/FREEMAN ALARM	Security	11/30/2023	0	150.00
		Vendor Subtotal:			150.00
5658-45-5658-52890	AMAZON.COM	Coaxial Cable	11/30/2023	0	21.98
		Vendor Subtotal:			21.98
5658-45-5658-53120	MENARDS (MUSC)	Flex Connector/TV Kit	11/30/2023	0	81.24
		Vendor Subtotal:			81.24
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	11/30/2023	0	11.51
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	11/30/2023	0	11.51
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	11/30/2023	0	11.51
5658-45-5658-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - Transfer	11/30/2023	0	11.51
		Vendor Subtotal:			46.04
5658-45-5658-62250	LAJEK PEST CONTROL SOLUTIONS	Pest Control	11/30/2023	0	45.00
		Vendor Subtotal:			45.00
5658-45-5658-62285	MICHAEL WEIKERT JR	Scrap Appliance	11/30/2023	0	852.00
		Vendor Subtotal:			852.00
5658-45-5658-62290	SCOTT COUNTY WASTE COMMISSI	Chemical Disposal	11/30/2023	0	6,087.20
		Vendor Subtotal:			6,087.20
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 10/29/23	11/30/2023	0	90.00
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 11/5/23	11/30/2023	0	182.70
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 11/12/23	11/30/2023	0	182.70
5658-45-5658-62410	TEAM STAFFING SOLUTIONS INC	Temp Employee Week Ending 11/19/23	11/30/2023	0	182.70
		Vendor Subtotal:			638.10

5658-45-5658-62450	INTEGRATED TECHNOLOGY PARTI	Security	11/30/2023	0	19.95
		Vendor Subtotal:			19.95
5658-45-5658-62520	JON BRAUNS	November Solid Waste	11/30/2023	0	24,288.00
5658-45-5658-62520	JON BRAUNS	November Fuel Surcharge	11/30/2023	0	2,748.93
		Vendor Subtotal:			27,036.93
5658-45-5658-65210	MUSCATINE POWER & WATER	October Phones- Transfer	11/30/2023	0	124.96
		Vendor Subtotal:			124.96
5658-45-5658-65220	MUSCATINE POWER & WATER	October Phones- Transfer	11/30/2023	0	2.43
		Vendor Subtotal:			2.43
5658-45-5658-65275	VERIZON	July GPS	11/30/2023	0	34.90
5658-45-5658-65275	VERIZON	October GPS	11/30/2023	0	35.63
5658-45-5658-65275	VERIZON	September GPS	11/30/2023	0	33.77
5658-45-5658-65275	VERIZON	May GPS	11/30/2023	0	35.58
		Vendor Subtotal:			139.88
5658-45-5658-65310	ALLIANT ENERGY	October Gas - Transfer	11/30/2023	0	554.22
		Vendor Subtotal:			554.22
5658-45-5658-65320	MUSCATINE POWER & WATER	October Electric - Transfer	11/30/2023	0	2,664.42
		Vendor Subtotal:			2,664.42
5658-45-5658-65410	MUSCATINE POWER & WATER	October Water - Transfer	11/30/2023	0	163.80
		Vendor Subtotal:			163.80
5658-45-5658-65420	MUSCATINE POWER & WATER	October Sewer - Transfer	11/30/2023	0	14.07
5658-45-5658-65420	MUSCATINE POWER & WATER	October Sewer - Transfer	11/30/2023	0	476.05

		Vendor Subtotal:			490.12
5658-45-5658-67320	WALZ SCALE	Returning Front Scale Back to Digital	11/30/2023	0	6,750.00 00025547
5658-45-5658-67320	WALZ SCALE	Returning Front Scale Back to Digital	11/30/2023	0	64.50
		Vendor Subtotal:			6,814.50
5658-45-5658-69300	LOIS GREENWALD	Refund E-Waste	11/30/2023	0	15.00
		Vendor Subtotal:			15.00
5658-45-5658-69900	S.J. SMITH CO.	Propane	11/30/2023	0	79.80
		Vendor Subtotal:			79.80
5658-45-5658-69900	GORDON FLESCH COMPANY	Copier	11/30/2023	0	50.50
		Vendor Subtotal:			50.50
		Subtotal for FUND: 5658			46,382.64
5660-50-5661-51100	AMAZON.COM	Files/Tape	11/30/2023	0	40.61
		Vendor Subtotal:			40.61
5660-50-5661-61310	MUSCATINE POWER & WATER	November Sewer	11/30/2023	0	2,132.00
		Vendor Subtotal:			2,132.00
5660-50-5661-62370	GORDON FLESCH COMPANY	Copier	11/30/2023	0	23.99
		Vendor Subtotal:			23.99
5660-50-5661-65240	MUSCATINE POWER & WATER	October - November Machlink	11/30/2023	0	61.99
		Vendor Subtotal:			61.99

5660-50-5662-35230	MUNICIPAL COLLECTIONS OF AMFEMCOA - Agent Fee October		11/30/2023	0	13.89
	Vendor Subtotal:				13.89
5660-50-5662-51400	AMAZON.COM	Pressure Washer Foam Canon Bundle	11/30/2023	0	79.99
	Vendor Subtotal:				79.99
5660-50-5662-52220	HARCROS CHEMICALS INC	Chemicals	11/30/2023	0	2,702.38 00026028
5660-50-5662-52220	HARCROS CHEMICALS INC	Sodium Hypochlorite-Bleach	11/30/2023	0	2,702.38 00026046
5660-50-5662-52220	HARCROS CHEMICALS INC	Sodium Hypochlorite	11/30/2023	0	2,702.38 00026151
	Vendor Subtotal:				8,107.14
5660-50-5662-52300	JIM FOX	Reimb Uniform - J Fox	11/30/2023	0	39.55
	Vendor Subtotal:				39.55
5660-50-5662-52300	JOHN DEERE FINANCIAL	Shoes - C Williams	11/30/2023	0	150.00
	Vendor Subtotal:				150.00
5660-50-5662-52400	MENARDS (MUSC)	Cleaning Supplies	11/30/2023	0	18.46 00026010
	Vendor Subtotal:				18.46
5660-50-5662-52740	MOLO PETROLEUM	Oil	11/30/2023	0	164.00
5660-50-5662-52740	MOLO PETROLEUM	Oil	11/30/2023	0	0.80
	Vendor Subtotal:				164.80
5660-50-5662-52830	MENARDS (MUSC)	Tiedowns	11/30/2023	0	25.98
	Vendor Subtotal:				25.98
5660-50-5662-52830	PLUMB SUPPLY COMPANY	Wire Pliers	11/30/2023	0	19.97
	Vendor Subtotal:				19.97

5660-50-5662-52840	MENARDS (MUSC)	1st Aide Supplies	11/30/2023	0	44.97 00026010
		Vendor Subtotal:			44.97
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	11/30/2023	0	50.00
5660-50-5662-52840	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	11/30/2023	0	50.00
		Vendor Subtotal:			100.00
5660-50-5662-52840	AMAZON.COM	Rubber Vinyl Work Apron/Gloves	11/30/2023	0	77.88
		Vendor Subtotal:			77.88
5660-50-5662-53120	GRAINGER DEPT 802675066	Fuses	11/30/2023	0	86.10
		Vendor Subtotal:			86.10
5660-50-5662-53120	MENARDS (MUSC)	Outlet Adapter	11/30/2023	0	57.98 00026154
		Vendor Subtotal:			57.98
5660-50-5662-53120	VAN METER INDUSTRIAL INC	Connector	11/30/2023	0	22.55
		Vendor Subtotal:			22.55
5660-50-5662-53120	AMAZON.COM	2x2 Led Flat Panel Light	11/30/2023	0	219.99 00026017
		Vendor Subtotal:			219.99
5660-50-5662-53130	MENARDS (MUSC)	Plumbing	11/30/2023	0	114.97 00026010
		Vendor Subtotal:			114.97
5660-50-5662-53220	ARNOLD MOTOR SUPPLY	Hose	11/30/2023	0	18.78
		Vendor Subtotal:			18.78

5660-50-5662-53220	MENARDS (MUSC)	Misc. Supplies	11/30/2023	0	71.42 00026010
5660-50-5662-53220	MENARDS (MUSC)	Screws	11/30/2023	0	30.50
5660-50-5662-53220	MENARDS (MUSC)	Shelving	11/30/2023	0	455.89 00026023
5660-50-5662-53220	MENARDS (MUSC)	Swiffer	11/30/2023	0	17.63
5660-50-5662-53220	MENARDS (MUSC)	DAF Roof Repairs Supplies	11/30/2023	0	148.36 00026113
5660-50-5662-53220	MENARDS (MUSC)	6x4 Storage Unit	11/30/2023	0	510.17 00026132
5660-50-5662-53220	MENARDS (MUSC)	Hardware and Misc.	11/30/2023	0	232.39 00026154
Vendor Subtotal:					1,466.36
5660-50-5662-53220	MOTION INDUSTRIES INC	Bearing for Grit Building MAU	11/30/2023	0	138.83 00026019
5660-50-5662-53220	MOTION INDUSTRIES INC	Freight	11/30/2023	0	4.01
Vendor Subtotal:					142.84
5660-50-5662-53220	AMAZON.COM	Descaler	11/30/2023	0	50.49
5660-50-5662-53220	AMAZON.COM	Struvite Dosing Pump	11/30/2023	0	336.58 00026066
5660-50-5662-53220	AMAZON.COM	Sealant	11/30/2023	0	90.99
5660-50-5662-53220	AMAZON.COM	Chlorine Pump	11/30/2023	0	828.39 00026145
Vendor Subtotal:					1,306.45
5660-50-5662-62210	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF Rugs	11/30/2023	0	257.29
Vendor Subtotal:					257.29
5660-50-5662-62530	MARK A DIERCKS	Duplicate Keys	11/30/2023	0	20.00
Vendor Subtotal:					20.00
5660-50-5662-62530	BOB'S CRANE SERVICE L C	Crane Service to Set roughing Filter Wall	11/30/2023	0	760.00 00026045
Vendor Subtotal:					760.00
5660-50-5662-62530	DRJ GROUP, LLC	Annual Fire Extinguisher Maintenance	11/30/2023	0	1,366.70 00026179
Vendor Subtotal:					1,366.70
5660-50-5662-63500	PHELPS THE UNIFORM SPECIALIST	First Aid Supplies	11/30/2023	0	50.00

		Vendor Subtotal:			50.00
5660-50-5662-65210	MUSCATINE POWER & WATER	October Phones - WRRF	11/30/2023	0	20.99
		Vendor Subtotal:			20.99
5660-50-5662-65320	MUSCATINE POWER & WATER	October Electric - W Bank	11/30/2023	0	12,865.93
5660-50-5662-65320	MUSCATINE POWER & WATER	October Electric - E Bank	11/30/2023	0	16,438.93
		Vendor Subtotal:			29,304.86
5660-50-5662-65410	MUSCATINE POWER & WATER	October Water - WRRF	11/30/2023	0	178.11
		Vendor Subtotal:			178.11
5660-50-5662-65510	MUSCATINE POWER & WATER	October Internet - WRRF	11/30/2023	0	62.97
		Vendor Subtotal:			62.97
5660-50-5662-67130	LUCAS COMMUNICATION INC	Phone Work	11/30/2023	0	644.69 00026084
		Vendor Subtotal:			644.69
5660-50-5662-67320	AMAZON.COM	Front Right Fender for JD Gator	11/30/2023	0	147.50 00026047
		Vendor Subtotal:			147.50
5660-50-5662-67320	HAROLD BECK & SONS, INC	Beck 57-109 Rotary Actuator to Replace	11/30/2023	0	12,872.00 00025235
5660-50-5662-67320	HAROLD BECK & SONS, INC	Freight	11/30/2023	0	230.90
		Vendor Subtotal:			13,102.90
5660-50-5663-53120	VAN METER INDUSTRIAL INC	Wire for PLC's	11/30/2023	0	139.43 00026126
		Vendor Subtotal:			139.43
5660-50-5663-53120	INDUSTRIAL ELECTRONIC ENGINN	Yaskawa Mad Creek #1 VFD	11/30/2023	0	8,613.82 00025851

5660-50-5663-53120	INDUSTRIAL ELECTRONIC ENGINN	Shipping	11/30/2023	0	85.18
		Vendor Subtotal:			8,699.00
5660-50-5663-53210	GRAINGER DEPT 802675066	Number Set	11/30/2023	0	70.63
		Vendor Subtotal:			70.63
5660-50-5663-53210	BATTERIES PLUS BULBS	Batteries for Lift Station PLC's	11/30/2023	0	258.00 00026155
		Vendor Subtotal:			258.00
5660-50-5663-53220	FASTENAL COMPANY	Beam Clamp	11/30/2023	0	8.91
		Vendor Subtotal:			8.91
5660-50-5663-53220	GRAINGER DEPT 802675066	Clamps	11/30/2023	0	33.66
5660-50-5663-53220	GRAINGER DEPT 802675066	Filters	11/30/2023	0	72.84
		Vendor Subtotal:			106.50
5660-50-5663-65310	ALLIANT ENERGY	October Gas - Arbor Commons	11/30/2023	0	37.89
5660-50-5663-65310	ALLIANT ENERGY	November Gas - Bond	11/30/2023	0	43.38
5660-50-5663-65310	ALLIANT ENERGY	November Gas - Progress	11/30/2023	0	37.83
		Vendor Subtotal:			119.10
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Papoose	11/30/2023	0	2,308.48
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Isett	11/30/2023	0	2,276.76
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Canon	11/30/2023	0	105.70
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Slough	11/30/2023	0	29.99
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Houser	11/30/2023	0	69.50
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Hershey	11/30/2023	0	74.54
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Hershey B.U.	11/30/2023	0	26.78
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Bond	11/30/2023	0	239.55
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Schley	11/30/2023	0	115.86
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Magnolia	11/30/2023	0	29.55
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Mad Creek	11/30/2023	0	1,037.23
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Stormwater	11/30/2023	0	43.83
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Sampson	11/30/2023	0	117.24

5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Miles	11/30/2023	0	181.84
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - 57th Ave	11/30/2023	0	70.89
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Progress	11/30/2023	0	321.03
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Tipton	11/30/2023	0	202.46
5660-50-5663-65320	MUSCATINE POWER & WATER	October Electric - Loves	11/30/2023	0	379.23
Vendor Subtotal:					7,630.46
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Papoose	11/30/2023	0	85.49
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Isett	11/30/2023	0	60.89
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Canon	11/30/2023	0	42.54
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Hershey	11/30/2023	0	22.12
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Bond	11/30/2023	0	22.96
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Schley	11/30/2023	0	23.80
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Mad Creek	11/30/2023	0	86.24
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Sampson	11/30/2023	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Miles	11/30/2023	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - 57th Ave	11/30/2023	0	21.28
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Progress	11/30/2023	0	25.52
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Tipton	11/30/2023	0	22.12
5660-50-5663-65410	MUSCATINE POWER & WATER	October Water - Loves	11/30/2023	0	34.03
Vendor Subtotal:					489.55
5660-50-5665-52210	COLE-PARMER INSTRUMENT CO	Lab Supplies	11/30/2023	0	141.51 00026093
5660-50-5665-52210	COLE-PARMER INSTRUMENT CO	Thermometer with Laser	11/30/2023	0	188.28 00026174
Vendor Subtotal:					329.79
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Sodium Sulfate Anhydrous Granular	11/30/2023	0	121.24
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Hexadecne ReagentPlus	11/30/2023	0	103.87 00025999
5660-50-5665-52210	MIDLAND SCIENTIFIC INC	Lab Supplies	11/30/2023	0	410.19 00026098
Vendor Subtotal:					635.30
5660-50-5665-52210	SCP SCIENCE	Lab Supplies	11/30/2023	0	199.90 00026116
Vendor Subtotal:					199.90
5660-50-5665-52210	THERMO ELECTRON NORTH AMER	500 AERS Carbonate 4 mm Suppressor	11/30/2023	0	1,310.00 00026033

Vendor Subtotal:					1,310.00
5660-50-5665-52400	AMAZON.COM	Paper Towels	11/30/2023	0	109.35 00026153
Vendor Subtotal:					109.35
5660-50-5665-62510	MICROBAC LABORATORIES INC	Testing	11/30/2023	0	133.47 00026135
Vendor Subtotal:					133.47
5660-50-5665-62530	ALS GROUP USA, CORP	Testing	11/30/2023	0	1,030.00
Vendor Subtotal:					1,030.00
5660-50-5665-63300	AIRGAS USA LLC	Cylinder Rental	11/30/2023	0	60.91
Vendor Subtotal:					60.91
5660-50-5665-63500	PHELPS THE UNIFORM SPECIALIST	Laundry - WRRF Lab Coats	11/30/2023	0	27.16
Vendor Subtotal:					27.16
5660-50-5665-67320	NBS CALIBRATIONS	Equipment Calibration	11/30/2023	0	693.00 00025833
5660-50-5665-67320	NBS CALIBRATIONS	Equipment Calibration	11/30/2023	0	58.53
Vendor Subtotal:					751.53
5660-50-5665-69200	PACK-N-SHIP	Shipping	11/30/2023	0	130.01
Vendor Subtotal:					130.01
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	11/30/2023	0	17.42
5660-50-5665-69200	MAILBOXES & PARCEL DEPOT	Shipping	11/30/2023	0	43.71
Vendor Subtotal:					61.13
5660-50-5666-52830	MENARDS (MUSC)	Flashlight	11/30/2023	0	21.99 00026154

			Vendor Subtotal:		21.99
5660-50-5666-53220	AMAZON.COM	Fountains	11/30/2023	0	2,879.95 00026013
			Vendor Subtotal:		2,879.95
5660-50-5666-62510	STATE HYGIENIC LABORATORY A	Lab Testing	11/30/2023	0	635.50 00026011
			Vendor Subtotal:		635.50
5660-50-5666-62510	MICROBAC LABORATORIES INC	Testing	11/30/2023	0	172.50 00026135
			Vendor Subtotal:		172.50
5660-50-5666-74100	EMAG MUSCATINE CBG LLC	2024 Sierra 2500	11/30/2023	0	64,047.00 00025437
			Vendor Subtotal:		64,047.00
5660-50-5668-53120	VAN METER INDUSTRIAL INC	Lights	11/30/2023	0	78.81
			Vendor Subtotal:		78.81
5660-50-5668-53130	MENARDS (MUSC)	Plumbing for Hopper	11/30/2023	0	101.65 00026111
			Vendor Subtotal:		101.65
5660-50-5668-53220	MENARDS (MUSC)	Hose	11/30/2023	0	31.98
			Vendor Subtotal:		31.98
			Subtotal for FUND: 5660		150,722.76
5664-40-5664-52300	TIM SHAW	Reimb Carhart Bibs - T Shaw	11/30/2023	0	126.29
			Vendor Subtotal:		126.29
5664-40-5664-65240	IOWA ONE CALLS	October 2023	11/30/2023	0	245.70

		Vendor Subtotal:			245.70
5664-40-5664-65260	US CELLULAR	Cell Phones	11/30/2023	0	52.73
		Vendor Subtotal:			52.73
5664-40-5664-65275	VERIZON	July GPS	11/30/2023	0	10.95
5664-40-5664-65275	VERIZON	September GPS	11/30/2023	0	10.95
5664-40-5664-65275	VERIZON	May GPS	11/30/2023	0	10.45
5664-40-5664-65275	VERIZON	October GPS	11/30/2023	0	10.95
		Vendor Subtotal:			43.30
5664-40-5664-73100	SULZCO	Cleaning Drainage Ditch Between Phelps	11/30/2023	0	2,925.00 00026016
		Vendor Subtotal:			2,925.00
		Subtotal for FUND: 5664			3,393.02
5711-10-5711-61650	CARVER AERO INC	December 2023	12/05/2023	0	3,875.00
		Vendor Subtotal:			3,875.00
5711-10-5711-62530	DRJ GROUP, LLC	Fire Extinguisher Maintenance	11/30/2023	0	979.00
		Vendor Subtotal:			979.00
5711-10-5711-65320	MUSCATINE POWER & WATER	October Electric - Airport Runway	11/30/2023	0	41.84
5711-10-5711-65320	MUSCATINE POWER & WATER	October Electric - Airport Gate	11/30/2023	0	42.48
5711-10-5711-65320	MUSCATINE POWER & WATER	October Electric - Airport Comm	11/30/2023	0	54.55
5711-10-5711-65320	MUSCATINE POWER & WATER	October Electric - Airport Lights	11/30/2023	0	38.85
5711-10-5711-65320	MUSCATINE POWER & WATER	October Electric - Airport Comm	11/30/2023	0	58.18
		Vendor Subtotal:			235.90
		Subtotal for FUND: 5711			5,089.90

5811-00-0000-11550	MUNICIPAL COLLECTIONS OF AMEMCOA - Agent Fee October		11/30/2023	0	105.00
	Vendor Subtotal:				105.00
5811-00-0000-24400	BOUND TREE MEDICAL LLC	Ambulance Supplies	11/30/2023	0	584.95
	Vendor Subtotal:				584.95
5811-20-5811-35150	IOWA MEDICAID ENTERPRISE (IME GEMT December 2023		11/30/2023	0	10,718.77
	Vendor Subtotal:				10,718.77
5811-20-5811-35160	PEKIN INS	Reimb Ambulance Service L Morgan #A	11/30/2023	0	1,030.00
	Vendor Subtotal:				1,030.00
5811-20-5811-51100	AMAZON.COM	Desk Organizer/Index Cards/Binder/Pape	11/30/2023	0	70.67
	Vendor Subtotal:				70.67
5811-20-5811-52300	BERLINS PRO SHOP	Uniform T-Shirts-O'Brien/Davis/Rivera	11/30/2023	0	88.20
	Vendor Subtotal:				88.20
5811-20-5811-52300	AMAZON.COM	TEMS Pant - A Summitt	11/30/2023	0	64.99
5811-20-5811-52300	AMAZON.COM	TEMS clothing (A. Summitt) - Bulliant	11/30/2023	0	22.99 00026074
5811-20-5811-52300	AMAZON.COM	TEMS Clothing (Rymars, Joslyn) - 5.11	11/30/2023	0	128.82 00026074
5811-20-5811-52300	AMAZON.COM	TEMS Clothing (Rymars, Joslyn) - Bulli	11/30/2023	0	45.98 00026074
	Vendor Subtotal:				262.78
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#792-5-0236-61 GreenLine Replacement	11/30/2023	0	16.79 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#660014 Padded Board Splint 54in L x 3i	11/30/2023	0	18.98 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#L980010 Stifneck Select Extrication Co	11/30/2023	0	319.00 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2615-16015 Reusable NIBP Blood Press	11/30/2023	0	52.99 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#D4804 Bulb Tip Yankauer w/Tubing St	11/30/2023	0	27.95 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84230 Curaplex CuraSlide XC Sal	11/30/2023	0	89.00 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2711-30310 Curaplex Pulse Oximeter	11/30/2023	0	78.58 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#3141-91010 Curaplex Instant Head Imm	11/30/2023	0	92.20 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2351-14922 SurgiVet Recovery/Pet Oxy	11/30/2023	0	145.99 00026007

5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1612-84245 Curaplex CuraSlide XC Sal	11/30/2023	0	89.00 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2712-25010 Masimo M-LNCS DC-I Sp	11/30/2023	0	245.99 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1071-10204 Curaplex Emesis Bag Stanc	11/30/2023	0	155.94 00026007
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2522-00818 G3 Breather Pack Red	11/30/2023	0	280.99 00026032
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#313-4602NCEA GO-PAP Kit w/Neb-Cc	11/30/2023	0	869.90 00026062
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#533-MS-25058EA Curaplex Total Non-	11/30/2023	0	4.77 00026062
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#D4804 Bulb Tip Yankauer w/Tubing St	11/30/2023	0	55.90 00026062
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok w/Tamper Evident S	11/30/2023	0	59.62 00026062
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#30058 Curaplex Total Non-rebreather C	11/30/2023	0	7.77 00026062
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#N7281NICKIT Nic the Dragon Pediatri	11/30/2023	0	8.92 00026062
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#065-520212000EA SPUR II BVM w/B.	11/30/2023	0	197.88 00026062
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14690 Curaplex Select Nasophary	11/30/2023	0	28.70 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2010-34100 Curaplex Berman Oral Air	11/30/2023	0	1.80 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1712-15830 Curaplex IV Admin Set 15	11/30/2023	0	159.50 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#1211-03020 Multi-purpose Trauma Dre	11/30/2023	0	6.27 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2523-03107 G3 Airway Cell EMS Bag	11/30/2023	0	111.05 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#30050 Curaplex Nasal Cannula Green /	11/30/2023	0	13.00 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2114-44434 King LTS-D Supraglottic /	11/30/2023	0	58.00 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2522-00802 G3 Breather Pack Blue	11/30/2023	0	292.99 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#G2291 Cynch-Lok w/Tamper Evident S	11/30/2023	0	59.62 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2021-14665 Curaplex Select Nasophary	11/30/2023	0	28.70 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#D4804 Bulb Tip Yankauer w/Tubing St	11/30/2023	0	27.95 00025893
5811-20-5811-52840	BOUND TREE MEDICAL LLC	#2223-80078 LSU NiMH Battery - Repl:	11/30/2023	0	417.27 00025896
Vendor Subtotal:					4,023.01
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	11/30/2023	0	96.85
5811-20-5811-52840	S.J. SMITH CO.	Oxygen	11/30/2023	0	51.09
5811-20-5811-52840	S.J. SMITH CO.	Oxygen Tank Rental	11/30/2023	0	92.38
Vendor Subtotal:					240.32
5811-20-5811-52840	WESTER DRUG	Oxygen Tank Rentals	11/30/2023	0	60.00
Vendor Subtotal:					60.00
5811-20-5811-52840	AMAZON.COM	Whiteboards	11/30/2023	0	64.80
Vendor Subtotal:					64.80
5811-20-5811-52840	VYAIRE	#14858-001 M2M CIRC SPU W/O PEEF	11/30/2023	0	383.28 00025415

		Vendor Subtotal:			383.28
5811-20-5811-52840	UNITYPOINT HEALTH	Ambulance ReStock - October	11/30/2023	0	560.57
		Vendor Subtotal:			560.57
5811-20-5811-52840	JOHN PETERS	Reimb for Ambulance Supplies	11/30/2023	0	10.69
		Vendor Subtotal:			10.69
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Brake Pad	11/30/2023	0	68.53
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Brake Pad	11/30/2023	0	83.82
5811-20-5811-53220	ARNOLD MOTOR SUPPLY	Air Filter	11/30/2023	0	13.20
		Vendor Subtotal:			165.55
5811-20-5811-61140	PCC INC	Ambulance Billing October	11/30/2023	0	5,318.28
		Vendor Subtotal:			5,318.28
5811-20-5811-62220	STERICYCLE INC	Medical Waste Hauling - December	11/30/2023	0	224.15
		Vendor Subtotal:			224.15
5811-20-5811-65260	AT&T MOBILITY	October Cell Phones	11/30/2023	0	392.68
		Vendor Subtotal:			392.68
5811-20-5811-67130	CURRY'S RD TRUCK & TRAILER RE	Emergency Repairs to Ambulance #352 -	11/30/2023	0	470.89 00025949
		Vendor Subtotal:			470.89
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	11/30/2023	0	49.03
		Vendor Subtotal:			49.03
5811-20-5811-67310	ADVANCED BUSINESS SYSTEMS INC	Copier	11/30/2023	0	193.30

		Vendor Subtotal:			193.30
5811-20-5811-67320	S.J. SMITH CO.	Oxygen Cylinder ReTest	11/30/2023	0	150.00
		Vendor Subtotal:			150.00
5811-20-5811-67320	STRYKER SALES CORPORATION	Annual Maintenance Contract	11/30/2023	0	7,497.00
		Vendor Subtotal:			7,497.00
5811-20-5811-69200	PACK-N-SHIP	Shipping	11/30/2023	0	89.48
5811-20-5811-69200	PACK-N-SHIP	Shipping	11/30/2023	0	68.26
5811-20-5811-69200	PACK-N-SHIP	Vent Sent in for Service	11/30/2023	0	209.95 00026006
		Vendor Subtotal:			367.69
		Subtotal for FUND: 5811			33,031.61
7625-40-7625-52300	RANDY MOELLER	Reimb Shoes - Moeller	11/30/2023	0	132.49
		Vendor Subtotal:			132.49
7625-40-7625-52400	AMAZON.COM	Blue Shop Towels	11/30/2023	0	411.42 00026069
		Vendor Subtotal:			411.42
7625-40-7625-52740	ARNOLD MOTOR SUPPLY	Gear Oil	11/30/2023	0	53.82
		Vendor Subtotal:			53.82
7625-40-7625-52740	RAINBO OIL CO-JET BULK OIL	55 Gallon Drum of hyd oil Transfer Static	11/30/2023	0	564.85 00026110
		Vendor Subtotal:			564.85
7625-40-7625-52750	CHEMSEARCH	Diesel Fuel Treatment for Tank #3	11/30/2023	0	1,274.70 00025978
7625-40-7625-52750	CHEMSEARCH	Fuel Surcharge	11/30/2023	0	9.95

Vendor Subtotal:					1,284.65
7625-40-7625-52830	NAPA OF MUSCATINE	Oil Caddy for the Shop	11/30/2023	0	315.00 00026136
Vendor Subtotal:					315.00
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Cavity Wax	11/30/2023	0	63.26
7625-40-7625-53210	ARNOLD MOTOR SUPPLY	Sockets	11/30/2023	0	35.22
Vendor Subtotal:					98.48
7625-40-7625-53210	NAPA OF MUSCATINE	Brake Pads/Filter	11/30/2023	0	171.04 00026083
7625-40-7625-53210	NAPA OF MUSCATINE	Filter	11/30/2023	0	79.18
7625-40-7625-53210	NAPA OF MUSCATINE	Battery Accessories	11/30/2023	0	29.68
7625-40-7625-53210	NAPA OF MUSCATINE	Relay	11/30/2023	0	63.84
7625-40-7625-53210	NAPA OF MUSCATINE	Filter/Blade	11/30/2023	0	39.52
7625-40-7625-53210	NAPA OF MUSCATINE	Boxed Capsules/Filter	11/30/2023	0	46.92
7625-40-7625-53210	NAPA OF MUSCATINE	Gear Oil	12/05/2023	0	10.34
Vendor Subtotal:					440.52
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filter/Lubricant	11/30/2023	0	72.31
7625-40-7625-53210	CARQUEST OF MUSCATINE	Brake Clean	11/30/2023	0	97.65
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters for 439	11/30/2023	0	363.16 00026183
7625-40-7625-53210	CARQUEST OF MUSCATINE	Filters	11/30/2023	0	99.31
Vendor Subtotal:					632.43
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Cavity Wax	11/30/2023	0	68.56
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Gas/Oxygen for Shop	11/30/2023	0	187.90 00026067
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Heater Core	11/30/2023	0	37.61
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Amp Test Clip	11/30/2023	0	2.50
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Silcone Paste	11/30/2023	0	52.86
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Batteries for 744	11/30/2023	0	357.66 00026072
7625-40-7625-53220	ARNOLD MOTOR SUPPLY	Brake Pads	11/30/2023	0	32.52
Vendor Subtotal:					739.61
7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Plate/Pin/Bushing/Support for 440	11/30/2023	0	250.18 00026044

7625-40-7625-53220	ELLIOTT EQUIPMENT COMPANY	Shipping	11/30/2023	0	26.47
		Vendor Subtotal:			276.65
7625-40-7625-53220	MACQUEEN EQUIPMENT INC	Wire for Brooms on #70	11/30/2023	0	509.94 00025599
7625-40-7625-53220	MACQUEEN EQUIPMENT INC	Wire for Brooms on #70	11/30/2023	0	72.04
		Vendor Subtotal:			581.98
7625-40-7625-53220	MIDWEST WHEEL CO	Front Wheels for 28 Studded Tires	11/30/2023	0	844.12 00026141
		Vendor Subtotal:			844.12
7625-40-7625-53220	NAPA OF MUSCATINE	Oxygen Senor	11/30/2023	0	37.83
7625-40-7625-53220	NAPA OF MUSCATINE	Filter	11/30/2023	0	10.83
7625-40-7625-53220	NAPA OF MUSCATINE	Fuel Filter	11/30/2023	0	32.42
		Vendor Subtotal:			81.08
7625-40-7625-53220	ODB COMPANY	Throttle Cable for #173	11/30/2023	0	243.00 00025961
7625-40-7625-53220	ODB COMPANY	Throttle Cable for #173	11/30/2023	0	30.99
7625-40-7625-53220	ODB COMPANY	Clamps for 172	11/30/2023	0	114.00 00026070
7625-40-7625-53220	ODB COMPANY	Clamps for 172	11/30/2023	0	27.44
		Vendor Subtotal:			415.43
7625-40-7625-53220	GTG PETERBILT - DAVENPORT	Nox Sensor	11/30/2023	0	571.10 00025661
		Vendor Subtotal:			571.10
7625-40-7625-53220	RAINBO OIL CO-JET BULK OIL	DEF for Refuse	11/30/2023	0	346.50 00026054
		Vendor Subtotal:			346.50
7625-40-7625-53220	REEVES BATTERY SALES	Batteries for 109/812/872	11/30/2023	0	390.00 00026178
		Vendor Subtotal:			390.00
7625-40-7625-53220	SADLER POWER TRAIN INC	Brake Parts for 434 Rear	11/30/2023	0	668.20 00026073

7625-40-7625-53220	SADLER POWER TRAIN INC	Brake Pads for 439 Front	11/30/2023	0	213.46 00026081
7625-40-7625-53220	SADLER POWER TRAIN INC	Brake Kits for 440	11/30/2023	0	342.99 00026085
7625-40-7625-53220	SADLER POWER TRAIN INC	Torq Nut	11/30/2023	0	174.44
7625-40-7625-53220	SADLER POWER TRAIN INC	Return	11/30/2023	0	-174.44
7625-40-7625-53220	SADLER POWER TRAIN INC	Rear Brake Parts for 434	11/30/2023	0	851.68 00026194
Vendor Subtotal:					2,076.33
7625-40-7625-53220	THOMAS BUS SALES OF IOWA INC	AC Fans for 253/254/255	11/30/2023	0	1,162.80 00025430
7625-40-7625-53220	THOMAS BUS SALES OF IOWA INC	AC Fans for 253/254/255	11/30/2023	0	80.24
Vendor Subtotal:					1,243.04
7625-40-7625-53220	TRUCKS UNLIMITED INC	Hub Caps	11/30/2023	0	38.66
Vendor Subtotal:					38.66
7625-40-7625-53220	T-MOBILE	AC Parts for 253	11/30/2023	0	324.21 00025315
Vendor Subtotal:					324.21
7625-40-7625-53220	TRUCK EQUIPMENT	Hydraulic Pump for Dump Bed Assembly	11/30/2023	0	824.56 00026077
Vendor Subtotal:					824.56
7625-40-7625-53220	GARAGE 5SIX3	Alignment #736	11/30/2023	0	97.20
Vendor Subtotal:					97.20
7625-40-7625-53220	EMAG MUSCATINE FD LLC	Visor	11/30/2023	0	71.82
Vendor Subtotal:					71.82
7625-40-7625-53220	SHUR CO	Tarps for Trailers	11/30/2023	0	1,089.71 00025931
7625-40-7625-53220	SHUR CO	Freight	11/30/2023	0	79.29
7625-40-7625-53220	SHUR CO	Tarps for Trailers	11/30/2023	0	0.20
Vendor Subtotal:					1,169.20

7625-40-7625-53220	JEFF'S CUSTOM REPAIR	Flatbed for 401	11/30/2023	0	5,500.00 00026091
7625-40-7625-53220	JEFF'S CUSTOM REPAIR	Shipping	11/30/2023	0	135.00
		Vendor Subtotal:			5,635.00
7625-40-7625-53220	COURTESY RAM	Brake Pads for 261	11/30/2023	0	153.00 00026128
		Vendor Subtotal:			153.00
7625-40-7625-62530	LUCAS COMMUNICATION INC	Add Ringer to the Shop	11/30/2023	0	504.83 00025770
		Vendor Subtotal:			504.83
7625-40-7625-62530	SAFETY-KLEEN, INC	Washer Parts	11/30/2023	0	392.93
		Vendor Subtotal:			392.93
7625-40-7625-65275	VERIZON	May GPS	11/30/2023	0	17.79
7625-40-7625-65275	VERIZON	September GPS	11/30/2023	0	16.88
7625-40-7625-65275	VERIZON	October GPS	11/30/2023	0	17.82
7625-40-7625-65275	VERIZON	July GPS	11/30/2023	0	17.45
		Vendor Subtotal:			69.94
7625-40-7625-67130	ALTORFER INC	Track Guarding Equipment for 418	11/30/2023	0	13,494.05 00026184
7625-40-7625-67130	ALTORFER INC	Replace Segment in 418	11/30/2023	0	949.07 00025919
		Vendor Subtotal:			14,443.12
7625-40-7625-67130	ELLIOTT EQUIPMENT COMPANY	Rebuild Packer and Cylinders on 439	11/30/2023	0	13,000.00 00025950
7625-40-7625-67130	ELLIOTT EQUIPMENT COMPANY	Rebuild Packer and Cylinders on 439	11/30/2023	0	1,547.17
		Vendor Subtotal:			14,547.17
7625-40-7625-67130	JACK'S BRAKE & ALIGNMENT INC	Alignment for 254	11/30/2023	0	249.55 00026056
		Vendor Subtotal:			249.55
7625-40-7625-67130	JIM HAWK TRUCK TRAILERS INC	Replace Floor on RC14	11/30/2023	0	35,170.00 00025792

7625-40-7625-67130	JIM HAWK TRUCK TRAILERS INC	Replace Floor on RC14	11/30/2023	0	6,001.97
		Vendor Subtotal:			41,171.97
7625-40-7625-67130	GTG PETERBILT - DAVENPORT	Short Paid Emergency Repair Invoice	11/30/2023	0	2,916.25
7625-40-7625-67130	GTG PETERBILT - DAVENPORT	Labor for #153 (installing new Nox Sens	11/30/2023	0	782.00 00025661
		Vendor Subtotal:			3,698.25
7625-40-7625-67130	TRUCK AND AUTO REPAIR	October Monthly Inspections for RC13/1	11/30/2023	0	281.00 00026042
		Vendor Subtotal:			281.00
7625-40-7625-67130	JASON SELL	Engine Replacement in 744	11/30/2023	0	7,409.63 00025794
7625-40-7625-67130	JASON SELL	Tow	11/30/2023	0	85.00
		Vendor Subtotal:			7,494.63
7625-40-7625-67130	THOMPSON TRUCKING INC	Repairs to #71	11/30/2023	0	1,321.00 00025928
		Vendor Subtotal:			1,321.00
7625-40-7625-67130	RDO TRUCK CENTERS	Replace Engine in 437	11/30/2023	0	52,000.00 00024981
7625-40-7625-67130	RDO TRUCK CENTERS	Replace Engine in 437	11/30/2023	0	5,619.07
		Vendor Subtotal:			57,619.07
7625-40-7625-67130	EMAG MUSCATINE FD LLC	Install Rear Brakes on 261	11/30/2023	0	327.56 00026177
7625-40-7625-67130	EMAG MUSCATINE FD LLC	Install Rear Brakes on 261	11/30/2023	0	0.40
		Vendor Subtotal:			327.96
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	2 Used Tires for Front of 904 Installed	11/30/2023	0	100.00 00026041
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs for 751/609/752/257	11/30/2023	0	132.80 00026043
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs for 439	11/30/2023	0	102.50 00026068
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tires for Stock	11/30/2023	0	608.00 00025998
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	11/30/2023	0	88.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for 440	11/30/2023	0	260.00 00026131
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	2 315/80R22.5 Steers for Stock	11/30/2023	0	990.00 00026102
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	2 315/80R22.5 Steers for Stock	11/30/2023	0	480.00

7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire for Police Cars for Stock	11/30/2023	0	838.75 00026105
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	11/30/2023	0	77.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Tire Repairs	11/30/2023	0	28.50
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Repairs for Tires	11/30/2023	0	283.65 00026187
7625-40-7625-67140	A-1 QUALITY TIRE & CAR CARE	Mount Tire	11/30/2023	0	63.75
		Vendor Subtotal:			4,053.95
		Subtotal for FUND: 7625			165,988.52
7921-00-7921-38420	JOHN DEERE FINANCIAL	Shoes - C Williams	11/30/2023	0	24.99
		Vendor Subtotal:			24.99
7921-00-7921-38650	MUNICIPAL COLLECTIONS OF AMEMCOA - Agent Fee October		11/30/2023	0	25.53
		Vendor Subtotal:			25.53
7921-00-7921-46400	IMWCA	Work Comp Install #6	12/05/2023	0	13,051.00
		Vendor Subtotal:			13,051.00
7921-00-7921-69900	SUNSET PARK	MCOA Collections - K Locey Former Te	11/30/2023	0	102.11
		Vendor Subtotal:			102.11
		Subtotal for FUND: 7921			13,203.63
7940-00-7940-65210	MUSCATINE POWER & WATER	November Base PRI	11/30/2023	0	70.54
		Vendor Subtotal:			70.54
7940-00-7940-65240	MUSCATINE POWER & WATER	October - November Machlink	11/30/2023	0	123.98
		Vendor Subtotal:			123.98
7940-00-7940-65275	VERIZON	July GPS	11/30/2023	0	34.90
7940-00-7940-65275	VERIZON	September GPS	11/30/2023	0	33.76

7940-00-7940-65275	VERIZON	October GPS	11/30/2023	0	35.63
7940-00-7940-65275	VERIZON	May GPS	11/30/2023	0	35.58
		Vendor Subtotal:			139.87
		Subtotal for FUND: 7940			334.39
8143-10-8143-72400	MUSCATINE DOWNTOWN INVESTC	Downtown Housing Pay App #1	11/30/2023	0	120,000.00
		Vendor Subtotal:			120,000.00
		Subtotal for FUND: 8143			120,000.00
8400-05-8400-74200	MTI DISTRIBUTING INC	Ventrac Parts	11/30/2023	0	1,030.50
8400-05-8400-74200	MTI DISTRIBUTING INC	Rough Mower - Model 72098; Toro 7500	11/30/2023	0	46,700.92 00025358
		Vendor Subtotal:			47,731.42
		Subtotal for FUND: 8400			47,731.42
8450-05-8450-74250	DELL MARKETING L.P.	U2424H Dell UltraSharp 24" Monitor	11/30/2023	0	1,329.95 00026137
		Vendor Subtotal:			1,329.95
8450-05-8450-74250	AMAZON.COM	Ubiquiti UniFi Dream Router	11/30/2023	0	250.00 00026127
8450-05-8450-74250	AMAZON.COM	Microsoft Surface Dock 4	11/30/2023	0	239.99 00026140
8450-05-8450-74250	AMAZON.COM	USB-C to DisplayPort Cable - 6.6'	11/30/2023	0	14.98 00026140
8450-05-8450-74250	AMAZON.COM	Belkin 6' USB Extension Cable	11/30/2023	0	3.95 00026140
8450-05-8450-74250	AMAZON.COM	USB Wall Charger	11/30/2023	0	5.68 00026140
		Vendor Subtotal:			514.60
		Subtotal for FUND: 8450			1,844.55
8451-30-8451-74250	APPLE	MUF82AM/A USB-C Digital AV Multip	11/30/2023	0	69.00 00026009
8451-30-8451-74250	APPLE	MK2A3LL/A Magic Keyboard - US Eng	11/30/2023	0	99.00 00026009
8451-30-8451-74250	APPLE	MMM3AM/A Magic Mouse - Black M	11/30/2023	0	99.00 00026009
8451-30-8451-74250	APPLE	MQKT3LL/A MacBook Air 512GB 15"	11/30/2023	0	1,399.00 00026009

			Vendor Subtotal:		1,666.00
8451-30-8451-74250	AMAZON.COM	STGX4000400 Seagate Portable 4TB Ext	11/30/2023	0	1,176.89 00026071
8451-30-8451-74250	AMAZON.COM	Micro USB 3.0 Cable - 6'	11/30/2023	0	8.99 00026071
8451-30-8451-74250	AMAZON.COM	External Hard Drive/Micro Cable	11/30/2023	0	122.86
			Vendor Subtotal:		1,308.74
			Subtotal for FUND: 8451		2,974.74
8801-10-8801-68300	PEARL CITY SALON & BARBER	Small Business Forgivable Loan	11/30/2023	0	17,066.00
			Vendor Subtotal:		17,066.00
			Subtotal for FUND: 8801		17,066.00
8802-10-8802-68300	JALISCIENSE MEXICAN FOOD	Code/ADA Forgivable Loan	11/30/2023	0	10,000.00
			Vendor Subtotal:		10,000.00
8802-10-8802-68300	WARRIOR BLEND OATMEAL	Code/ADA Small Business Forgivable Lc	11/30/2023	0	6,663.00
			Vendor Subtotal:		6,663.00
8802-10-8802-68300	PERFECT NAILS AND TAN	Code/APA Forgivable Loan	11/30/2023	0	7,884.00
			Vendor Subtotal:		7,884.00
			Subtotal for FUND: 8802		24,547.00
9002-00-0000-11220	SUSAN SHOEMAKER	A/R November Rent	11/30/2023	0	-186.40
			Vendor Subtotal:		-186.40
9002-00-0000-21140	SUSAN SHOEMAKER	S/D Refund	11/30/2023	0	500.00

			Vendor Subtotal:		500.00
9002-00-0000-21370	CITY OF MUSCATINE	Pmt in Lieu of Taxes FY23 CH	11/30/2023	0	22,219.72
			Vendor Subtotal:		22,219.72
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 11/22/23	11/30/2023	0	2,798.10
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 11/22/23	11/30/2023	0	88.63
9002-90-9020-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 11/22/23	11/30/2023	0	2.28
			Vendor Subtotal:		2,889.01
9002-90-9020-41400	NAN MCKAY & ASSOCIATES INC	1/2 of cost NanMcKay HOTMA Policy V	11/30/2023	0	225.00 00025077
			Vendor Subtotal:		225.00
9002-90-9020-41902	LUPTON & TOYNE PRINTERS	Envelopes	11/30/2023	0	70.50
			Vendor Subtotal:		70.50
9002-90-9020-41904	CITY OF MUSCATINE HOUSING RE'	Phone Allowance 11/22/23	11/30/2023	0	4.50
			Vendor Subtotal:		4.50
9002-90-9020-41907	IOWA NAHRO	Dues - Muscatine Housing	11/30/2023	0	31.50
			Vendor Subtotal:		31.50
9002-90-9020-41910	MUSCATINE COUNTY SHERIFF	Eviction L Hill	11/30/2023	0	60.00
			Vendor Subtotal:		60.00
9002-90-9020-41910	TENANT REPORTS.COM LLC	Background Checks	11/30/2023	0	36.00
			Vendor Subtotal:		36.00
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 11/22/23	11/30/2023	0	1,895.73

9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Part-Time Wages 11/22/23		11/30/2023	0	1,374.61
9002-90-9020-44100	CITY OF MUSCATINE HOUSING RE' Maint Longevity 11/22/23		11/30/2023	0	4.55
Vendor Subtotal:					3,274.89
9002-90-9020-44201	MENARDS (MUSC)	Easy Touch Spray/ZEP Carpet Cleaner	11/30/2023	0	71.90
9002-90-9020-44201	MENARDS (MUSC)	Return	11/30/2023	0	-95.94
9002-90-9020-44201	MENARDS (MUSC)	Dust Pan/Pine Cleaner/Dipstick	11/30/2023	0	93.52
9002-90-9020-44201	MENARDS (MUSC)	Pinesol	11/30/2023	0	8.98
Vendor Subtotal:					78.46
9002-90-9020-44205	HD SUPPLY FACILITIES MAINT	Replacement Lens	11/30/2023	0	89.24
9002-90-9020-44205	HD SUPPLY FACILITIES MAINT	Replacement Lens	11/30/2023	0	89.24
Vendor Subtotal:					178.48
9002-90-9020-44205	MENARDS (MUSC)	Bulbs	11/30/2023	0	95.94
9002-90-9020-44205	MENARDS (MUSC)	Bulbs	11/30/2023	0	43.98
9002-90-9020-44205	MENARDS (MUSC)	Vanity Light	11/30/2023	0	64.99
Vendor Subtotal:					204.91
9002-90-9020-44205	VAN METER INDUSTRIAL INC	Bulbs	11/30/2023	0	79.32
9002-90-9020-44205	VAN METER INDUSTRIAL INC	Cover	11/30/2023	0	72.64
9002-90-9020-44205	VAN METER INDUSTRIAL INC	Return	11/30/2023	0	-72.64
9002-90-9020-44205	VAN METER INDUSTRIAL INC	Bulbs	11/30/2023	0	57.32
Vendor Subtotal:					136.64
9002-90-9020-44205	AMAZON.COM	Receptacle Outlet	11/30/2023	0	99.96
9002-90-9020-44205	AMAZON.COM	LED Exit Light	11/30/2023	0	36.86
9002-90-9020-44205	AMAZON.COM	Receptacle Outlet	11/30/2023	0	74.97
9002-90-9020-44205	AMAZON.COM	Receptacle Outlet	11/30/2023	0	99.96
Vendor Subtotal:					311.75
9002-90-9020-44207	SHERWIN WILLIAMS	Paint	11/30/2023	0	34.75
Vendor Subtotal:					34.75

9002-90-9020-44301	CITY OF MUSCATINE	December 2023	12/05/2023	0	182.32
Vendor Subtotal:					182.32
9002-90-9020-44302	SUSAN SHOEMAKER	Move Out Cleaning	11/30/2023	0	-71.61
Vendor Subtotal:					-71.61
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-22-23 Bed Bug Treatment CH 4	11/30/2023	0	250.00 00026096
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-22-23 CH 301 3rd Bed Bug Foll	11/30/2023	0	100.00 00026122
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1102	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1104	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1103	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1106	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1107	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 1004	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 504	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-16-23 CH 508 Bed Bug Initial	11/30/2023	0	430.00 00026039
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-16-23 CH 508 Bed Bug Initial	11/30/2023	0	8.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 402	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 306	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-22-23 Bed Bug Treatments CH:	11/30/2023	0	200.00 00026096
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 805	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	Pest Control 606	11/30/2023	0	20.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-16-23 CH 1100 Bed Bug Initial	11/30/2023	0	360.00 00026039
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-16-23 CH 1100 Bed Bug Initial	11/30/2023	0	8.00
9002-90-9020-44303	SPANN'S PEST CONTROL LLC	DOS 11-16-23 CH 1101 Bed Bug Initial	11/30/2023	0	250.00 00026039
Vendor Subtotal:					1,826.00
9002-90-9020-44307	SCHUMACHER ELEVATOR COMPA	Elevator Maintenance	11/30/2023	0	176.25
Vendor Subtotal:					176.25
9002-90-9020-44309	STATE CHEMICAL	CH Boiler Chemicals Stock	11/30/2023	0	299.00 00026005
Vendor Subtotal:					299.00
9002-90-9020-44311	KELLY HEATING COOLING & PLBG	Plugged Sink CH 1005	11/30/2023	0	160.00

		Vendor Subtotal:			160.00
9002-90-9020-44313	ZACK STUMBO	Lawn Care - November	11/30/2023	0	30.00
		Vendor Subtotal:			30.00
9002-90-9020-44315	SUSAN SHOEMAKER	Move Out Transfer Station Charges	11/30/2023	0	-19.00
9002-90-9020-44315	SUSAN SHOEMAKER	Move Out Damages	11/30/2023	0	-47.74
		Vendor Subtotal:			-66.74
9002-90-9020-44317	TRI-STATE AUTOMATIC SPRINKLE	Elevator Maintenance	11/30/2023	0	484.18
9002-90-9020-44317	TRI-STATE AUTOMATIC SPRINKLE CH	Sprinkler 3-Year Dry Test Inspection	11/30/2023	0	625.00 00024996
9002-90-9020-44317	TRI-STATE AUTOMATIC SPRINKLE CH	Sprinkler 3-Year Dry Test Inspection	11/30/2023	0	30.00
9002-90-9020-44317	TRI-STATE AUTOMATIC SPRINKLE CH	Fire Sprinkler Repair: Replace Flow :	11/30/2023	0	950.00 00025092
9002-90-9020-44317	TRI-STATE AUTOMATIC SPRINKLE CH	Fire Sprinkler Repair: Replace Flow :	11/30/2023	0	30.00
		Vendor Subtotal:			2,119.18
9002-90-9020-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 11/22/23	11/30/2023	0	13.18
		Vendor Subtotal:			13.18
9002-90-9020-45401	CITY OF MUSCATINE HOUSING RE'	FICA 11/22/23	11/30/2023	0	438.77
		Vendor Subtotal:			438.77
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 11/22/23	11/30/2023	0	581.89
9002-90-9020-45402	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages	11/30/2023	0	1,285.83
		Vendor Subtotal:			1,867.72
9002-90-9020-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 11/22/23	11/30/2023	0	3,656.37
		Vendor Subtotal:			3,656.37
9002-90-9020-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 11/22/23	11/30/2023	0	20.65

			Vendor Subtotal:	20.65
9002-90-9020-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 11/22/23	11/30/2023	0 62.85
			Vendor Subtotal:	62.85
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'	LTD Insurance 11/22/23	11/30/2023	0 26.33
9002-90-9020-45406	CITY OF MUSCATINE HOUSING RE'	LTD BW Insurance 11/22/23	11/30/2023	0 3.19
			Vendor Subtotal:	29.52
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 602 Flooring: Covebase Vinyl Trim I	11/30/2023	0 152.00 00025956
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 602 Flooring: Floor Prep Labor per H	11/30/2023	0 100.00 00025956
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 602 Flooring: Floor Prep Materials p	11/30/2023	0 65.98 00025956
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 602 Flooring: Install Vinyl Plank per	11/30/2023	0 789.25 00025956
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 602 Flooring: Covebase Vinyl Trim	11/30/2023	0 190.00 00025956
9002-90-9020-75200	CARRIAGE HOUSE CARPET ONE	CH 602 Flooring: Tearout VCT per ft²	11/30/2023	0 232.50 00025956
			Vendor Subtotal:	1,529.73
			Subtotal for FUND: 9002	42,342.90
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 11/22/23	11/30/2023	0 1,100.10
9004-90-9040-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 11/22/23	11/30/2023	0 5.20
			Vendor Subtotal:	1,105.30
9004-90-9040-41910	TENANT REPORTS.COM LLC	Background Checks	11/30/2023	0 6.00
			Vendor Subtotal:	6.00
9004-90-9040-43700	ALLIANT ENERGY	October Gas - Hershey	11/30/2023	0 263.07
			Vendor Subtotal:	263.07
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 11/22/23	11/30/2023	0 947.88
9004-90-9040-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 11/22/23	11/30/2023	0 12.03

		Vendor Subtotal:		959.91
9004-90-9040-44201	NEAL'S VACUUM & SEWING CENTIFilter	11/30/2023	0	22.00
		Vendor Subtotal:		22.00
9004-90-9040-44301	CITY OF MUSCATINE December 2023	12/05/2023	0	98.20
		Vendor Subtotal:		98.20
9004-90-9040-44303	SPANN'S PEST CONTROL LLC Pest Control 205	11/30/2023	0	20.00
9004-90-9040-44303	SPANN'S PEST CONTROL LLC Pest Control 108	11/30/2023	0	20.00
		Vendor Subtotal:		40.00
9004-90-9040-44313	ZACK STUMBO Lawn Care - November	11/30/2023	0	130.00
		Vendor Subtotal:		130.00
9004-90-9040-44315	BMW BUILDERS II Hershey Manor Sealcoat and Restripe - W	11/30/2023	0	6,700.00 00025350
		Vendor Subtotal:		6,700.00
9004-90-9040-44317	TRI-STATE AUTOMATIC SPRINKLE HM Sprinkler 3-Year Dry Test Inspector	11/30/2023	0	625.00 00024997
9004-90-9040-44317	TRI-STATE AUTOMATIC SPRINKLE HM Sprinkler 3-Year Dry Test Inspector	11/30/2023	0	30.00
		Vendor Subtotal:		655.00
9004-90-9040-45103	CITY OF MUSCATINE HOUSING RE'Unemployment 11/22/23	11/30/2023	0	11.66
		Vendor Subtotal:		11.66
9004-90-9040-45401	CITY OF MUSCATINE HOUSING RE'FICA 11/22/23	11/30/2023	0	242.88
		Vendor Subtotal:		242.88
9004-90-9040-45402	CITY OF MUSCATINE HOUSING RE'IPERS 11/22/23	11/30/2023	0	316.33

			Vendor Subtotal:		316.33
9004-90-9040-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 11/22/23	11/30/2023	0	1,406.30
			Vendor Subtotal:		1,406.30
9004-90-9040-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 11/22/23	11/30/2023	0	3.91
			Vendor Subtotal:		3.91
9004-90-9040-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 11/22/23	11/30/2023	0	24.17
			Vendor Subtotal:		24.17
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE'	LTD Insurance 11/22/23	11/30/2023	0	4.12
9004-90-9040-45406	CITY OF MUSCATINE HOUSING RE'	LTD BW Insurance 11/22/23	11/30/2023	0	1.60
			Vendor Subtotal:		5.72
9004-90-9040-75500	JL BRADY CO LLC	Hershey HVAC Pay App #9	11/30/2023	0	38,127.60
			Vendor Subtotal:		38,127.60
			Subtotal for FUND: 9004		50,118.05
9006-00-0000-21370	CITY OF MUSCATINE	Pmt in Lieu of Taxes FY23 SS	11/30/2023	0	14,946.60
			Vendor Subtotal:		14,946.60
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - J Fisher 2708 C Blooming	11/30/2023	0	140.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Thorndyke 2804 A Blo	11/30/2023	0	140.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Thorndyke 2804 A Blo	11/30/2023	0	11.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Thorndyke 2804 A Blo	11/30/2023	0	11.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - R Piaga Howard 2808 C F	11/30/2023	0	146.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - R Piage Howard Bloomin	11/30/2023	0	146.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Garren 2812 C Bloomir	11/30/2023	0	73.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Garren 2812 C Bloomir	11/30/2023	0	73.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Huscko 2812 D Bloomi	11/30/2023	0	90.00

9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Huscko 2812 D Bloomi	11/30/2023	0	90.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - B Swanson Bloomington	11/30/2023	0	79.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - B Swanson 2812 E Bloom	11/30/2023	0	79.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - A Lonpea 2904 C Bloomi	11/30/2023	0	78.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - I Sherrill 2908 C Bloomin	11/30/2023	0	75.00
9006-90-9060-31100	MUSCATINE POWER & WATER	Utility Credit - I Sherrill 2908 C Bloomin	11/30/2023	0	75.00
Vendor Subtotal:					1,306.00
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Full-Time Wages 11/22/23	11/30/2023	0	745.31
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Part-Time Wages 11/22/23	11/30/2023	0	88.65
9006-90-9060-41100	CITY OF MUSCATINE HOUSING RE'	Admin Longevity 11/22/23	11/30/2023	0	1.95
Vendor Subtotal:					835.91
9006-90-9060-41400	NAN MCKAY & ASSOCIATES INC	1/2 of cost NanMcKay HOTMA Policy V	11/30/2023	0	225.00 00025077
Vendor Subtotal:					225.00
9006-90-9060-41902	AMAZON.COM	Toner	11/30/2023	0	67.98
Vendor Subtotal:					67.98
9006-90-9060-41904	CITY OF MUSCATINE HOUSING RE'	Phone Allowance 11/22/23	11/30/2023	0	3.00
Vendor Subtotal:					3.00
9006-90-9060-41907	IOWA NAHRO	Dues - Muscatine Housing	11/30/2023	0	17.50
Vendor Subtotal:					17.50
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employees Week Ending 11/12/23	11/30/2023	0	443.34
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employee Week Ending 11/19/23	11/30/2023	0	529.55
9006-90-9060-41910	TEMP ASSOCIATES	Temp Employee Week Ending 11/26/23	11/30/2023	0	197.04
Vendor Subtotal:					1,169.93
9006-90-9060-43100	MUSCATINE POWER & WATER	October Water - 2700 Apt E	11/30/2023	0	16.96
9006-90-9060-43100	MUSCATINE POWER & WATER	October Water - 2800 Apt C	11/30/2023	0	19.73
9006-90-9060-43100	MUSCATINE POWER & WATER	October Water - 2704 Apt B	11/30/2023	0	16.96

9006-90-9060-43100	MUSCATINE POWER & WATER	November Water - 2708 Apt D	11/30/2023	0	17.81
9006-90-9060-43100	MUSCATINE POWER & WATER	October Water - 2708 Apt D	11/30/2023	0	16.96
9006-90-9060-43100	MUSCATINE POWER & WATER	October Water - 2800 Apt B	11/30/2023	0	16.96
Vendor Subtotal:					105.38
9006-90-9060-43200	MUSCATINE POWER & WATER	October Electric - 2700 Apt E	11/30/2023	0	25.82
9006-90-9060-43200	MUSCATINE POWER & WATER	October Electric - 2800 Apt C	11/30/2023	0	37.57
9006-90-9060-43200	MUSCATINE POWER & WATER	October Electric - 2704 Apt B	11/30/2023	0	45.69
9006-90-9060-43200	MUSCATINE POWER & WATER	November Electric - 2708 Apt D	11/30/2023	0	17.54
9006-90-9060-43200	MUSCATINE POWER & WATER	October Electric - 2708 Apt D	11/30/2023	0	26.64
9006-90-9060-43200	MUSCATINE POWER & WATER	October Electric - 2800 Apt B	11/30/2023	0	42.56
Vendor Subtotal:					195.82
9006-90-9060-43700	ALLIANT ENERGY	November Gas - Sunset Office	11/30/2023	0	67.44
9006-90-9060-43700	ALLIANT ENERGY	November Gas - Sunset Garage	11/30/2023	0	49.43
9006-90-9060-43700	ALLIANT ENERGY	November Gas - 2708 Apt D	11/30/2023	0	40.94
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2708 Apt D	11/30/2023	0	40.06
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2700 Apt E	11/30/2023	0	28.89
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2900 Apt E	11/30/2023	0	41.89
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2800 Apt B	11/30/2023	0	57.19
9006-90-9060-43700	ALLIANT ENERGY	October Gas - 2800 Apt C	11/30/2023	0	21.65
Vendor Subtotal:					347.49
9006-90-9060-43900	MUSCATINE POWER & WATER	October Sewer - 2700 Apt E	11/30/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	October Sewer - 2800 Apt C	11/30/2023	0	41.04
9006-90-9060-43900	MUSCATINE POWER & WATER	October Sewer - 2704 Apt B	11/30/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	November Sewer - 2708 Apt D	11/30/2023	0	27.79
9006-90-9060-43900	MUSCATINE POWER & WATER	October Sewer - 2708 Apt D	11/30/2023	0	33.28
9006-90-9060-43900	MUSCATINE POWER & WATER	October Sewer - 2800 Apt B	11/30/2023	0	33.28
Vendor Subtotal:					201.95
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Full-Time Wages 11/22/23	11/30/2023	0	2,247.20
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Part-Time Wages 11/22/23	11/30/2023	0	80.19
9006-90-9060-44100	CITY OF MUSCATINE HOUSING RE'	Maint Longevity 11/22/23	11/30/2023	0	6.17
Vendor Subtotal:					2,333.56

9006-90-9060-44201	MENARDS (MUSC)	Orange Peel Spray	11/30/2023	0	87.54
9006-90-9060-44201	MENARDS (MUSC)	Bounty	11/30/2023	0	80.73
		Vendor Subtotal:			168.27
9006-90-9060-44204	MENARDS (MUSC)	Bracket/Utility Hook	11/30/2023	0	43.90
		Vendor Subtotal:			43.90
9006-90-9060-44205	VAN METER INDUSTRIAL INC	PhotoCell	11/30/2023	0	97.02
		Vendor Subtotal:			97.02
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Seal	11/30/2023	0	24.10
9006-90-9060-44206	PLUMB SUPPLY COMPANY	Diverter	11/30/2023	0	45.99
		Vendor Subtotal:			70.09
9006-90-9060-44301	CITY OF MUSCATINE	December 2023	12/05/2023	0	320.00
		Vendor Subtotal:			320.00
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	DOS 11-22-23 2812E Bed Bug 2nd Follo	11/30/2023	0	100.00 00026096
9006-90-9060-44303	SPANN'S PEST CONTROL LLC	Pest Control 2904B	11/30/2023	0	20.00
		Vendor Subtotal:			120.00
9006-90-9060-44308	KELLY HEATING COOLING & PLBG	Furnance Repair 2704 B	11/30/2023	0	85.00
		Vendor Subtotal:			85.00
9006-90-9060-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 11/22/23	11/30/2023	0	1.52
		Vendor Subtotal:			1.52
9006-90-9060-45401	CITY OF MUSCATINE HOUSING RE'	FICA 11/22/23	11/30/2023	0	223.83
		Vendor Subtotal:			223.83

9006-90-9060-45402	CITY OF MUSCATINE HOUSING RE'IPERS 11/22/23	11/30/2023	0	299.19
	Vendor Subtotal:			299.19
9006-90-9060-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 11/22/23	11/30/2023	0	2,156.31
	Vendor Subtotal:			2,156.31
9006-90-9060-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 11/22/23	11/30/2023	0	10.11
	Vendor Subtotal:			10.11
9006-90-9060-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 11/22/23	11/30/2023	0	37.05
	Vendor Subtotal:			37.05
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 11/22/23	11/30/2023	0	9.09
9006-90-9060-45406	CITY OF MUSCATINE HOUSING RE'LTD BW Insurance 11/22/23	11/30/2023	0	11.17
	Vendor Subtotal:			20.26
9006-90-9060-75200	IMEG CORP Elevator Revisions	11/30/2023	0	4,540.61
	Vendor Subtotal:			4,540.61
	Subtotal for FUND: 9006			29,949.28
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 11/22/23	11/30/2023	0	1,818.81
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Full-Time Wages 11/22/23	11/30/2023	0	4,857.44
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Part-Time Wages 11/22/23	11/30/2023	0	709.13
9007-90-9070-41100	CITY OF MUSCATINE HOUSING RE' Admin Longevity 11/22/23	11/30/2023	0	10.73
	Vendor Subtotal:			7,396.11
9007-90-9070-41400	NAN MCKAY & ASSOCIATES INC NanMcKay HOTMA Policy Workshop V	11/30/2023	0	450.00 00025077
	Vendor Subtotal:			450.00

9007-90-9070-41902	LUPTON & TOYNE PRINTERS	Envelopes	11/30/2023	0	70.50
		Vendor Subtotal:			70.50
9007-90-9070-41902	SYCAMORE PRINTING INC	FSS WB	11/30/2023	0	99.00
		Vendor Subtotal:			99.00
9007-90-9070-41904	CITY OF MUSCATINE HOUSING RE'	Phone Allowance 11/22/23	11/30/2023	0	1.50
		Vendor Subtotal:			1.50
9007-90-9070-41904	MUSCATINE POWER & WATER	November Phones	11/30/2023	0	22.39
		Vendor Subtotal:			22.39
9007-90-9070-41907	IOWA NAHRO	Dues - Muscatine Housing	11/30/2023	0	126.00
		Vendor Subtotal:			126.00
9007-90-9070-41910	TENANT REPORTS.COM LLC	Background Checks	11/30/2023	0	30.00
		Vendor Subtotal:			30.00
9007-90-9070-45103	CITY OF MUSCATINE HOUSING RE'	Unemployment 11/22/23	11/30/2023	0	6.37
		Vendor Subtotal:			6.37
9007-90-9070-45401	CITY OF MUSCATINE HOUSING RE'	FICA 11/22/23	11/30/2023	0	381.51
		Vendor Subtotal:			381.51
9007-90-9070-45402	CITY OF MUSCATINE HOUSING RE'	IPERS 11/22/23	11/30/2023	0	526.50
		Vendor Subtotal:			526.50
9007-90-9070-45403	CITY OF MUSCATINE HOUSING RE'	Health Insurance 11/22/23	11/30/2023	0	4,406.38

			Vendor Subtotal:	4,406.38
9007-90-9070-45404	CITY OF MUSCATINE HOUSING RE'	Life Insurance 11/22/23	11/30/2023	0 17.28
			Vendor Subtotal:	17.28
9007-90-9070-45405	CITY OF MUSCATINE HOUSING RE'	Dental Insurance 11/22/23	11/30/2023	0 75.75
			Vendor Subtotal:	75.75
9007-90-9070-45406	CITY OF MUSCATINE HOUSING RE'	LTD Insurance 11/22/23	11/30/2023	0 27.90
			Vendor Subtotal:	27.90
9007-90-9070-47150	AJ MAGNUS HOME	New HAP C Larue Full November	11/30/2023	0 334.00
			Vendor Subtotal:	334.00
9007-90-9070-47150	HECTOR OR KIM CASTILLO	New HAP C Sywassink Full December	12/05/2023	0 1,000.00
			Vendor Subtotal:	1,000.00
9007-90-9070-47150	NATIVIDAD SANTANA	New HAP A Ramirez 22 of 30 Days Nov	11/30/2023	0 246.00
			Vendor Subtotal:	246.00
9007-90-9070-47150	SETH KOERNER	New HAP T Keene 16 of 31 Days Oct/ F	11/30/2023	0 400.00
			Vendor Subtotal:	400.00
9007-90-9070-47150	COLORADO SENIOR LOFTS LLC	New HAP M Estabrook Full Oct/Nov	11/30/2023	0 440.00
			Vendor Subtotal:	440.00
9007-90-9070-47150	GRANDVIEW SENIOR LOFTS LLC	New HAP P Chapman Full November	11/30/2023	0 294.00
9007-90-9070-47150	GRANDVIEW SENIOR LOFTS LLC	New HAP W Ernst Full November	11/30/2023	0 490.00
9007-90-9070-47150	GRANDVIEW SENIOR LOFTS LLC	New HAP L Bear Full November	11/30/2023	0 258.00

9007-90-9070-47150	GRANDVIEW SENIOR LOFTS LLC	New HAP G Nunn Full November	11/30/2023	0	309.00
		Vendor Subtotal:			1,351.00
9007-90-9070-47150	JNB FAMILY 1, LP	New HAP C Gutierrez Full December	12/05/2023	0	67.00
		Vendor Subtotal:			67.00
9007-90-9070-47150	CANDIS REIST	New HAP L VanAcker Full Oct/Nov	11/30/2023	0	874.00
		Vendor Subtotal:			874.00
9007-90-9070-47150	PTM PROPERTIES LLC	New HAP K Davis 14 of 30 Days Nover	11/30/2023	0	1,095.00
		Vendor Subtotal:			1,095.00
9007-90-9071-45401	CITY OF MUSCATINE HOUSING RE'FICA 11/22/23		11/30/2023	0	121.99
		Vendor Subtotal:			121.99
9007-90-9071-45402	CITY OF MUSCATINE HOUSING RE'IPERS 11/22/23		11/30/2023	0	171.68
		Vendor Subtotal:			171.68
9007-90-9071-45403	CITY OF MUSCATINE HOUSING RE'Health Insurance 11/22/23		11/30/2023	0	1,875.06
		Vendor Subtotal:			1,875.06
9007-90-9071-45404	CITY OF MUSCATINE HOUSING RE'Life Insurance 11/22/23		11/30/2023	0	6.00
		Vendor Subtotal:			6.00
9007-90-9071-45405	CITY OF MUSCATINE HOUSING RE'Dental Insurance 11/22/23		11/30/2023	0	32.23
		Vendor Subtotal:			32.23
9007-90-9071-45406	CITY OF MUSCATINE HOUSING RE'LTD Insurance 11/22/23		11/30/2023	0	13.45

Vendor Subtotal:	13.45
Subtotal for FUND: 9007	21,664.60
Report Total:	2,170,696.61

11/22/2023	ACH Payroll	Mission Square ICMA Retirement	11,309.16
11/22/2023	ACH Payroll	Mission Square ICMA RC	1,054.53
11/22/2023	ACH Payroll	Municipal Fire & Police	148,345.52
11/22/2023	ACH Payroll	Nationwide	5,521.00
11/22/2023	Payroll Checks	AFA Flex Billing	4,832.95
11/22/2023	Payroll Checks	AFLAC	586.90
11/22/2023	Payroll Checks	Allstate	14.94
11/22/2023	Payroll Checks	American Fidelity	2,769.04
11/22/2023	Payroll Checks	City of Muscatine	30,956.70
11/22/2023	Payroll Checks	Clerk of Court	70.00
11/22/2023	Payroll Checks	State of IL	198.40
11/22/2023	Payroll Checks	United Way	77.00
11/22/2023	Payroll Checks	Attn: Revenue Admin	1,441.15
11/22/2023	Special CKS	Muscatine Chamber	33,750.00
11/21/2023	Special CKS	Ryan Eithreim	5.00
11/21/2023	Special CKS	Andrew Fangman	16.67
11/21/2023	Special CKS	Sheree Houseman	25.00
11/21/2023	Special CKS	Stan O'Brien	16.72
11/21/2023	Special CKS	Matt Whitlow	7.00



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Brian Stineman, Public Works Director

SUBJECT

Public Hearing for West Hill Phase 6C Discussion of Potential Environmental Impacts

EXECUTIVE SUMMARY

This Public Hearing is for comments related to potential environmental impacts of the West Hill Phase 6C Sanitary Sewer Separation Project.

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

This public hearing is required by the State Revolving Fund as part of the environmental review process of the loan application for funding for the West Hill Sewer Separation Project Phase 6C. The purpose of this public hearing is to inform area residents of the community of Muscatine of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan. The Iowa Department of Natural Resources (DNR) will provide the Environmental Information Document (EID) for use at the hearing.

CITY FINANCIAL IMPACT

There is no financial impact to set and hold this hearing.

ATTACHMENTS



City of Muscatine

ITEM NUMBER

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Public Hearing on the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project

EXECUTIVE SUMMARY

Public Hearing regarding the Plans, Specifications, Cost Estimation and Form of Contract for the Sunset Park Lighting Project. The estimated cost of construction is \$180,000 and the bid opening will be January 4, 2024, at 2:00 p.m. in City Hall.

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

In March Council approved a contract with IMEG for engineering services to upgrade the site lighting at Sunset Park Apartments. Due to the age and manner of construction of the lights at Sunset Park, there have been repeated failures of sections of the site lighting. Repairs were routinely made only to have additional problems shortly thereafter, sometimes just days.

Due to the requirement for an independent cost estimate for capital projects, staff had been unable to proceed with the repairs and have been using temporary solar lights to meet the minimum need. This contract with IMEG was to complete the design and cost estimate for an upgraded system.

IMEG has completed the design and developed a cost estimate for the project. The new system will include underground wiring, concrete pads, poles and light heads with LED fixtures. The estimated cost is \$180,000. Prior to letting the bid for the project, Council must hold a public hearing and approve the plans, specifications, form of contract and cost estimate.

CITY FINANCIAL IMPACT

There will be no impact to the general fund. Contract expenses will be paid with MMHA Capital Funds.

ATTACHMENTS

1. 20231127 Sunset Park Lighting - Project Manual
2. 20231127 Sunset Park Lighting - Drawings



PROJECT MANUAL

Sunset Park Site Lighting

IMEG Project No: 22008854.01

Muscatine, Iowa

PREPARED FOR:

City of Muscatine, Iowa

December 8, 2023

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DIVISION 26 - ELECTRICAL

REFER TO PROJECT DOCUMENTS

END OF SECTION

SECTION 00 01 07 - SEALS PAGE

	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) _____ (date)
	Printed or typed name _____
	License number _____
	My license renewal date is December 31, _____
Pages or sheets covered by this seal:	

END OF SECTION

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

DATE: December 8, 2023

PROJECT: Sunset Park Site Lighting Upgrades

LOCATION: 2806 Bloomington Lane
Muscatine, Iowa 52761

OWNER: City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

ARCHITECT: IMEG Consultants Corp.
623 26th Avenue
Rock Island, Illinois 61201
Phone: 309-788-0673
Fax: 309-786-5967

SCOPE: Bids shall be submitted for a single contract that will include the following:

Site lighting replacement work for the Sunset Park complex in Muscatine, Iowa, including new lighting poles, bases, and underground electrical work.

Commencement of the Work on the project shall be subject to the discretion of the City of Muscatine, Iowa.

TIME OF COMPLETION: The Bidder shall state on the Proposal Form the time in calendar days, from date of "Notice of Award" Bidder guarantees completion of the project.

DATE DUE: Sealed bids will be received by the City of Muscatine, Iowa, hereinafter known as the "Owner" for Sunset Park Site Lighting. Bids for "All Work" including General and Electrical will be received until 2:00 p.m. local time January 4, 2024 at Muscatine City Hall and will be publicly opened and read aloud at that time.

PRE-BID MEETING: A "Pre-Bid" Meeting will be scheduled on December 14, 2023 at 10:00 a.m. local time at Sunset Park in Muscatine, Iowa. Representatives of all bidding firms: General and Electrical Work are requested to attend and present any questions they may have.

RIGHTS RESERVED BY OWNER: The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner. Commencement of the Work will be at the Owner's discretion.

ACCESS TO
BIDDING
DOCUMENTS:

Bidding Documents are on file for reference at the following locations:

1. IMEG Consultants Corp., 623-26th Avenue, Rock Island, Illinois 61201.
(309) 788-0673
(309) 786-5967 - FAX
2. Refer to Section 009930 for additional locations.
3. Copies of the Bidding Documents may be obtained by Bidders and Subbidders from CityBlue Technologies, 4657 44th Street, Rock Island, Illinois 61201, (309) 277-3000.

Bidding Documents may be secured from the office of the Architect.

BID FORM:

Bids shall be submitted in duplicate on forms issued by the Architect.

BID SECURITY:

Bid security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

WAGE RULES:

Davis-Bacon Act applies to this project. Successful bidder will adhere to all federal laws applicable to the work hereunder, and having force of law.

WITHDRAWAL OF
BIDS:

No bid may be withdrawn for a period of thirty (30) days after the opening of bids without written consent of the Owner.

By order of the City of Muscatine.

END OF SECTION



AIA® Document A701® – 2018

Instructions to Bidders

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

Sunset Park Site Lighting
2806 Bloomington Lane
Muscatine, Iowa 52761

THE OWNER:

(Name, legal status, address, and other information)

City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

THE ARCHITECT:

(Name, legal status, address, and other information)

IMEG Corp.
623 26th Avenue
Rock Island, Illinois 61201

IMEG #22008854.01

TABLE OF ARTICLES

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| 1 | DEFINITIONS |
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| 3 | BIDDING DOCUMENTS |
| 4 | BIDDING PROCEDURES |
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| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.)			
	☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017.)			
	☐ The Sustainability Plan:			
	Title	Date	Pages	
	☐ Supplementary and other Conditions of the Contract:			
	Document	Title	Date	Pages
.9	Other documents listed below: (List here any additional documents that are intended to form part of the Proposed Contract Documents.)			

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL

The following supplements modify the Instructions to Bidders, AIA® Document A701™-2018. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders shall remain in effect.

ARTICLE 1: DEFINITIONS

Add the following subparagraph to Article 1:

1.10 Wherever the term "Architect" is used, or implied, it shall be changed to "Engineer."

ARTICLE 2: BIDDER'S REPRESENTATIONS

Add the following subparagraph to 2.1.4:

2.1.4.1 Submission of a bid will be construed as evidence that such an examination has been made, and later claims for labor, materials, or equipment required or for difficulties encountered, which could have been foreseen had such an examination been made, will NOT be acceptable.

ARTICLE 3: BIDDING DOCUMENTS

3.2 MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS

Add the following subparagraph to 3.2:

3.2.4 Pre-Bid Meeting: Bidders and Sub-bidders are requested to attend a pre-bid meeting, which will be scheduled to discuss each Bidder's responsibilities and the extent of work each Bidder must do as required by other Bidders.

3.3 SUBSTITUTIONS

Add the following subparagraphs to 3.3:

3.3.6 The Bidder represents that the bid is based upon the materials, equipment, and manufacturers described in the bidding documents.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

Add the following subparagraphs to 4.1:

4.1.9 Owner requests Stipulated Sum Base Bids for work contemplated and as described in the Project Manual and accompanying drawings.

4.1.11 SALES TAX

.1 Project is a tax exempt. The Owner will issue exemption certificates from the Iowa Department of Revenue as specified in the 701 Iowa Administrative Code, Chapter 19, Rule 19.12. These certificates shall be used by the successful bidder when purchasing materials for the completion of the project.

4.1.12 WAGE RULES

.1 The City of Muscatine has received a Community Development Block Grant that will be used for partial funding of the project. Pursuant to the requirements of that grant, Davis-Bacon wages are to be used on this project. Current wage rates are inserted in this project manual. It is the Contractor and/or Subcontractor's responsibility to verify that they are using the most current rates and fringes at the time of bid opening. Submission of a bid is surety by the contractors that the most current Davis-Bacon wage determinations have been calculated for all wages and fringes. If a contractor uses wages and fringes lower than the posted amounts, it will be the contractor's responsibility to compensate laborers up to the appropriate amounts without additional compensation by the Owner.

4.1.13 HUD SECTION 3 REQUIREMENTS

- 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 2, 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 implements 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 o 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.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Bidders shall submit the signed Intent to Comply with Section 3 Requirements at the time bids are due. Bidders who fail to submit this form may be disqualified from the project.

4.1.14 VERIFICATION OF ELIGIBILITY TO PARTICIPATE IN A FEDERALLY ASSISTED PROJECT

.1 Apparent lowest responsibility bidder shall submit the Verification of Eligibility to Participate in a Federally Assisted Project form within three (3) business days of the opening of bids.

4.1.15 COMPLETION TIME

.1 Work of the entire project shall be completed within thirty (30) days of receipt of light fixtures and poles.

4.2 BID SECURITY

Add the following subparagraph to 4.2.1:

4.2.1.1 Bids shall be accompanied by a Bid Security of at least 5% of the total amount of the base bid and all additive alternate bids. This may be in the form of a certified check, cashier's check, bank draft, or bid bond from a bonding company with a Best rating of "B" or better, payable to the Owner as a guarantee that the bidder will enter into a contract with the Owner and will furnish the proper performance and payment bond within the time limit established by the Owner. If the successful Bidder files the contract and performance and payment bond, upon the execution of the contract by the Owner, the Bid Security will be returned to all bidders. If he fails to file such contract and performance and payment bond, the amount of the Bid Security will be forfeited to the Owner as liquidated damages.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

A Performance Bond and a Labor and Material Payment Bond are not required.

ARTICLE 8: ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Remove Article 8 in its entirety.

END OF SECTION

SECTION 00 41 00 - BID FORMS

DATE: January 4, 2024

PROJECT: Sunset Park Site Lighting Upgrades

LOCATION: 2806 Bloomington Lane
Muscatine, Iowa 52761

OWNER: City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

ARCHITECT: IMEG Consultants Corp.
623 26th Avenue
Rock Island, Illinois 61201
Phone: 309-788-0673
Fax: 309-786-5967

BIDDER _____
Circle One (Corporation) (Partnership) (Individual)

ADDRESS _____
Street City State Zip Code Phone No.

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the Contract Documents including Advertisement for Bid, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, Drawings and Specifications, and Addenda issued thereto, as prepared by IMEG Consultants Corp., 623 26th Avenue, Rock Island, Illinois 61201, hereby agrees to furnish all labor, material, and equipment necessary to do the General and Electrical work required for construction of the Project as hereinafter stated.

ADDENDUM RECEIPT

The undersigned acknowledges the receipt of Addenda _____ to _____ inclusive.

BASE BID

The undersigned agrees to perform all the General and Electrical work required for the sum of:
_____ DOLLARS (\$ _____).

ALTERNATE BIDS (All Bidders must fill in all Alternate Bids as listed.)

ALTERNATE BID NO. #1: State the amount to be [added to] or [deducted from] the base bid for one additional site lighting fixture/pole, associated base, and underground work.

(Add) (Deduct) _____ DOLLARS (\$_____).

SUBSTITUTIONS

All bids shall be based on the items, materials, or manufacturers specified in the specifications and/or as shown on the drawings. Alternate material previously approved by an Addendum is considered part of the specifications and drawings.

Bidders desiring to make substitutions for items or materials specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids. All substitutions must have the same characteristics as items or materials specified. Substitutions so listed will not be a determining factor in the award of contracts.

NOTE: Manufacturer(s) names and materials not included in an Addendum must be listed below if said materials are to be considered. No exceptions.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTIONS	ADD	DEDUCT

NOTICE TO BIDDERS

The Subcontractor list shall be filled out completely and submitted within 24 hours after the bid opening. Bidder's failure to submit the completed list may result in disqualification of bid.

SUBCONTRACTOR LIST

COMPANY NAME

Electrical

Earthwork/Excavation

Concrete

If the undersigned is awarded the Contract for Construction, the above listed Subcontractors will be employed for this project.

BIDDERS

Wherever unit prices or other information is requested in the various sections of the specifications, Bidder shall furnish same in detail. If space is not available on this form for the information required, typewritten sheets with the necessary information shall be attached to the form.

BID SECURITY

(Bidder must indicate which of the following is enclosed)

CERTIFIED CHECK

CASHIER'S CHECK

BANK DRAFT

BID BOND

COMMENCEMENT AND COMPLETION OF CONTRACT

The undersigned agrees, if awarded a contract, to commence the work within thirty (30) calendar days of receipt of Notice to Proceed and to achieve Substantial Completion within thirty (30) additional calendar days after receipt of equipment to be installed. Any items noted on the Final Job Site Observation report shall be completed within fifteen (15) calendar days from the date of Substantial Completion. The undersigned further agrees to execute contract, furnish a satisfactory performance and labor and material payment bond and insurance coverage as specified in strict accordance with Contract Documents prepared by IMEG Consultants Corp., 623 26th Avenue, Rock Island, Illinois 61201.

BIDDER'S SIGNATURE

Date _____, 20____

Firm Name

Official Address:

Signature _____

Phone: _____

Fax: _____

Email: _____

Printed Name _____

Title _____

END OF SECTION

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

Must be returned with all submitted bids.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low-and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. A worker employed by a Section 3 business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. A YouthBuild participant

A Section 3 Business is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Businesses.

Please complete the following:

1. If awarded a contract for this HUD funded project, do you anticipate being able to determine employees' hourly wages and addresses?

☐ Yes ☐ No

If yes, please estimate the number of hours to be completed on the project by all workers: _____

2. Is your business a Section 3 Business?

☐ Yes ☐ No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this HUD funded project?

☐ Yes ☐ No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

☐ Yes ☐ No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

☐ Yes ☐ No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agreement to provide reports to the City of Muscatine on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

MEMORANDUM

TO: Contractor
FROM: Jodi Royal-Goodwin, Community Development Director

Subject: **Verification of Eligibility to Participate in a Federally Assisted Project**

Project Name: Sunset Park Site Lighting Upgrades

Due to federal funding that is assisting the herein named project, it is required that contractors, consultants, and/or vendors (as applicable) be verified as eligible to perform work or provide product. More specifically, that they have not been placed on the “debarred” list maintained by the U.S. Department of Labor.

As such, contractors, consultants, and/or vendors must be verified as eligible prior to award of a funding agreement. In the case of contractors to perform construction or architect/engineer to perform professional service prior to entering into contract with city or county. In the case of construction sub-contractor, prior to performing work with the general contractor.

General contractors are to submit the attached form with their construction bid.
Others are otherwise to submit when appropriate to person named below.

Note: All construction contractors (general & subs) must be registered on SAM.gov. and have an active, registered Unique Entity Identifier (UEI).

If not submitted with construction bid, the attached form must be returned directly to:

Jodi Royal-Goodwin, Community Development Director
Muscatine Municipal Housing Authority
215 Sycamore St
Muscatine, IA 52761
Jroyal-goodwin@muscatineiowa.gov

Project Name: _____

Check, as Applicable: ☐ General Contractor ☐ Sub-contractor ☐ Consultant ☐ Vendor

If Sub-contractor or Consultant, Type of Work: _____

Contract or Product Value: \$ _____

Business Name: _____

Business Officer's Name: _____

Business Address: _____

Business Tax ID Number: _____

Federal Unique Entity Identifier (UEI): _____

State of Iowa Contractor Registration Number: _____

Note: Insert Not Applicable if Consultant or Vendor

Minority Business Enterprise: ☐ Yes ☐ No

If yes, (i.e., not White), check appropriate line:

☐ Black/African American

☐ Asian

☐ American Indian/Alaskan Native

☐ Native Hawaiian/Other Pacific Islander

☐ White & American Indian/Alaskan Native

☐ White & Asian

☐ White & Black

☐ American Indian/Alaskan Native & Black

☐ Other Multi-Racial

Women's Business Enterprise: ☐ Yes ☐ No

Hispanic Business: ☐ Yes ☐ No

If not submitted with bid, complete and return to:

Jodi Royal-Goodwin, Community Development Director
Muscatine Municipal Housing Authority
215 Sycamore St
Muscatine, IA 52761
Jroyal-goodwin@muscatineiowa.gov



AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Sunset Park Site Lighting
2806 Bloomington Lane
Muscatine, Iowa 52761

THE OWNER:

(Name, legal status and address)

City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

THE ARCHITECT:

(Name, legal status and address)

IMEG Corp.
623 26th Avenue
Rock Island, Illinois 61201

IMEG #22008854.01

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

GENERAL

The following supplements modify the General Conditions of the Contract for Construction, AIA® Document A201™–2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 The Work – Add the following: “Where sections contain a ‘Work Includes’ or ‘Section Includes’ list, it merely serves as a table of contents for items described in the section and is not intended to limit or restrict volume or type of work required by the section of specifications.”

Add the following subparagraphs to 1.1:

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1.1 Wherever the term "Architect" is used, or implied, it shall be changed to Engineer.

1.1.9.2 Where the word "building", "project", or “work” occurs, herein or in the specifications, it shall be construed as applying to all buildings. In all cases where device, material, units, or part of equipment is referred to as singular in number, it is intended that such reference shall apply to as many such devices as are required to complete project and/or work on the project.

1.1.9.3 The term "General Work" shall mean the work, other than Electrical Work, specified in any or all Sections of Divisions 1 through 26.

1.1.9.4 The term "Electrical Work" shall mean the Electrical work specified in Division 26 and other applicable Divisions.

1.1.9.5 Where used in the specifications, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.

1.1.9.5.1 Any item listed as furnished shall also be installed, unless otherwise noted.

1.1.9.5.2 Any item listed as installed shall also be furnished, unless otherwise noted.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraph to 1.2.3:

1.2.3.1 Where materials or devices are specified in these documents by reference to government, manufacturer's association or professional society standards, the pertinent sections of the latest edition of

such standards, unless otherwise specified, shall have the same force and effect as if set forth in full in these specifications. The following abbreviations shall be used as indicated for the principal societies:

ACI	American Concrete Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWS	American Welding Society
FS	Federal Specifications
IBR	Institute of Boiler and Radiator Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
UL	Underwriter's Laboratories
AMCA	Air Movement and Control Association

ARTICLE 2: OWNER

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Add the following sentence: "The Owner's actions pursuant to this subparagraph shall not operate as a release of any obligation of a Surety upon its Performance and Labor and Material Payment Bonds."

ARTICLE 3: CONTRACTOR

3.4 LABOR AND MATERIALS

Add the following subparagraph to 3.4.1:

3.4.1.1 Contractor agrees to comply with the provisions of the Davis-Bacon Act regarding wages paid by it and by subcontractors used by it under this Project. The rate of wages is available on the Department's official website.

Add the following subparagraphs to 3.4:

3.4.4 In order that ready availability of materials, parts, or components for repair, replacement or expansion may be assured, all such materials, parts and components shall be obtained where feasible from sources which maintain a regular domestic stock.

3.4.5 Materials: Substitution, Acceptance. Materials are specified in the following ways:

3.4.5.1 Whenever a material, article, or piece of equipment is identified in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is to establish a standard of quality required and not to, in any way, eliminate competition. Any material, article, or equipment of other manufacturers or vendors which will perform adequately the service and duties

imposed by the general design and is of a quality equal to or better than the material, article, or equipment identified in the specifications will be considered equally acceptable provided that the material, article, or equipment so proposed, is submitted for approval in writing, and is, as a result of the review by the Architect, of equal substance and function. The Architect's decision, after review, shall be final.

3.4.5.2 The Bidder may submit to the Architect, not less than ten (10) days prior to the date bids are to be received, complete engineering data on any material, article, or equipment, which is proposed as a substitute for the material, article, or equipment specified, with a request for its approval. The Architect will review the proposed substitution, and will determine if the material, article, or equipment is of equal substance and function to that identified in the specifications. The Architect will issue an approval in writing to all Bidders not less than seven (7) calendar days prior to the date bids are to be received. Failure to receive such written approval shall be construed as rejection of the material, article, or equipment as not having equal substance and function to that specified.

3.4.5.3 The Bidder may, as part of the proposal, offer substitution material, article, or equipment to that indicated in the specifications, stating the difference in cost for each substitution. Complete descriptive and engineering data shall be submitted with the proposal. Failure to submit complete descriptive and engineering data with the proposal shall result in its not being given consideration. Written approval will be given if the substitution material, article, or equipment is acceptable. No substitution of material, article, or equipment shall be made without written approval.

3.4.5.4 When offering substitution material, article, or equipment, the Bidder states that all dimensions, space allocations, and other construction difficulties have been verified, and certifies that the items offered will perform as those specified.

3.4.5.5 Any request for, or proposal for the use of substitution materials, articles, or equipment shall include all coordination, modification, or additional work required as a result of the substitution. The Bidder further assumes all costs that may be incurred as a result of using the offered materials, articles or equipment necessitating extra expenses on the Bidder's part, or on the part of other Bidders whose work is affected.

3.4.5.6 The Bidder shall, unless written approval has been granted for substitution of material, article, or equipment, furnish and install the materials, articles, or equipment specified.

3.4.5.7 After award of the Contract, substitutions will be considered only under one or more of the following conditions:

- .1 Required for compliance with subsequent interpretation of code requirements or insurance regulations.
- .2 Unavailability of specified products, through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 When it is clearly seen, in the judgment of the Architect that a substitution would be substantially to the Owner's best interests, in terms of cost, time or other considerations.

3.5 WARRANTY

Add the following subparagraph to 3.5:

3.5.1 If all, or a portion of the operating systems are used beneficially by any party other than the Contractor, with prior written authorization of the Owner, the warranty period shall commence on the

date when such systems or portion thereof are placed in operation. The beneficial user, if other than the Owner, shall restore such systems, or portion thereof, to their original condition without cost to the Owner and before acceptance by the Owner.

3.6 TAXES

Add the following subparagraphs to 3.6:

3.6.1 The Contractor shall also pay Unemployment and Social Security taxes or other taxes imposed by Local, City, State, or Federal Government. If the tax laws are subsequently amended by legislation during the life of the Contract, the Contractor shall pay the net change caused by such amendment.

3.6.2 Tax Exemption: Refer to SALES TAX in Supplementary Instructions to Bidders.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Revise subparagraph 3.7.5 to read as follows:

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following subparagraphs to 3.10.1:

3.10.1.1 The Contractor shall issue a copy of the schedule to all other Subcontractors, who, in turn, shall promptly prepare construction schedules for their work. The General Contractor shall then make a combined horizontal bar chart of work for all Contracts that shall be used throughout sequence of construction to keep this project on schedule.

3.10.1.2 The horizontal bar chart for the work shall be posted in the project construction office and shall be brought up to date monthly by the General Contractor. Updated bar charts shall include schedule changes for the work of all Subcontractors involved. Copies of updated bar charts shall be sent to the Owner and the Architect monthly.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

Add the following subparagraphs to 6.2.2:

6.2.2.1 Each Contractor shall perform work in proper sequence in relation to that of other Contractors. Mechanical Contractors shall fit their piping and ductwork into structure as job conditions may demand.

6.2.2.2 The Contractor and each Subcontractor shall obtain complete data at site and inspect surfaces that are to receive the work before proceeding; shall be solely responsible for accuracy of measurements and laying out of work; shall correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.

6.2.2.3 Each Contractor shall give due notice and proper information to other Contractors of any special provisions necessary for the placing and setting of work coming in contact with work of other Contractors. Failing to do so in proper time, Contractor shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.

6.2.2.4 Each Contractor shall cooperate in every way possible to allow for installation of equipment that is to be provided by Owner or equipment contractors during the course of construction.

ARTICLE 7: CHANGES IN THE WORK

7.1 GENERAL

Add the following subparagraph to 7.1:

7.1.4 Contractors overhead and profit is limited to 15%. Subcontractors' markup is limited to 5%.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES - Add the following sentence: "Bond charges and allowances shall appear separately in schedule. Contractor's itemized labor and material breakdown shall be submitted to the Architect on AIA Document G703 Continuation Sheet."

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add the following sentence: "Payment request shall utilize AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet and shall be submitted in triplicate."

Add the following subparagraph to 9.3.1:

9.3.1.3 Until final payment, the Owner shall withhold five percent (5%) of the amount due the Contractor on Account of progress payments unless percentage is reduced by Architect.

Add the following subparagraph to 9.3:

9.3.4 Beginning with the second payment request, the General Contractor shall submit three (3) notarized copies of the Contractor's partial waiver of lien for the full amount of the previous payment request and the partial waivers of Subcontractors and Material Suppliers who were included in the immediate preceding payment request to the extent of that payment (i.e., the Contractor must submit partial waivers on a current basis. Subcontractors and Material Suppliers may not be more than one payment behind with their partial waivers). Application for final payment shall be accompanied by final waivers of lien from the Contractor, Subcontractor, and Material Suppliers who have not previously furnished such final waivers.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following subparagraphs to 9.10:

9.10.6 Upon determination by the Architect, and acceptance by the Owner, the final payment, including retained percentages, will be recommended for payment no earlier than 45 days after final acceptance of work.

9.10.7 The Owner shall reserve the right to reimburse the Architect for costs extending from additional work required by the Architect due to lack of performance and/or coordination by the Contractor under specific conditions, including:

- .1 Review of submittals more than twice due to incomplete or missing information.
- .2 Additional Final Site Observations (above one for confirm substantial completion and one to confirm final completion) required if Architect finds the project incomplete after certification and request by the Contractor.
- .3 Additional time and expenses required if the Contractor does not complete the project and all closeout procedures within 30 days of the specified final completion date as may be amended by change orders during the course of the project.

These additional costs shall be deducted from the Contractor's final payment for the project.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following subparagraphs to 10.2.8:

10.2.8.1 Whenever an employee, agent, or other representative of Contractor, or any employee, agent, or other representative of a Subcontractor, whose activities on or about the site, shall cause or be a substantial factor in causing, any damage (including but not limited to breaking, burning, overheating, freezing, exposing, disconnecting, misconnecting, and depriving of support) to the work, materials, or property of a third party (including but not limited to the Owner, other Contractors, Subcontractors material suppliers, delivery persons, frequenters, security holders, adjacent land owners, bodies politic, utilities, or members of the public), such Contractor or Subcontractor shall promptly proceed to remedy and correct such damage and to pay all costs, expenses, and damages involved. To the extent that such Contractor or Subcontractor shall fail to do so, they shall be accountable, under contract with the Owner, for all damages to the Owner directly or consequentially arising therefrom whether liquidated or not, and whether certain or contingent, including but not limited to costs of renovation, repair, replacement, or relocation, vicarious liabilities, losses by delays, charges for architectural or other services, and extra costs, charges, work, or materials of every description. Upon determination by the Architect of the identity of the responsible party, and of the extent of such damage so caused, Owner shall be entitled for its security, to withhold or deduct from payments otherwise due such Contractor any sum reasonably estimated to be required to secure Owner's right to such account, until Owner shall otherwise be fully indemnified and made whole. Such liability to account shall be deemed contractual, and shall arise regardless of whether or not circumstances of conventional tort are present or proven, and shall bind the sureties and indemnitors of such Contractor or Subcontractor, but the Owner shall not be deemed to have waived, released, settled, or otherwise impaired its right to full account by reason of any payment, withholding, deduction, failure to withhold or deduct, or other form of claim or failure to claim; and in no event shall exercise or non-exercise of the Owner's right to be deemed or implied to impose on the Owner

any liability toward any other person; or to affect, except as expressly provided, the rights or liabilities of any of the parties arising independently of this provision.

10.2.8.2 Whenever the Contractor or Subcontractors whose activities cause any such damage cannot, in the opinion of the Architect, be specifically ascertained, or whenever a Contractor's or Subcontractor's proportionate responsibility to account therefore according to the foregoing provisions cannot, in the opinion of the Architect, be finally determined, the party to whose work sections the damage pertains, shall proceed promptly to remedy and correct such damage, as extra work, and the reasonable charges for so doing, together with the amounts of any further damages which may so arise, shall be determined by the Architect to the Owner, with authorization to charge the aggregate sum to the respective accounts of all Contractors who, directly or through Subcontractors, material suppliers, or delivery persons who were engaged in any activity at the site of damage when it arose in proportion to the gross amounts of their respective contracts. Such allocated accountability shall continue, as security to the Owner, until a different accountability is ascertained, in the opinion of the Architect or until Owner is otherwise fully indemnified and made whole.

10.3 HAZARDOUS MATERIALS

Add the following subparagraph to 10.3:

10.3.7 Owner and Contractor shall indemnify and hold harmless the Architect and its consultants from claims, costs, damages, or liability, including attorney fees, associated with the creation, storage, release, transport, or disposal of hazardous or toxic material or pollutant.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add new clause 11.1.1.1 "Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. The Contractor shall purchase and maintain such insurance as will protect the contractor from claims 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 or by any subcontractor or by anyone

directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under Workers' Compensation, disability benefit, and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employee;
 - c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than the Contractor's employee.
2. The insurance to be maintained by Contractor shall be written as follows:
- a. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law minimum limits shown below covering Employers Liability:

Bodily Injury by accident \$500,000 each accident
Bodily Injury by disease \$500,000 each accident
Bodily Injury by disease \$500,000 policy limit

- b. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

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	
(for any one fire)	\$50,000
Medical Damage Limit	
(any one person)	\$5,000

- c. This insurance must include the following features:
 - 1) Coverage for all premises and operations. The policy shall be endorsed to provide the Aggregate Per Project Endorsement.
 - 2) Personal and Advertising Injury.
 - 3) Operations by independent contractors.
 - 4) Contractual Liability coverage.
 - 5) Coverage for property damage underground or damaged by explosion or collapse (XCU).
- d. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
- e. Umbrella/Excess Insurance: At Contractor's option, the limits specified in may be satisfied with combination of primary and Umbrella/Excess Insurance.
- f. Additional Insured - The Contractor will include the Owner and the Architect as additional insured all policies except Workers' Compensation as respects all work performed for the jurisdiction. The Architect is IMEG Consultants Corp., 623 26th Avenue, Rock Island, IL 61201.
- g. Insurance Certificates - Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to owner. These insurance policies shall not be canceled without at least 10 days prior

written notice to owner. A properly executed Certificate of Insurance showing evidence of these insurance Requirements shall be delivered to owner prior to the Commencement of Operations. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25-S.

- h. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time. The company and the insured further agree and state that 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. Subrogation: To the extent that such insurance is in force and collectible and to the extent permitted by law, owner and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to contractor's equipment, tools, and other personal property as well as automobiles.

11.3 PROPERTY INSURANCE

Concerning the insurance described in Subparagraph 11.3 of AIA Document A201, 2007 edition:

- A. No modification is required; the Owner will purchase (including coverage for all materials and equipment to be incorporated or used in the Project when stored off the site or when in transit).

Add the following subparagraph to 11.3.1:

11.3.1.6 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Paragraph 11.3.7.

11.4 BONDS

Add the following subparagraph to 11.4.1:

- 11.4.1.1 A Performance Bond and a Labor and Material Payment Bond are not required.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following subparagraph to 12.2:

12.2.6 All structures are subject to wear and tear and environmental and manmade exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. Architect shall have no responsibility for such issues or resulting damages.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Revise subparagraph 13.1 to read as follows:

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

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

16.1.1 The Contractor and all Subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ARTICLE 17.0: HARASSMENT

17.1 Each Contractor and Contractor's subcontractor shall have in place a written harassment policy in full compliance with federal and state laws. Harassment is defined as either verbal or physical conduct that the receiving party finds offensive. This includes, but is not limited to, actions that single out race, creed, color, national or ethnic origin, veteran status, age, sex, religion, or mental or physical disability.

17.2 This policy, as a minimum, shall include the following:

- .1 The illegality of harassment.
- .2 The definition of harassment under state and federal laws.
- .3 A description of harassment, utilizing examples.
- .4 An employer's internal complaint process, including penalty.
- .5 The legal recourse, investigative and complaint process available through the Department of Human Rights Commission.
- .6 Directions on how to contact the Department of Human Rights Commission.
- .7 Protection against retaliation.

ARTICLE 18.0: TOBACCO AND DRUG FREE ENVIRONMENT

18.1 The Contractor and the Subcontractors shall comply with the policy of the Owner that prohibits the use of tobacco products on all property.

18.2 The Contractor and the Subcontractors by submitting their bid, certify they will provide a drug free workplace that is in compliance with the requirements of the Drug Free Workplace Act.

END OF SECTION

"General Decision Number: IA20230005 07/07/2023

Superseded General Decision Number: IA20220005

State: Iowa

Construction Type: Residential

County: Muscatine County in Iowa.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

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 spent 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	01/06/2023
1	05/12/2023

* BRIA0003-003 05/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 27.11	16.10

* SUIA2008-002 09/05/2008

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.72 **	1.76
CEMENT MASON/CONCRETE FINISHER...	\$ 13.73 **	2.22
FORM WORKER.....	\$ 13.48 **	0.00
LABORER: Common or General.....	\$ 8.41 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.00 **	0.34
OPERATOR: Backhoe/Excavator.....	\$ 16.00 **	0.00
PLUMBER.....	\$ 14.04 **	1.54
TRUCK DRIVER.....	\$ 12.00 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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"

CLEARINGHOUSES FOR SOLICITATION OF MINORITY-OWNED AND FEMALE-OWNED BUSINESSES**Small Business Administration District Office**

210 Walnut Street, Room 749

Federal Building

Des Moines, IA 50309

Contact Person: Jayne Armstrong

515/284-4913

<http://www.sba.gov/offices/district/ia/des-moines>*dawnelle.conley@sba.gov***Siouxland Construction Alliance**

3900 Stadium Drive

Sioux City, IA 51106

712/255-9730

<http://www.siouxlandconstructionalliance.com>*office@scaplanroom.com***Illinois MBDA Business Center**

31 S Grove Ave

Elgin, IL 60120

630/526-1063

<https://www.mbda.gov/business-center-illinois-mbda-business-center>*dthomas@chicagobdacenter.com***National Association of Women in Construction (NAWIC)**

327 S. Adams Street

Fort Worth, TX 76104

Toll Free: 800-552-3506

Fax: 817-877-0324

Web: www.nawic.orgIowa Chapters

#80 - Greater Des Moines

<https://www.nawicdesmoines.org>*jills@hrtlnd.us*

#160 - Cedar Rapids/Iowa City

<https://www.nawiccric160.org/contact>*alippe@climate-engr.com***CONSTRUCTION UPDATE PLAN ROOMS****For more information, visit** <http://www.mbsonline.com>**Master Builders of Iowa/Construction Update****Plan Room**

221 Park Street

PO Box 695

Des Moines, IA 50306

Phone: 515-288-8904 or 1-800-362-2578

Fax: 515-288-8718 *mbiplanroom-dsm@mbi.build***Construction Update Plan Room, Fort Dodge**24 N. 9th Street, Suite A

Fort Dodge, IA 50501-4251

Phone: 515-955-5500

Fax: 515-955-3245 *info@greaterfortdodge.com***North Iowa Builders Exchange**

9 N. Federal

Mason City, IA 50401-3228

Phone: 641-423-5334

Fax: 641-423-5725

<https://buildingnorthiowa.com> *builders@masoncityia.com***Master Builders of Iowa - Omaha Builders****Exchange Office**4255 S. 94th St.

Omaha, NE 68127-1223

Phone: (402) 593-6908

Fax: (402) 593-6912 *omahaplanroom.com*

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (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 send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, 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.
- (e) 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.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved 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 29 CFR 5.5(a)(1)(iv); 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 regular 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 in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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 29 CFR 5.5(a)(1)(ii) 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.

- (2) (i) 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee 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 HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) 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.
- (4) 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.

- (b) Withholding of Funds. HUD or its designee 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

- (1) 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 in the construction or development of the project. 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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 29 CFR Part 3; and
- (C) 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
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, HUD or its designee may, after written notice to the Contractor, 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.

- (d) 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 (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 subcontractor's 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

- (e) 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 in 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 in 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 in 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 in 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.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause 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 (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

A. 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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) Additional Classifications.

- (A) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee 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 HUD or its designee. 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 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 <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee 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 HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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; and
- (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 subparagraph (a)(3)(ii)(b).
- (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 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, HUD or its designee 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 subcontractor's 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.

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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, fringe benefits 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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, 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 this paragraph.
- (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 U.S. 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 (or any of its subcontractors) and HUD or its designee, 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, 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 subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 contract, 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 subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph 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 subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work covers construction of a new site lighting system for the entire Sunset Park housing area.

1.2 CONTRACTS

- A. Project shall be constructed under a single contract that shall include the General and Electrical work.

1.3 WORK OF CONTRACTORS

- A. In addition to fulfilling Contract Requirements, Contractor shall fulfill the requirements of all drawings, specifications, and the requirements of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, all of which are hereby made a part of each division and section of the project specifications.
- B. Contractor shall provide work and/or services as may be specified in all the respective specification sections and/or indicated on the drawings for all divisions of work. Contractor shall review specification sections and drawings for all divisions of work to determine extent of work and/or services each section requires for other divisions as well as its own division of work.

1.4 CONTRACTOR'S USE OF SITE

- A. Access: Contractor will have full access to the project site during available working hours. Access to the administration building shall be during regular business hours, or as coordinated with the city staff in advance.
- B. Time restrictions for performing work: All work shall be performed within the allowable noise ordinance times per the City of Muscatine. Additional restrictions for noisy work may be imposed on a case by case basis given the work is directly adjacent to residential buildings.
- C. Utility outage and shutdown: All utility outages and shutdowns at site to be coordinated with the Owner at least 48 hours in advance.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 23 00 - ALTERNATES/ALTERNATIVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for alternates.
- B. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the product, material, equipment, systems, or installation methods described in the Contract Documents.
- C. Coordination: Coordinate related work and modify or adjust adjacent work as necessary to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule: A "Schedule of Alternates" is included under Part 3 of this Section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each Alternate.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not mentioned as part of the alternate.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate Bid No. 1: Provide new site lighting fixture for playground area as indicated on the project documents.

END OF SECTION

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Preconstruction conference.
 - 2. Coordination meetings.
 - 3. Progress meetings.
 - 4. Construction schedule.

1.3 PRECONSTRUCTION CONFERENCE

- A. Architect will schedule a preconstruction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement between Owner and Contractor and prior to commencement of construction activities. Architect will conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect, Contractor and superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress, including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.
 - 6. Distribution of Contract Documents.
 - 7. Submittal of shop drawings, product data, and samples.
 - 8. Preparation of record documents.
 - 9. Use of the premises.
 - 10. Office, work and storage areas.
 - 11. Equipment deliveries and priorities.
 - 12. Housekeeping.
- D. Architect will record and issue preconstruction conference meeting minutes.

1.4 COORDINATION MEETINGS

- A. Contractor shall conduct project coordination meetings on an as-needed basis convenient for all parties involved. Project coordination meetings are in addition to

specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

- B. Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

1.5 CONSTRUCTION PROGRESS MEETINGS

- A. Contractor shall conduct construction progress meetings at the project site at intervals convenient for all parties involved. The meetings for the duration of the project will be regularly scheduled at the pre-construction conference.
- B. Attendees: In addition to representatives of the Owner and Architect, each Subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time, ahead of, or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
- D. Review the present and future needs of each entity present, including such items as:
 - 1. Interface requirements
 - 2. Time
 - 3. Sequences
 - 4. Deliveries
 - 5. Off-site fabrication problems
 - 6. Access
 - 7. Site utilization
 - 8. Temporary facilities and services
 - 9. Hours of work
 - 10. Hazards and risks
 - 11. Housekeeping
 - 12. Quality and work standards
 - 13. Change orders
 - 14. Documentation of information for payment requests
- E. Contractor shall record and issue meeting minutes for all construction progress meetings to all attendees and parties involved.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 50 00 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 JOB CONDITIONS AND WORK SEQUENCE

- A. Contractor(s), Subcontractor(s), and Material Supplier(s) shall inform themselves as to conditions relating to the execution of work. Neglect of this requirement will not be accepted as cause for additional compensation and/or additional time for completion.
- B. Existing building will remain in operation during construction. Contractor shall schedule work in consultation with the Owner so there will be no interruption of existing building operations.

1.2 SITE EXAMINATION

- A. The Contractor shall take all measurements related to the existing building as required for the new work and to locate existing utilities. Contractor shall contact the City, Owner, and all utilities to carefully review all records of exposed, concealed, and buried points of connections, as to location, size, type, depth, operating characteristics, etc., including but not limited to, electrical service, telephone service, and water, gas, and sewer lines.

1.3 GRADES, LINES, AND LEVELS

- A. The Contractor shall lay out the building and establish all lines and levels for the work as required by drawings and specifications. The Contractor shall maintain proper base lines, levels, and benchmarks outside or inside the building, where necessary, for the use by all trades.
- B. Each trade shall lay out and establish at the job all other lines and levels necessary for own work.
- C. The Contractor is responsible for coordination of work by all trades to ensure that potential conflicts are eliminated prior to installation beginning.

1.4 SUBMITTAL PROCEDURES FOR SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop Drawings:
 - 1. Each Contractor shall prepare and submit shop drawings, where requested, to the Architect for review. All shop drawings shall bear verification of Contractor's review and approval prior to submittal. No work shall be fabricated by the Contractor except at Contractor's own risk, until shop drawings have been reviewed in accordance with review procedure.
 - 2. Unless otherwise specified in the respective specification sections of Division 1 through 31, the Contractor shall submit one (1) reproducible transparency and three (3) opaque prints of all fabricated work and line type shop drawings to the Architect for review. The reviewed reproducible transparency will be returned to the Contractor for reproduction and distribution purposes. For products covered by catalog cuts or brochures, unless otherwise specified, the Contractor shall submit a minimum of eight (8) copies of each item for review.

3. Corrections or changes indicated on shop drawings shall not be considered as extra work orders. Final drawings will be considered reviewed only if they bear the stamp and signature of Architect.
4. Contractor shall be responsible for final distribution of reviewed shop drawings to the various Subcontractors or Trades.

B. Samples:

1. The Contractor shall furnish for review, with reasonable promptness, all samples as directed by the Architect. The Architect will review such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The work shall be in accordance with reviewed samples approved for design concept conformance.
2. The Contractor shall submit transmittal letter requesting sample review and prepay transportation charges to Architect's office on samples forwarded.
3. The Contractor shall order no material until receipt of written approval of shop drawing submitted.

1.5 SITE LIMITS AND MATERIALS STORAGE

- A. Space Limitations: No areas outside construction limits may be used for any purpose by Contractor(s) or Subcontractor(s).
- B. Contractor(s) or Subcontractor(s) shall not store their materials or equipment on the structure or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- C. Contractor(s) and Subcontractors(s) shall confine equipment, storage of materials, parking, and operations of their workers to limits indicated or by direction of Architect. Storage space will be confined to area of site.
- D. Store, place, and handle material and equipment delivered to job site to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly; barricade to protect public from injury. Protect materials as required to prevent damage thereto from weather or the ground. Should it be necessary at any time to move materials, sheds, or storage platforms, Contractor shall move same, as and when required, at Contractor's expense.
- E. Owner assumes no responsibility for materials stored in buildings or on site. Contractor assumes full responsibility for damage due to storage of materials.
- F. Repairing of areas used for parking, placing of sheds, offices, and storage of materials shall be done by Contractor at Contractor's expense.
- G. Contractor's personnel shall not use the existing building for any purpose except as required to perform the work of this Contract unless otherwise specified.

1.6 CLEANING

- A. General Cleaning: The Contractor and each Subcontractor shall remove rubbish and debris from the building site promptly as it accumulates but, in any case, not less

frequently than each Friday afternoon. The Contractor shall perform an overall cleanup of the entire site including a broom cleaning of all appropriate surfaces as required but, in any case, not less frequently than each Friday afternoon.

- B. No burning of rubbish or debris will be allowed at site, nor shall rubbish at any time be thrown from structure. No debris shall be buried at the site. Do not dispose of wastes into streams or waterways.
- C. All dumpsters used on the project site shall have lids or canvas covers securely fastened to prevent debris from blowing about site.
- D. Keep streets and public roadways clean of dirt and mud tracked onto such surfaces by vehicles or equipment used or parked on construction site.

1.7 PROTECTION

A. The Contractor shall:

- 1. Provide, and maintain fences, planking, guard lights, barricades, warning signs, and guards as necessary for protection of material storage, curbs, sidewalks, streets, drives, and adjoining property, public, and new building. Use caution at all times to protect persons against injury resulting from job operations, movement of materials, and standing equipment.
- 2. Notify in writing, the Owners of corporate or private property that interferes with work and arrange with them for disposition of such property.
- 3. Provide and maintain proper shoring and bracing to prevent earth from caving or washing into excavation, and/or undermining present building. Provide temporary protection around openings through and at floors and roofs.
- 4. Provide and maintain proper shoring and bracing for existing underground utilities, sewer, etc., encountered during excavation work, to protect them from collapse or other type of damage until they are to be removed, incorporated into work of new building, or can be properly backfilled upon completion of new work.
- 5. Protect trees, shrubs, lawn, and landscape work from damage. Provide guards and covering. Provide and maintain plank covering over walks, drives, newly installed service facilities, etc., to prevent damage by trucking or otherwise. This shall include areas outside of grading and/or construction limits.
- 6. Provide protection against rain, snow, wind, ice, storms, or heat to maintain work, materials, apparatus and fixtures free from damage. At the end of a day's work, cover new work likely to be damaged. Remove snow and ice, as necessary for safety and proper execution of work.
- 7. Protect work from damage at all times from rain water, ground water, backing up of drains or sewers and other water. Provide pumps, equipment, and enclosures to provide this protection.

- B. Each Contractor and Subcontractor shall protect own materials, work, and equipment not normally covered by above protection; protect work of other trades, adjust damage when performing work; protect work outside of building lines such as trenches and excavations, as specified above; when performing work, maintain protection provided above.

Contractor causing damage to any work shall repair or replace damaged work at Contractor's expense.

- C. Work outside of property line shall be repaired in accordance with requirements of authority having jurisdiction.
- D. Provide temporary dust barriers as required to protect existing areas during work of the contract.

1.8 TEMPORARY OFFICES/TRAILERS, EQUIPMENT AND SHEDS

- A. Offices/Trailers: The Contractor shall provide and maintain temporary watertight office of suitable size for use by Contractor, Subcontractors, and Architect. Contractor's space shall be as required for general use and to provide space and furnishings for project meetings. Telephone service in this office, local and long distance, shall be paid for by the Contractor. Location of office/trailer shall be approved by the Owner.
- B. Equipment: The Contractor shall provide and maintain a plain paper copier, telephone, and fax machine in the office for use by the Architect for job related business. The operating cost of all electronic equipment shall be paid for by the Contractor.
- C. Sheds: The Contractor and each Subcontractor shall provide sheds for storing tools and materials. Storage sheds shall be watertight and storm proof, and shall have floors raised above ground. The Contractor and each Subcontractor will be held responsible for water or storm damage to stored tools or materials.

1.9 ENCLOSURES

- A. Definitions of Enclosures:
 - 1. Temporary: Sufficient preliminary enclosures of an area or structure, or of an entire building, to prevent entrance or infiltration of rain water, wind, and other elements, and which will prevent undue heat loss from within enclosed areas.
 - 2. Permanent: Stage of construction at which all moisture and weather protection elements of construction have been installed in accordance with the Contract, either for a portion of structure or for entire building.

1.10 CONSTRUCTION ELECTRICITY

- A. The Contractor shall make the necessary application, pay all fees and charges, including power consumed, take out all permits and provide and maintain construction electric power service from sources other than the Owner, for power and light for all electric machinery and lights required for carrying on the work of all trades. Power service requirements shall be coordinated with all Contractors and be of size, phase, and voltage required for construction purposes, but in no case shall be less than 400 amp, single phase, 120/240 volts, located at temporary office area with a separate meter. At the Owner's option, the Contractor may be permitted to pay all fees and charges including power consumed, take out all permits and provide and maintain construction electric power service by extending from the Owner's source and providing a separate meter.
- B. Existing power sources may be used for work in areas to be remodeled. The Contractor shall provide and maintain construction electricity as required for the Work by extending power feeder switches, etc., from the Owner's existing system. Owner will pay cost of

power used. Do not connect any equipment requiring more than 110 volts to Owner's system.

- C. During the construction period, the Contractor shall provide and pay for all wiring, switches, outlets, lamps, etc., required to provide construction electric service for light and power throughout the building and shall maintain these services as the work progresses, providing the necessary temporary feeders and extensions therefrom to provide sufficient construction lighting and power in all spaces as required for carrying on the work of all contracts.
- D. All temporary wiring shall be erected and maintained by the Contractor in accordance with rules of the Underwriters Laboratory and the local electrical utility company, and shall be arranged as not to interfere with the progress of the work throughout the building. Remove all temporary wiring, etc., upon conclusion of its use.
- E. Until permanent services are available, the Contractor shall provide construction electric services to all points not more than 50 feet from where the work is in progress. All extensions, controls, and equipment beyond the point of construction electric services shall be provided under the work of the respective contractors requiring such extensions. Subcontractors shall make their own arrangements with the Contractor for lighting their construction offices, sheds, or fabrication shanties.
- F. The Contractor shall provide wiring for single phase power for electric construction lighting and for normal equipment used by the various Subcontractors or trades.
- G. If a Subcontractor requires power different than initially agreed, Contractor shall arrange and pay for the necessary wiring and power needed.
- H. Heavy equipment such as welders, winches, air compressors, etc., shall be gasoline driven or energized from gasoline or diesel engine generators. This equipment shall be furnished and the fuel paid for by the party who requires this equipment.
- I. The Contractor shall maintain general lighting in all spaces not receiving sufficient daylight as required for safety. The Contractor shall furnish and maintain lamps required to properly light the work.
- J. Use of the permanent electrical system will be permitted for construction purposes as soon as use of construction services becomes impractical. However, any use of the permanent electrical system before the project is completed or accepted by the Owner, shall be subject to the approval of the Owner or Architect. If the permanent systems are permitted to be used prior to acceptance by the Owner, the Contractor shall remove all temporary work as rapidly as allowed by the installation of the permanent work. As the permanent electrical systems are put into service, the Contractor shall replace all burned out bulbs, tubes, and all other damaged elements, fixtures, receptacles, etc., and turn the entire system over to the Owner, whole and undamaged.

1.11 CONSTRUCTION TOILETS

- A. If required, the Contractor shall construct and maintain, in such manner and location as the Architect may approve, temporary toilet facilities for use by all personnel engaged in the work. Toilet facilities shall have approved plumbing fixtures and shall be serviced twice weekly; including emptying tanks, recharging with a germicidal and deodorizing solution, and scrubbing entire interior with a germicidal solution. Portable chemical units will be acceptable if they meet the above conditions. Permanent toilets shall not be used for temporary toilet facilities.

1.12 TEMPORARY STAIRS, LADDERS, RAMPS, AND RUNWAYS

- A. Contractor shall provide and maintain temporary stairs, fixed ladders, ramps, chutes, and runways as required for proper execution of work by all trades.

1.13 TEMPORARY ROADWAYS AND PARKING

- A. Contractor shall construct temporary access roads and parking area with limestone as required for the work of the project. Temporary roads and parking areas shall be located only where finished roads and parking areas are to be constructed and shall be maintained until building is complete or finish surfaces are installed.
- B. The Contractor shall construct parking area and access roads from the streets to the building with limestone. After completion of the building, Contractor shall scrape clean and level, leaving site ready for the finish grading, walks, drives, etc., as called for. The temporary roadway shall remain until all phases of construction have been completed.
- C. Construction personnel may park vehicles on site (within the limits of construction area) as directed by Owner.

1.14 MANUFACTURER'S DIRECTIONS

- A. The Contractor shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, and equipment as directed by manufacturer unless specified to contrary.

1.15 CUTTING AND PATCHING

- A. Cutting and patching requirements specified herein, apply to all sections and divisions of the specifications, and all drawings covering demolition, remodeling, and new construction work to be performed by the Contractor and Mechanical and Electrical Subcontractors.
- B. All on site welding shall conform to the requirements and techniques of FM Global Engineering Division.
- C. Portions of the existing structure where existing work is to be demolished or removed, and where new work is to be done, connections made, materials handled, or equipment moved and relocated, shall be temporarily protected. Temporary protection shall be such that the interior of existing structure will at all times be protected from dust and weather inclemency and interior heat and/or air conditioning conserved. Temporary openings in exterior walls shall be protected by temporary weatherproof closures. Contractor will be held responsible for any damage to the existing structure or contents due to the insufficiency of such protection.
- D. Cutting and Patching Requirements:
 - 1. Where new work connects with present building and where remodeling of existing work occurs, the Contractor shall do all cutting, notching, keying, removal and trimming of existing construction required to make connections between the new and the old work and shall do all patching, repairing or refinishing of cut and immediately adjacent surfaces to provide a finish in conformance with industry standards and appropriate to finish materials intended to be used.

2. Holes through existing floors, walls, and roofs for Mechanical and Electrical work shall be cut, patched, sealed, fire proofed, and flashed by the trade requiring the opening.
 3. Before breaking of surfaces, cut primary saw-cut 1" to 1-1/2" deep around areas where portions of work will be removed. Lines shall be straight.
 4. Materials and workmanship employed in patching, repairing, or refinishing existing surfaces and/or involving new construction shall conform to that of original work, unless otherwise shown or specified.
 5. Clean existing surfaces remaining exposed as a result of demolition work and/or new construction. Clean entire wall faces, floor surfaces, column faces, etc., using sandblasting, wire brushing, or carborundum wheel. Where dovetail or other insert slots are exposed, they shall be filled with grout.
- E. Keep property adjacent to buildings clean and free from accumulation of rubbish. Remove excess debris resulting from demolition operations, as it accumulates.
- F. Walls, floors, etc., required to carry the excess weight of stored materials and equipment during demolition, removal and remodeling work, or which will be subjected to undue pressure from waste material, shall be shored or braced to withstand these excess loads.

1.16 CODE REQUIREMENTS

- A. The Contractor shall conform to all requirements of local, state, and national codes, laws, ordinances, and utility company requirements and other regulations having jurisdiction over this installation.
- B. If there is a discrepancy between the codes and regulations having jurisdiction over this installation and these specifications, the codes and regulations shall determine the method of the Work.
- C. If the Contractor notes, at the time of bidding, any parts of the drawings and specifications that are not in accord with the applicable codes or regulations, Contractor shall inform the Architect in writing, requesting a clarification. If there is insufficient time to allow this procedure, Contractor shall submit, with proposal, a separate price required to make the system shown on the drawings comply with the codes and regulations.
- D. All changes to the system made after the letting of the contract in order to comply with the applicable codes or requirements of the Inspector, shall be made by Contractor without cost to the Owner.

1.17 PROGRESS SCHEDULE

- A. Immediately after being awarded the contract, the Contractor shall prepare an estimated Progress Schedule and submit same for the Architect's approval. It shall indicate the dates for the starting and completion of the various stages of construction.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 75 00 - STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 STARTING SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems suppliers.
- B. Notify Architect, Owner, and Equipment/Systems Representative, seven (7) days prior to startup of each item or system.
- C. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify wiring and support components for equipment are complete and tested.
- E. Execute startup under supervision of applicable manufacturer's representative in accordance with manufacturer's instructions.
- F. When specified in Division 26, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.2 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Contractor and System Representative to demonstrate project equipment operations and provide instructions by a qualified manufacturer's representative who is knowledgeable about the product and/or system. Instructions to be of adequate length for Owner to understand and be able to operate and maintain the product and/or systems.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season shall be given at the start of the season.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time with Owner.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Specify the amount of time required for instruction on each item of equipment and system that is specified in Division 26.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 77 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review, normally referred to as "final punch list."
- B. Provide submittals to Architect that are called for in other specification sections.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and remaining sum due.

1.2 FINAL CLEANING

- A. The Contractor and each Subcontractor shall perform thorough cleaning, sweeping, washing, and polishing of the entire new structure and site. The Contractor and each Subcontractor shall remove from work and equipment, provided under their respective divisions of work, all foreign matter, spots, and soil so as to put all such work and equipment, including finishes, in a complete and finished condition to the satisfaction of the Architect.
 - 1. Cleaning shall include removal of foreign matter from all drains, exterior and interior.
 - 2. Clean debris from roofs, gutters, downspouts, and drainage systems.
 - 3. Clean and sweep all paved areas; rake clean all landscaped areas.
- B. Initial protection will be provided by Subcontractor providing work. Maintenance and any additional protection and repair work required shall be the responsibility of Contractor who shall have damaged work refinished where possible or replaced where required.
- C. Upon completion of the work, the Contractor and each Subcontractor shall remove and dispose of all equipment, unused materials, waste, and construction facilities provided for the Contractor's work.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain one set of drawings with changes marked on record documents on site; record actual revisions to the work and turn over the following to the Architect:
 - 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.
- 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 Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit documents to Architect with claim for final Application for Payment.

1.5 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Submit three properly indexed and bound copies, in 'D' Ring style notebooks, of the Operations and Maintenance Instructions to the Architect. Make all corrections or additions required.
- B. Operation and Maintenance Instructions shall include:
 - 1. Notebooks shall be heavy duty locking three ring binders and incorporate clear vinyl sheet sleeves on the front cover and spine for slip-in labeling. "Peel and stick" labels are **not** acceptable. Sheet lifters shall be supplied at the front of each notebook. Provide "Wilson-Jones" or equal, color black. Size notebooks a minimum of 1/2" thicker than material for future inserts. Label the spine and front cover of each notebook. If more than one notebook is required, label in consecutive order. For example; 1 of 2, 2 of 2. No other forms of binding will be acceptable.
 - 2. Prepare binder covers (front and spine) with printed title "Operation and Maintenance Instructions", title of project and subject matter of binder when multiple binders are required.
 - 3. Title page with project title, Architect, Contractor and Subcontractors, with addresses, telephone numbers, and contacts.
 - 4. Table of Contents describing all index tabs.
 - 5. Listing of all Subcontractors and major equipment suppliers with addresses, telephone numbers, and contacts.
 - 6. Index tabs dividing information by specification section, major equipment, or systems. All tab titling shall be clearly printed under reinforced plastic tabs.

7. Copies of warranties.
8. Copies of all final approved shop drawings and submittals.
9. Copies of all factory inspections and/or equipment start-up reports.

1.6 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide table of contents and assemble in three-ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 15 days after acceptance, listing date of acceptance as start of warranty period.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site; obtain receipt prior to final payment.

1.8 RECORD DRAWINGS

- A. At completion of work and prior to final payment, the Contractor and each Subcontractor shall provide the Architect with a complete, accurate, clean, and legible set of record drawings that indicate exact location of all material items recorded on a day to day basis during the construction period.

1.9 GUARANTEES AND WARRANTIES

- A. The Contractor shall deliver all guarantees and warranties to the Owner prior to final completion.

1.10 REGULATORY AGENCY REQUIREMENTS

- A. The Contractor shall submit certification stating the electrical systems have been installed and all electrical work has been performed in accordance with NFPA 70-1993.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes administrative and procedural requirements for instructing the Owner's and operations and maintenance personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment. Contractor shall develop training sessions for systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Demonstration and training requirements are described in this section and in the technical sections of Division 26. The Contractor shall comply with the requirements for demonstration and training data described in all specification sections.

1.2 SUBMITTALS

- A. Instruction Program: No later than two (2) months following acceptance of equipment and system submittals, the responsible contractor shall submit written training plans to the Owner for review and approval.
- B. Documentation: After each training session, submit the following:
 - 1. Attendance Roster: Submit list of participants and length of instruction time.
 - 2. Evaluations: For each participant and for each training session, submit results and documentation of performance-based test and student evaluations of training.

1.3 COORDINATION

- A. Coordinate instruction schedule with Owner.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training sessions with content of approved operation and maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: Training shall be facilitated by a firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: Instructors shall be factory-authorized representatives experienced in operation and maintenance procedures and training.
- C. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. The following list of topics should be applied to each training plan for each equipment or system being presented. Not all will apply, but each major category should be addressed in the training plan with a brief description of how it pertains to the particular training sessions.
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance requirements.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Operations manuals.
 - b. Maintenance manuals.
 - c. Project Record Documents.
 - d. Identification systems.
 - e. Warranties and bonds.
 - f. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 4. Operations: Include the following:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures, including lockout/tagout requirements.
 - g. Instructions on stopping.
 - h. Normal shutdown and restart instructions.
 - i. Operating procedures for system, subsystem, or equipment failure.
 - j. Seasonal and weekend operating instructions.
 - k. Required sequences for electric or electronic systems.
 - l. Special operating instructions and procedures.

5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 7. Maintenance, Care and Cleaning: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of recommended cleaning agents and methods of cleaning and list of agents and cleaning methods detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive/predictive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.
- B. Training Shifts: Training shall be provided for one shift, unless otherwise noted. Training shall be accomplished during normal business hours.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training sessions. Assemble training sessions into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide instruction on actions necessary to prepare for and execute seasonal changeover.
 1. Schedule training through the Owner with at least 30 days' notice. This requirement for notice takes precedence over other advance notice requirements in the specification.

- B. Record of Training. Submit the attendance roster as part of the completed training plan upon successful completion of the training session.

END OF SECTION

City of Muscatine, Iowa

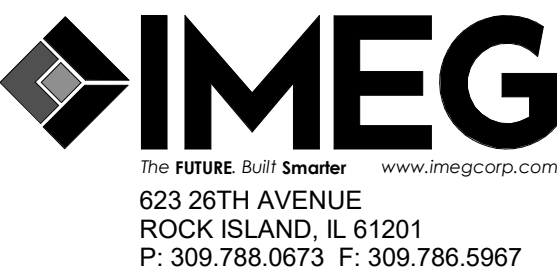
2806 Bloomington Lane
Muscatine, IA 52761

Sunset Park Housing - Site Lighting Improvements

PUBLIC HOUSING
ADMINISTRATION

Sunset Park Housing - Site
Lighting Improvements
2806 Bloomington Lane
Muscatine, IA 52761

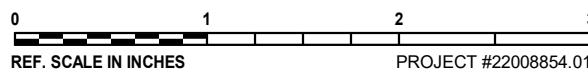
City of Muscatine, Iowa



PROFESSIONAL SEAL

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REVISIONS

No.	Date	Revision / Issue
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SHEET INFORMATION

Issue	BID DOCUMENTS
Date	12-08-2023
Project #	2200854.01
Drawn	SEJCHI
Checked	GAUSHA
Approved	MATSNY

SHEET TITLE

PROJECT COVERSHEET

SCALE

Scale: _____

SHEET NUMBER

G000

VICINITY MAP



PROJECT LOCATION

PROJECT LOCATION



PROJECT LOCATION

APPLICABLE CODES

BUILDING CODE:	IBC 2015 EDITION
ELECTRICAL CODE:	NFPA 70 (NEC) 2020 EDITION
LIFE SAFETY CODE:	NFPA 101 CURRENT EDITION
ENERGY CONSERVATION CODE:	IECC 2015 ASHRAE 90.1 2013
LOCAL BUILDING CODE:	CURRENT EDITION

DRAWING INDEX

SHEET NUMBER	SHEET TITLE
G000	PROJECT COVERSHEET
E000	ELECTRICAL COVERSHEET
E100	SITE - ELECTRICAL DEMOLITION
E200	SITE - ELECTRICAL
E400	SPECIFICATIONS - ELECTRICAL

PROJECT DIRECTORY

CLIENT:	City of Muscatine, Iowa
PROJECT MANAGER:	IMEG CORP.
ELECTRICAL ENGINEER:	623 26TH AVENUE ROCK ISLAND, ILLINOIS 61201 PHONE: 309-783-3404 CONTACT: MATTHEW D. SNYDER, PE, LEED AP

LED LUMINAIRE SCHEDULE															
(DESC) DOOR:		DISTRIBUTION:		BEAMWIDTH:		(L/L) LENS/LOUVER:		K19 - KSH19 .156" ACRYLIC							
FA - FLAT ALUMINUM		II - ANSI/IES TYPE 2 DISTRIBUTION		NSP - VERY NARROW SPOT		A - .125" ACRYLIC		M - MATTE DIFFUSE CLEAR							
FS - FLAT STEEL		III - ANSI/IES TYPE 3 DISTRIBUTION		SP - SPOT		B - BAFFLE/LOUVER		N - NONE							
RA - REGRESSED ALUMINUM		IV - ANSI/IES TYPE 4 DISTRIBUTION		MD - MEDIUM		C - CLEAR ALZAK		P - POLYCARBONATE							
RS - REGRESSED STEEL		V - ANSI/IES TYPE 5 DISTRIBUTION		WD - WIDE		F - FROSTED ACRYLIC		R - HIGH IMPACT DR ACRYLIC							
FINISH:		SS - SEMI-SPECULAR CLEAR													
PAF - PAINT AFTER FABRICATION		O - OTHER (SEE DESCRIPTION)													
CPSA - COLOR/FINISH SELECTION BY ARCHITECT		[DESIGN SPECIFIC BLANKS]													
(MTG) MOUNTING:		RE - RECESSED		(WATT) PER:		FIX - FIXTURE, FT - FOOT, LAMP									
CL - CEILING SURFACE		SP - SUSPENDED		(TYPE) LED		RGB - COLOR CHANGING LED									
CV - COVE		SU - SURFACE		LED - LIGHT EMITTING DIODE		RGBW - COLOR CHANGING + WHITE									
FR - FLANGED RECESSED		UC - UNDER CABINET		TLED - TUBULAR LED LAMP		RGBA - COLOR CHANGING + AMBER									
P - PERIMETER		WL - WALL		OLED - ORGANIC LED		RLED - RETROFIT LED									
PL - POLE		O - OTHER (SEE DESCRIPTION)		DLED - DYNAMIC TUNABLE LED		WLED - WARM DIM LED									
(TYPE) DRIVER:															
0-10V - 0-10V DIMMING		EB - ELECTRONIC		HL - HIGH/LOW (100%/50%) STEP DIM		MV - MULTI-VOLTAGE ELECTRONIC									
DALI - DIGITAL ADDRESSABLE		ELV - ELECTRONIC LOW VOLTAGE		LINE - LINE VOLTAGE DIMMING		REM - REMOTE									
DMX - DIGITAL MULTIPLEX		EM - EMERGENCY BATTERY		ML - MULT-LEVEL SWITCHING		O - OTHER (SEE DESCRIPTION)									
CATALOG NUMBER SHALL NOT BE CONSIDERED COMPLETE AND MATERIAL SHALL NOT BE ORDERED BY MANUFACTURER AND CATALOG NUMBER ONLY. THE COMPLETE DESCRIPTION AND THE SPECIFICATION SHALL BE COORDINATED WITH THE CATALOG NUMBER TO DETERMINE THE EXACT MATERIAL AND ACCESSORIES TO BE ORDERED. THE FIRST MANUFACTURER LISTED IS THE BASIS OF DESIGN.															
VERIFY AND COORDINATE ALL CEILING TYPES WITH LUMINAIRE MOUNTING AND TRIM REQUIREMENTS PRIOR TO THE RELEASE OF THE LUMINAIRE ORDER. CONFIRM ALL COLORS AND FINISHES OF ALL LUMINAIRE COMPONENTS WITH ARCHITECT AND INTERIOR DESIGNER PRIOR TO THE RELEASE OF THE LUMINAIRE ORDER. UNLESS INDICATED ON LIGHTING PLANS OR BELOW, REFER TO ARCHITECTURAL AND INTERIOR DESIGN ELEVATIONS, SECTIONS AND DETAILS FOR ALL SUSPENDED AND WALL MOUNTED LUMINAIRE MOUNTING HEIGHTS.															
REFER TO SPECIFICATION SECTIONS LED LIGHTING 26 51 00 FOR ADDITIONAL INFORMATION AND REQUIREMENTS. EXTERIOR CORRELATED COLOR TEMPERATURE 4000/4100K, COLOR RENDERING INDEX (CRI) AT OR ABOVE 80, UNLESS NOTED OTHERWISE.															
ITEM	DESCRIPTION	L/L	MTG	DIMENSIONS				WATT		LED		DRIVER		TYPE	MANUFACTURER AND MODEL
				L	W	H	DIA.	ANSI WATTS	PER	TYPE	QTY	DELIVERED LUMENS (MIN)	VOLTS		
S1	SINGLE HEAD SITE LED LUMINAIRE, DIE-CAST ALUMINUM HOUSING GASKETED, SILICON LENS, TYPE 3 DISTRIBUTION, WET LISTED, CFSA, SQUARE STRAIGHT STEEL POLE WITH INTERNAL VIBRATION DAMPER, ANCHOR BASE, PROVIDE LUMINAIRE WITH APPROPRIATE MOUNTING ACCESSORIES.	O	PL @ 20'	2'-8 183/25 6"	1'-2 65/256 4"	7 7/8"		51 W	FIX	LED	1	7594	240 V	EB	LITHONIA DSX1 LED-P1-40K-80CRI-T3M-MVOLT-SPA KIM ALTITUDE MCGRAW EDISON GALLEON GARDCO PUREFORM P15 SMALL

LED LIGHTING SEQUENCE OF OPERATION	
NOTES: 1. (L##) DENOTES THE LIGHTING SEQUENCE OF OPERATIONS FOR THIS SPACE. 2. VERIFY AND COORDINATE ALL TIME CLOCK SETTINGS WITH OWNER PRIOR TO FINAL PROGRAMMING.	
PLAN ID	LIGHTING SWITCHED
(LC1)	Sequence: Switched lights are controlled in this space. ON: The lights turn on automatically using contactor via an outdoor photocell when insufficient daylight is available. OFF: The lights will turn off automatically using contactor via an outdoor photocell when sufficient daylight is available. NOTE: Refer to detail 3/E000 for Exterior Lighting control detail for more information.

VIEW KEY

NAME

10'-0"

HEIGHT ABOVE PROJECT 0'-0"

1

INDICATES NOTE USED TO DESCRIBE ADDITIONAL INFORMATION ABOUT WORK REQUIRED, SPECIFIC TO THE SHEET AND/OR DETAIL

INDICATES DIRECTION OF TRUE NORTH

PLAN OR DETAIL NUMBER

PLAN OR DETAIL NAME

VIEW NAME

1

1/8" = 1'-0"

PLAN OR DETAIL SCALE

INDICATES SIMILAR DETAIL REFERENCED IN MULTIPLE LOCATIONS

DETAIL REFERRED TO BY SECTION CUT

SHEET DETAIL IS LOCATED ON

LINE TYPE AND TAG KEY:

NEW WORK BY THIS CONTRACTOR (WIDE LINE)

EXISTING TO BE REMOVED (SHORT DASHED PATTERN)

NEW UNDERFLOOR OR UNDERGROUND (LONG DASHED PATTERN)

EXISTING TO REMAIN OR WORK BY OTHERS (NARROW LINE)

EXISTING TO BE REMOVED BY OTHERS (SHORT DASHED PATTERN)

EXISTING UNDERFLOOR OR UNDERGROUND (LONG DASHED PATTERN)

HALFTONING DOES NOT MODIFY SCOPE.

TAG-E TAGS WITH DASH 'E' INDICATES THE REFERENCED OBJECT IS EXISTING

TAG UNDERLINED TAG INDICATES OBJECT IS IN-SCOPE. IF NEW, ADDITIONAL INFORMATION IS AVAILABLE IN A SCHEDULE, MATERIAL LIST, OR SYMBOL LIST

INDICATES AN EXISTING SYSTEM'S POINT OF CONNECTION/REMOVAL

APPLICABLE CODES	
CONTRACTOR SHALL COMPLY WITH APPLICABLE CODES AND LOCAL AMENDMENTS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:	
BUILDING CODE:	IBC 2015 EDITION
ELECTRICAL CODE:	NFPA 70 (NEC) 2020 EDITION
LIFE SAFETY CODE:	NFPA 101 CURRENT EDITION
ENERGY CONSERVATION CODE:	IECC 2015 (ASHRAE 90.1 2013 COMPLIANCE PATH)
LOCAL BUILDING CODE:	CURRENT EDITION

CONTACT PERSONS:	
DESCRIPTION:	PERSON:
PROJECT MANAGER	MATT SNYDER
ELECTRICAL	MATT SNYDER

ELECTRICAL ABBREVIATION KEY	
ABBR:	DESCRIPTION:
AFF	ABOVE FINISHED FLOOR
C	CONDUIT
GFI	GROUND FAULT INTERRUPTER
N.C.	NORMALLY CLOSED
NIC	NOT IN CONTRACT
N.O.	NORMALLY OPEN
SV	SOLENOID VALVE
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED

ELECTRICAL GENERAL NOTES:

1. (L##) INDICATES THE LIGHTING SEQUENCE OF OPERATION FOR THE SPACE. REFER TO THE LIGHTING SEQUENCE OF OPERATION MATRIX ON SHEET E000.
2. REFER TO SHEET E000 FOR LUMINAIRE SCHEDULE.

LUMINAIRE KEY:

E1 = FIXTURE TAG

T = CIRCUIT NUMBER

LUMINAIRE

IF LABEL IS ORIENTED HORIZONTALLY A SLASH WILL SEPARATE THIS INFORMATION. EX: F1 / 1

ELECTRICAL RENOVATION NOTES:

THESE NOTES APPLY TO ALL ELECTRICAL SHEETS AND TRADES, INCLUDING BUT NOT LIMITED TO, LIGHTING.
1. EXISTING CONDITIONS ARE SHOWN BASED ON INFORMATION OBTAINED FROM FIELD SURVEYS, EXISTING BUILDING DOCUMENTS, AND STAFF. VERIFY EXISTING CONDITIONS AND REPORT ANY CONFLICTS BEFORE PROCEEDING.
2. NOT ALL EXISTING EQUIPMENT, LUMINAIRES, AND CONDUIT ARE SHOWN. VERIFY EXISTING CONDITIONS AND REPORT ANY CONFLICTS WITH NEW WORK BEFORE STARTING WORK.

ELECTRICAL INSTALLATION NOTES:

1. THE COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE ADA STANDARDS FOR ACCESSIBLE DESIGN. REFER TO THE ADA GUIDELINES FOR ALL CONFIGURATION DETAILS ON THIS PAGE FOR ADDITIONAL INFORMATION.
2. CIRCUIT NUMBERS ARE SHOWN FOR CIRCUIT IDENTIFICATION. CIRCUITING SHALL AGREE WITH NUMBERING ON THE PANEL PROVIDED. COMMON NEUTRALS MAY NOT BE USED FOR BRANCH CIRCUITS. BALANCE THE LOAD ON PANEL AS EVENLY AS POSSIBLE BETWEEN EACH PHASE.
3. ELECTRICAL EQUIPMENT SHALL BE MOUNTED TO AVOID IMPEDANCE OF, OPERATION OF, AND/OR ACCESS TO ELECTRICAL EQUIPMENT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPENINGS REQUIRED IN WALLS. ALL OPENINGS SHALL BE REPAIRED TO MATCH EXISTING BY A QUALIFIED CONTRACTOR AT THE EXPENSE OF THIS CONTRACTOR. ALL CONDUITS THROUGH WALLS SHALL BE GROUTED OR SEALED INTO OPENINGS.
5. ALL WELDING SHALL BE ACCORDING TO AMERICAN WELDING SOCIETY STANDARDS. CONTRACTOR SHALL FURNISH TO THE ARCHITECT/ENGINEER CERTIFICATES QUALIFYING EACH WELDER, PRIOR TO START OF WORK. THE ENGINEER RESERVES THE RIGHT TO REQUIRE QUALIFYING DEMONSTRATION, AT THE CONTRACTOR'S EXPENSE, OF ANY WELDERS ASSIGNED TO THE JOB.
6. EACH CONTRACTOR IS RESPONSIBLE FOR DAMAGE CAUSED BY THEIR ACTIONS TO THE WALLS, FLOORS, CEILINGS, AND ROOFS. THE CONTRACTOR WHOSE WORK CAUSES DAMAGE IS RESPONSIBLE FOR PATCHING TO MATCH ORIGINAL CONSTRUCTION, FIRE RATING, AND FINISH.
7. ELECTRICAL IDENTIFICATION. REFER TO SPECIFICATION SECTION 26 05 53 FOR COLOR/LABEL REQUIREMENTS FOR CONDUIT, BOX, CABLE/WIRE, AND EQUIPMENT.

ELECTRICAL SYMBOL LIST			
SYMBOL:	TAG:	SPEC SECTION:	DESCRIPTION:
	SW-LS-PC	26 09 33	PHOTOCELL
	TC-#	26 09 33	TIME SWITCH
	LC-#	26 09 33	LIGHTING CONTACTOR

ELECTRICAL SYMBOL LIST			
SYMBOL:	TAG:	SPEC SECTION:	DESCRIPTION:
	REFER TO LUMINAIRE SCHEDULE		POLE MOUNTED LUMINAIRE

1 POLE BASE DETAIL
NO SCALE

2 UNDERGROUND CONDUIT DETAIL
NO SCALE

3 EXTERIOR LIGHTING CONTROL DETAIL
NO SCALE

CONDUIT INSTALLATION SCHEDULE				
THE FOLLOWING SCHEDULE SHALL BE ADHERED TO UNLESS THEY CONSTITUTE A VIOLATION OF APPLICABLE CODES OR ARE NOTED OTHERWISE ON THE DRAWINGS. THE INSTALLATION OF RMC CONDUIT WILL BE PERMITTED IN PLACE OF ALL CONDUIT SPECIFIED IN THIS SCHEDULE. REFER TO CONDUIT AND BOXES SPECIFICATION 26 05 53 FOR ADDITIONAL INFORMATION.				
INSTALLATION TYPE	PVC	HDPE	RMC	EMT
BRANCH CIRCUITS: LIGHTING, RECEPTACLES, CONTROLS, ETC.				X
CONTROLS (LIGHTING, POWER, BUILDING AUTOMATION, ETC.)				X
FINISHED SPACES / CONCEALED				X
WET AND DAMP LOCATIONS (CONDUIT, BOXES, FITTINGS, INSTALLED AND EQUIPPED TO PREVENT WATER ENTRY)			X	
INTERIOR LOCATIONS: CONCEALED				X
INTERIOR LOCATIONS: EXPOSED				X
UNDERGROUND / SLABS ON GRADE (IN OR UNDER SLABS ON GRADE)				
WITHIN 5' FROM THE PERIMETER OF THE BUILDING	X			
WITHIN 5' FROM THE PERIMETER OF THE BUILDING WHEN PASSING THROUGH THE PERIMETER OF THE BUILDING FOUNDATION:	X			
UNDERGROUND SITE CONDUITS:				
WITHIN 5' FROM THE PERIMETER OF A BUILDING FOUNDATION	X			
5' OR GREATER FROM THE PERIMETER OF A BUILDING FOUNDATION	X			
UNDER ROADS, DRIVES, AND VEHICLE TRAVELED WAYS. WHEN HDPE DIRECTIONAL BORING IS ALLOWED: PROVIDE PRESSURIZED GROUT	X	X		

PUBLIC HOUSING
ADMINISTRATION

Sunset Park Housing -
Site Lighting Improvements

2806 Bloomington Lane
Muscatine, IA 52761

City of Muscatine, Iowa

The FUTURE Built Smarter
623 26TH AVENUE
ROCK ISLAND, IL 61201
P: 309.786.0673 F: 309.786.5967

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0 1 2 3
REF. SCALE IN INCHES PROJECT #2200854.01

REVISIONS

No. Date Revision / Issue

SHEET INFORMATION	
BID DOCUMENTS	
Issue	12-08-2023
Date	2200854.01
Project #	SEJCHI
Drawn	GAUSHA
Checked	MATSNY
Approved	

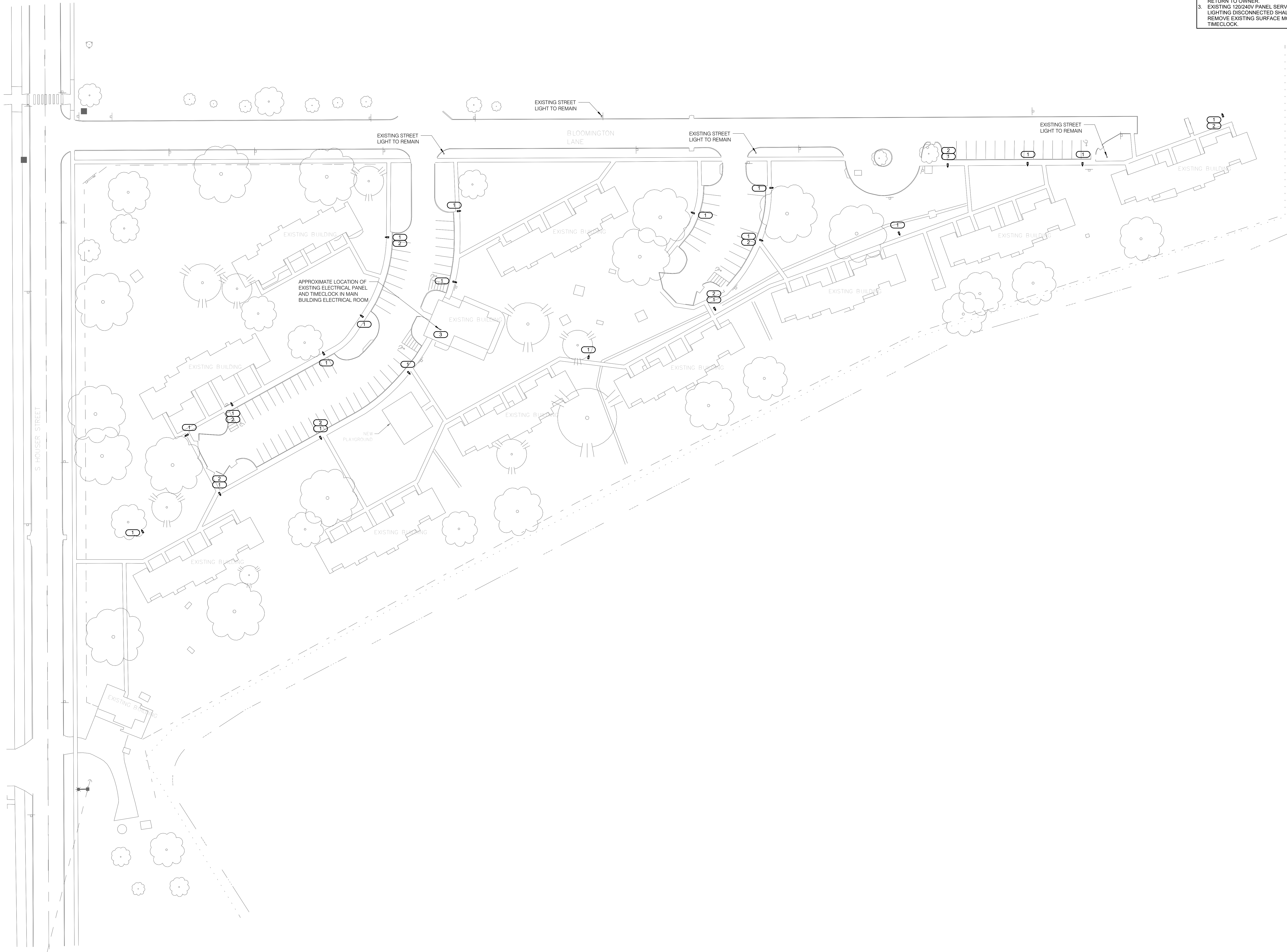
SHEET TITLE
ELECTRICAL COVERSHEET

SCALE
As Indicated

SHEET NUMBER

E000

Page 255 of 532



1 SITE - ELECTRICAL DEMOLITION
1" = 40'-0"

SHEET NOTES:

1. REFER TO E000 FOR GENERAL ELECTRICAL NOTES, ELECTRICAL INSTALLATION NOTES, ELECTRICAL SYMBOL LIST AND VIEW KEY.

KEYNOTES:

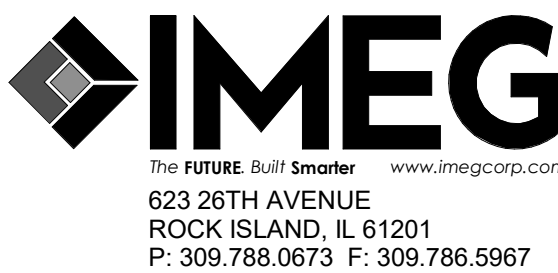
1. REMOVE EXISTING POLE LIGHT, POLE BASE AND ASSOCIATED CONDUIT AND WIRING. ABANDON EMPTY CONDUITS IN PLACE.
2. MAINTAIN EXISTING SOLAR FIXTURE MOUNTED ON LIGHTING POLE UNTIL POLE IS READY TO BE REMOVED. COORDINATE SCHEDULING WITH OWNER. REMOVE SOLAR FIXTURE AND RETURN TO OWNER.
3. EXISTING 120/240V PANEL SERVING SITE LIGHTING DISCONNECTED SHALL REMAIN. REMOVE EXISTING SURFACE MOUNTED TIMECLOCK.

**PUBLIC HOUSING
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**Sunset Park Housing -
Site Lighting Improvements**

2806 Bloomington Lane
Muscatine, IA 52761

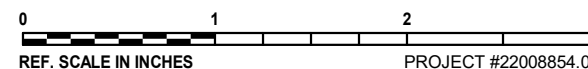
City of Muscatine, Iowa



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REVISIONS

No.	Date	Revision / Issue
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SHEET INFORMATION

Issue	BID DOCUMENTS
Date	12-08-2023
Project #	2200854.01
Drawn	SEJCHI
Checked	GAUSHA
Approved	MATSNY

SHEET TITLE

SITE - ELECTRICAL DEMOLITION

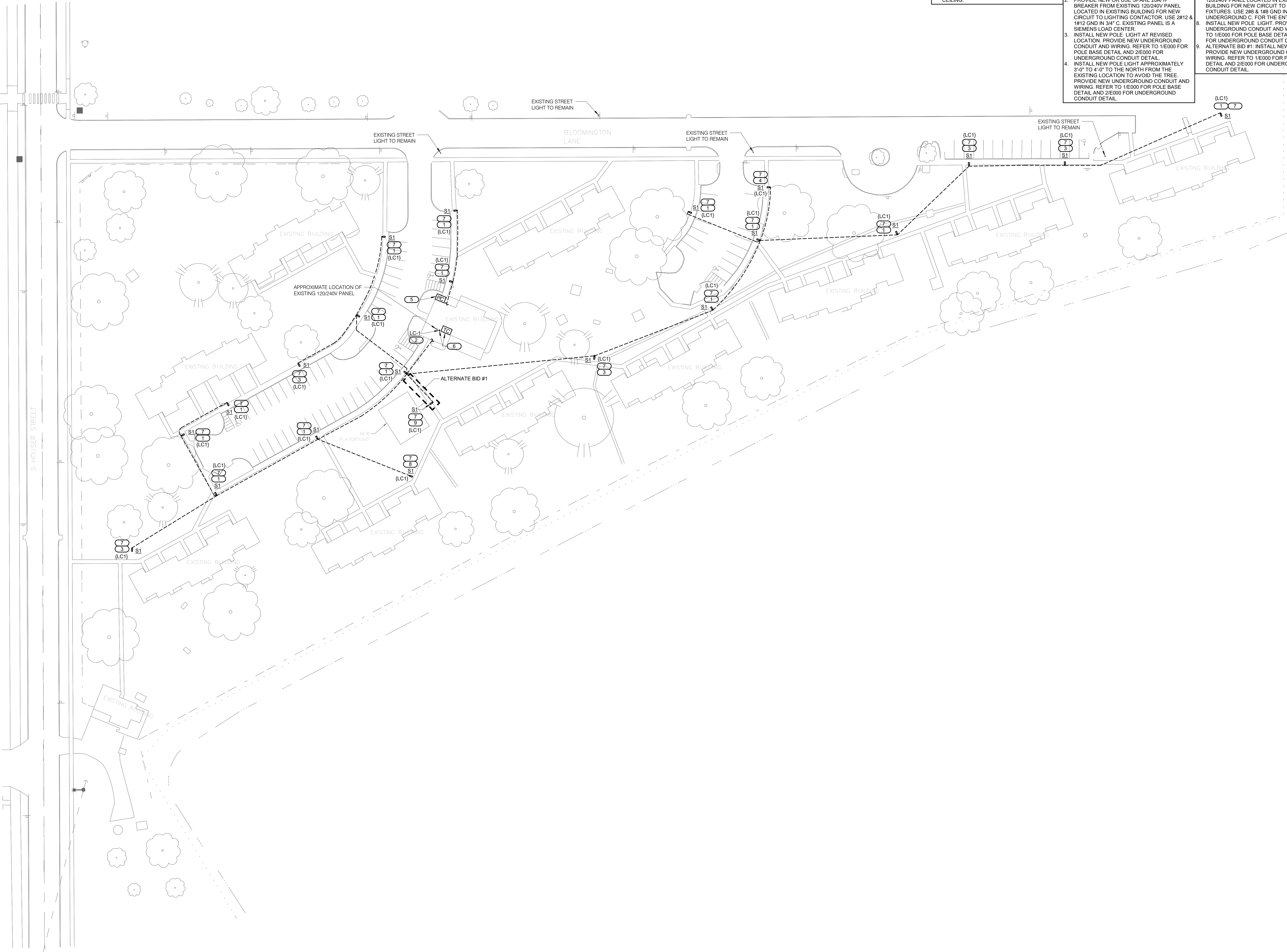
SCALE

Scale: 1" = 40'-0"

SHEET NUMBER

E100

 1 SITE - ELECTRICAL
1" = 40'-0"



SHEET NOTES:

1. REFER TO E000 FOR GENERAL ELECTRICAL NOTES, ELECTRICAL INSTALLATION NOTES, ELECTRICAL SYMBOL LIST AND VIEW KEY.
2. EXISTING MAIN BUILDING HAS A COMPLETE DRYWALL CEILING WITH ACCESS HATCH. ALL NEW CONDUIT SHALL BE INSTALLED CONCEALED ABOVE THE EXISTING DRYWALL CEILING.

KEYNOTES: (#)

1. INSTALL NEW POLE LIGHT AT APPROXIMATELY THE SAME LOCATION OF THE EXISTING POLE LIGHT REMOVED DURING DEMOLITION. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.
2. PROVIDE NEW OR USE SPARE 20A/1P BREAKER FROM EXISTING 120/240V PANEL LOCATED IN EXISTING BUILDING FOR NEW CIRCUIT TO LIGHTING CONTACTOR. USE 2#12 & 1#12 GND IN 3/4" C. EXISTING PANEL IS A SIEMENS LOAD CENTER.
3. INSTALL NEW POLE LIGHT AT REVISED LOCATION. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.
4. INSTALL NEW POLE LIGHT APPROXIMATELY 3'-0" TO 4'-0" TO THE NORTH FROM THE EXISTING LOCATION TO AVOID THE TREE. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.

KEYNOTES: (#)

5. INSTALL PHOTOCELL AT NORTH SIDE OF THE BUILDING POINTING NORTH. MOUNT AS HIGH AS POSSIBLE ON EXTERIOR WALL.
6. INSTALL LIGHTING CONTACTOR AND TIMECLOCK IN THE EXISTING ELECTRICAL ROOM.
7. USE SPARE 20A/2P BREAKER FROM EXISTING 120/240V PANEL LOCATED IN EXISTING BUILDING FOR NEW CIRCUIT TO ALL S1 LIGHT FIXTURES. USE 2#8 & 1#8 GND IN 1" UNDERGROUND C. FOR THE ENTIRE CIRCUIT.
8. INSTALL NEW POLE LIGHT. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.
9. ALTERNATE BID #1: INSTALL NEW POLE LIGHT. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.

**PUBLIC HOUSING
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**Sunset Park Housing -
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Muscatine, IA 52761

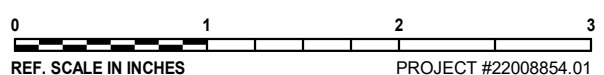
City of Muscatine, Iowa



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REVISIONS

No.	Date	Revision / Issue
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SHEET INFORMATION

BID DOCUMENTS	
Issue	12-08-2023
Date	2200854.01
Project #	SE/JCH
Drawn	GAUSHA
Checked	MATSNY
Approved	

SHEET TITLE

SITE - ELECTRICAL

SCALE

Scale: 1" = 40'-0"

SHEET NUMBER

E200

26 05 00 BASIC ELECTRICAL REQUIREMENTS

SCOPE OF WORK
THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NEW MATERIALS AS INDICATED ON THE DRAWINGS, AND/OR IN THESE SPECIFICATIONS, AND ALL ITEMS REQUIRED TO MAKE ASSOCIATED PORTION OF THE ELECTRICAL WORK A FINISHED AND WORKING SYSTEM.
ALL WORK THAT WILL PRODUCE EXCESSIVE NOISE OR INTERFERENCE WITH NORMAL BUILDING OPERATIONS, AS DETERMINED BY THE OWNER, SHALL BE SCHEDULED WITH THE OWNER. IT MAY BE NECESSARY TO SCHEDULE SUCH WORK DURING UNOCCUPIED HOURS.

CODES AND STANDARDS
CONFORM TO ALL REQUIREMENTS OF THE CITY OF MUSCATINE, IOWA CODES, LAWS, ORDINANCES, AND OTHER REGULATIONS HAVING JURISDICTION OVER THIS INSTALLATION.
IF THE CONTRACTOR NOTES, AT THE TIME OF BIDDING, THAT ANY PARTS OF THE DRAWINGS OR SPECIFICATIONS DO NOT COMPLY WITH THE CODES OR REGULATIONS, CONTRACTOR SHALL INFORM THE ARCHITECT/ENGINEER IN WRITING, REQUESTING A CLARIFICATION.

PERMITS AND FEES
PROCURE ALL APPLICABLE PERMITS AND LICENSES, ABIDE BY LOCAL AND STATE LAWS, REGULATIONS, AND ORDINANCES. PAY ALL CHARGES FOR PERMITS OR LICENSES. PAY ALL FEES AND TAXES IMPOSED BY STATE, MUNICIPAL, AND OTHER REGULATORY BODIES. PAY ALL CHARGES ARISING OUT OF REQUIRED INSPECTIONS BY AN AUTHORIZED BODY. PAY ALL CHARGES ARISING OUT OF REQUIRED CONTRACT DOCUMENT REVIEWS ASSOCIATED WITH THE PROJECT AND AS INITIATED BY THE OWNER OR AUTHORIZED AGENCY/CONSULTANT.

WHERE APPLICABLE, ALL FIXTURES, EQUIPMENT AND MATERIALS SHALL BE LISTED BY UNDERWRITER'S LABORATORIES, INC. OR A NATIONALLY RECOGNIZED TESTING ORGANIZATION.

DRAWINGS
THE DRAWINGS FOR THE ELECTRICAL WORK ARE DIAGRAMMATIC, INTENDED TO CONVEY THE SCOPE OF THE WORK AND TO INDICATE THE GENERAL ARRANGEMENTS AND LOCATIONS OF EQUIPMENT, OUTLETS, ETC., AND THE APPROXIMATE SIZES OF EQUIPMENT.

CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF EQUIPMENT AND ROUGH-INS, AND THE EXACT ROUTING OF RACEWAYS SO AS TO BEST FIT THE LAYOUT OF THE JOB. CONDUIT ENTRY POINTS FOR ELECTRICAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, PANELBOARDS, SWITCHBOARDS, SWITCHGEAR AND UNIT SUBSTATIONS, SHALL BE DETERMINED BY THE CONTRACTOR UNLESS NOTED IN THE CONTRACT DOCUMENTS.

CONSTRUCTION DRAWINGS FOR THIS PROJECT HAVE BEEN PREPARED UTILIZING REVIT. CONTRACTORS AND SUBCONTRACTORS MAY REQUEST ELECTRONIC MEDIA FILES OF THE CONTRACT DRAWINGS. THE ELECTRONIC CONTRACT DOCUMENTS CAN BE USED FOR PREPARATION OF SHOP DRAWINGS AND AS-BUILT DRAWINGS ONLY. THE INFORMATION MAY NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT.

VERIFY ALL PERTINENT DIMENSIONS AT THE JOB SITE BEFORE ORDERING ANY CONDUIT, CONDUCTORS, WIREWAYS, BUS DUCT, FITTINGS, ETC.

SUBMITTALS
SUBMITTALS SHALL BE REQUIRED WHERE REQUIRED IN THE SPECIFICATIONS OR ON THE DRAWINGS. THE CONTRACTOR SHALL SUBMIT ELECTRONIC COPIES OF EACH SHOP DRAWING FOR REVIEW BY THE ARCHITECT/ENGINEER BEFORE RELEASING ANY EQUIPMENT FOR MANUFACTURE OR SHIPMENT.

THE CONTRACTOR SHALL THOROUGHLY REVIEW AND APPROVE ALL SHOP DRAWINGS BEFORE SUBMITTING THEM TO THE ARCHITECT/ENGINEER. CONTRACTOR SHALL CLEARLY MARK ALL DEVIATIONS FROM THE CONTRACT DOCUMENTS ON ALL SUBMITTALS. ASSEMBLE ALL SUBMITTALS IN SETS, SUCH AS PANELBOARDS, FIRE ALARM, LIGHTING, OR MOTOR CONTROL. ALL SETS SHALL BE IDENTICAL AND CONTAIN AN INDEX OF THE ITEMS ENCLOSED WITH A GENERAL TOPIC DESCRIPTION ON THE COVER. WHERE MORE THAN ONE MODEL IS SHOWN ON A MANUFACTURER'S SHEET, CLEARLY INDICATE EXACTLY WHICH ITEM AND WHICH DATA IS RELEVANT TO THE WORK. REFER TO SUBSECTIONS FOR SPECIFIC SUBMITTAL REQUIREMENTS.

WARRANTY
PROVIDE MINIMUM ONE-YEAR WARRANTY FOR ALL FIXTURES, EQUIPMENT, MATERIALS, AND WORKMANSHIP. REFER TO SUBSECTIONS FOR ADDITIONAL WARRANTY REQUIREMENTS.

MATERIAL SUBSTITUTION
WHERE SEVERAL MANUFACTURERS' NAMES ARE GIVEN, THE MANUFACTURER FOR WHICH A CATALOG NUMBER IS GIVEN IS THE BASIS OF DESIGN AND ESTABLISHES THE QUALITY REQUIRED. EQUIVALENT EQUIPMENT MANUFACTURED BY THE OTHER NAMED MANUFACTURERS MAY BE USED. CONTRACTOR SHALL ENSURE THAT ALL ITEMS SUBMITTED BY THESE OTHER MANUFACTURERS MEET ALL REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS, AND FIT IN THE ALLOCATED SPACE. THE ARCHITECT/ENGINEER SHALL MAKE THE FINAL DETERMINATION OF WHETHER A PRODUCT IS EQUIVALENT.

ANY MATERIAL, ARTICLE, OR EQUIPMENT OF OTHER UNNAMED MANUFACTURERS WHICH WILL ADEQUATELY PERFORM THE SERVICES AND DUTIES IMPOSED BY THE DESIGN AND IS OF A QUALITY EQUAL TO OR BETTER THAN THE EQUIPMENT IDENTIFIED BY THE DRAWINGS MAY BE USED IF APPROVAL IS SECURED IN WRITING FROM THE ARCHITECT/ENGINEER VIA ADDENDUM.

OBSERVATION OF WORK
THE CONTRACTOR SHALL PROVIDE SEVEN (7) CALENDAR DAYS' NOTICE TO THE ARCHITECT/ENGINEER PRIOR TO COVERING INTERIOR PARTITIONS AND CHASES AND INSTALLING HARD OR SUSPENDED CEILINGS AND SOFFITS.

IN ORDER TO PREVENT THE FINAL JOBSITE OBSERVATION FROM OCCURRING TOO EARLY, THE CONTRACTOR SHALL REVIEW THE COMPLETION STATUS OF THE PROJECT AND CERTIFY IN WRITING THAT THE JOB IS READY FOR THE FINAL JOBSITE OBSERVATION.

PROJECT CLOSEOUT
SUBMIT THE FOLLOWING: OPERATION AND MAINTENANCE MANUALS INCLUDING BOUND COPIES OF APPROVED SHOP DRAWINGS, RECORD DOCUMENTS, SPARE PARTS AND EXTRA MATERIALS IN QUANTITIES SPECIFIED IN THESE SPECIFICATIONS.

OPERATION AND MAINTENANCE INSTRUCTIONS
OPERATION AND MAINTENANCE DATA SHALL CONSIST OF WRITTEN INSTRUCTIONS FOR THE CARE, MAINTENANCE, AND OPERATION OF THE EQUIPMENT AND SYSTEMS. INSTRUCTION BOOKS, CARDS, AND MANUALS FURNISHED WITH THE EQUIPMENT SHALL BE INCLUDED.

PROVIDE BOUND MANUALS WITH COPIES OF APPROVED SHOP DRAWINGS WITH TITLE PAGE AND INDEX SYSTEM SIMILAR TO OPERATION AND MAINTENANCE MANUAL.

RECORD DOCUMENTS
MAINTAIN AT THE JOB SITE A SEPARATE AND COMPLETE SET OF ELECTRICAL DRAWINGS AND SPECIFICATIONS WITH ALL CHANGES MADE TO THE SYSTEMS CLEARLY AND PERMANENTLY MARKED IN COMPLETE DETAIL. MARK DRAWINGS TO INDICATE APPROVED SUBSTITUTIONS, CHANGE ORDERS, AND ACTUAL EQUIPMENT AND MATERIALS USED. ALL CHANGE ORDERS, RESPONSES, CLARIFICATIONS, AND OTHER SUPPLEMENTAL INSTRUCTIONS SHALL BE MARKED ON THE DOCUMENTS. RECORD DOCUMENTS THAT MERELY REFERENCE THE EXISTENCE OF THE ABOVE ITEMS ARE NOT ACCEPTABLE. RECORD CHANGES DAILY AND KEEP THE MARKED DRAWINGS AVAILABLE FOR THE ARCHITECT/ENGINEER'S EXAMINATION AT ANY NORMAL WORK TIME.

CLEANING
THOROUGHLY CLEAN ALL EQUIPMENT AND SYSTEMS PRIOR TO THE OWNER'S FINAL ACCEPTANCE OF THE PROJECT. CLEAN ALL FOREIGN PAINT, GREASE, OIL, DIRT, LABELS, STICKERS, ETC. FROM ALL EQUIPMENT. REMOVE ALL RUBBISH, DEBRIS, ETC., ACCUMULATED DURING CONSTRUCTION FROM THE PREMISES.

26 05 05 ELECTRICAL DEMOLITION FOR REMODELING

THE DRAWINGS ARE INTENDED TO INDICATE THE SCOPE OF WORK REQUIRED AND DO NOT INDICATE EVERY BOX, CONDUIT, OR WIRE THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID AND VERIFY EXISTING CONDITIONS.

VERIFY THAT ABANDONED WIRING AND EQUIPMENT SERVE ONLY ABANDONED EQUIPMENT OR FACILITIES. EXTEND CONDUIT AND WIRE TO FACILITIES AND EQUIPMENT THAT WILL REMAIN IN OPERATION FOLLOWING DEMOLITION. EXTENSION OF CONDUIT AND WIRE TO EQUIPMENT SHALL BE COMPATIBLE WITH THE SURROUNDING AREA. EXTENDED CONDUIT AND CONDUCTORS SHALL MATCH EXISTING SIZE AND MATERIAL.

COORDINATE SCOPE OF WORK WITH ALL OTHER CONTRACTORS AND THE OWNER AT THE PROJECT SITE. SCHEDULE REMOVAL OF EQUIPMENT AND ELECTRICAL SERVICE TO AVOID CONFLICTS.

BID SUBMITTAL SHALL MEAN THE CONTRACTOR HAS VISITED THE PROJECT SITE AND HAS VERIFIED EXISTING CONDITIONS AND SCOPE OF WORK.

PREPARATION
COORDINATE ALL OUTAGES WITH OWNER. COORDINATE UTILITY SERVICE OUTAGES WITH UTILITY COMPANY.

PROVIDE TEMPORARY WIRING AND CONNECTIONS TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION. WHEN WORK MUST BE PERFORMED ON ENERGIZED EQUIPMENT OR CIRCUITS, USE PERSONNEL EXPERIENCED IN SUCH OPERATIONS. ASSUME ALL EQUIPMENT AND SYSTEMS MUST REMAIN OPERATIONAL UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.

DISCONNECT AND REMOVE POLE LIGHTS AND DEVICES THAT ARE TO BE DEMOLISHED. REMOVE CONDUIT, SUPPORTS, AND CONDUCTORS BACK TO SOURCE. BACK BOX AND CONDUIT MOUNTED IN WALLS THAT ARE TO REMAIN CAN BE ABANDONED IN PLACE. PROVIDE APPROPRIATE COVER PLATE FOR ALL ABANDONED BACK BOXES PER WIRING DEVICES SPECIFICATION.

DISCONNECT AND REMOVE ABANDONED LUMINAIRES. REMOVE BRACKETS, STEMS, HANGERS, AND OTHER ACCESSORIES. BALLASTS IN LIGHT FIXTURES INSTALLED PRIOR TO 1980 SHALL BE INCINERATED IN EPA-APPROVED INCINERATOR OR DISPOSED OF IN EPA-CERTIFIED CONTAINERS AND DEPOSITED IN AN EPA LANDFILL. CERTIFIED FOR PCB DISPOSAL OR RECYCLED BY PERMITTED BALLAST RECYCLER.

HID AND FLUORESCENT LAMPS DETERMINED BY THE TOXICITY CHARACTERISTIC LEACHATE PROCEDURE (TCLP) TO BE HAZARDOUS WASTE SHALL BE DISPOSED OF IN AN EPA-PERMITTED HAZARDOUS WASTE DISPOSAL FACILITY OR BY A PERMITTED LAMP RECYCLER.

REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK. PATCH OPENINGS TO MATCH EXISTING SURROUNDING FINISHES. MAINTAIN ACCESS TO EXISTING ELECTRICAL INSTALLATIONS THAT REMAIN ACTIVE. MODIFY INSTALLATION OR PROVIDE JUNCTION BOXES AND ACCESS PANEL AS APPROPRIATE. EXTEND EXISTING INSTALLATIONS USING MATERIALS AND METHODS COMPATIBLE WITH EXISTING ELECTRICAL INSTALLATIONS.

THIS CONTRACTOR IS RESPONSIBLE FOR ALL COSTS INCURRED IN REPAIR, RELOCATIONS, OR REPLACEMENT OF ANY CABLES, CONDUITS, OR OTHER SERVICES IF DAMAGED WITHOUT PROPER INVESTIGATION.

CLEAN AND REPAIR EXISTING MATERIALS AND EQUIPMENT THAT REMAIN OR ARE TO BE REUSED.

PROVIDE TYPED PANEL DIRECTORIES SHOWING REVISED CIRCUITING ARRANGEMENTS. CLEAN EXPOSED PANEL SURFACES AND CHECK TIGHTNESS OF ELECTRICAL CONNECTIONS. REPLACE DAMAGED CIRCUIT BREAKERS AND PROVIDE CLOSURE PLATES FOR VACANT POSITIONS.

ELECTRICAL ITEMS REMOVED REMAIN THE PROPERTY OF THE OWNER. CONTRACTOR SHALL PLACE ITEMS RETAINED BY THE OWNER IN A LOCATION COORDINATED WITH THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF MATERIAL THE OWNER ABANDONS.

26 05 13 WIRE AND CABLE

FEEDERS AND BRANCH CIRCUITS 8 AWG AND LARGER SHALL BE COPPER, STRANDED, 600 VOLT INSULATION, THHN. UNDERGROUND OR IN SLABS ON GRADE SHALL BE THWN or XHHW-2.

FEEDERS AND BRANCH CIRCUITS 10 AWG AND SMALLER: COPPER, SOLID OR STRANDED, 600 VOLT INSULATION, THHN/THWN. NOTED ON THE DRAWINGS. MINIMUM SIZE #12 AWG.

CONTROL CABLE FOR CLASS 1, CLASS 2, AND CLASS 3 CIRCUITS SHALL BE COPPER, 600 VOLT INSULATION, RATED 60°C, INDIVIDUAL CONDUCTORS TWISTED TOGETHER, SHIELDED, AND COVERED WITH PVC. MINIMUM SIZE #14 AWG.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DERATING AND SIZING CONDUCTORS AND CONDUITS TO EQUAL OR EXCEED THE AMPACITY OF NEC TABLE B.310.15(B)(2)(7), IF METHODS OR MATERIALS OTHER THAN THE BASIS OF DESIGN ARE USED.

USE # 10 AWG CONDUCTORS FOR 20 AMPERE, 120 VOLT BRANCH CIRCUIT HOME RUNS LONGER THAN 75 FEET, HOME RUNS LONGER THAN 200 FEET.

USE SOLDERLESS, TIN-PLATED COPPER LUGS APPLIED WITH CIRCUMFERENTIAL CRIMP FOR COPPER TERMINATIONS #8 AWG AND LARGER. USE INDENTER CRIMP #10 AWG AND SMALLER.

PROVIDE MINIMUM #8 WIRE FOR THE EXTERIOR LIGHTING BRANCH CIRCUIT.

26 05 33 CONDUIT AND BOXES

CONDUIT
ACCEPTABLE CONDUIT MANUFACTURERS: ALLIED, LTV, STEELTUD, WHEATLAND TUBE CO, O-Z GEDEY.

ACCEPTABLE FITTINGS MANUFACTURERS: APPLETON ELECTRIC, O-Z GEDEY, ELECTROLINE, RACO, BRIDGEPORT, MIDWEST, REGAL, THOMAS & BETTS, CROUSE-HINDS, KILLARK

ELECTRICAL METALLIC TUBING (EMT), MINIMUM 3/4", SHALL BE USED IN FINISHED SPACES FOR ALL BRANCH CIRCUITS.

RIGID METALLIC CONDUIT (RMC) SHALL BE USED IN WET OR DAMP LOCATIONS.

POLYVINYL CHLORIDE (PVC), SCHEDULE 40, SHALL BE USED IN SLAB ON-GRADE AND ABOVE-GRADE UNDERGROUND.

HIGH DENSITY POLYETHYLENE (HDPE) SHALL BE USED IN UNDER ROADS, DRIVES, AND VEHICLE TRAVELED WAYS.

FLEXIBLE METALLIC CONDUIT (FMC) SHALL BE USED FOR CONNECTIONS TO MOTORS AND LIGHT FIXTURES. LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT (LFMC) WITH WATERTIGHT FITTINGS SHALL BE USED IN EXTERIOR OR WET/DAMP LOCATIONS. LENGTH OF CONDUIT SHALL NOT EXCEED 6'.

EMT CONDUIT FITTINGS SHALL BE COMPRESSION STEEL SET-SCREW TYPE.

CONDUIT AND CONDUCTOR SIZING SHALL BE COORDINATED TO LIMIT CONDUCTOR FILL TO LESS THAN 40%, MAINTAIN CONDUCTOR AMPERE CAPACITY AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.

CONDUIT SHALL NOT CONTAIN MORE FOUR (4) QUARTER BENDS (360°) BETWEEN PULL BOX POINTS.

ALL CONDUITS THROUGH WALLS SHALL BE GROUTED OR SEALED INTO OPENINGS. WHERE CONDUIT PENETRATES FIREWALLS AND FLOORS, SEAL WITH A UL LISTED SEALANT. SEAL INTERIOR OF CONDUIT AT EXTERIOR ENTRIES.

PROVIDE A POLYPROPYLENE PULL CORD WITH 2000 LBS. TENSILE STRENGTH IN EACH EMPTY CONDUIT.

EXPOSED CONDUIT ON EXTERIOR WALLS OR ABOVE ROOF WILL NOT BE ALLOWED.

BOXES

CAST BOXES SHALL BE USED IN EXTERIOR LOCATIONS, AND WET LOCATIONS.

26 09 33 LIGHTING CONTROL SYSTEMS

PERFORMANCE STATEMENT: THIS SPECIFICATION SECTION AND THE ACCOMPANYING LIGHTING DESIGN DOCUMENTS DESCRIBE THE MINIMUM MATERIAL, QUALITY, REQUIRED FEATURES, AND OPERATIONAL REQUIREMENTS OF THE LIGHTING CONTROL SYSTEM (LCS). THESE DOCUMENTS DO NOT CONVEY EVERY WIRE THAT MUST BE INSTALLED AND EVERY EQUIPMENT CONNECTION THAT MUST BE MADE. BASED ON THE PERFORMANCE REQUIRED OF THE SYSTEM, AS PRESENTED IN THESE DOCUMENTS, THE CONTRACTOR AND SYSTEM MANUFACTURER/VENDOR ARE SOLELY RESPONSIBLE FOR DETERMINING ALL EQUIPMENT, WIRING, AND PROGRAMMING REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.

PROVIDE AN INTEGRATED LIGHTING CONTROLS SYSTEM CONSISTING OF PANELS, POWER SUPPLIES, CONTROLLERS, SENSORS, RELAYS, SWITCHES, DEVICES, WIRING, ETC. NECESSARY TO PERFORM THE LIGHTING CONTROL SEQUENCE OF OPERATION, AS DEFINED ON THE PLANS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THAT ALL COMPONENTS AND LUMINAIRES INTEROPERATE AS A SINGLE SYSTEM.

SEQUENCE OF OPERATION: DESCRIBES THE REQUIRED OPERATION AND PERFORMANCE FOR LIGHTING CONTROL IN EACH SPACE. SEQUENCES OF OPERATION ARE INDICATED ON THE DRAWINGS.

DRAWINGS: THE DRAWINGS INCLUDE SEQUENCES OF OPERATION, LOCATIONS OF CONTROL INTERFACE DEVICES, SENSORS, AND CONTROL ZONES. WIRING AND ADDITIONAL EQUIPMENT TO MAKE A COMPLETE AND FUNCTIONING SYSTEM HAS NOT BEEN SHOWN, BUT SHALL BE SUBMITTED WITH THE SHOP DRAWINGS.

LOCAL DAYLIGHTING CONTROLS
[SW-LS-PC]: STANDALONE EXTERIOR PHOTO SENSOR – WEATHERPROOF ENCLOSURE: PARAGON, TORK, INTERMATIC.

TIME SWITCH
[TC-1]: ASTRONOMICAL TIME SWITCH - 7-DAY, LCD DISPLAY: PARAGON EC71ST, TORK DWZ100A, INTERMATIC ET70115C

LIGHTING CONTACTOR
[LC-1]: ELECTRICALLY HELD – 120V – 30 AMP CONTACTS – TYPE 1 ENCLOSURE: SCHNEIDER ELECTRIC 8903 SERIES, EATON CORPORATION C30CN/CN35 SERIES, ABB.

26 51 00 LIGHTING

SUBMIT PRODUCT DATA SHEETS FOR LUMINAIRES, LED LIGHTING ENGINES, DRIVERS, AND POLES. INCLUDE COMPLETE PRODUCT MODEL NUMBER WITH ALL OPTIONS AS SPECIFIED. SUBMITTAL SHALL BE ARRANGED WITH LUMINAIRES LISTED IN ASCENDING ORDER, AND WITH EACH LUMINAIRE'S ASSOCIATED LED LIGHT ENGINE, DRIVER, OR POLE INFORMATION FOLLOWING LUMINAIRE'S PRODUCT DATA.

SUBMIT LIGHTING CONTROL CAPABILITY DATA FOR EACH LUMINAIRE. THE SUBMITTAL SHALL CLEARLY IDENTIFY DEVICE DATA PROPOSED BY THE CONTRACTOR AND APPROVED BY THE LUMINAIRE MANUFACTURER FOR SWITCHING, AND SIMILAR CONTROL CHARACTERISTICS.

DELIVER PRODUCTS TO SITE. PROTECT LUMINAIRE FINISHES, LENSES, AND TRIMS FROM DAMAGE DURING STORAGE AND INSTALLATION. DO NOT REMOVE PROTECTIVE FILMS UNTIL CONSTRUCTION CLEANUP WITHIN EACH AREA IS COMPLETE. HANDLE SITE LIGHTING POLES CAREFULLY TO PREVENT BREAKAGE AND DAMAGE TO FINISH.

THE WARRANTY PERIOD BEGINS AT THE DATE OF SUBSTANTIAL COMPLETION. PROVIDE LED LIGHT ENGINES AND DRIVERS WITH A FIVE (5) YEAR WARRANTY. PROVIDE EXTERIOR FINISH ON POLES WITH THREE (3) YEAR WARRANTY.

EXTERIOR LUMINAIRES SHALL BE LISTED FOR WET OR DAMP LOCATION AS SCHEDULED. PROVIDE INGRESS PROTECTION (IP) RATING WHEN SCHEDULED. PROVIDE LOW TEMPERATURE LED DRIVERS, WITH RELIABLE STARTING TO -20°F.

LIGHTING POLES SHALL BE SQUARE STRAIGHT STEEL LIGHTING POLE WITH EMBEDDED ANCHOR BASE.

REPLACE FAILED LED LIGHT ENGINE MODULES OR ARRAYS AT COMPLETION OF WORK.

ALIGN LUMINAIRES AND CLEAN LENSES AND DIFFUSERS AT COMPLETION OF WORK. CLEAN PAINT SPLATTERS, DIRT, AND DEBRIS FROM INSTALLED LUMINAIRES. TOUCH UP LUMINAIRE AND POLE FINISH AT COMPLETION OF WORK.

POLE IDENTIFICATION: PROVIDE ADHESIVE LABELS, FIELD MARKINGS, NAMEPLATES AND SIGNS.

PUBLIC HOUSING ADMINISTRATION

Sunset Park Housing - Site Lighting Improvements

2806 Bloomington Lane
Muscatine, IA 52761

City of Muscatine, Iowa

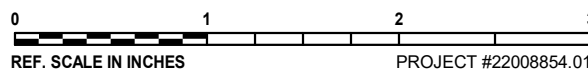


623 26TH AVENUE
ROCK ISLAND, IL 61201
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PROFESSIONAL SEAL

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REVISIONS

No. Date Revision / Issue

SHEET INFORMATION

BID DOCUMENTS

Issue

Date 12-08-2023

Project # 2200854.01

Drawn SEJCHI

Checked GAUSHA

Approved MATSUY

SHEET TITLE

SPECIFICATIONS - ELECTRICAL

SCALE

Scale:

SHEET NUMBER

E400



City of Muscatine

ITEM NUMBER 2023-0471

IN-DEPTH ITEM - CITY COUNCIL

DATE: 12/7/2023

STAFF

Jeff Jirak, Police Captain
Courtney Patel, Animal Control Officer
Anthony Kies, Police Chief

SUBJECT FOR DISCUSSION

Second Reading of an Amended ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations. The amended ordinance presented for a second reading removes the proposed changes to section 6-8-1-L -3, i and j and retains the changes to 6-8-1-L-3, g and h, 6-8-1, P and V, and 6-8-3 B. The amended ordinance presented retains the prohibition of all snakes that are venomous or constrictors.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a second reading of an amended ordinance amending Title 6, Chapter 8 of the City Code regarding animal regulations. City Council considered the second reading of the original amended ordinance at its November 16, 2023, City Council meeting. Upon consideration of the original amendment to the ordinance, City Council member Froelich made a motion to amend the ordinance by removing the proposed changes to section 6-8-1-L -3 i and j and to retain the changes to 6-8-1-L-3 g and h, 6-8-1 P and V, and 6-8-3 B. This motion was seconded by Councilmember Jindrich and passed via a roll call vote with 6 ayes and 1 Nay (Gordon). The new amended motion is attached to this agenda item summary. Due to the substantive change in meaning, the amended ordinance is being presented as a second reading. The amended ordinance is attached.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

Staff recommends approval of the second reading of ordinance.

BACKGROUND/DISCUSSION

Presented for City Council's consideration is a second reading of an amended ordinance amending Title 6, Chapter 8 of the City Code regarding animal regulations. City Council considered the second reading of the proposed ordinance amendments at its November 16, 2023, City Council meeting. Upon consideration of the original amendment to the ordinance, City Council member Froelich made a motion to amend the ordinance by removing the

proposed changes to section 6-8-1-L -3, i and j and to retain the changes to 6-8-1-L-3 g and h, 6-8-1 P and V, and 6-8-3 B. This motion was seconded by Councilmember Jindrich and passed via a roll call vote with 6 ayes and 1 Nay (Gordon). The new amended motion is attached to this agenda item summary. Due to the substantive change in meaning, the amended ordinance is being presented as a second reading. The amended ordinance retains the prohibition on all "snakes that are venomous or constrictors".

ATTACHMENTS

1. Ord_2023-0471 (6)
2. November 16 2023 City Council meeting minutes

**CITY OF MUSCATINE
ORDINANCE 2023-0471**

**ORDINANCE AMENDING TITLE 6, CHAPTER 8 OF THE CITY CODE OF
MUSCATINE, IOWA - ANIMAL REGULATIONS**

WHEREAS, The City of Muscatine's current animal regulation can be found in Title 6, Chapter 8 of the City Code of Muscatine, Iowa; and

WHEREAS, The City of Muscatine desires to ensure the safety and welfare of its residents and the humane treatment of animals; and

WHEREAS, On September 14, 2023, City Staff provided an overview of minor changes to animal regulations for the City of Muscatine, and proposed possible amendments to the City Code; and

WHEREAS, City Council directed City staff to prepare changes to portions of Title 6, Chapter 8 of the City Code of Muscatine, Iowa, related to the regulation of animal registration, dangerous animals, vicious dogs, and irresponsible owners.

NOW THEREFORE, be it ordained by the City Council of the City of Muscatine, in the State of Iowa, as follows: The currently adopted versions of Title 6, Chapter 8 of the City Code of Muscatine, Iowa, are hereby deleted and exhibit A, as attached, is hereby adopted in lieu thereof. This ordinance shall be in effect from and after the passage, approval and publication of this ordinance as provided by law.

SECTION 1: **AMENDMENT** “6-8-1 Definitions” of the Muscatine Municipal Code is hereby *amended* as follows:

A M E N D M E N T

6-8-1 Definitions

For use in this Ordinance, the following terms are defined:

- A. “Adequate Food” means providing, at suitable intervals of not more than twenty-four (24) hours, unless the dietary requirements of the animal so require, a quantity and quality of wholesome foodstuff, suitable for the physical condition and age of the animal, served in a clean receptacle or container, sufficient to maintain an adequate level of nutrition for such animal.
- B. “Adequate Indoor Shelter” means a properly ventilated and illuminated facility, sufficiently regulated by heating or cooling to protect the animal from extremes of temperature and sufficient to provide for the animal's health and comfort.
- C. “Adequate Outdoor Shelter” means a structurally sound and weatherproof shelter

made up of four (4) solid sides, a roof and a floor off the ground, which provides adequate protection from exposure to weather conditions and is placed in an area free of debris, feces and standing water. An adequate outdoor shelter must meet the requirements of adequate space. An animal crate is not an adequate outdoor shelter.

- D. "Adequate Sanitation" means cleaning or sanitizing of enclosures and housing facilities to remove excreta and other waste materials and dirt so as to minimize health hazards, flies or odors.
- E. "Adequate Space" means primary enclosures and housing facilities constructed and maintained so as to provide sufficient space to allow each animal to make normal postural and social adjustments with adequate freedom of movement to maintain physical condition.
- F. "Adequate Veterinary Care" means prompt reasonable care provided to a sick, diseased or injured animal by a licensed veterinarian, euthanized in a manner deemed appropriate by the City, or turned over to the City with approval of the Chief of Police, or designee.
- G. "Adequate Water" means reasonable access to a supply of clean, fresh, potable water, provided in a sanitary manner.
- H. "Altered" means a neutered male dog or cat which has been rendered sterile by a surgical procedure (orchietomy), or a spayed female dog or cat which has been rendered sterile by a surgical procedure (ovariohysterectomy).
- I. "Animal" means dogs, cats, all domestic animals, and any other animal owned by a person.
- J. "At Large" means any animal found off the premises of his owner and not under the control of a competent person, restrained within a motor vehicle, housed in a veterinary hospital or kennel, on a leash, or "at heel" beside a competent person and obedient to that person's command.
- K. "Commercial Establishments" means an animal shelter, boarding kennel, commercial breeder, commercial kennel, dealer, pet shop, pound, public auction, or research facility as defined in Iowa Code §162.
- L. "Dangerous Animal" means:
 - 1. Any animal as defined in this Chapter and is not a dangerous dog which is not naturally tame or gentle; which is of a wild nature or disposition; and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so.
 - 2. Any animal declared to be dangerous by the City Council.
 - 3. The following animals which shall be deemed to be dangerous animals per se:
 - a. Lions, tigers, jaguars, leopards, cougars, lynxes, cheetahs, and bobcats;
 - b. Wolves, coyotes, and foxes;
 - c. Badgers, wolverines, weasels, and skunks;
 - d. Raccoons;
 - e. Bears;
 - f. Monkeys and chimpanzees;
 - g. ~~Alligators and crocodiles~~ A member of the order crocodilia, including

- but not limited to alligators, caimans, crocodiles, and gharials;
- h. ~~Scorpions~~: A member of the order squamata which is any of the following:
- (1) A member of the family varanidae, which are limited to water monitors and crocodile monitors.
 - (2) A member of the family atractaspidae, including but not limited to mole vipers and burrowing asps.
 - (3) A member of the family helodermatidae including but not limited to bearded lizards and gila monsters.
 - (4) A member of the family elapidae, viperidae, crotalidae, atractaspidae, or hydrophidae which are venomous, including but not limited to cobras, mambas, coral snakes, kraits, adders, vipers, rattlesnakes, copperheads, pitvipers, keelbacks, cottonmouths, and sea snakes.
 - (5) A member of the superfamily henophidia, which are limited to reticulated pythons, anacondas, and african rock pythons.
- i. Snakes that are venomous or constrictors;
- j. Gila monsters; and
- k. Any crossbreed of such animals which have similar characteristics to the animals specified above.
- M. "Dangerous Dog" means any dog that, while on public or private property (including the owner's property)
1. Behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or domestic animal, chasing or approaching a human upon the streets, sidewalks, or any public or private property in a menacing or threatening manner and in an apparent attitude of attack without provocation;
 2. Causes injury to a domestic animal; or
 3. Has caused a bite injury and is not a vicious dog.
- N. "Dogs" means both male and female animals of the canine species whether altered or not.
- O. "Domestic Animal" means an animal that has been tamed and kept by humans as a work animal, food source, or pet.
- P. "Irresponsible Owner" means an owner that has violated this Chapter one (1) or more times on three (3) separate occasions within a rolling twelve-month period or has violated this chapter on one (1) occasion that is so egregious it may result in determination.
- Q. "Owner" means any person or persons, firm, association, or corporation owning, keeping, sheltering, or harboring an animal, including but not limited to feeding, watering, and providing veterinary care.
- R. "Serious Injury" means any physical injury that results in one or more broken bones, multiple bites, or one or more lacerations requiring sutures, or an injury requiring reconstructive or plastic surgery.
- S. "Tethering" means fastening an animal to a fixed object, including a trolley or pulley, so as to limit its range of movement using a rope, chain, or similar device.

- T. "Unaltered" means a dog or cat that has not been altered as defined in this Section.
- U. "Unattended Dog" means a dog that is outdoors without the supervision of a person.
- V. "Vicious Dog" means any dog that, while on public or private property (including the owner's property), without provocation or justification bites or attacks a person and causes serious physical injury or death. ~~or is declared vicious under this Chapter.~~ A dog may also be deemed vicious after three (3) or more bites causing any level of bodily injury.

SECTION 2: AMENDMENT "6-8-3 Registration And License" of the Muscatine Municipal Code is hereby *amended* as follows:

AMENDMENT

6-8-3 Registration And License

- A. All dogs or cats six (6) months of age or older shall be registered by an owner who is 18 years of age or older and the owner, except owners of seeing-eye dogs or owners who are confined to a wheelchair who are exempt from paying the registration and licensing fee but shall register their dogs or cats, shall pay the fee to the City in the office of the Department of Finance and Records or designee. The fee required by this Section shall be set by resolution of the City Council and is listed in the Schedule of Permit and Licensing Requirements in Appendix B to this Code of Ordinances. The license will be in full force and effect until the anniversary date of the rabies vaccination or inoculation of the animal and thereafter shall be renewable as determined by the animals' vaccination schedule.
- ~~B. It is the responsibility of the owner to furnish written proof that the dog or cat being registered is altered. Persons making a license renewal application received after thirty (30) calendar days of license expiration date shall pay as a penalty as listed in the Schedule of Permit and Licensing Requirements in Appendix B to this Code of Ordinances.~~
- C. The provisions of this Section shall not apply to dogs or cats in the custody of a veterinarian or animal shelter or animal rescuer or Animal Control Officer or Police Officer or whose owners are nonresidents temporarily within the City for a period not exceeding thirty (30) calendar days.
- D. It shall be a violation of this Section for any person to knowingly issue a check for which funds are insufficient or to stop payment on any check written in payment of fees contained in this Section. Any license(s) or penalties paid for with such checks are, in the case of the license, invalid, and in the case of the penalty, still outstanding.
- E. No dog or cat shall be registered or licensed under this Section unless a certificate of a licensed veterinarian certifying to the fact and date of rabies inoculation of such dog or cat shall have been filed with or exhibited to the authorized agent of the City in the Department of Finance and Records or designee, showing vaccination or inoculation as required by Section 6-8-2 of the City Code.

- F. Upon payment of the fee as provided in this Section and upon producing a certificate of inoculation or vaccination, the agent of the City in the Department of Finance or designee shall furnish to the person paying such fee a numbered license tag and memorandum of registry for each dog or cat for which such fee has been paid. It shall be a violation of this Section for any person to sell or transfer ownership of any dog or cat over six (6) months of age without a dog or cat license.
- G. The Department of Finance and Records or designee shall keep a complete registry of all licensed dogs and cats, their breed, color and sex, and shall also enter therein the name and address of the owner as given and the number of the license tag.

REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

First Reading: 11/16/23

Second Reading:

Third Reading:

Publication:

PASSED AND ADOPTED BY THE CITY OF MUSCATINE CITY COUNCIL

Presiding Officer

Attest

Dr. Brad Bark, Mayor, City of
Muscatine

Carol Webb, City Clerk, City of
Muscatine



City of Muscatine

CITY COUNCIL MINUTES

Thursday, November 16, 2023

1. **CALL TO ORDER**

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

2. **INVOCATION- Pam Saturnia, First Presbyterian Church**

3. **ROLL CALL**

Councilmembers Present: Nadine Brockert, John Jindrich, Jeff Osborne, Peggy Gordon(virtually), 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 Angie Lewis, seconded by Councilmember Jeff Osborne moved to approve the agenda as presented. Vote: Ayes -7, Nays - 0, Motion Passed.

7. **COMMUNICATIONS - CITIZENS**

Jim Elias - 2629 Canterbury Rd was present to share regarding the installation of the new "Zenith" structure at the 2nd Street and Mulberry Roundabout. Mr. Elias thanked all involved in making this happen.

Karl Reichert-3402 Tipton Rd. was present to share his recommendations regarding City Officials. Mr. Reichert stated this is the most positive City Council he has seen in years. Mr. Reichert suggested to City Council that they return the powers to the Mayor that were stripped from the position by a former City Council. He also stated the City Councilmembers should be paid equal to the Muscatine Board of Supervisors Members and that the City should do whatever it takes to keep the current City Administrator.

8. COUNCILMEMBER FOLLOW UP TO CITIZEN COMMUNICATION

Councilmember Lewis questioned what powers had been taken away from the mayor. City Administrator Webb stated she would look into that and get back to council with the information.

9. CONSENT AGENDA * (ITEMS 10-14)

Councilmember Angie Lewis, seconded by Councilmember DeWayne Hopkins, moved to approve the Consent Agenda including Items 10-14. Ayes - 7 , Nays - 0, Motion passed

10. * REVIEW AND POTENTIAL VOTE TO APPROVE MINUTES

- A. November 2, 2023 City Council Regular Meeting Minutes
- B. November 9, 2023 City Council In-Depth Meeting Minutes

11. * PETITIONS AND COMMUNICATIONS

- A. Request for Renewal of a Class "E" Retail Alcohol License for Kum & Go #1436, 416 Cedar Street – Kum & Go LC (pending inspections)
- B. Request for Renewal of a Class "C" Retail Alcohol License and Outdoor Service for Contrary Brewing Company, 411 West Mississippi Drive – Contrary Brewing LLC (pending inspections)
- C. Request for Renewal of a Class "E" Retail Alcohol License for Westside Store, 2201 Houser Street – West Side Houser Mart LLC (pending inspections)
- D. Request on First Reading on a New Class "C" Retail Alcohol License for The OB, 101 West Mississippi Drive – The OB LLC (pending inspections and insurance)
- E. Request for a Class "C" Retail Alcohol Permit (5-day Alcohol Permit) for The Tipsy Traveler's LLC, 2107 Stewart Road – The Tipsy Traveler's LLC (pending inspections)
- F. Request for Renewal of a Class "C" Retail Alcohol License for Flaming Embers, 131 West 2nd Street – Flaming Embers Inc. (pending inspections and insurance)
- G. Request for Renewal of a Class "C" Retail Alcohol License for Hubble's Tap, 214 East 2nd Street – Hubble's Glenda LLC (pending inspections and insurance)
- H. Request for renewal of a Class "C" Beer Permit for New York Dollar Store, 109 East 2nd Street – Antonio Sosa (pending inspections and insurance)

12. * COMMUNICATION – RECEIVE AND FILE

- A. November 2, 2023 County Board of Supervisors Meeting Minutes
- B. November 6, 2023 County Board of Supervisors Meeting Minutes

C. October 30, 2023 Board of Supervisors Meeting Minutes

13. *** PURCHASE ORDERS**

14. *** APPROVAL OF BILLS**

A. November 16, 2023 Bills for Approval

15. **PUBLIC HEARING**

16. **BOARDS AND COMMISSIONS**

17. **FROM THE CITY ADMINISTRATOR**

A. Second Reading of Ordinance Amending Title 6, Chapter 8 of the Code of the City of Muscatine, Regarding Animal Regulations
Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne, moved to approve the second reading of the ordinance.

Don Becker, 1306 New Hampshire Street, was present to share his support for the changes to code that would allow for certain types of snakes to be kept by residents in the city limits. Mr. Becker states that limiting constrictors is unfounded, as several types of constrictors are native to Muscatine and can be found in the wild.

Kevin Madsen, 2605 Dawson St, was present to state he is not opposed to pet snakes but is opposed to having a business of breeding and selling snakes in a residential area. Mr. Madsen brought a petition signed by 177 residents opposing the breeding and selling of snakes in a residential zoned area.

Shanda Good, 1716 Bandag Dr. was present to share her support of the code changes that would allow for snakes to be kept by residents.

Andrew Keefe, 1209 Vista Court was present to share his support of the code changes allowing for snakes to be kept as pets by residents.

Sara Mullins, 921 W.3rd Street was present to state she is in support of the keeping of snakes as pets. She stated having a law to ban snakes that are smaller than many of the native wild snakes is arbitrary.

City Administrator Webb made clarification to what the vote was concerning for this item and that the home based business issue was not part of the code being voted on.

Councilmember Dennis Froelich made a motion to amend the ordinance by removing the proposed changes to section 6-8-1-L -3 i and j and to retain the changes to 6-8-1-L-3 g and h, 6-8-1 P and V, and 6-8-3 B. Seconded by Councilmember Jindrich.

Councilmember Osborne stated the public concern is not against snakes but against business in residential areas and the volume of snakes and/or rats. Mr. Osborne suggested limiting the number of snakes a person can keep.

Councilmember Jindrich is in favor of amendment and stated he feels the number of snakes in the resident is excessive. He stated he feels the number of snakes in this home is detrimental to the neighborhood.

Councilmember Lewis stated she is not opposed to the snakes but as a councilmember she needs to vote regarding what the people want and feels that the citizens are against this many snakes in a residential area.

Councilmember Froelich stated he has received many phone calls and emails from residents stating this is not the appropriate place to house the amount of snakes and rats that are being housed.

Councilmember Brockert does not agree with the breeding of snakes and rats in a residential area.

Councilmember Osborne stated he was not happy with the amendment but feels he needs to vote with the majority of the residents.

Vote: Ayes - 6, Nays - 1,(Gordon) Amdendment to the Motion Passed.

Vote to approve the original motion as amended.

Vote Ayes - 7, Nays - 0 Motion passed.

City Administrator Webb stated the amended ordinance voted on tonight would be considered the first reading and would be brought back to council for 2 additional readings prior to being passed.

B. Third and Final Reading of an Ordinance Creating a Construction Appeal & Advisory Board

Councilmember Dennis Froelich, Seconded by Councilmember Peggy Gordon, moved to Adopt the Ordinance on third and final reading and to direct for its publication as required by law. Vote: Ayes - 7, Nays - 0, Motion Passed.

C. Resolutions (15) Approving Annual Appropriations for TIF Rebates for Fiscal Year 2024/2025:

- I Resolution Providing for the Appropriation of an Amount not to Exceed \$320,000 for the Wal-View Developments Project #1 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember Dennis Froelich

moved to Adopt the Resolution.

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

- II Resolution Providing for the Appropriation of an Amount not to Exceed \$175,000 for the Wal-View Developments Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Peggy Gordon, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.

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

- III Resolution Providing for the Appropriation of an Amount not to Exceed \$60,000 for the Musco Sports Lighting Project #2 TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember DeWayne Hopkins, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.

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

- IV Resolution Providing for the Appropriation of an Amount not to Exceed \$38,000 for the Harrison Lofts, LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember John Jindrich moved to Adopt the Resolution.

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

- V Resolution Providing for the Appropriation of an Amount not to Exceed \$400,000 for the Riverview Hotel Development TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Dennis Froelich, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.

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

- VI Resolution Providing for the Appropriation of an Amount not to Exceed \$107,000 for the HNI Corporation TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.

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

- VII Resolution Providing for the Appropriation of an Amount not to Exceed \$78,000 for the White Distribution & Supply LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.

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

- VIII Resolution Providing for the Appropriation of an Amount not to Exceed \$73,000 for the Bush Development, LLC/ Hershey Development LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember John Jindrich, seconded by Councilmember Nadine Brockert

moved to Adopt the Resolution.

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

- IX Resolution Providing for the Appropriation of an Amount not to Exceed \$30,000 for the JNB Oak Park, LP TIF Rebate for the Fiscal year Beginning July 1, 2024.
Councilmember Angie Lewis, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- X Resolution Providing for the Appropriation of an Amount not to Exceed \$40,000 for the NPSW Enterprises, LLC TIF Rebate for the First Phase of the Arbor Commons Development for the Fiscal year Beginning July 1, 2024.
Councilmember Dennis Froelich, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XI Resolution Providing for the Appropriation of an Amount not to Exceed \$14,000 for the FridleyTheatres Outlot #1 Development for the Fiscal Year Beginning July 1, 2024.
Councilmember Angie Lewis, seconded by Councilmember DeWayne Hopkins moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XII Resolution Providing for the Appropriation of an Amount not to Exceed \$40,000 for the Colorado Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.
Councilmember John Jindrich, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XIII Resolution Providing for the Appropriation of an Amount not to Exceed \$36,000 for the Grandview Senior Lofts LLC TIF Rebate for the Fiscal Year Beginning July 1, 2024.

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XIV Resolution Providing for the Appropriation of an Amount not to Exceed \$30,000 for the JNB Family 1 LP (Steamboat Apartments) TIF Rebate for the Fiscal Year Beginning July 1, 2024.
Councilmember John Jindrich, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- XV Resolution Providing for the Appropriation of an Amount not to Exceed \$70,000 for the Love's Travel Stops & Country Stores, Inc. TIF Rebate for the Fiscal Year beginning July 1, 2024.

Councilmember DeWayne Hopkins, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.

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

D. Resolutions (4) Approving Internal Advances of Funds for Tax Increment Urban Renewal Projects

I Resolution Authorizing Internal Advance of Funds for the 2023-2024 Urban Renewal Administration and Professional Support Program

Councilmember Jeff Osborne, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.

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

II Resolution Authorizing Internal Advance of Funds for the Economic Development Grant for the Greater Muscatine Chamber of Commerce and Industry (GMCCI) Support Program

Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.

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

III Resolution Authorizing the Internal Advance of Funds for the Small Business Forgivable Loan Program

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.

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

IV Resolution Authorizing the Internal Advance of Funds for the Downtown Façade Improvements Forgivable Loan Program

Councilmember Angie Lewis, seconded by Councilmember Jeff Osborne moved to Adopt the Resolution.

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

Councilmember Lewis had questions regarding what constitutes downtown that were addressed by City Administrator Webb. Ms. Webb stated all of 2nd Street is considered the downtown area.

E. Resolution Recognizing Muscatine Community Heart & Soul and the Discovery of What Matters Most to the Residents of Our Town

Councilmember Angie Lewis, seconded by Councilmember Peggy Gordon moved to Adopt the Resolution.

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

F. Resolution Amending Abatement Administrative Fee in Appendix D of City Code
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.

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

- G. Resolution Reaffirming the Ambulance Service Fee Schedule Effective July 1, 2020 and Reaffirming the City's Legal Authority to Collect Such Fees
Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- H. Resolution Awarding Contract to Heuer Construction in the Amount \$13,001 for the Demolition of a Structure and Removal of Cargo Containers Located at 1522 Grand Ave
Councilmember John Jindrich, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- I. Resolution Authorizing Special Assessments for Unpaid Abatement Service Fees to Private Properties
Councilmember DeWayne Hopkins, seconded by Councilmember Angie Lewis moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- J. Resolution Setting a Public Hearing on the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project
Councilmember Angie Lewis, seconded by Councilmember Dennis Froelich moved to Adopt the Resolution.
Vote: Ayes - 7, Nays - 0, Motion Passed.
- K. Request to Accept Lead Hazard Reduction and Healthy Homes Grant for \$2,956,932.31.
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Approve the Request.
Vote: Ayes - 7, Nays - 0, Motion Passed.
Councilmember Jindrich had Questions regarding the use of tax dollars to do what a land lord should be doing.
Community Development Director, Jodi Royal-Goodwin, stated that any owner or renter occupied home visited or occupied by a child 6 or under is eligible for this program. She states there is a cost share of 15% to the owner for the lead remediation of the home and the home has to be occupied by a low income family and remain a low income home for the next 5 years.
Councilmember Gordon had questions regarding the completion of the 65 targeted homes.
Ms. Royal-Goodwin stated this is a 4 year grant and should be started the first of the year.
- L. Resolution Amending the Non-Union Pay Plan to add two staff positions fully funded through the Lead Hazard Reduction and Healthy Homes Grant
Councilmember Angie Lewis, seconded by Councilmember Nadine Brockert moved to Adopt the Resolution.

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

Councilmember Froelich asked for clarification regarding the length of service that these staff members would provide that were addressed by City Administrator Webb. she stated they would be employed for the duration of the grant and then would be terminated of that position.

- M. Request to Approve Annual Urban Renewal Report for Fiscal Year 2022/2023
Councilmember Angie Lewis, seconded by Councilmember John Jindrich moved to Approve the Request.

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

- N. Request to sign the Preservation Easement agreement with the Iowa State Historic Preservation Office for the purpose of preserving the Japanese Garden at the Laura Musser McColm Historic District / Muscatine Art Center following the conditions of the Paul Bruhn Historic Preservation Program grant award for the Japanese Garden,

Councilmember DeWayne Hopkins, seconded by Councilmember Dennis Froelich moved to Approve the Request.

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

18. MAYOR AND COUNCIL REPORTS

Councilmembers gave updates on activities in the Muscatine area and wished all the residents of Muscatine a Happy Thanksgiving.

Councilmember Osborne asked staff to bring back to an in-depth meeting a discussion regarding limiting the number of pets a residence can have and if limited could snakes be allowed.

City Administrator Webb gave a shout out to the Finance Department for their hard work on the TIF Resolutions.

19. ADJOURNMENT

Councilmember None moved the meeting be adjourned at 7:03 PM.



City of Muscatine

ITEM NUMBER 2023-0573

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Approving the Plans, Specifications, Form of Contract, and Cost Estimate and Setting the Bid Opening for the Sunset Park Lighting Project (Public Hearing - B)

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution approving the Plans, Specifications, Cost Estimation and Form of Contract for the Sunset Park Lighting Project. A public hearing has been conducted and Council must adopt a resolution approving the proposed project. The estimated cost of construction is \$180,000 and the bid opening will be January 4, 2024, at 2:00 p.m. in City Hall.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution.

BACKGROUND/DISCUSSION

In March Council approved a contract with IMEG for engineering services to upgrade the site lighting at Sunset Park Apartments. Due to the age and manner of construction of the lights at Sunset Park, there have been repeated failures of sections of the site lighting. Repairs were routinely made only to have additional problems shortly thereafter, sometimes just days.

Due to the requirement for an independent cost estimate for capital projects, staff had been unable to proceed with the repairs and have been using temporary solar lights to meet minimum. This contract with IMEG was to complete the design and cost estimate for an upgraded system.

IMEG has completed the design and developed a cost estimate for the project. The new system will include underground wiring, concrete pads, poles and light heads with LED fixtures. The estimated cost is \$180,000. Prior to letting the bid for the project, Council must hold a public hearing and approve the plans, specifications, form of contract and cost estimate.

CITY FINANCIAL IMPACT

There will be no impact to the general fund. Contract expenses will be paid with MMHA Capital Program Funds.

ATTACHMENTS

1. Resolution Approve Sunset Park Lighting Plans-Specs (1)
2. 20231127 Sunset Park Lighting - Project Manual
3. 20231127 Sunset Park Lighting - Drawings

RESOLUTION NO. 2023-0573

**RESOLUTION APPROVING THE PLANS. SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
SUNSET PARK APARTMENTS LIGHTING PROJECT**

WHEREAS, the City Council, acting as the Board of Directors for the Muscatine Municipal Housing Agency (MMHA), has entered into a Professional Services Agreement with for design services related to the Sunset Park Lighting Project; and

WHEREAS, the Plans, Specifications, Contract Documents and Cost Estimations have now been completed; and

WHEREAS, a public hearing has been held providing the public an opportunity to comment on said plans, specifications, contract documents and cost estimations prior to obtaining bids on the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MUSCATINE, IOWA, acting as the Board of Directors for MMHA, that the plans, specifications, form of contract and cost estimate for the Sunset Park Apartments Lighting Project are approved.

PASSED, APPROVED, AND ADOPTED THIS 7th DAY OF December, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST

Carol Webb, City Administrator



PROJECT MANUAL

Sunset Park Site Lighting

IMEG Project No: 22008854.01

Muscatine, Iowa

PREPARED FOR:

City of Muscatine, Iowa

December 8, 2023

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DIVISION 26 - ELECTRICAL

REFER TO PROJECT DOCUMENTS

END OF SECTION

SECTION 00 01 07 - SEALS PAGE

	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) _____ (date)
	Printed or typed name _____
	License number _____
	My license renewal date is December 31, _____
Pages or sheets covered by this seal:	

END OF SECTION

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

DATE: December 8, 2023

PROJECT: Sunset Park Site Lighting Upgrades

LOCATION: 2806 Bloomington Lane
Muscatine, Iowa 52761

OWNER: City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

ARCHITECT: IMEG Consultants Corp.
623 26th Avenue
Rock Island, Illinois 61201
Phone: 309-788-0673
Fax: 309-786-5967

SCOPE: Bids shall be submitted for a single contract that will include the following:

Site lighting replacement work for the Sunset Park complex in Muscatine, Iowa, including new lighting poles, bases, and underground electrical work.

Commencement of the Work on the project shall be subject to the discretion of the City of Muscatine, Iowa.

TIME OF COMPLETION: The Bidder shall state on the Proposal Form the time in calendar days, from date of "Notice of Award" Bidder guarantees completion of the project.

DATE DUE: Sealed bids will be received by the City of Muscatine, Iowa, hereinafter known as the "Owner" for Sunset Park Site Lighting. Bids for "All Work" including General and Electrical will be received until 2:00 p.m. local time January 4, 2024 at Muscatine City Hall and will be publicly opened and read aloud at that time.

PRE-BID MEETING: A "Pre-Bid" Meeting will be scheduled on December 14, 2023 at 10:00 a.m. local time at Sunset Park in Muscatine, Iowa. Representatives of all bidding firms: General and Electrical Work are requested to attend and present any questions they may have.

RIGHTS RESERVED BY OWNER: The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner. Commencement of the Work will be at the Owner's discretion.

ACCESS TO
BIDDING
DOCUMENTS:

Bidding Documents are on file for reference at the following locations:

1. IMEG Consultants Corp., 623-26th Avenue, Rock Island, Illinois 61201.
(309) 788-0673
(309) 786-5967 - FAX
2. Refer to Section 009930 for additional locations.
3. Copies of the Bidding Documents may be obtained by Bidders and Subbidders from CityBlue Technologies, 4657 44th Street, Rock Island, Illinois 61201, (309) 277-3000.

Bidding Documents may be secured from the office of the Architect.

BID FORM:

Bids shall be submitted in duplicate on forms issued by the Architect.

BID SECURITY:

Bid security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

WAGE RULES:

Davis-Bacon Act applies to this project. Successful bidder will adhere to all federal laws applicable to the work hereunder, and having force of law.

WITHDRAWAL OF
BIDS:

No bid may be withdrawn for a period of thirty (30) days after the opening of bids without written consent of the Owner.

By order of the City of Muscatine.

END OF SECTION



AIA® Document A701® – 2018

Instructions to Bidders

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

Sunset Park Site Lighting
2806 Bloomington Lane
Muscatine, Iowa 52761

THE OWNER:

(Name, legal status, address, and other information)

City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

THE ARCHITECT:

(Name, legal status, address, and other information)

IMEG Corp.
623 26th Avenue
Rock Island, Illinois 61201

IMEG #22008854.01

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits:			
	<i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>			
	☐	AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>		
	☐	The Sustainability Plan:		
		Title	Date	Pages
	☐	Supplementary and other Conditions of the Contract:		
		Document	Title	Date Pages
.9	Other documents listed below:			
	<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL

The following supplements modify the Instructions to Bidders, AIA® Document A701™-2018. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders shall remain in effect.

ARTICLE 1: DEFINITIONS

Add the following subparagraph to Article 1:

1.10 Wherever the term "Architect" is used, or implied, it shall be changed to "Engineer."

ARTICLE 2: BIDDER'S REPRESENTATIONS

Add the following subparagraph to 2.1.4:

2.1.4.1 Submission of a bid will be construed as evidence that such an examination has been made, and later claims for labor, materials, or equipment required or for difficulties encountered, which could have been foreseen had such an examination been made, will NOT be acceptable.

ARTICLE 3: BIDDING DOCUMENTS

3.2 MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS

Add the following subparagraph to 3.2:

3.2.4 Pre-Bid Meeting: Bidders and Sub-bidders are requested to attend a pre-bid meeting, which will be scheduled to discuss each Bidder's responsibilities and the extent of work each Bidder must do as required by other Bidders.

3.3 SUBSTITUTIONS

Add the following subparagraphs to 3.3:

3.3.6 The Bidder represents that the bid is based upon the materials, equipment, and manufacturers described in the bidding documents.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

Add the following subparagraphs to 4.1:

4.1.9 Owner requests Stipulated Sum Base Bids for work contemplated and as described in the Project Manual and accompanying drawings.

4.1.11 SALES TAX

.1 Project is a tax exempt. The Owner will issue exemption certificates from the Iowa Department of Revenue as specified in the 701 Iowa Administrative Code, Chapter 19, Rule 19.12. These certificates shall be used by the successful bidder when purchasing materials for the completion of the project.

4.1.12 WAGE RULES

.1 The City of Muscatine has received a Community Development Block Grant that will be used for partial funding of the project. Pursuant to the requirements of that grant, Davis-Bacon wages are to be used on this project. Current wage rates are inserted in this project manual. It is the Contractor and/or Subcontractor's responsibility to verify that they are using the most current rates and fringes at the time of bid opening. Submission of a bid is surety by the contractors that the most current Davis-Bacon wage determinations have been calculated for all wages and fringes. If a contractor uses wages and fringes lower than the posted amounts, it will be the contractor's responsibility to compensate laborers up to the appropriate amounts without additional compensation by the Owner.

4.1.13 HUD SECTION 3 REQUIREMENTS

- 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 2, 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 implements 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 o 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.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Bidders shall submit the signed Intent to Comply with Section 3 Requirements at the time bids are due. Bidders who fail to submit this form may be disqualified from the project.

4.1.14 VERIFICATION OF ELIGIBILITY TO PARTICIPATE IN A FEDERALLY ASSISTED PROJECT

.1 Apparent lowest responsibility bidder shall submit the Verification of Eligibility to Participate in a Federally Assisted Project form within three (3) business days of the opening of bids.

4.1.15 COMPLETION TIME

.1 Work of the entire project shall be completed within thirty (30) days of receipt of light fixtures and poles.

4.2 BID SECURITY

Add the following subparagraph to 4.2.1:

4.2.1.1 Bids shall be accompanied by a Bid Security of at least 5% of the total amount of the base bid and all additive alternate bids. This may be in the form of a certified check, cashier's check, bank draft, or bid bond from a bonding company with a Best rating of "B" or better, payable to the Owner as a guarantee that the bidder will enter into a contract with the Owner and will furnish the proper performance and payment bond within the time limit established by the Owner. If the successful Bidder files the contract and performance and payment bond, upon the execution of the contract by the Owner, the Bid Security will be returned to all bidders. If he fails to file such contract and performance and payment bond, the amount of the Bid Security will be forfeited to the Owner as liquidated damages.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

A Performance Bond and a Labor and Material Payment Bond are not required.

ARTICLE 8: ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Remove Article 8 in its entirety.

END OF SECTION

SECTION 00 41 00 - BID FORMS

DATE: January 4, 2024

PROJECT: Sunset Park Site Lighting Upgrades

LOCATION: 2806 Bloomington Lane
Muscatine, Iowa 52761

OWNER: City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

ARCHITECT: IMEG Consultants Corp.
623 26th Avenue
Rock Island, Illinois 61201
Phone: 309-788-0673
Fax: 309-786-5967

BIDDER _____
Circle One (Corporation) (Partnership) (Individual)

ADDRESS _____
Street City State Zip Code Phone No.

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the Contract Documents including Advertisement for Bid, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, Drawings and Specifications, and Addenda issued thereto, as prepared by IMEG Consultants Corp., 623 26th Avenue, Rock Island, Illinois 61201, hereby agrees to furnish all labor, material, and equipment necessary to do the General and Electrical work required for construction of the Project as hereinafter stated.

ADDENDUM RECEIPT

The undersigned acknowledges the receipt of Addenda _____ to _____ inclusive.

BASE BID

The undersigned agrees to perform all the General and Electrical work required for the sum of:
_____ DOLLARS (\$ _____).

ALTERNATE BIDS (All Bidders must fill in all Alternate Bids as listed.)

ALTERNATE BID NO. #1: State the amount to be [added to] or [deducted from] the base bid for one additional site lighting fixture/pole, associated base, and underground work.

(Add) (Deduct) _____ DOLLARS (\$_____).

SUBSTITUTIONS

All bids shall be based on the items, materials, or manufacturers specified in the specifications and/or as shown on the drawings. Alternate material previously approved by an Addendum is considered part of the specifications and drawings.

Bidders desiring to make substitutions for items or materials specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids. All substitutions must have the same characteristics as items or materials specified. Substitutions so listed will not be a determining factor in the award of contracts.

NOTE: Manufacturer(s) names and materials not included in an Addendum must be listed below if said materials are to be considered. No exceptions.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTIONS	ADD	DEDUCT

NOTICE TO BIDDERS

The Subcontractor list shall be filled out completely and submitted within 24 hours after the bid opening. Bidder's failure to submit the completed list may result in disqualification of bid.

SUBCONTRACTOR LIST

COMPANY NAME

Electrical

Earthwork/Excavation

Concrete

If the undersigned is awarded the Contract for Construction, the above listed Subcontractors will be employed for this project.

BIDDERS

Wherever unit prices or other information is requested in the various sections of the specifications, Bidder shall furnish same in detail. If space is not available on this form for the information required, typewritten sheets with the necessary information shall be attached to the form.

BID SECURITY

(Bidder must indicate which of the following is enclosed)

CERTIFIED CHECK

CASHIER'S CHECK

BANK DRAFT

BID BOND

COMMENCEMENT AND COMPLETION OF CONTRACT

The undersigned agrees, if awarded a contract, to commence the work within thirty (30) calendar days of receipt of Notice to Proceed and to achieve Substantial Completion within thirty (30) additional calendar days after receipt of equipment to be installed. Any items noted on the Final Job Site Observation report shall be completed within fifteen (15) calendar days from the date of Substantial Completion. The undersigned further agrees to execute contract, furnish a satisfactory performance and labor and material payment bond and insurance coverage as specified in strict accordance with Contract Documents prepared by IMEG Consultants Corp., 623 26th Avenue, Rock Island, Illinois 61201.

BIDDER'S SIGNATURE

Date _____, 20____

Firm Name

Official Address:

Signature _____

Phone: _____

Fax: _____

Email: _____

Printed Name _____

Title _____

END OF SECTION

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

Must be returned with all submitted bids.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low-and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. A worker employed by a Section 3 business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. A YouthBuild participant

A Section 3 Business is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Businesses.

Please complete the following:

1. If awarded a contract for this HUD funded project, do you anticipate being able to determine employees' hourly wages and addresses?

☐ Yes

☐ No

If yes, please estimate the number of hours to be completed on the project by all workers: _____

2. Is your business a Section 3 Business?

☐ Yes

☐ No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this HUD funded project?

☐ Yes

☐ No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

☐ Yes

☐ No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

☐ Yes

☐ No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agreement to provide reports to the City of Muscatine on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

MEMORANDUM

TO: Contractor
FROM: Jodi Royal-Goodwin, Community Development Director

Subject: **Verification of Eligibility to Participate in a Federally Assisted Project**

Project Name: Sunset Park Site Lighting Upgrades

Due to federal funding that is assisting the herein named project, it is required that contractors, consultants, and/or vendors (as applicable) be verified as eligible to perform work or provide product. More specifically, that they have not been placed on the “debarred” list maintained by the U.S. Department of Labor.

As such, contractors, consultants, and/or vendors must be verified as eligible prior to award of a funding agreement. In the case of contractors to perform construction or architect/engineer to perform professional service prior to entering into contract with city or county. In the case of construction sub-contractor, prior to performing work with the general contractor.

General contractors are to submit the attached form with their construction bid.
Others are otherwise to submit when appropriate to person named below.

Note: All construction contractors (general & subs) must be registered on SAM.gov. and have an active, registered Unique Entity Identifier (UEI).

If not submitted with construction bid, the attached form must be returned directly to:

Jodi Royal-Goodwin, Community Development Director
Muscatine Municipal Housing Authority
215 Sycamore St
Muscatine, IA 52761
Jroyal-goodwin@muscatineiowa.gov

Project Name: _____

Check, as Applicable: ☐ General Contractor ☐ Sub-contractor ☐ Consultant ☐ Vendor

If Sub-contractor or Consultant, Type of Work: _____

Contract or Product Value: \$ _____

Business Name: _____

Business Officer's Name: _____

Business Address: _____

Business Tax ID Number: _____

Federal Unique Entity Identifier (UEI): _____

State of Iowa Contractor Registration Number: _____

Note: Insert Not Applicable if Consultant or Vendor

Minority Business Enterprise: ☐ Yes ☐ No

If yes, (i.e., not White), check appropriate line:

☐ Black/African American

☐ Asian

☐ American Indian/Alaskan Native

☐ Native Hawaiian/Other Pacific Islander

☐ White & American Indian/Alaskan Native

☐ White & Asian

☐ White & Black

☐ American Indian/Alaskan Native & Black

☐ Other Multi-Racial

Women's Business Enterprise: ☐ Yes ☐ No

Hispanic Business: ☐ Yes ☐ No

If not submitted with bid, complete and return to:

Jodi Royal-Goodwin, Community Development Director
Muscatine Municipal Housing Authority
215 Sycamore St
Muscatine, IA 52761
Jroyal-goodwin@muscatineiowa.gov



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Sunset Park Site Lighting
2806 Bloomington Lane
Muscatine, Iowa 52761

THE OWNER:

(Name, legal status and address)

City of Muscatine, Iowa
215 Sycamore Street
Muscatine, Iowa 52761

THE ARCHITECT:

(Name, legal status and address)

IMEG Corp.
623 26th Avenue
Rock Island, Illinois 61201

IMEG #22008854.01

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

GENERAL

The following supplements modify the General Conditions of the Contract for Construction, AIA® Document A201™–2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 The Work – Add the following: “Where sections contain a ‘Work Includes’ or ‘Section Includes’ list, it merely serves as a table of contents for items described in the section and is not intended to limit or restrict volume or type of work required by the section of specifications.”

Add the following subparagraphs to 1.1:

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1.1 Wherever the term "Architect" is used, or implied, it shall be changed to Engineer.

1.1.9.2 Where the word "building", "project", or “work” occurs, herein or in the specifications, it shall be construed as applying to all buildings. In all cases where device, material, units, or part of equipment is referred to as singular in number, it is intended that such reference shall apply to as many such devices as are required to complete project and/or work on the project.

1.1.9.3 The term "General Work" shall mean the work, other than Electrical Work, specified in any or all Sections of Divisions 1 through 26.

1.1.9.4 The term "Electrical Work" shall mean the Electrical work specified in Division 26 and other applicable Divisions.

1.1.9.5 Where used in the specifications, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.

1.1.9.5.1 Any item listed as furnished shall also be installed, unless otherwise noted.

1.1.9.5.2 Any item listed as installed shall also be furnished, unless otherwise noted.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraph to 1.2.3:

1.2.3.1 Where materials or devices are specified in these documents by reference to government, manufacturer's association or professional society standards, the pertinent sections of the latest edition of

such standards, unless otherwise specified, shall have the same force and effect as if set forth in full in these specifications. The following abbreviations shall be used as indicated for the principal societies:

ACI	American Concrete Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWS	American Welding Society
FS	Federal Specifications
IBR	Institute of Boiler and Radiator Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
UL	Underwriter's Laboratories
AMCA	Air Movement and Control Association

ARTICLE 2: OWNER

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Add the following sentence: "The Owner's actions pursuant to this subparagraph shall not operate as a release of any obligation of a Surety upon its Performance and Labor and Material Payment Bonds."

ARTICLE 3: CONTRACTOR

3.4 LABOR AND MATERIALS

Add the following subparagraph to 3.4.1:

3.4.1.1 Contractor agrees to comply with the provisions of the Davis-Bacon Act regarding wages paid by it and by subcontractors used by it under this Project. The rate of wages is available on the Department's official website.

Add the following subparagraphs to 3.4:

3.4.4 In order that ready availability of materials, parts, or components for repair, replacement or expansion may be assured, all such materials, parts and components shall be obtained where feasible from sources which maintain a regular domestic stock.

3.4.5 Materials: Substitution, Acceptance. Materials are specified in the following ways:

3.4.5.1 Whenever a material, article, or piece of equipment is identified in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is to establish a standard of quality required and not to, in any way, eliminate competition. Any material, article, or equipment of other manufacturers or vendors which will perform adequately the service and duties

imposed by the general design and is of a quality equal to or better than the material, article, or equipment identified in the specifications will be considered equally acceptable provided that the material, article, or equipment so proposed, is submitted for approval in writing, and is, as a result of the review by the Architect, of equal substance and function. The Architect's decision, after review, shall be final.

3.4.5.2 The Bidder may submit to the Architect, not less than ten (10) days prior to the date bids are to be received, complete engineering data on any material, article, or equipment, which is proposed as a substitute for the material, article, or equipment specified, with a request for its approval. The Architect will review the proposed substitution, and will determine if the material, article, or equipment is of equal substance and function to that identified in the specifications. The Architect will issue an approval in writing to all Bidders not less than seven (7) calendar days prior to the date bids are to be received. Failure to receive such written approval shall be construed as rejection of the material, article, or equipment as not having equal substance and function to that specified.

3.4.5.3 The Bidder may, as part of the proposal, offer substitution material, article, or equipment to that indicated in the specifications, stating the difference in cost for each substitution. Complete descriptive and engineering data shall be submitted with the proposal. Failure to submit complete descriptive and engineering data with the proposal shall result in its not being given consideration. Written approval will be given if the substitution material, article, or equipment is acceptable. No substitution of material, article, or equipment shall be made without written approval.

3.4.5.4 When offering substitution material, article, or equipment, the Bidder states that all dimensions, space allocations, and other construction difficulties have been verified, and certifies that the items offered will perform as those specified.

3.4.5.5 Any request for, or proposal for the use of substitution materials, articles, or equipment shall include all coordination, modification, or additional work required as a result of the substitution. The Bidder further assumes all costs that may be incurred as a result of using the offered materials, articles or equipment necessitating extra expenses on the Bidder's part, or on the part of other Bidders whose work is affected.

3.4.5.6 The Bidder shall, unless written approval has been granted for substitution of material, article, or equipment, furnish and install the materials, articles, or equipment specified.

3.4.5.7 After award of the Contract, substitutions will be considered only under one or more of the following conditions:

- .1 Required for compliance with subsequent interpretation of code requirements or insurance regulations.
- .2 Unavailability of specified products, through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 When it is clearly seen, in the judgment of the Architect that a substitution would be substantially to the Owner's best interests, in terms of cost, time or other considerations.

3.5 WARRANTY

Add the following subparagraph to 3.5:

3.5.1 If all, or a portion of the operating systems are used beneficially by any party other than the Contractor, with prior written authorization of the Owner, the warranty period shall commence on the

date when such systems or portion thereof are placed in operation. The beneficial user, if other than the Owner, shall restore such systems, or portion thereof, to their original condition without cost to the Owner and before acceptance by the Owner.

3.6 TAXES

Add the following subparagraphs to 3.6:

3.6.1 The Contractor shall also pay Unemployment and Social Security taxes or other taxes imposed by Local, City, State, or Federal Government. If the tax laws are subsequently amended by legislation during the life of the Contract, the Contractor shall pay the net change caused by such amendment.

3.6.2 Tax Exemption: Refer to SALES TAX in Supplementary Instructions to Bidders.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Revise subparagraph 3.7.5 to read as follows:

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following subparagraphs to 3.10.1:

3.10.1.1 The Contractor shall issue a copy of the schedule to all other Subcontractors, who, in turn, shall promptly prepare construction schedules for their work. The General Contractor shall then make a combined horizontal bar chart of work for all Contracts that shall be used throughout sequence of construction to keep this project on schedule.

3.10.1.2 The horizontal bar chart for the work shall be posted in the project construction office and shall be brought up to date monthly by the General Contractor. Updated bar charts shall include schedule changes for the work of all Subcontractors involved. Copies of updated bar charts shall be sent to the Owner and the Architect monthly.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

Add the following subparagraphs to 6.2.2:

6.2.2.1 Each Contractor shall perform work in proper sequence in relation to that of other Contractors. Mechanical Contractors shall fit their piping and ductwork into structure as job conditions may demand.

6.2.2.2 The Contractor and each Subcontractor shall obtain complete data at site and inspect surfaces that are to receive the work before proceeding; shall be solely responsible for accuracy of measurements and laying out of work; shall correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.

6.2.2.3 Each Contractor shall give due notice and proper information to other Contractors of any special provisions necessary for the placing and setting of work coming in contact with work of other Contractors. Failing to do so in proper time, Contractor shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.

6.2.2.4 Each Contractor shall cooperate in every way possible to allow for installation of equipment that is to be provided by Owner or equipment contractors during the course of construction.

ARTICLE 7: CHANGES IN THE WORK

7.1 GENERAL

Add the following subparagraph to 7.1:

7.1.4 Contractors overhead and profit is limited to 15%. Subcontractors' markup is limited to 5%.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES - Add the following sentence: "Bond charges and allowances shall appear separately in schedule. Contractor's itemized labor and material breakdown shall be submitted to the Architect on AIA Document G703 Continuation Sheet."

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add the following sentence: "Payment request shall utilize AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet and shall be submitted in triplicate."

Add the following subparagraph to 9.3.1:

9.3.1.3 Until final payment, the Owner shall withhold five percent (5%) of the amount due the Contractor on Account of progress payments unless percentage is reduced by Architect.

Add the following subparagraph to 9.3:

9.3.4 Beginning with the second payment request, the General Contractor shall submit three (3) notarized copies of the Contractor's partial waiver of lien for the full amount of the previous payment request and the partial waivers of Subcontractors and Material Suppliers who were included in the immediate preceding payment request to the extent of that payment (i.e., the Contractor must submit partial waivers on a current basis. Subcontractors and Material Suppliers may not be more than one payment behind with their partial waivers). Application for final payment shall be accompanied by final waivers of lien from the Contractor, Subcontractor, and Material Suppliers who have not previously furnished such final waivers.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following subparagraphs to 9.10:

9.10.6 Upon determination by the Architect, and acceptance by the Owner, the final payment, including retained percentages, will be recommended for payment no earlier than 45 days after final acceptance of work.

9.10.7 The Owner shall reserve the right to reimburse the Architect for costs extending from additional work required by the Architect due to lack of performance and/or coordination by the Contractor under specific conditions, including:

- .1 Review of submittals more than twice due to incomplete or missing information.
- .2 Additional Final Site Observations (above one for confirm substantial completion and one to confirm final completion) required if Architect finds the project incomplete after certification and request by the Contractor.
- .3 Additional time and expenses required if the Contractor does not complete the project and all closeout procedures within 30 days of the specified final completion date as may be amended by change orders during the course of the project.

These additional costs shall be deducted from the Contractor's final payment for the project.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following subparagraphs to 10.2.8:

10.2.8.1 Whenever an employee, agent, or other representative of Contractor, or any employee, agent, or other representative of a Subcontractor, whose activities on or about the site, shall cause or be a substantial factor in causing, any damage (including but not limited to breaking, burning, overheating, freezing, exposing, disconnecting, misconnecting, and depriving of support) to the work, materials, or property of a third party (including but not limited to the Owner, other Contractors, Subcontractors material suppliers, delivery persons, frequenters, security holders, adjacent land owners, bodies politic, utilities, or members of the public), such Contractor or Subcontractor shall promptly proceed to remedy and correct such damage and to pay all costs, expenses, and damages involved. To the extent that such Contractor or Subcontractor shall fail to do so, they shall be accountable, under contract with the Owner, for all damages to the Owner directly or consequentially arising therefrom whether liquidated or not, and whether certain or contingent, including but not limited to costs of renovation, repair, replacement, or relocation, vicarious liabilities, losses by delays, charges for architectural or other services, and extra costs, charges, work, or materials of every description. Upon determination by the Architect of the identity of the responsible party, and of the extent of such damage so caused, Owner shall be entitled for its security, to withhold or deduct from payments otherwise due such Contractor any sum reasonably estimated to be required to secure Owner's right to such account, until Owner shall otherwise be fully indemnified and made whole. Such liability to account shall be deemed contractual, and shall arise regardless of whether or not circumstances of conventional tort are present or proven, and shall bind the sureties and indemnitors of such Contractor or Subcontractor, but the Owner shall not be deemed to have waived, released, settled, or otherwise impaired its right to full account by reason of any payment, withholding, deduction, failure to withhold or deduct, or other form of claim or failure to claim; and in no event shall exercise or non-exercise of the Owner's right to be deemed or implied to impose on the Owner

any liability toward any other person; or to affect, except as expressly provided, the rights or liabilities of any of the parties arising independently of this provision.

10.2.8.2 Whenever the Contractor or Subcontractors whose activities cause any such damage cannot, in the opinion of the Architect, be specifically ascertained, or whenever a Contractor's or Subcontractor's proportionate responsibility to account therefore according to the foregoing provisions cannot, in the opinion of the Architect, be finally determined, the party to whose work sections the damage pertains, shall proceed promptly to remedy and correct such damage, as extra work, and the reasonable charges for so doing, together with the amounts of any further damages which may so arise, shall be determined by the Architect to the Owner, with authorization to charge the aggregate sum to the respective accounts of all Contractors who, directly or through Subcontractors, material suppliers, or delivery persons who were engaged in any activity at the site of damage when it arose in proportion to the gross amounts of their respective contracts. Such allocated accountability shall continue, as security to the Owner, until a different accountability is ascertained, in the opinion of the Architect or until Owner is otherwise fully indemnified and made whole.

10.3 HAZARDOUS MATERIALS

Add the following subparagraph to 10.3:

10.3.7 Owner and Contractor shall indemnify and hold harmless the Architect and its consultants from claims, costs, damages, or liability, including attorney fees, associated with the creation, storage, release, transport, or disposal of hazardous or toxic material or pollutant.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add new clause 11.1.1.1 "Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. The Contractor shall purchase and maintain such insurance as will protect the contractor from claims 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 or by any subcontractor or by anyone

directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under Workers' Compensation, disability benefit, and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employee;
 - c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than the Contractor's employee.
2. The insurance to be maintained by Contractor shall be written as follows:
- a. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law minimum limits shown below covering Employers Liability:

Bodily Injury by accident \$500,000 each accident
Bodily Injury by disease \$500,000 each accident
Bodily Injury by disease \$500,000 policy limit

- b. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

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	
(for any one fire)	\$50,000
Medical Damage Limit	
(any one person)	\$5,000

- c. This insurance must include the following features:
 - 1) Coverage for all premises and operations. The policy shall be endorsed to provide the Aggregate Per Project Endorsement.
 - 2) Personal and Advertising Injury.
 - 3) Operations by independent contractors.
 - 4) Contractual Liability coverage.
 - 5) Coverage for property damage underground or damaged by explosion or collapse (XCU).
- d. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
- e. Umbrella/Excess Insurance: At Contractor's option, the limits specified in may be satisfied with combination of primary and Umbrella/Excess Insurance.
- f. Additional Insured - The Contractor will include the Owner and the Architect as additional insured all policies except Workers' Compensation as respects all work performed for the jurisdiction. The Architect is IMEG Consultants Corp., 623 26th Avenue, Rock Island, IL 61201.
- g. Insurance Certificates - Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to owner. These insurance policies shall not be canceled without at least 10 days prior

written notice to owner. A properly executed Certificate of Insurance showing evidence of these insurance Requirements shall be delivered to owner prior to the Commencement of Operations. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25-S.

- h. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time. The company and the insured further agree and state that 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. Subrogation: To the extent that such insurance is in force and collectible and to the extent permitted by law, owner and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to contractor's equipment, tools, and other personal property as well as automobiles.

11.3 PROPERTY INSURANCE

Concerning the insurance described in Subparagraph 11.3 of AIA Document A201, 2007 edition:

- A. No modification is required; the Owner will purchase (including coverage for all materials and equipment to be incorporated or used in the Project when stored off the site or when in transit).

Add the following subparagraph to 11.3.1:

11.3.1.6 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Paragraph 11.3.7.

11.4 BONDS

Add the following subparagraph to 11.4.1:

- 11.4.1.1 A Performance Bond and a Labor and Material Payment Bond are not required.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following subparagraph to 12.2:

12.2.6 All structures are subject to wear and tear and environmental and manmade exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. Architect shall have no responsibility for such issues or resulting damages.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Revise subparagraph 13.1 to read as follows:

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

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

16.1.1 The Contractor and all Subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ARTICLE 17.0: HARASSMENT

17.1 Each Contractor and Contractor's subcontractor shall have in place a written harassment policy in full compliance with federal and state laws. Harassment is defined as either verbal or physical conduct that the receiving party finds offensive. This includes, but is not limited to, actions that single out race, creed, color, national or ethnic origin, veteran status, age, sex, religion, or mental or physical disability.

17.2 This policy, as a minimum, shall include the following:

- .1 The illegality of harassment.
- .2 The definition of harassment under state and federal laws.
- .3 A description of harassment, utilizing examples.
- .4 An employer's internal complaint process, including penalty.
- .5 The legal recourse, investigative and complaint process available through the Department of Human Rights Commission.
- .6 Directions on how to contact the Department of Human Rights Commission.
- .7 Protection against retaliation.

ARTICLE 18.0: TOBACCO AND DRUG FREE ENVIRONMENT

18.1 The Contractor and the Subcontractors shall comply with the policy of the Owner that prohibits the use of tobacco products on all property.

18.2 The Contractor and the Subcontractors by submitting their bid, certify they will provide a drug free workplace that is in compliance with the requirements of the Drug Free Workplace Act.

END OF SECTION

"General Decision Number: IA20230005 07/07/2023

Superseded General Decision Number: IA20220005

State: Iowa

Construction Type: Residential

County: Muscatine County in Iowa.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

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 spent 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	01/06/2023
1	05/12/2023

* BRIA0003-003 05/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 27.11	16.10

* SUIA2008-002 09/05/2008

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.72 **	1.76
CEMENT MASON/CONCRETE FINISHER...	\$ 13.73 **	2.22
FORM WORKER.....	\$ 13.48 **	0.00
LABORER: Common or General.....	\$ 8.41 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.00 **	0.34
OPERATOR: Backhoe/Excavator.....	\$ 16.00 **	0.00
PLUMBER.....	\$ 14.04 **	1.54
TRUCK DRIVER.....	\$ 12.00 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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"

CLEARINGHOUSES FOR SOLICITATION OF MINORITY-OWNED AND FEMALE-OWNED BUSINESSES**Small Business Administration District Office**

210 Walnut Street, Room 749

Federal Building

Des Moines, IA 50309

Contact Person: Jayne Armstrong

515/284-4913

<http://www.sba.gov/offices/district/ia/des-moines>*dawnelle.conley@sba.gov***Siouxland Construction Alliance**

3900 Stadium Drive

Sioux City, IA 51106

712/255-9730

<http://www.siouxlandconstructionalliance.com>*office@scaplanroom.com***Illinois MBDA Business Center**

31 S Grove Ave

Elgin, IL 60120

630/526-1063

<https://www.mbda.gov/business-center-illinois-mbda-business-center>*dthomas@chicagobdacenter.com***National Association of Women in Construction (NAWIC)**

327 S. Adams Street

Fort Worth, TX 76104

Toll Free: 800-552-3506

Fax: 817-877-0324

Web: www.nawic.orgIowa Chapters

#80 - Greater Des Moines

<https://www.nawicdesmoines.org>*jills@hrtlnd.us*

#160 - Cedar Rapids/Iowa City

<https://www.nawiccric160.org/contact>*alippe@climate-engr.com***CONSTRUCTION UPDATE PLAN ROOMS****For more information, visit** <http://www.mbsonline.com>**Master Builders of Iowa/Construction Update****Plan Room**

221 Park Street

PO Box 695

Des Moines, IA 50306

Phone: 515-288-8904 or 1-800-362-2578

Fax: 515-288-8718 *mbiplanroom-dsm@mbi.build***Construction Update Plan Room, Fort Dodge**24 N. 9th Street, Suite A

Fort Dodge, IA 50501-4251

Phone: 515-955-5500

Fax: 515-955-3245 *info@greaterfortdodge.com***North Iowa Builders Exchange**

9 N. Federal

Mason City, IA 50401-3228

Phone: 641-423-5334

Fax: 641-423-5725

<https://buildingnorthiowa.com> *builders@masoncityia.com***Master Builders of Iowa - Omaha Builders****Exchange Office**4255 S. 94th St.

Omaha, NE 68127-1223

Phone: (402) 593-6908

Fax: (402) 593-6912 *omahaplanroom.com*

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (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 send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, 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.
- (e) 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.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved 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 29 CFR 5.5(a)(1)(iv); 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 regular 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 in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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 29 CFR 5.5(a)(1)(ii) 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.

- (2) (i) 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee 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 HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) 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.
- (4) 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.

- (b) Withholding of Funds. HUD or its designee 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

- (1) 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 in the construction or development of the project. 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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 29 CFR Part 3; and
- (C) 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
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, HUD or its designee may, after written notice to the Contractor, 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.

- (d) 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 (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 subcontractor's 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

- (e) 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 in 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 in 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 in 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 in 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.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause 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 (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

A. 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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) Additional Classifications.

- (A) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee 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 HUD or its designee. 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 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 <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee 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 HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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; and
- (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 subparagraph (a)(3)(ii)(b).
- (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 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, HUD or its designee 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 subcontractor's 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.

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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, fringe benefits 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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, 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 this paragraph.
- (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 U.S. 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 (or any of its subcontractors) and HUD or its designee, 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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~~(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.~~

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, 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 subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 contract, 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 subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph 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 subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work covers construction of a new site lighting system for the entire Sunset Park housing area.

1.2 CONTRACTS

- A. Project shall be constructed under a single contract that shall include the General and Electrical work.

1.3 WORK OF CONTRACTORS

- A. In addition to fulfilling Contract Requirements, Contractor shall fulfill the requirements of all drawings, specifications, and the requirements of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, all of which are hereby made a part of each division and section of the project specifications.
- B. Contractor shall provide work and/or services as may be specified in all the respective specification sections and/or indicated on the drawings for all divisions of work. Contractor shall review specification sections and drawings for all divisions of work to determine extent of work and/or services each section requires for other divisions as well as its own division of work.

1.4 CONTRACTOR'S USE OF SITE

- A. Access: Contractor will have full access to the project site during available working hours. Access to the administration building shall be during regular business hours, or as coordinated with the city staff in advance.
- B. Time restrictions for performing work: All work shall be performed within the allowable noise ordinance times per the City of Muscatine. Additional restrictions for noisy work may be imposed on a case by case basis given the work is directly adjacent to residential buildings.
- C. Utility outage and shutdown: All utility outages and shutdowns at site to be coordinated with the Owner at least 48 hours in advance.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 23 00 - ALTERNATES/ALTERNATIVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for alternates.
- B. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the product, material, equipment, systems, or installation methods described in the Contract Documents.
- C. Coordination: Coordinate related work and modify or adjust adjacent work as necessary to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule: A "Schedule of Alternates" is included under Part 3 of this Section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each Alternate.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not mentioned as part of the alternate.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate Bid No. 1: Provide new site lighting fixture for playground area as indicated on the project documents.

END OF SECTION

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Preconstruction conference.
 - 2. Coordination meetings.
 - 3. Progress meetings.
 - 4. Construction schedule.

1.3 PRECONSTRUCTION CONFERENCE

- A. Architect will schedule a preconstruction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement between Owner and Contractor and prior to commencement of construction activities. Architect will conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect, Contractor and superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress, including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.
 - 6. Distribution of Contract Documents.
 - 7. Submittal of shop drawings, product data, and samples.
 - 8. Preparation of record documents.
 - 9. Use of the premises.
 - 10. Office, work and storage areas.
 - 11. Equipment deliveries and priorities.
 - 12. Housekeeping.
- D. Architect will record and issue preconstruction conference meeting minutes.

1.4 COORDINATION MEETINGS

- A. Contractor shall conduct project coordination meetings on an as-needed basis convenient for all parties involved. Project coordination meetings are in addition to

specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

- B. Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

1.5 CONSTRUCTION PROGRESS MEETINGS

- A. Contractor shall conduct construction progress meetings at the project site at intervals convenient for all parties involved. The meetings for the duration of the project will be regularly scheduled at the pre-construction conference.
- B. Attendees: In addition to representatives of the Owner and Architect, each Subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time, ahead of, or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
- D. Review the present and future needs of each entity present, including such items as:
 - 1. Interface requirements
 - 2. Time
 - 3. Sequences
 - 4. Deliveries
 - 5. Off-site fabrication problems
 - 6. Access
 - 7. Site utilization
 - 8. Temporary facilities and services
 - 9. Hours of work
 - 10. Hazards and risks
 - 11. Housekeeping
 - 12. Quality and work standards
 - 13. Change orders
 - 14. Documentation of information for payment requests
- E. Contractor shall record and issue meeting minutes for all construction progress meetings to all attendees and parties involved.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 50 00 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 JOB CONDITIONS AND WORK SEQUENCE

- A. Contractor(s), Subcontractor(s), and Material Supplier(s) shall inform themselves as to conditions relating to the execution of work. Neglect of this requirement will not be accepted as cause for additional compensation and/or additional time for completion.
- B. Existing building will remain in operation during construction. Contractor shall schedule work in consultation with the Owner so there will be no interruption of existing building operations.

1.2 SITE EXAMINATION

- A. The Contractor shall take all measurements related to the existing building as required for the new work and to locate existing utilities. Contractor shall contact the City, Owner, and all utilities to carefully review all records of exposed, concealed, and buried points of connections, as to location, size, type, depth, operating characteristics, etc., including but not limited to, electrical service, telephone service, and water, gas, and sewer lines.

1.3 GRADES, LINES, AND LEVELS

- A. The Contractor shall lay out the building and establish all lines and levels for the work as required by drawings and specifications. The Contractor shall maintain proper base lines, levels, and benchmarks outside or inside the building, where necessary, for the use by all trades.
- B. Each trade shall lay out and establish at the job all other lines and levels necessary for own work.
- C. The Contractor is responsible for coordination of work by all trades to ensure that potential conflicts are eliminated prior to installation beginning.

1.4 SUBMITTAL PROCEDURES FOR SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop Drawings:
 - 1. Each Contractor shall prepare and submit shop drawings, where requested, to the Architect for review. All shop drawings shall bear verification of Contractor's review and approval prior to submittal. No work shall be fabricated by the Contractor except at Contractor's own risk, until shop drawings have been reviewed in accordance with review procedure.
 - 2. Unless otherwise specified in the respective specification sections of Division 1 through 31, the Contractor shall submit one (1) reproducible transparency and three (3) opaque prints of all fabricated work and line type shop drawings to the Architect for review. The reviewed reproducible transparency will be returned to the Contractor for reproduction and distribution purposes. For products covered by catalog cuts or brochures, unless otherwise specified, the Contractor shall submit a minimum of eight (8) copies of each item for review.

3. Corrections or changes indicated on shop drawings shall not be considered as extra work orders. Final drawings will be considered reviewed only if they bear the stamp and signature of Architect.
4. Contractor shall be responsible for final distribution of reviewed shop drawings to the various Subcontractors or Trades.

B. Samples:

1. The Contractor shall furnish for review, with reasonable promptness, all samples as directed by the Architect. The Architect will review such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The work shall be in accordance with reviewed samples approved for design concept conformance.
2. The Contractor shall submit transmittal letter requesting sample review and prepay transportation charges to Architect's office on samples forwarded.
3. The Contractor shall order no material until receipt of written approval of shop drawing submitted.

1.5 SITE LIMITS AND MATERIALS STORAGE

- A. Space Limitations: No areas outside construction limits may be used for any purpose by Contractor(s) or Subcontractor(s).
- B. Contractor(s) or Subcontractor(s) shall not store their materials or equipment on the structure or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- C. Contractor(s) and Subcontractors(s) shall confine equipment, storage of materials, parking, and operations of their workers to limits indicated or by direction of Architect. Storage space will be confined to area of site.
- D. Store, place, and handle material and equipment delivered to job site to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly; barricade to protect public from injury. Protect materials as required to prevent damage thereto from weather or the ground. Should it be necessary at any time to move materials, sheds, or storage platforms, Contractor shall move same, as and when required, at Contractor's expense.
- E. Owner assumes no responsibility for materials stored in buildings or on site. Contractor assumes full responsibility for damage due to storage of materials.
- F. Repairing of areas used for parking, placing of sheds, offices, and storage of materials shall be done by Contractor at Contractor's expense.
- G. Contractor's personnel shall not use the existing building for any purpose except as required to perform the work of this Contract unless otherwise specified.

1.6 CLEANING

- A. General Cleaning: The Contractor and each Subcontractor shall remove rubbish and debris from the building site promptly as it accumulates but, in any case, not less

frequently than each Friday afternoon. The Contractor shall perform an overall cleanup of the entire site including a broom cleaning of all appropriate surfaces as required but, in any case, not less frequently than each Friday afternoon.

- B. No burning of rubbish or debris will be allowed at site, nor shall rubbish at any time be thrown from structure. No debris shall be buried at the site. Do not dispose of wastes into streams or waterways.
- C. All dumpsters used on the project site shall have lids or canvas covers securely fastened to prevent debris from blowing about site.
- D. Keep streets and public roadways clean of dirt and mud tracked onto such surfaces by vehicles or equipment used or parked on construction site.

1.7 PROTECTION

A. The Contractor shall:

- 1. Provide, and maintain fences, planking, guard lights, barricades, warning signs, and guards as necessary for protection of material storage, curbs, sidewalks, streets, drives, and adjoining property, public, and new building. Use caution at all times to protect persons against injury resulting from job operations, movement of materials, and standing equipment.
- 2. Notify in writing, the Owners of corporate or private property that interferes with work and arrange with them for disposition of such property.
- 3. Provide and maintain proper shoring and bracing to prevent earth from caving or washing into excavation, and/or undermining present building. Provide temporary protection around openings through and at floors and roofs.
- 4. Provide and maintain proper shoring and bracing for existing underground utilities, sewer, etc., encountered during excavation work, to protect them from collapse or other type of damage until they are to be removed, incorporated into work of new building, or can be properly backfilled upon completion of new work.
- 5. Protect trees, shrubs, lawn, and landscape work from damage. Provide guards and covering. Provide and maintain plank covering over walks, drives, newly installed service facilities, etc., to prevent damage by trucking or otherwise. This shall include areas outside of grading and/or construction limits.
- 6. Provide protection against rain, snow, wind, ice, storms, or heat to maintain work, materials, apparatus and fixtures free from damage. At the end of a day's work, cover new work likely to be damaged. Remove snow and ice, as necessary for safety and proper execution of work.
- 7. Protect work from damage at all times from rain water, ground water, backing up of drains or sewers and other water. Provide pumps, equipment, and enclosures to provide this protection.

- B. Each Contractor and Subcontractor shall protect own materials, work, and equipment not normally covered by above protection; protect work of other trades, adjust damage when performing work; protect work outside of building lines such as trenches and excavations, as specified above; when performing work, maintain protection provided above.

Contractor causing damage to any work shall repair or replace damaged work at Contractor's expense.

- C. Work outside of property line shall be repaired in accordance with requirements of authority having jurisdiction.
- D. Provide temporary dust barriers as required to protect existing areas during work of the contract.

1.8 TEMPORARY OFFICES/TRAILERS, EQUIPMENT AND SHEDS

- A. Offices/Trailers: The Contractor shall provide and maintain temporary watertight office of suitable size for use by Contractor, Subcontractors, and Architect. Contractor's space shall be as required for general use and to provide space and furnishings for project meetings. Telephone service in this office, local and long distance, shall be paid for by the Contractor. Location of office/trailer shall be approved by the Owner.
- B. Equipment: The Contractor shall provide and maintain a plain paper copier, telephone, and fax machine in the office for use by the Architect for job related business. The operating cost of all electronic equipment shall be paid for by the Contractor.
- C. Sheds: The Contractor and each Subcontractor shall provide sheds for storing tools and materials. Storage sheds shall be watertight and storm proof, and shall have floors raised above ground. The Contractor and each Subcontractor will be held responsible for water or storm damage to stored tools or materials.

1.9 ENCLOSURES

- A. Definitions of Enclosures:
 - 1. Temporary: Sufficient preliminary enclosures of an area or structure, or of an entire building, to prevent entrance or infiltration of rain water, wind, and other elements, and which will prevent undue heat loss from within enclosed areas.
 - 2. Permanent: Stage of construction at which all moisture and weather protection elements of construction have been installed in accordance with the Contract, either for a portion of structure or for entire building.

1.10 CONSTRUCTION ELECTRICITY

- A. The Contractor shall make the necessary application, pay all fees and charges, including power consumed, take out all permits and provide and maintain construction electric power service from sources other than the Owner, for power and light for all electric machinery and lights required for carrying on the work of all trades. Power service requirements shall be coordinated with all Contractors and be of size, phase, and voltage required for construction purposes, but in no case shall be less than 400 amp, single phase, 120/240 volts, located at temporary office area with a separate meter. At the Owner's option, the Contractor may be permitted to pay all fees and charges including power consumed, take out all permits and provide and maintain construction electric power service by extending from the Owner's source and providing a separate meter.
- B. Existing power sources may be used for work in areas to be remodeled. The Contractor shall provide and maintain construction electricity as required for the Work by extending power feeder switches, etc., from the Owner's existing system. Owner will pay cost of

power used. Do not connect any equipment requiring more than 110 volts to Owner's system.

- C. During the construction period, the Contractor shall provide and pay for all wiring, switches, outlets, lamps, etc., required to provide construction electric service for light and power throughout the building and shall maintain these services as the work progresses, providing the necessary temporary feeders and extensions therefrom to provide sufficient construction lighting and power in all spaces as required for carrying on the work of all contracts.
- D. All temporary wiring shall be erected and maintained by the Contractor in accordance with rules of the Underwriters Laboratory and the local electrical utility company, and shall be arranged as not to interfere with the progress of the work throughout the building. Remove all temporary wiring, etc., upon conclusion of its use.
- E. Until permanent services are available, the Contractor shall provide construction electric services to all points not more than 50 feet from where the work is in progress. All extensions, controls, and equipment beyond the point of construction electric services shall be provided under the work of the respective contractors requiring such extensions. Subcontractors shall make their own arrangements with the Contractor for lighting their construction offices, sheds, or fabrication shanties.
- F. The Contractor shall provide wiring for single phase power for electric construction lighting and for normal equipment used by the various Subcontractors or trades.
- G. If a Subcontractor requires power different than initially agreed, Contractor shall arrange and pay for the necessary wiring and power needed.
- H. Heavy equipment such as welders, winches, air compressors, etc., shall be gasoline driven or energized from gasoline or diesel engine generators. This equipment shall be furnished and the fuel paid for by the party who requires this equipment.
- I. The Contractor shall maintain general lighting in all spaces not receiving sufficient daylight as required for safety. The Contractor shall furnish and maintain lamps required to properly light the work.
- J. Use of the permanent electrical system will be permitted for construction purposes as soon as use of construction services becomes impractical. However, any use of the permanent electrical system before the project is completed or accepted by the Owner, shall be subject to the approval of the Owner or Architect. If the permanent systems are permitted to be used prior to acceptance by the Owner, the Contractor shall remove all temporary work as rapidly as allowed by the installation of the permanent work. As the permanent electrical systems are put into service, the Contractor shall replace all burned out bulbs, tubes, and all other damaged elements, fixtures, receptacles, etc., and turn the entire system over to the Owner, whole and undamaged.

1.11 CONSTRUCTION TOILETS

- A. If required, the Contractor shall construct and maintain, in such manner and location as the Architect may approve, temporary toilet facilities for use by all personnel engaged in the work. Toilet facilities shall have approved plumbing fixtures and shall be serviced twice weekly; including emptying tanks, recharging with a germicidal and deodorizing solution, and scrubbing entire interior with a germicidal solution. Portable chemical units will be acceptable if they meet the above conditions. Permanent toilets shall not be used for temporary toilet facilities.

1.12 TEMPORARY STAIRS, LADDERS, RAMPS, AND RUNWAYS

- A. Contractor shall provide and maintain temporary stairs, fixed ladders, ramps, chutes, and runways as required for proper execution of work by all trades.

1.13 TEMPORARY ROADWAYS AND PARKING

- A. Contractor shall construct temporary access roads and parking area with limestone as required for the work of the project. Temporary roads and parking areas shall be located only where finished roads and parking areas are to be constructed and shall be maintained until building is complete or finish surfaces are installed.
- B. The Contractor shall construct parking area and access roads from the streets to the building with limestone. After completion of the building, Contractor shall scrape clean and level, leaving site ready for the finish grading, walks, drives, etc., as called for. The temporary roadway shall remain until all phases of construction have been completed.
- C. Construction personnel may park vehicles on site (within the limits of construction area) as directed by Owner.

1.14 MANUFACTURER'S DIRECTIONS

- A. The Contractor shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, and equipment as directed by manufacturer unless specified to contrary.

1.15 CUTTING AND PATCHING

- A. Cutting and patching requirements specified herein, apply to all sections and divisions of the specifications, and all drawings covering demolition, remodeling, and new construction work to be performed by the Contractor and Mechanical and Electrical Subcontractors.
- B. All on site welding shall conform to the requirements and techniques of FM Global Engineering Division.
- C. Portions of the existing structure where existing work is to be demolished or removed, and where new work is to be done, connections made, materials handled, or equipment moved and relocated, shall be temporarily protected. Temporary protection shall be such that the interior of existing structure will at all times be protected from dust and weather inclemency and interior heat and/or air conditioning conserved. Temporary openings in exterior walls shall be protected by temporary weatherproof closures. Contractor will be held responsible for any damage to the existing structure or contents due to the insufficiency of such protection.
- D. Cutting and Patching Requirements:
 - 1. Where new work connects with present building and where remodeling of existing work occurs, the Contractor shall do all cutting, notching, keying, removal and trimming of existing construction required to make connections between the new and the old work and shall do all patching, repairing or refinishing of cut and immediately adjacent surfaces to provide a finish in conformance with industry standards and appropriate to finish materials intended to be used.

2. Holes through existing floors, walls, and roofs for Mechanical and Electrical work shall be cut, patched, sealed, fire proofed, and flashed by the trade requiring the opening.
 3. Before breaking of surfaces, cut primary saw-cut 1" to 1-1/2" deep around areas where portions of work will be removed. Lines shall be straight.
 4. Materials and workmanship employed in patching, repairing, or refinishing existing surfaces and/or involving new construction shall conform to that of original work, unless otherwise shown or specified.
 5. Clean existing surfaces remaining exposed as a result of demolition work and/or new construction. Clean entire wall faces, floor surfaces, column faces, etc., using sandblasting, wire brushing, or carborundum wheel. Where dovetail or other insert slots are exposed, they shall be filled with grout.
- E. Keep property adjacent to buildings clean and free from accumulation of rubbish. Remove excess debris resulting from demolition operations, as it accumulates.
- F. Walls, floors, etc., required to carry the excess weight of stored materials and equipment during demolition, removal and remodeling work, or which will be subjected to undue pressure from waste material, shall be shored or braced to withstand these excess loads.

1.16 CODE REQUIREMENTS

- A. The Contractor shall conform to all requirements of local, state, and national codes, laws, ordinances, and utility company requirements and other regulations having jurisdiction over this installation.
- B. If there is a discrepancy between the codes and regulations having jurisdiction over this installation and these specifications, the codes and regulations shall determine the method of the Work.
- C. If the Contractor notes, at the time of bidding, any parts of the drawings and specifications that are not in accord with the applicable codes or regulations, Contractor shall inform the Architect in writing, requesting a clarification. If there is insufficient time to allow this procedure, Contractor shall submit, with proposal, a separate price required to make the system shown on the drawings comply with the codes and regulations.
- D. All changes to the system made after the letting of the contract in order to comply with the applicable codes or requirements of the Inspector, shall be made by Contractor without cost to the Owner.

1.17 PROGRESS SCHEDULE

- A. Immediately after being awarded the contract, the Contractor shall prepare an estimated Progress Schedule and submit same for the Architect's approval. It shall indicate the dates for the starting and completion of the various stages of construction.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 75 00 - STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 STARTING SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems suppliers.
- B. Notify Architect, Owner, and Equipment/Systems Representative, seven (7) days prior to startup of each item or system.
- C. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify wiring and support components for equipment are complete and tested.
- E. Execute startup under supervision of applicable manufacturer's representative in accordance with manufacturer's instructions.
- F. When specified in Division 26, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.2 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Contractor and System Representative to demonstrate project equipment operations and provide instructions by a qualified manufacturer's representative who is knowledgeable about the product and/or system. Instructions to be of adequate length for Owner to understand and be able to operate and maintain the product and/or systems.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season shall be given at the start of the season.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time with Owner.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Specify the amount of time required for instruction on each item of equipment and system that is specified in Division 26.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 77 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review, normally referred to as "final punch list."
- B. Provide submittals to Architect that are called for in other specification sections.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and remaining sum due.

1.2 FINAL CLEANING

- A. The Contractor and each Subcontractor shall perform thorough cleaning, sweeping, washing, and polishing of the entire new structure and site. The Contractor and each Subcontractor shall remove from work and equipment, provided under their respective divisions of work, all foreign matter, spots, and soil so as to put all such work and equipment, including finishes, in a complete and finished condition to the satisfaction of the Architect.
 - 1. Cleaning shall include removal of foreign matter from all drains, exterior and interior.
 - 2. Clean debris from roofs, gutters, downspouts, and drainage systems.
 - 3. Clean and sweep all paved areas; rake clean all landscaped areas.
- B. Initial protection will be provided by Subcontractor providing work. Maintenance and any additional protection and repair work required shall be the responsibility of Contractor who shall have damaged work refinished where possible or replaced where required.
- C. Upon completion of the work, the Contractor and each Subcontractor shall remove and dispose of all equipment, unused materials, waste, and construction facilities provided for the Contractor's work.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain one set of drawings with changes marked on record documents on site; record actual revisions to the work and turn over the following to the Architect:
 - 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.
- 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 Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit documents to Architect with claim for final Application for Payment.

1.5 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Submit three properly indexed and bound copies, in 'D' Ring style notebooks, of the Operations and Maintenance Instructions to the Architect. Make all corrections or additions required.
- B. Operation and Maintenance Instructions shall include:
 - 1. Notebooks shall be heavy duty locking three ring binders and incorporate clear vinyl sheet sleeves on the front cover and spine for slip-in labeling. "Peel and stick" labels are **not** acceptable. Sheet lifters shall be supplied at the front of each notebook. Provide "Wilson-Jones" or equal, color black. Size notebooks a minimum of 1/2" thicker than material for future inserts. Label the spine and front cover of each notebook. If more than one notebook is required, label in consecutive order. For example; 1 of 2, 2 of 2. No other forms of binding will be acceptable.
 - 2. Prepare binder covers (front and spine) with printed title "Operation and Maintenance Instructions", title of project and subject matter of binder when multiple binders are required.
 - 3. Title page with project title, Architect, Contractor and Subcontractors, with addresses, telephone numbers, and contacts.
 - 4. Table of Contents describing all index tabs.
 - 5. Listing of all Subcontractors and major equipment suppliers with addresses, telephone numbers, and contacts.
 - 6. Index tabs dividing information by specification section, major equipment, or systems. All tab titling shall be clearly printed under reinforced plastic tabs.

7. Copies of warranties.
8. Copies of all final approved shop drawings and submittals.
9. Copies of all factory inspections and/or equipment start-up reports.

1.6 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide table of contents and assemble in three-ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 15 days after acceptance, listing date of acceptance as start of warranty period.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site; obtain receipt prior to final payment.

1.8 RECORD DRAWINGS

- A. At completion of work and prior to final payment, the Contractor and each Subcontractor shall provide the Architect with a complete, accurate, clean, and legible set of record drawings that indicate exact location of all material items recorded on a day to day basis during the construction period.

1.9 GUARANTEES AND WARRANTIES

- A. The Contractor shall deliver all guarantees and warranties to the Owner prior to final completion.

1.10 REGULATORY AGENCY REQUIREMENTS

- A. The Contractor shall submit certification stating the electrical systems have been installed and all electrical work has been performed in accordance with NFPA 70-1993.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes administrative and procedural requirements for instructing the Owner's and operations and maintenance personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment. Contractor shall develop training sessions for systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Demonstration and training requirements are described in this section and in the technical sections of Division 26. The Contractor shall comply with the requirements for demonstration and training data described in all specification sections.

1.2 SUBMITTALS

- A. Instruction Program: No later than two (2) months following acceptance of equipment and system submittals, the responsible contractor shall submit written training plans to the Owner for review and approval.
- B. Documentation: After each training session, submit the following:
 - 1. Attendance Roster: Submit list of participants and length of instruction time.
 - 2. Evaluations: For each participant and for each training session, submit results and documentation of performance-based test and student evaluations of training.

1.3 COORDINATION

- A. Coordinate instruction schedule with Owner.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training sessions with content of approved operation and maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: Training shall be facilitated by a firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: Instructors shall be factory-authorized representatives experienced in operation and maintenance procedures and training.
- C. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. The following list of topics should be applied to each training plan for each equipment or system being presented. Not all will apply, but each major category should be addressed in the training plan with a brief description of how it pertains to the particular training sessions.
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance requirements.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Operations manuals.
 - b. Maintenance manuals.
 - c. Project Record Documents.
 - d. Identification systems.
 - e. Warranties and bonds.
 - f. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 4. Operations: Include the following:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures, including lockout/tagout requirements.
 - g. Instructions on stopping.
 - h. Normal shutdown and restart instructions.
 - i. Operating procedures for system, subsystem, or equipment failure.
 - j. Seasonal and weekend operating instructions.
 - k. Required sequences for electric or electronic systems.
 - l. Special operating instructions and procedures.

5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 7. Maintenance, Care and Cleaning: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of recommended cleaning agents and methods of cleaning and list of agents and cleaning methods detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive/predictive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.
- B. Training Shifts: Training shall be provided for one shift, unless otherwise noted. Training shall be accomplished during normal business hours.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training sessions. Assemble training sessions into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide instruction on actions necessary to prepare for and execute seasonal changeover.
 1. Schedule training through the Owner with at least 30 days' notice. This requirement for notice takes precedence over other advance notice requirements in the specification.

- B. Record of Training. Submit the attendance roster as part of the completed training plan upon successful completion of the training session.

END OF SECTION

City of Muscatine, Iowa

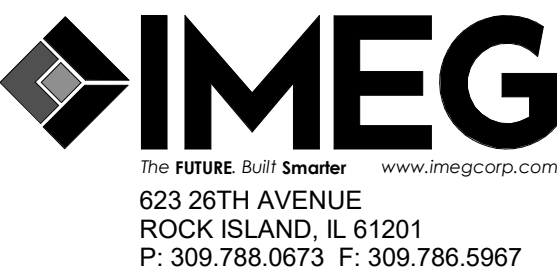
2806 Bloomington Lane
Muscatine, IA 52761

Sunset Park Housing - Site Lighting Improvements

PUBLIC HOUSING
ADMINISTRATION

Sunset Park Housing - Site
Lighting Improvements
2806 Bloomington Lane
Muscatine, IA 52761

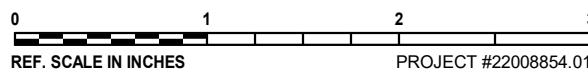
City of Muscatine, Iowa



PROFESSIONAL SEAL

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No.	Date	Revision / Issue
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SHEET INFORMATION

Issue	BID DOCUMENTS
Date	12-08-2023
Project #	2200854.01
Drawn	SEJCHI
Checked	GAUSHA
Approved	MATSNY

SHEET TITLE

PROJECT COVERSHEET

SCALE

Scale: _____

SHEET NUMBER

G000

VICINITY MAP



PROJECT LOCATION

PROJECT LOCATION



PROJECT LOCATION

APPLICABLE CODES

BUILDING CODE:	IBC 2015 EDITION
ELECTRICAL CODE:	NFPA 70 (NEC) 2020 EDITION
LIFE SAFETY CODE:	NFPA 101 CURRENT EDITION
ENERGY CONSERVATION CODE:	IECC 2015 ASHRAE 90.1 2013
LOCAL BUILDING CODE:	CURRENT EDITION

DRAWING INDEX

SHEET NUMBER	SHEET TITLE
G000	PROJECT COVERSHEET
E000	ELECTRICAL COVERSHEET
E100	SITE - ELECTRICAL DEMOLITION
E200	SITE - ELECTRICAL
E400	SPECIFICATIONS - ELECTRICAL

PROJECT DIRECTORY

CLIENT:	City of Muscatine, Iowa
PROJECT MANAGER:	IMEG CORP.
ELECTRICAL ENGINEER:	623 26TH AVENUE ROCK ISLAND, ILLINOIS 61201 PHONE: 309-783-3404 CONTACT: MATTHEW D. SNYDER, PE, LEED AP

LED LUMINAIRE SCHEDULE															
(DESC) DOOR:			DISTRIBUTION:			BEAMWIDTH:			(L/L) LENS/LOUVER:						
FA - FLAT ALUMINUM			II- ANSI/IES TYPE 2 DISTRIBUTION			NSP - VERY NARROW SPOT			A - .125" ACRYLIC			K19 - KSH19 .156" ACRYLIC			
FS - FLAT STEEL			III- ANSI/IES TYPE 3 DISTRIBUTION			SP - SPOT			B - BAFFLE/LOUVER			M - MATTE DIFFUSE CLEAR			
RA - REGRESSED ALUMINUM			IV - ANSI/IES TYPE 4 DISTRIBUTION			MD - MEDIUM			C - CLEAR ALZAK			P - POLYCARBONATE			
RS - REGRESSED STEEL			V - ANSI/IES TYPE 5 DISTRIBUTION			WD - WIDE			F - FROSTED ACRYLIC			R - HIGH IMPACT DR ACRYLIC			
FINISH:						VWD - VERY WIDE			G - TEMPERED GLASS			SS - SEMI-SPECULAR CLEAR			
PAF - PAINT AFTER FABRICATION						WW - WALL WASH			K - KSH12 .125" ACRYLIC			O - OTHER (SEE DESCRIPTION)			
CPSA - COLOR/FINISH SELECTION BY ARCHITECT									(DESIGN SPECIFIC BLANKS)						
(MTG) MOUNTING:			RE - RECESSED			(WATT) PER:			FIX - FIXTURE, FT - FOOT, LAMP						
CL - CEILING SURFACE			SP - SUSPENDED			(TYPE) LED			RGB - COLOR CHANGING LED						
CV - COVE			SU - SURFACE			LED - LIGHT EMITTING DIODE			RGBW - COLOR CHANGING + WHITE						
FR - FLANGED RECESSED			UC - UNDER CABINET			TLED - TUBULAR LED LAMP			RGBA - COLOR CHANGING + AMBER						
P - PERIMETER			WL - WALL			OLED - ORGANIC LED			RLED - RETROFIT LED						
PL - POLE			O - OTHER (SEE DESCRIPTION)			DLED - DYNAMIC TUNABLE LED			WLED - WARM DIM LED						
(TYPE) DRIVER:			EB - ELECTRONIC			HL - HIGH/LOW (100%/50%) STEP DIM			MV - MULTI-VOLTAGE ELECTRONIC						
0-10V - 0-10V DIMMING			DALI - DIGITAL ADDRESSABLE			ELV - ELECTRONIC LOW VOLTAGE			LINE - LINE VOLTAGE DIMMING			REM - REMOTE			
DMX - DIGITAL MULTIPLEX			EM - EMERGENCY BATTERY			ML - MULT-LEVEL SWITCHING			O - OTHER (SEE DESCRIPTION)						
CATALOG NUMBER SHALL NOT BE CONSIDERED COMPLETE AND MATERIAL SHALL NOT BE ORDERED BY MANUFACTURER AND CATALOG NUMBER ONLY. THE COMPLETE DESCRIPTION AND THE SPECIFICATION SHALL BE COORDINATED WITH THE CATALOG NUMBER TO DETERMINE THE EXACT MATERIAL AND ACCESSORIES TO BE ORDERED. THE FIRST MANUFACTURER LISTED IS THE BASIS OF DESIGN.															
VERIFY AND COORDINATE ALL CEILING TYPES WITH LUMINAIRE MOUNTING AND TRIM REQUIREMENTS PRIOR TO THE RELEASE OF THE LUMINAIRE ORDER. CONFIRM ALL COLORS AND FINISHES OF ALL LUMINAIRE COMPONENTS WITH ARCHITECT AND INTERIOR DESIGNER PRIOR TO THE RELEASE OF THE LUMINAIRE ORDER. UNLESS INDICATED ON LIGHTING PLANS OR BELOW, REFER TO ARCHITECTURAL AND INTERIOR DESIGN ELEVATIONS, SECTIONS AND DETAILS FOR ALL SUSPENDED AND WALL MOUNTED LUMINAIRE MOUNTING HEIGHTS.															
REFER TO SPECIFICATION SECTIONS LED LIGHTING 26 51 00 FOR ADDITIONAL INFORMATION AND REQUIREMENTS. EXTERIOR CORRELATED COLOR TEMPERATURE 4000/4100K, COLOR RENDERING INDEX (CRI) AT OR ABOVE 80, UNLESS NOTED OTHERWISE.															
ITEM	DESCRIPTION	L/L	MTG	DIMENSIONS			WATT			LED			DRIVER		
				L	W	H	DIA.	ANSI WATTS	PER	TYPE	QTY	DELIVERED LUMENS (MIN)	VOLTS	TYPE	MANUFACTURER AND MODEL
S1	SINGLE HEAD SITE LED LUMINAIRE, DIE-CAST ALUMINUM HOUSING GASKETED, SILICON LENS, TYPE 3 DISTRIBUTION, WET LISTED, CFSA, SQUARE STRAIGHT STEEL POLE WITH INTERNAL VIBRATION DAMPER, ANCHOR BASE, PROVIDE LUMINAIRE WITH APPROPRIATE MOUNTING ACCESSORIES.	O	PL @ 20'	2'-8 183/25 6"	1'-2 65/256 4"	7 7/8"		51 W	FIX	LED	1	7594	240 V	EB	LITHONIA DSX1 LED-P1-40K-80CRI-T3M-MVOLT-SPA KIM ALTITUDE MCGRAW EDISON GALLEON GARDCO PUREFORM P15 SMALL

LED LIGHTING SEQUENCE OF OPERATION	
NOTES: 1. (L##) DENOTES THE LIGHTING SEQUENCE OF OPERATIONS FOR THIS SPACE. 2. VERIFY AND COORDINATE ALL TIME CLOCK SETTINGS WITH OWNER PRIOR TO FINAL PROGRAMMING.	
PLAN ID	LIGHTING SWITCHED
(LC1)	Sequence: Switched lights are controlled in this space. ON: The lights turn on automatically using contactor via an outdoor photocell when insufficient daylight is available. OFF: The lights will turn off automatically using contactor via an outdoor photocell when sufficient daylight is available. NOTE: Refer to detail 3/E000 for Exterior Lighting control detail for more information.

VIEW KEY	
NAME 10'-0" HEIGHT ABOVE PROJECT 0'-0"	INDICATES NOTE USED TO DESCRIBE ADDITIONAL INFORMATION ABOUT WORK REQUIRED, SPECIFIC TO THE SHEET AND/OR DETAIL
INDICATES DIRECTION OF TRUE NORTH PLAN OR DETAIL NUMBER PLAN OR DETAIL NAME 1/8" = 1'-0" PLAN OR DETAIL SCALE	
INDICATES SIMILAR DETAIL REFERENCED IN MULTIPLE LOCATIONS DETAIL REFERRED TO BY SECTION CUT SHEET DETAIL IS LOCATED ON T101	
LINE TYPE AND TAG KEY: NEW WORK BY THIS CONTRACTOR (WIDE LINE) ----- NEW ----- EXISTING TO BE REMOVED (SHORT DASHED PATTERN) ----- NEW UNDERFLOOR OR UNDERGROUND (LONG DASHED PATTERN) EXISTING TO REMAIN OR WORK BY OTHERS (NARROW LINE) ----- EXISTING ----- EXISTING TO BE REMOVED BY OTHERS (SHORT DASHED PATTERN) ----- EXISTING UNDERFLOOR OR UNDERGROUND (LONG DASHED PATTERN) HALFTONING DOES NOT MODIFY SCOPE. TAG-E TAGS WITH DASH 'E' INDICATES THE REFERENCED OBJECT IS EXISTING TAG UNDERLINED TAG INDICATES OBJECT IS IN-SCOPE. IF NEW, ADDITIONAL INFORMATION IS AVAILABLE IN A SCHEDULE, MATERIAL LIST, OR SYMBOL LIST INDICATES AN EXISTING SYSTEM'S POINT OF CONNECTION/REMOVAL	

APPLICABLE CODES	
CONTRACTOR SHALL COMPLY WITH APPLICABLE CODES AND LOCAL AMENDMENTS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:	
BUILDING CODE:	IBC 2015 EDITION
ELECTRICAL CODE:	NFPA 70 (NEC) 2020 EDITION
LIFE SAFETY CODE:	NFPA 101 CURRENT EDITION
ENERGY CONSERVATION CODE:	IECC 2015 (ASHRAE 90.1 2013 COMPLIANCE PATH)
LOCAL BUILDING CODE:	CURRENT EDITION

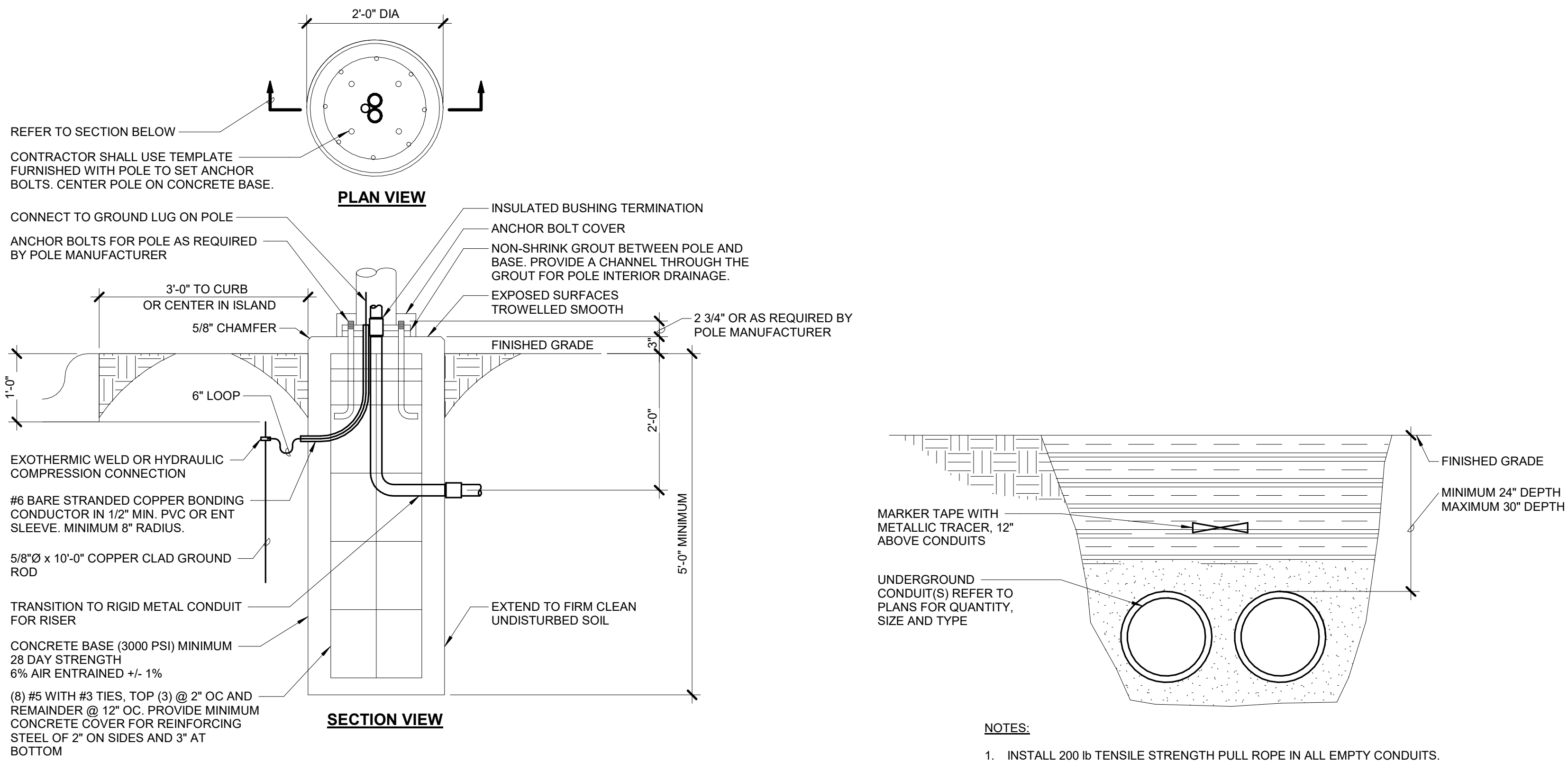
CONTACT PERSONS:	
DESCRIPTION:	PERSON:
PROJECT MANAGER	MATT SNYDER
ELECTRICAL	MATT SNYDER

ELECTRICAL ABBREVIATION KEY	
ABBR:	DESCRIPTION:
AFF	ABOVE FINISHED FLOOR
C	CONDUIT
GFI	GROUND FAULT INTERRUPTER
N.C.	NORMALLY CLOSED
NIC	NOT IN CONTRACT
N.O.	NORMALLY OPEN
SV	SOLENOID VALVE
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED

ELECTRICAL GENERAL NOTES:	
1. (L##) INDICATES THE LIGHTING SEQUENCE OF OPERATION FOR THE SPACE. REFER TO THE LIGHTING SEQUENCE OF OPERATION MATRIX ON SHEET E000. 2. REFER TO SHEET E000 FOR LUMINAIRE SCHEDULE.	
LUMINAIRE KEY: E1 = FIXTURE TAG T = CIRCUIT NUMBER LUMINAIRE IF LABEL IS ORIENTED HORIZONTALLY A SLASH WILL SEPARATE THIS INFORMATION. EX: F1 / 1	
ELECTRICAL RENOVATION NOTES:	
THESE NOTES APPLY TO ALL ELECTRICAL SHEETS AND TRADES, INCLUDING BUT NOT LIMITED TO, LIGHTING. 1. EXISTING CONDITIONS ARE SHOWN BASED ON INFORMATION OBTAINED FROM FIELD SURVEYS, EXISTING BUILDING DOCUMENTS, AND STAFF. VERIFY EXISTING CONDITIONS AND REPORT ANY CONFLICTS BEFORE PROCEEDING. 2. NOT ALL EXISTING EQUIPMENT, LUMINAIRES, AND CONDUIT ARE SHOWN. VERIFY EXISTING CONDITIONS AND REPORT ANY CONFLICTS WITH NEW WORK BEFORE STARTING WORK.	
ELECTRICAL INSTALLATION NOTES:	
1. THE COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE ADA STANDARDS FOR ACCESSIBLE DESIGN. REFER TO THE ADA GUIDELINES FOR ALL CONFIGURATION DETAILS ON THIS PAGE FOR ADDITIONAL INFORMATION. 2. CIRCUIT NUMBERS ARE SHOWN FOR CIRCUIT IDENTIFICATION. CIRCUITING SHALL AGREE WITH NUMBERING ON THE PANEL PROVIDED. COMMON NEUTRALS MAY NOT BE USED FOR BRANCH CIRCUITS. BALANCE THE LOAD ON PANEL AS EVENLY AS POSSIBLE BETWEEN EACH PHASE. 3. ELECTRICAL EQUIPMENT SHALL BE MOUNTED TO AVOID IMPEDANCE OF, OPERATION OF, AND/OR ACCESS TO ELECTRICAL EQUIPMENT. 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPENINGS REQUIRED IN WALLS. ALL OPENINGS SHALL BE REPAIRED TO MATCH EXISTING BY A QUALIFIED CONTRACTOR AT THE EXPENSE OF THIS CONTRACTOR. ALL CONDUITS THROUGH WALLS SHALL BE GROUTED OR SEALED INTO OPENINGS. 5. ALL WELDING SHALL BE ACCORDING TO AMERICAN WELDING SOCIETY STANDARDS. CONTRACTOR SHALL FURNISH TO THE ARCHITECT/ENGINEER CERTIFICATES QUALIFYING EACH WELDER, PRIOR TO START OF WORK. THE ENGINEER RESERVES THE RIGHT TO REQUIRE QUALIFYING DEMONSTRATION, AT THE CONTRACTOR'S EXPENSE, OF ANY WELDERS ASSIGNED TO THE JOB. 6. EACH CONTRACTOR IS RESPONSIBLE FOR DAMAGE CAUSED BY THEIR ACTIONS TO THE WALLS, FLOORS, CEILINGS, AND ROOFS. THE CONTRACTOR WHOSE WORK CAUSES DAMAGE IS RESPONSIBLE FOR PATCHING TO MATCH ORIGINAL CONSTRUCTION, FIRE RATING, AND FINISH. 7. ELECTRICAL IDENTIFICATION. REFER TO SPECIFICATION SECTION 26 05 53 FOR COLOR/LABEL REQUIREMENTS FOR CONDUIT, BOX, CABLE/WIRE, AND EQUIPMENT.	

ELECTRICAL SYMBOL LIST			
SYMBOL:	TAG:	SPEC SECTION:	DESCRIPTION:
	SW-LS-PC	26 09 33	PHOTOCELL
	TC-#	26 09 33	TIME SWITCH
	LC-#	26 09 33	LIGHTING CONTACTOR

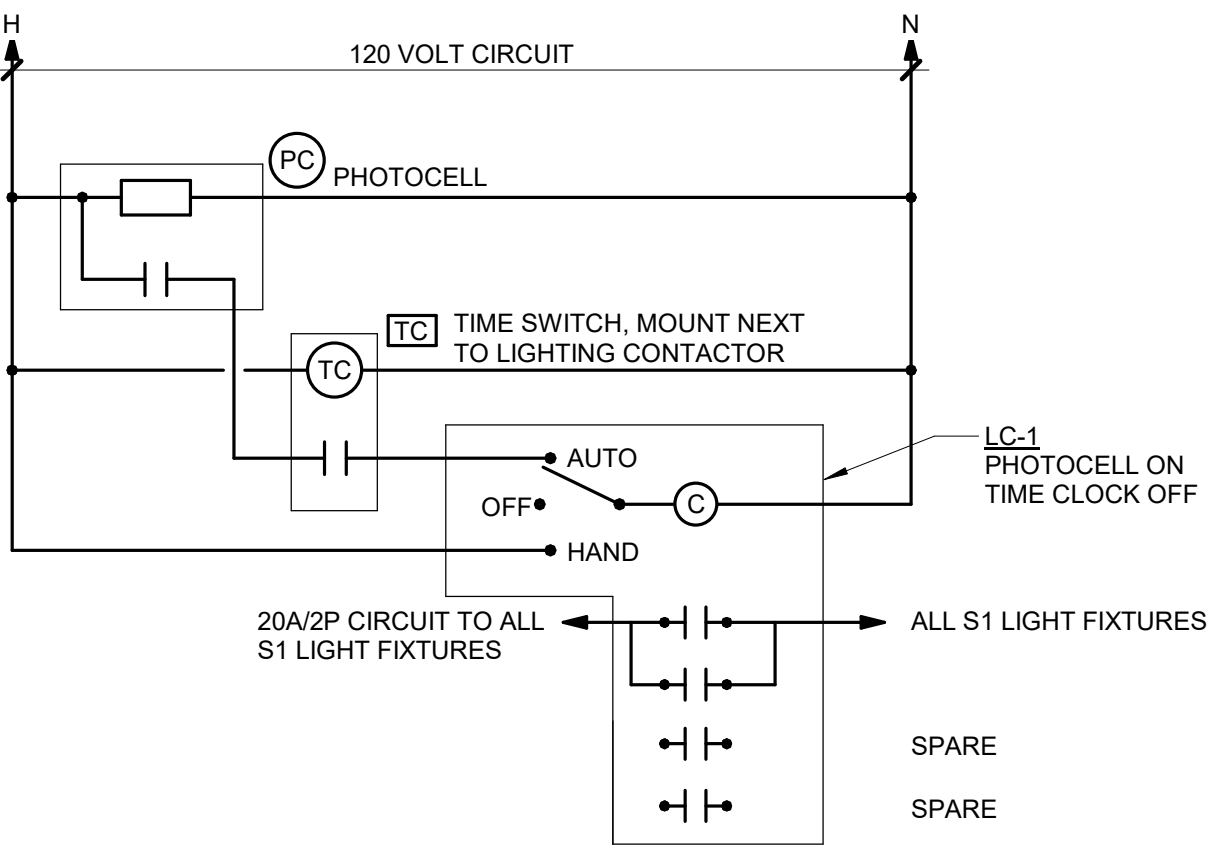
ELECTRICAL SYMBOL LIST			
SYMBOL:	TAG:	SPEC SECTION:	DESCRIPTION:
	REFER TO LUMINAIRE SCHEDULE		POLE MOUNTED LUMINAIRE



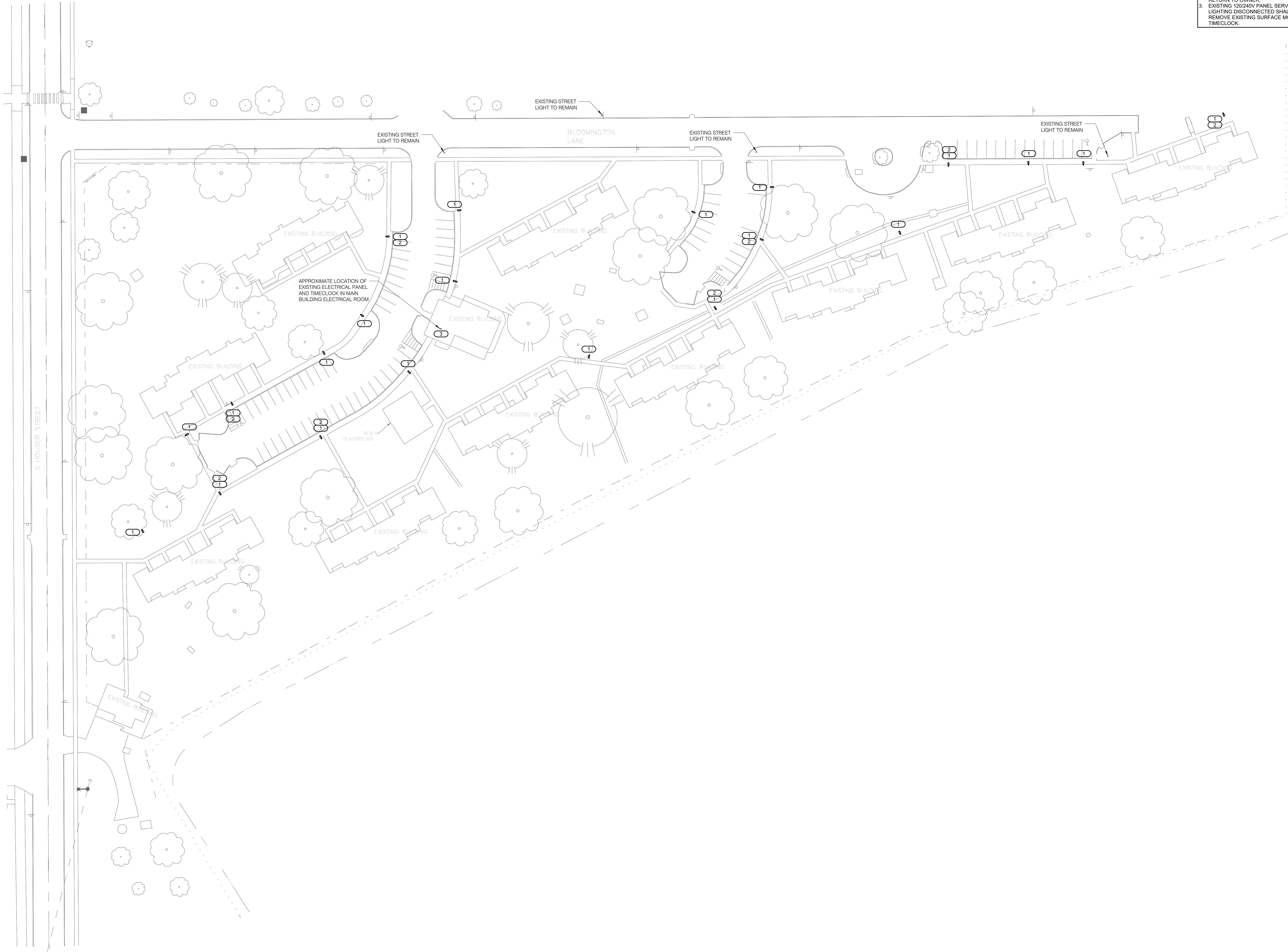
1 POLE BASE DETAIL
NO SCALE

2 UNDERGROUND CONDUIT DETAIL
NO SCALE

3 EXTERIOR LIGHTING CONTROL DETAIL
NO SCALE



CONDUIT INSTALLATION SCHEDULE				
THE FOLLOWING SCHEDULE SHALL BE ADHERED TO UNLESS THEY CONSTITUTE A VIOLATION OF APPLICABLE CODES OR ARE NOTED OTHERWISE ON THE DRAWINGS. THE INSTALLATION OF RMC CONDUIT WILL BE PERMITTED IN PLACE OF ALL CONDUIT SPECIFIED IN THIS SCHEDULE. REFER TO CONDUIT AND BOXES SPECIFICATION 26 05 53 FOR ADDITIONAL INFORMATION.				
INSTALLATION TYPE	PVC	HDPE	RMC	EMT
BRANCH CIRCUITS: LIGHTING, RECEPTACLES, CONTROLS, ETC.				X
CONTROLS (LIGHTING, POWER, BUILDING AUTOMATION, ETC.)				X
FINISHED SPACES / CONCEALED				X
WET AND DAMP LOCATIONS (CONDUIT, BOXES, FITTINGS, INSTALLED AND EQUIPPED TO PREVENT WATER ENTRY)			X	
INTERIOR LOCATIONS: CONCEALED				X
INTERIOR LOCATIONS: EXPOSED				X
UNDERGROUND / SLABS ON GRADE (IN OR UNDER SLABS ON GRADE)				
WITHIN 5' FROM THE PERIMETER OF THE BUILDING	X			
WITHIN 5' FROM THE PERIMETER OF THE BUILDING WHEN PASSING THROUGH THE PERIMETER OF THE BUILDING FOUNDATION:	X			
UNDERGROUND SITE CONDUITS:				
WITHIN 5' FROM THE PERIMETER OF A BUILDING FOUNDATION	X			
5' OR GREATER FROM THE PERIMETER OF A BUILDING FOUNDATION	X			
UNDER ROADS, DRIVES, AND VEHICLE TRAVELED WAYS. WHEN HDPE DIRECTIONAL BORING IS ALLOWED: PROVIDE PRESSURIZED GROUT	X	X		



1 SITE - ELECTRICAL DEMOLITION
1" = 40'-0"

- SHEET NOTES:**
1. REFER TO E000 FOR GENERAL ELECTRICAL NOTES, ELECTRICAL INSTALLATION NOTES, ELECTRICAL SYMBOL LIST AND VIEW KEY.
- KEYNOTES:**
1. REMOVE EXISTING POLE LIGHT, POLE BASE AND ASSOCIATED CONDUIT AND WIRING. ABANDON EMPTY CONDUITS IN PLACE.
2. MAINTAIN EXISTING SOLAR FIXTURE MOUNTED ON LIGHTING POLE UNTIL POLE IS READY TO BE REMOVED. COORDINATE SCHEDULING WITH OWNER. REMOVE SOLAR FIXTURE AND RETURN TO OWNER.
3. EXISTING 120/240V PANEL SERVING SITE LIGHTING DISCONNECTED SHALL REMAIN. REMOVE EXISTING SURFACE MOUNTED TIMECLOCK.

**PUBLIC HOUSING
ADMINISTRATION**

**Sunset Park Housing -
Site Lighting Improvements**

2806 Bloomington Lane
Muscatine, IA 52761

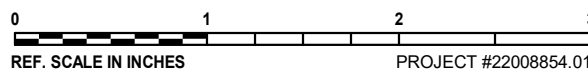
City of Muscatine, Iowa



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REVISIONS		
No.	Date	Revision / Issue

SHEET INFORMATION

Issue	BID DOCUMENTS
Date	12-08-2023
Project #	2200854.01
Drawn	SEJCHI
Checked	GAUSHA
Approved	MATSNY

SHEET TITLE

SITE - ELECTRICAL DEMOLITION

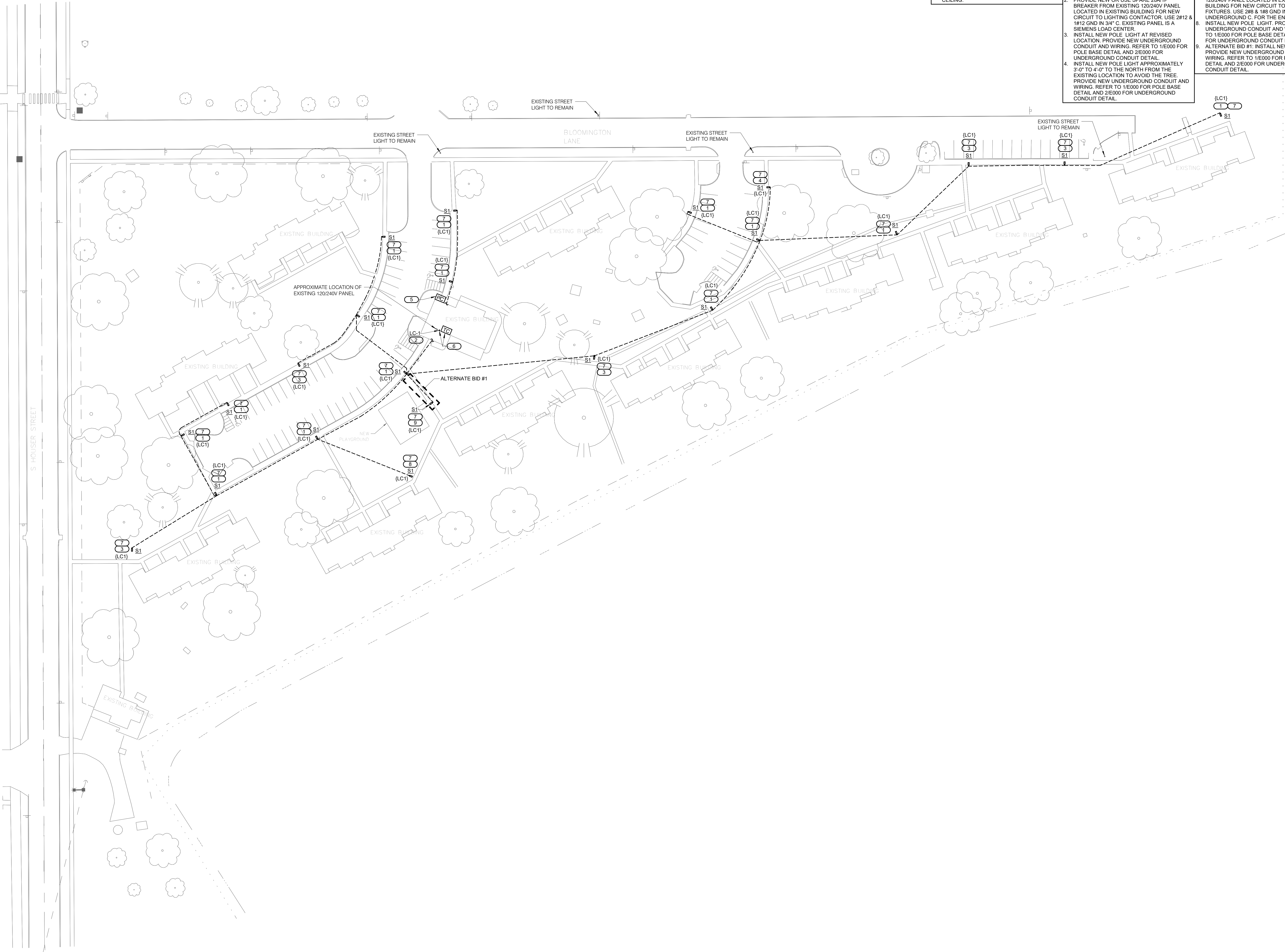
SCALE

Scale: 1" = 40'-0"

SHEET NUMBER

E100

1 SITE - ELECTRICAL
1" = 40'-0"



SHEET NOTES:

1. REFER TO E000 FOR GENERAL ELECTRICAL NOTES, ELECTRICAL INSTALLATION NOTES, ELECTRICAL SYMBOL LIST AND VIEW KEY.
2. EXISTING MAIN BUILDING HAS A COMPLETE DRYWALL CEILING WITH ACCESS HATCH. ALL NEW CONDUIT SHALL BE INSTALLED CONCEALED ABOVE THE EXISTING DRYWALL CEILING.

KEYNOTES: (#)

1. INSTALL NEW POLE LIGHT AT APPROXIMATELY THE SAME LOCATION OF THE EXISTING POLE LIGHT REMOVED DURING DEMOLITION. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.
2. PROVIDE NEW OR USE SPARE 20A/1P BREAKER FROM EXISTING 120/240V PANEL LOCATED IN EXISTING BUILDING FOR NEW CIRCUIT TO LIGHTING CONTACTOR. USE 2#12 & 1#12 GND IN 3/4" C. EXISTING PANEL IS A SIEMENS LOAD CENTER.
3. INSTALL NEW POLE LIGHT AT REVISED LOCATION. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.
4. INSTALL NEW POLE LIGHT APPROXIMATELY 3'-0" TO 4'-0" TO THE NORTH FROM THE EXISTING LOCATION TO AVOID THE TREE. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.

KEYNOTES: (#)

5. INSTALL PHOTOCELL AT NORTH SIDE OF THE BUILDING POINTING NORTH. MOUNT AS HIGH AS POSSIBLE ON EXTERIOR WALL.
6. INSTALL LIGHTING CONTACTOR AND TIMECLOCK IN THE EXISTING ELECTRICAL ROOM.
7. USE SPARE 20A/2P BREAKER FROM EXISTING 120/240V PANEL LOCATED IN EXISTING BUILDING FOR NEW CIRCUIT TO ALL S1 LIGHT FIXTURES. USE 2#8 & 1#8 GND IN 1" UNDERGROUND C. FOR THE ENTIRE CIRCUIT.
8. INSTALL NEW POLE LIGHT. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.
9. ALTERNATE BID #1: INSTALL NEW POLE LIGHT. PROVIDE NEW UNDERGROUND CONDUIT AND WIRING. REFER TO 1/E000 FOR POLE BASE DETAIL AND 2/E000 FOR UNDERGROUND CONDUIT DETAIL.

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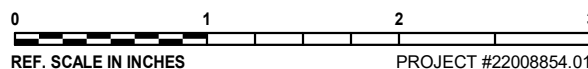
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REVISIONS

No. Date Revision / Issue

SHEET INFORMATION

BID DOCUMENTS
Issue: 12-08-2023
Project #: 2200854.01
Drawn: SEJCHI
Checked: GAUSHA
Approved: MATSNY

SHEET TITLE

SITE - ELECTRICAL

SCALE

Scale: 1" = 40'-0"

SHEET NUMBER

E200

26 05 00 BASIC ELECTRICAL REQUIREMENTS

SCOPE OF WORK
THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NEW MATERIALS AS INDICATED ON THE DRAWINGS, AND/OR IN THESE SPECIFICATIONS, AND ALL ITEMS REQUIRED TO MAKE ASSOCIATED PORTION OF THE ELECTRICAL WORK A FINISHED AND WORKING SYSTEM.

ALL WORK THAT WILL PRODUCE EXCESSIVE NOISE OR INTERFERENCE WITH NORMAL BUILDING OPERATIONS, AS DETERMINED BY THE OWNER, SHALL BE SCHEDULED WITH THE OWNER. IT MAY BE NECESSARY TO SCHEDULE SUCH WORK DURING UNOCCUPIED HOURS.

CODES AND STANDARDS
CONFORM TO ALL REQUIREMENTS OF THE CITY OF MUSCATINE, IOWA CODES, LAWS, ORDINANCES, AND OTHER REGULATIONS HAVING JURISDICTION OVER THIS INSTALLATION.

IF THE CONTRACTOR NOTES, AT THE TIME OF BIDDING, THAT ANY PARTS OF THE DRAWINGS OR SPECIFICATIONS DO NOT COMPLY WITH THE CODES OR REGULATIONS, CONTRACTOR SHALL INFORM THE ARCHITECT/ENGINEER IN WRITING, REQUESTING A CLARIFICATION.

PERMITS AND FEES
PROCURE ALL APPLICABLE PERMITS AND LICENSES. ABIDE BY LOCAL AND STATE LAWS, REGULATIONS, AND ORDINANCES. PAY ALL CHARGES FOR PERMITS OR LICENSES. PAY ALL FEES AND TAXES IMPOSED BY STATE, MUNICIPAL, AND OTHER REGULATORY BODIES. PAY ALL CHARGES ARISING OUT OF REQUIRED INSPECTIONS BY AN AUTHORIZED BODY. PAY ALL CHARGES ARISING OUT OF REQUIRED CONTRACT DOCUMENT REVIEWS ASSOCIATED WITH THE PROJECT AND AS INITIATED BY THE OWNER OR AUTHORIZED AGENCY/CONSULTANT.

WHERE APPLICABLE, ALL FIXTURES, EQUIPMENT AND MATERIALS SHALL BE LISTED BY UNDERWRITER'S LABORATORIES, INC. OR A NATIONALLY RECOGNIZED TESTING ORGANIZATION.

DRAWINGS
THE DRAWINGS FOR THE ELECTRICAL WORK ARE DIAGRAMMATIC, INTENDED TO CONVEY THE SCOPE OF THE WORK AND TO INDICATE THE GENERAL ARRANGEMENTS AND LOCATIONS OF EQUIPMENT, OUTLETS, ETC., AND THE APPROXIMATE SIZES OF EQUIPMENT.

CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF EQUIPMENT AND ROUGH-INS, AND THE EXACT ROUTING OF RACEWAYS SO AS TO BEST FIT THE LAYOUT OF THE JOB. CONDUIT ENTRY POINTS FOR ELECTRICAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, PANELBOARDS, SWITCHBOARDS, SWITCHGEAR AND UNIT SUBSTATIONS, SHALL BE DETERMINED BY THE CONTRACTOR UNLESS NOTED IN THE CONTRACT DOCUMENTS.

CONSTRUCTION DRAWINGS FOR THIS PROJECT HAVE BEEN PREPARED UTILIZING REVIT. CONTRACTORS AND SUBCONTRACTORS MAY REQUEST ELECTRONIC MEDIA FILES OF THE CONTRACT DRAWINGS. THE ELECTRONIC CONTRACT DOCUMENTS CAN BE USED FOR PREPARATION OF SHOP DRAWINGS AND AS-BUILT DRAWINGS ONLY. THE INFORMATION MAY NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT.

VERIFY ALL PERTINENT DIMENSIONS AT THE JOB SITE BEFORE ORDERING ANY CONDUIT, CONDUCTORS, WIREWAYS, BUS DUCT, FITTINGS, ETC.

SUBMITTALS
SUBMITTALS SHALL BE REQUIRED WHERE REQUIRED IN THE SPECIFICATIONS OR ON THE DRAWINGS. THE CONTRACTOR SHALL SUBMIT ELECTRONIC COPIES OF EACH SHOP DRAWING FOR REVIEW BY THE ARCHITECT/ENGINEER BEFORE RELEASING ANY EQUIPMENT FOR MANUFACTURE OR SHIPMENT.

THE CONTRACTOR SHALL THOROUGHLY REVIEW AND APPROVE ALL SHOP DRAWINGS BEFORE SUBMITTING THEM TO THE ARCHITECT/ENGINEER. CONTRACTOR SHALL CLEARLY MARK ALL DEVIATIONS FROM THE CONTRACT DOCUMENTS ON ALL SUBMITTALS. ASSEMBLE ALL SUBMITTALS IN SETS, SUCH AS PANELBOARDS, FIRE ALARM, LIGHTING, OR MOTOR CONTROL. ALL SETS SHALL BE IDENTICAL AND CONTAIN AN INDEX OF THE ITEMS ENCLOSED WITH A GENERAL TOPIC DESCRIPTION ON THE COVER. WHERE MORE THAN ONE MODEL IS SHOWN ON A MANUFACTURER'S SHEET, CLEARLY INDICATE EXACTLY WHICH ITEM AND WHICH DATA IS RELEVANT TO THE WORK. REFER TO SUBSECTIONS FOR SPECIFIC SUBMITTAL REQUIREMENTS.

WARRANTY
PROVIDE MINIMUM ONE-YEAR WARRANTY FOR ALL FIXTURES, EQUIPMENT, MATERIALS, AND WORKMANSHIP. REFER TO SUBSECTIONS FOR ADDITIONAL WARRANTY REQUIREMENTS.

MATERIAL SUBSTITUTION
WHERE SEVERAL MANUFACTURERS' NAMES ARE GIVEN, THE MANUFACTURER FOR WHICH A CATALOG NUMBER IS GIVEN IS THE BASIS OF DESIGN AND ESTABLISHES THE QUALITY REQUIRED. EQUIVALENT EQUIPMENT MANUFACTURED BY THE OTHER NAMED MANUFACTURERS MAY BE USED. CONTRACTOR SHALL ENSURE THAT ALL ITEMS SUBMITTED BY THESE OTHER MANUFACTURERS MEET ALL REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS, AND FIT IN THE ALLOCATED SPACE. THE ARCHITECT/ENGINEER SHALL MAKE THE FINAL DETERMINATION OF WHETHER A PRODUCT IS EQUIVALENT.

ANY MATERIAL, ARTICLE, OR EQUIPMENT OF OTHER UNNAMED MANUFACTURERS WHICH WILL ADEQUATELY PERFORM THE SERVICES AND DUTIES IMPOSED BY THE DESIGN AND IS OF A QUALITY EQUAL TO OR BETTER THAN THE EQUIPMENT IDENTIFIED BY THE DRAWINGS MAY BE USED IF APPROVAL IS SECURED IN WRITING FROM THE ARCHITECT/ENGINEER VIA ADDENDUM.

OBSERVATION OF WORK
THE CONTRACTOR SHALL PROVIDE SEVEN (7) CALENDAR DAYS' NOTICE TO THE ARCHITECT/ENGINEER PRIOR TO COVERING INTERIOR PARTITIONS AND CHASES AND INSTALLING HARD OR SUSPENDED CEILINGS AND SOFFITS.

IN ORDER TO PREVENT THE FINAL JOBSITE OBSERVATION FROM OCCURRING TOO EARLY, THE CONTRACTOR SHALL REVIEW THE COMPLETION STATUS OF THE PROJECT AND CERTIFY IN WRITING THAT THE JOB IS READY FOR THE FINAL JOBSITE OBSERVATION.

PROJECT CLOSEOUT
SUBMIT THE FOLLOWING: OPERATION AND MAINTENANCE MANUALS INCLUDING BOUND COPIES OF APPROVED SHOP DRAWINGS, RECORD DOCUMENTS, SPARE PARTS AND EXTRA MATERIALS IN QUANTITIES SPECIFIED IN THESE SPECIFICATIONS.

OPERATION AND MAINTENANCE INSTRUCTIONS
OPERATION AND MAINTENANCE DATA SHALL CONSIST OF WRITTEN INSTRUCTIONS FOR THE CARE, MAINTENANCE, AND OPERATION OF THE EQUIPMENT AND SYSTEMS. INSTRUCTION BOOKS, CARDS, AND MANUALS FURNISHED WITH THE EQUIPMENT SHALL BE INCLUDED.

PROVIDE BOUND MANUALS WITH COPIES OF APPROVED SHOP DRAWINGS WITH TITLE PAGE AND INDEX SYSTEM SIMILAR TO OPERATION AND MAINTENANCE MANUAL.

RECORD DOCUMENTS
MAINTAIN AT THE JOB SITE A SEPARATE AND COMPLETE SET OF ELECTRICAL DRAWINGS AND SPECIFICATIONS WITH ALL CHANGES MADE TO THE SYSTEMS CLEARLY AND PERMANENTLY MARKED IN COMPLETE DETAIL. MARK DRAWINGS TO INDICATE APPROVED SUBSTITUTIONS, CHANGE ORDERS, AND ACTUAL EQUIPMENT AND MATERIALS USED. ALL CHANGE ORDERS, RESPONSES, CLARIFICATIONS, AND OTHER SUPPLEMENTAL INSTRUCTIONS SHALL BE MARKED ON THE DOCUMENTS. RECORD DOCUMENTS THAT MERELY REFERENCE THE EXISTENCE OF THE ABOVE ITEMS ARE NOT ACCEPTABLE. RECORD CHANGES DAILY AND KEEP THE MARKED DRAWINGS AVAILABLE FOR THE ARCHITECT/ENGINEER'S EXAMINATION AT ANY NORMAL WORK TIME.

CLEANING
THOROUGHLY CLEAN ALL EQUIPMENT AND SYSTEMS PRIOR TO THE OWNER'S FINAL ACCEPTANCE OF THE PROJECT. CLEAN ALL FOREIGN PAINT, GREASE, OIL, DIRT, LABELS, STICKERS, ETC. FROM ALL EQUIPMENT. REMOVE ALL RUBBISH, DEBRIS, ETC., ACCUMULATED DURING CONSTRUCTION FROM THE PREMISES.

26 05 05 ELECTRICAL DEMOLITION FOR REMODELING

THE DRAWINGS ARE INTENDED TO INDICATE THE SCOPE OF WORK REQUIRED AND DO NOT INDICATE EVERY BOX, CONDUIT, OR WIRE THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID AND VERIFY EXISTING CONDITIONS.

VERIFY THAT ABANDONED WIRING AND EQUIPMENT SERVE ONLY ABANDONED EQUIPMENT OR FACILITIES. EXTEND CONDUIT AND WIRE TO FACILITIES AND EQUIPMENT THAT WILL REMAIN IN OPERATION FOLLOWING DEMOLITION. EXTENSION OF CONDUIT AND WIRE TO EQUIPMENT SHALL BE COMPATIBLE WITH THE SURROUNDING AREA. EXTENDED CONDUIT AND CONDUCTORS SHALL MATCH EXISTING SIZE AND MATERIAL.

COORDINATE SCOPE OF WORK WITH ALL OTHER CONTRACTORS AND THE OWNER AT THE PROJECT SITE. SCHEDULE REMOVAL OF EQUIPMENT AND ELECTRICAL SERVICE TO AVOID CONFLICTS.

BID SUBMITTAL SHALL MEAN THE CONTRACTOR HAS VISITED THE PROJECT SITE AND HAS VERIFIED EXISTING CONDITIONS AND SCOPE OF WORK.

PREPARATION
COORDINATE ALL OUTAGES WITH OWNER. COORDINATE UTILITY SERVICE OUTAGES WITH UTILITY COMPANY.

PROVIDE TEMPORARY WIRING AND CONNECTIONS TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION. WHEN WORK MUST BE PERFORMED ON ENERGIZED EQUIPMENT OR CIRCUITS, USE PERSONNEL EXPERIENCED IN SUCH OPERATIONS. ASSUME ALL EQUIPMENT AND SYSTEMS MUST REMAIN OPERATIONAL UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.

DISCONNECT AND REMOVE POLE LIGHTS AND DEVICES THAT ARE TO BE DEMOLISHED. REMOVE CONDUIT, SUPPORTS, AND CONDUCTORS BACK TO SOURCE. BACK BOX AND CONDUIT MOUNTED IN WALLS THAT ARE TO REMAIN CAN BE ABANDONED IN PLACE. PROVIDE APPROPRIATE COVER PLATE FOR ALL ABANDONED BACK BOXES PER WIRING DEVICES SPECIFICATION.

DISCONNECT AND REMOVE ABANDONED LUMINAIRES. REMOVE BRACKETS, STEMS, HANGERS, AND OTHER ACCESSORIES. BALLASTS IN LIGHT FIXTURES INSTALLED PRIOR TO 1980 SHALL BE INCINERATED IN EPA-APPROVED INCINERATOR OR DISPOSED OF IN EPA-CERTIFIED CONTAINERS AND DEPOSITED IN AN EPA LANDFILL. CERTIFIED FOR PCB DISPOSAL OR RECYCLED BY PERMITTED BALLAST RECYCLER.

HID AND FLUORESCENT LAMPS DETERMINED BY THE TOXICITY CHARACTERISTIC LEACHATE PROCEDURE (TCLP) TO BE HAZARDOUS WASTE SHALL BE DISPOSED OF IN AN EPA-PERMITTED HAZARDOUS WASTE DISPOSAL FACILITY OR BY A PERMITTED LAMP RECYCLER.

REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK. PATCH OPENINGS TO MATCH EXISTING SURROUNDING FINISHES. MAINTAIN ACCESS TO EXISTING ELECTRICAL INSTALLATIONS THAT REMAIN ACTIVE. MODIFY INSTALLATION OR PROVIDE JUNCTION BOXES AND ACCESS PANEL AS APPROPRIATE. EXTEND EXISTING INSTALLATIONS USING MATERIALS AND METHODS COMPATIBLE WITH EXISTING ELECTRICAL INSTALLATIONS.

THIS CONTRACTOR IS RESPONSIBLE FOR ALL COSTS INCURRED IN REPAIR, RELOCATIONS, OR REPLACEMENT OF ANY CABLES, CONDUITS, OR OTHER SERVICES IF DAMAGED WITHOUT PROPER INVESTIGATION.

CLEAN AND REPAIR EXISTING MATERIALS AND EQUIPMENT THAT REMAIN OR ARE TO BE REUSED.

PROVIDE TYPED PANEL DIRECTORIES SHOWING REVISED CIRCUITING ARRANGEMENTS. CLEAN EXPOSED PANEL SURFACES AND CHECK TIGHTNESS OF ELECTRICAL CONNECTIONS. REPLACE DAMAGED CIRCUIT BREAKERS AND PROVIDE CLOSURE PLATES FOR VACANT POSITIONS.

ELECTRICAL ITEMS REMOVED REMAIN THE PROPERTY OF THE OWNER. CONTRACTOR SHALL PLACE ITEMS RETAINED BY THE OWNER IN A LOCATION COORDINATED WITH THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF MATERIAL THE OWNER ABANDONS.

26 05 13 WIRE AND CABLE

FEEDERS AND BRANCH CIRCUITS 8 AWG AND LARGER SHALL BE COPPER, STRANDED, 600 VOLT INSULATION, THHN. UNDERGROUND OR IN SLABS ON GRADE SHALL BE THWN or XHHW-2.

FEEDERS AND BRANCH CIRCUITS 10 AWG AND SMALLER: COPPER, SOLID OR STRANDED, 600 VOLT INSULATION, THHN/THWN. NOTED ON THE DRAWINGS. MINIMUM SIZE #12 AWG.

CONTROL CABLE FOR CLASS 1, CLASS 2, AND CLASS 3 CIRCUITS SHALL BE COPPER, 600 VOLT INSULATION, RATED 60°C, INDIVIDUAL CONDUCTORS TWISTED TOGETHER, SHIELDED, AND COVERED WITH PVC. MINIMUM SIZE #14 AWG.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DERATING AND SIZING CONDUCTORS AND CONDUITS TO EQUAL OR EXCEED THE AMPACITY OF NEC TABLE B.310.15(B)(2)(7), IF METHODS OR MATERIALS OTHER THAN THE BASIS OF DESIGN ARE USED.

USE # 10 AWG CONDUCTORS FOR 20 AMPERE, 120 VOLT BRANCH CIRCUIT HOME RUNS LONGER THAN 75 FEET, HOME RUNS LONGER THAN 200 FEET.

USE SOLDERLESS, TIN-PLATED COPPER LUGS APPLIED WITH CIRCUMFERENTIAL CRIMP FOR COPPER TERMINATIONS #8 AWG AND LARGER. USE INDENTER CRIMP #10 AWG AND SMALLER.

PROVIDE MINIMUM #8 WIRE FOR THE EXTERIOR LIGHTING BRANCH CIRCUIT.

26 05 33 CONDUIT AND BOXES

CONDUIT
ACCEPTABLE CONDUIT MANUFACTURERS: ALLIED, LTV, STEELTUB, WHEATLAND TUBE CO, O-Z GEDEY.

ACCEPTABLE FITTINGS MANUFACTURERS: APPLETON ELECTRIC, O-Z GEDEY, ELECTROLINE, RACO, BRIDGEPORT, MIDWEST, REGAL, THOMAS & BETTS, CROUSE-HINDS, KILLARK

ELECTRICAL METALLIC TUBING (EMT), MINIMUM 3/4", SHALL BE USED IN FINISHED SPACES FOR ALL BRANCH CIRCUITS.

RIGID METALLIC CONDUIT (RMC) SHALL BE USED IN WET OR DAMP LOCATIONS.

POLYVINYL CHLORIDE (PVC), SCHEDULE 40, SHALL BE USED IN SLAB ON-GRADE AND ABOVE-GRADE UNDERGROUND.

HIGH DENSITY POLYETHYLENE (HDPE) SHALL BE USED IN UNDER ROADS, DRIVES, AND VEHICLE TRAVELED WAYS.

FLEXIBLE METALLIC CONDUIT (FMC) SHALL BE USED FOR CONNECTIONS TO MOTORS AND LIGHT FIXTURES. LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT (LFMC) WITH WATERTIGHT FITTINGS SHALL BE USED IN EXTERIOR OR WET/DAMP LOCATIONS. LENGTH OF CONDUIT SHALL NOT EXCEED 6'.

EMT CONDUIT FITTINGS SHALL BE COMPRESSION STEEL SET-SCREW TYPE.

CONDUIT AND CONDUCTOR SIZING SHALL BE COORDINATED TO LIMIT CONDUCTOR FILL TO LESS THAN 40%, MAINTAIN CONDUCTOR AMPERE CAPACITY AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.

CONDUIT SHALL NOT CONTAIN MORE FOUR (4) QUARTER BENDS (360°) BETWEEN PULL BOX POINTS.

ALL CONDUITS THROUGH WALLS SHALL BE GROUTED OR SEALED INTO OPENINGS. WHERE CONDUIT PENETRATES FIREWALLS AND FLOORS, SEAL WITH A UL LISTED SEALANT. SEAL INTERIOR OF CONDUIT AT EXTERIOR ENTRIES.

PROVIDE A POLYPROPYLENE PULL CORD WITH 2000 LBS. TENSILE STRENGTH IN EACH EMPTY CONDUIT.

EXPOSED CONDUIT ON EXTERIOR WALLS OR ABOVE ROOF WILL NOT BE ALLOWED.

BOXES

CAST BOXES SHALL BE USED IN EXTERIOR LOCATIONS, AND WET LOCATIONS.

26 09 33 LIGHTING CONTROL SYSTEMS

PERFORMANCE STATEMENT: THIS SPECIFICATION SECTION AND THE ACCOMPANYING LIGHTING DESIGN DOCUMENTS DESCRIBE THE MINIMUM MATERIAL, QUALITY, REQUIRED FEATURES, AND OPERATIONAL REQUIREMENTS OF THE LIGHTING CONTROL SYSTEM (LCS). THESE DOCUMENTS DO NOT CONVEY EVERY WIRE THAT MUST BE INSTALLED AND EVERY EQUIPMENT CONNECTION THAT MUST BE MADE. BASED ON THE PERFORMANCE REQUIRED OF THE SYSTEM, AS PRESENTED IN THESE DOCUMENTS, THE CONTRACTOR AND SYSTEM MANUFACTURER/VENDOR ARE SOLELY RESPONSIBLE FOR DETERMINING ALL EQUIPMENT, WIRING, AND PROGRAMMING REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.

PROVIDE AN INTEGRATED LIGHTING CONTROLS SYSTEM CONSISTING OF PANELS, POWER SUPPLIES, CONTROLLERS, SENSORS, RELAYS, SWITCHES, DEVICES, WIRING, ETC. NECESSARY TO PERFORM THE LIGHTING CONTROL SEQUENCE OF OPERATION, AS DEFINED ON THE PLANS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THAT ALL COMPONENTS AND LUMINAIRES INTEROPERATE AS A SINGLE SYSTEM.

SEQUENCE OF OPERATION: DESCRIBES THE REQUIRED OPERATION AND PERFORMANCE FOR LIGHTING CONTROL IN EACH SPACE. SEQUENCES OF OPERATION ARE INDICATED ON THE DRAWINGS.

DRAWINGS: THE DRAWINGS INCLUDE SEQUENCES OF OPERATION, LOCATIONS OF CONTROL INTERFACE DEVICES, SENSORS, AND CONTROL ZONES. WIRING AND ADDITIONAL EQUIPMENT TO MAKE A COMPLETE AND FUNCTIONING SYSTEM HAS NOT BEEN SHOWN, BUT SHALL BE SUBMITTED WITH THE SHOP DRAWINGS.

LOCAL DAYLIGHTING CONTROLS
[SW-LS-PC]: STANDALONE EXTERIOR PHOTO SENSOR – WEATHERPROOF ENCLOSURE: PARAGON, TORK, INTERMATIC.

TIME SWITCH
[TC-1]: ASTRONOMICAL TIME SWITCH - 7-DAY, LCD DISPLAY: PARAGON EC71ST, TORK DWZ100A, INTERMATIC ET70115C

LIGHTING CONTACTOR
[LC-1]: ELECTRICALLY HELD – 120V – 30 AMP CONTACTS – TYPE 1 ENCLOSURE: SCHNEIDER ELECTRIC 8903 SERIES, EATON CORPORATION C30CN/CN35 SERIES, ABB.

26 51 00 LIGHTING

SUBMIT PRODUCT DATA SHEETS FOR LUMINAIRES, LED LIGHTING ENGINES, DRIVERS, AND POLES. INCLUDE COMPLETE PRODUCT MODEL NUMBER WITH ALL OPTIONS AS SPECIFIED. SUBMITTAL SHALL BE ARRANGED WITH LUMINAIRES LISTED IN ASCENDING ORDER, AND WITH EACH LUMINAIRE'S ASSOCIATED LED LIGHT ENGINE, DRIVER, OR POLE INFORMATION FOLLOWING LUMINAIRE'S PRODUCT DATA.

SUBMIT LIGHTING CONTROL CAPABILITY DATA FOR EACH LUMINAIRE. THE SUBMITTAL SHALL CLEARLY IDENTIFY DEVICE DATA PROPOSED BY THE CONTRACTOR AND APPROVED BY THE LUMINAIRE MANUFACTURER FOR SWITCHING, AND SIMILAR CONTROL CHARACTERISTICS.

DELIVER PRODUCTS TO SITE. PROTECT LUMINAIRE FINISHES, LENSES, AND TRIMS FROM DAMAGE DURING STORAGE AND INSTALLATION. DO NOT REMOVE PROTECTIVE FILMS UNTIL CONSTRUCTION CLEANUP WITHIN EACH AREA IS COMPLETE. HANDLE SITE LIGHTING POLES CAREFULLY TO PREVENT BREAKAGE AND DAMAGE TO FINISH.

THE WARRANTY PERIOD BEGINS AT THE DATE OF SUBSTANTIAL COMPLETION. PROVIDE LED LIGHT ENGINES AND DRIVERS WITH A FIVE (5) YEAR WARRANTY. PROVIDE EXTERIOR FINISH ON POLES WITH THREE (3) YEAR WARRANTY.

EXTERIOR LUMINAIRES SHALL BE LISTED FOR WET OR DAMP LOCATION AS SCHEDULED. PROVIDE INGRESS PROTECTION (IP) RATING WHEN SCHEDULED. PROVIDE LOW TEMPERATURE LED DRIVERS, WITH RELIABLE STARTING TO -20°F.

LIGHTING POLES SHALL BE SQUARE STRAIGHT STEEL LIGHTING POLE WITH EMBEDDED ANCHOR BASE.

REPLACE FAILED LED LIGHT ENGINE MODULES OR ARRAYS AT COMPLETION OF WORK.

ALIGN LUMINAIRES AND CLEAN LENSES AND DIFFUSERS AT COMPLETION OF WORK. CLEAN PAINT SPLATTERS, DIRT, AND DEBRIS FROM INSTALLED LUMINAIRES. TOUCH UP LUMINAIRE AND POLE FINISH AT COMPLETION OF WORK.

POLE IDENTIFICATION: PROVIDE ADHESIVE LABELS, FIELD MARKINGS, NAMEPLATES AND SIGNS.

PUBLIC HOUSING ADMINISTRATION

Sunset Park Housing - Site Lighting Improvements

2806 Bloomington Lane
Muscatine, IA 52761

City of Muscatine, Iowa

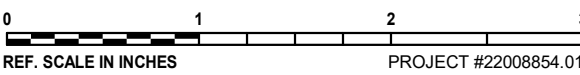


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BID DOCUMENTS

Issue
Date 12-08-2023
Project # 2200854.01
Drawn SEJCHI
Checked GAUSHA
Approved MATSNY

SHEET TITLE

SPECIFICATIONS - ELECTRICAL

SCALE

Scale:

SHEET NUMBER

E400



City of Muscatine

ITEM NUMBER 2023-0574

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Resolution Approving the Contract and Bond for the Downtown Revitalization Program to Cornerstone Commercial Contractors, Inc. in the Amount up to \$1,320,023.00

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution approving a contract and bond with Cornerstone Commercial Contractors, Inc. for up to \$1,320,023.00 for the Downtown Revitalization Project (DTR).

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution.

BACKGROUND/DISCUSSION

Staff is requesting the Council adopt a resolution approving the contract to Cornerstone Commercial Contractors, Inc. in the amount of \$1,320,023.00 for construction in the 200 block of East 2nd Street as part of the Downtown Revitalization Project (DTR) and related bond.

Each year the IEDA allocates CDBG funds to the Downtown Revitalization (DTR) Program to assist communities to improve the attractiveness of their core business district. Communities are eligible for up to \$650,000 to improve at least eight buildings in the downtown core. This is primarily a façade program, which requires defining a target area that is blighted with at least 25% of the buildings being in a fair or poor condition. Previously, Council authorized \$100,000 annually in tax increment to support a local façade program. Funds first became available in FY21, but when covid started the program was not implemented. During this delay, staff became aware of the DTR program, and it was determined the best use of the resources would be to leverage them to pursue a grant.

Staff sent letters to each downtown property owner to evaluate interest in a façade project. Based on responses, staff mapped the potential properties to determine the areas with the most contiguous interest and where a façade project would have the most impact and meet the DTR guidelines. Ultimately, the north side of the 200 block of East 2nd Street was selected.

Simultaneously, a request for qualifications was sent to architectural firms to prepare the preliminary designs required to submit the grant. Martin Gardner Architecture was selected and a contract for services was entered in August 2021. Bi-State Regional Planning Commission was then contacted about preparing the application.

All property owners in the target block were invited to an orientation meeting in May 2022 which was followed by individual meetings with the designated architect to discuss the goals and vision. It is typical after the IEDA and City funds for owners to contribute approximately 30% of the project costs. Owners of all but two of the 15 properties on the block participated in this process and completed the preliminary design phase, but 2 additional properties withdrew before the request for bids was issued.

At the October 10, 2022, City Council meeting, Council approved submitting an application for a DTR grant that would address 11 properties on the target block and include a commitment of \$250,000 in tax increment financing as match. At the March 16 meeting of City Council, a grant award of \$650,000 was accepted and a contract with Martin Gardner Architecture, P.C. for design services was approved.

Martin Gardner has completed the design and developed a cost estimate for the project. A public hearing was held on the plans, specifications, form of contract and cost estimate at the September 14 meeting of City Council. Following the public hearing, the Council approved all of these documents and the bid was let September 15. A bid opening was held October 11, and three responsive bids were received. Cornerstone Commercial Contractors, Inc. had the lowest bid at \$1,320,023. This is \$163,000 over the estimated project costs and will be covered with private investment and tax increment financing allocated to the facade program. Council awarded the contract to Cornerstone at the October 29 meeting, and staff has been working with property owners and contractors since then to finalize participation and the contract.

The attached resolution approves the contract and bond and authorizes the Mayor and City Clerk to execute the contract. A reconstruction meeting will be held with the contract and all construction will be complete by fall 2024.

CITY FINANCIAL IMPACT

There will be no impact to the general fund. Contract expenses will be paid with grant funds, tax increment allocated to the downtown façade program, and private investment.

ATTACHMENTS

1. Resolution Approving DTR Contract-Bond
2. Muscatine DTR Construction Contract

RESOLUTION NO.
RESOLUTION APPROVING THE CONTRACT AND BOND
FOR THE 2023 DOWNTOWN REVITALIZATION PROJECT

WHEREAS, Council awarded the contract in an amount not to exceed \$1,320,023 to Cornerstone Commercial Contractors, Inc. for the 2023 Downtown Revitalization (DTR) Project at their October 19, 2023, meeting; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this project with said contractor, subject to final approval by this Council; and

WHEREAS, the contract and bond have been examined by this Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, Iowa, that:

1. The above contract between the City of Muscatine, Iowa, and Cornerstone Commercial Contractors, Inc. dated the 7th day of December, 2023, in an amount not to exceed \$1,320,023 is approved.
2. The performance bond accompanying such contract, wherein Cornerstone Commercial Contractors, Inc. appears as principal and Granite, RE appears as surety, is approved.

The original executed contract and performance bond shall be placed on file in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 7th DAY OF December, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Dr. Brad Bark, Mayor

ATTEST

Carol Webb, City Administrator



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Nineteenth day of October in the year Two Thousand Twenty-three.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Muscatine, Iowa

215 Sycamore Street

Muscatine, IA 52761

Telephone Number: 563-262-4141

and the Contractor:

(Name, legal status, address and other information)

Cornerstone Commercial Contractors, Inc.

401 7th Street

Corning, IA 50841

Telephone Number: 641-322-3862

for the following Project:

(Name, location and detailed description)

Muscatine Downtown Facade Revitalization

Downtown Business District

Muscatine, IA 52761

Renovation to 11 existing Downtown Muscatine storefront buildings as listed below, described in the construction documents, and generally includes selective demolition, door, window, and wall repair and replacement, painting, masonry renovation such as brick replacement, repointing, repair, and work associated with these items.

The Architect:

(Name, legal status, address and other information)

Martin Gardner Architecture, P.C.

700 11th Street, Suite 200

Marion, IA 52302

Telephone Number: 319-377-7604

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
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- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph Deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs Deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

(Paragraph Deleted)

[X] By the following date: Substantial Completion no later than December 4, 2024 and fully completed and ready for acceptance no later than January 3, 2025.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
All Portions of the Work	Substantial Completion no later than December 4, 2024 and fully completed and ready for acceptance no later than January 3, 2025.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Million Three Hundred Twenty Thousand Twenty-three Dollars and Zero Cents (\$ 1,320,023.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Table Deleted)

Not-Applicable

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table Deleted)

Not Applicable

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
No. 1: Light fixture allowance for new light fixtures where shown on construction documents, but no specific product is called out for on the Lighting Legend on sheet A301. The above allowance includes material cost, freight, and delivery to project site, but does not include labor.	\$550.00 per fixture
No. 2: Repairing historic mosaic tile for 209 E as shown on the construction documents, but not fully detailed. The above allowance includes material cost, freight and delivery to the project site, labor, and installation for the tile repairs.	\$1,200.00 lump sum
No. 3: Lump Sum Allowance for 205 E: Include a \$7,700 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, adding surface mounted metal paneling to match historic photo, Spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting is part of base bid and not part of this allowance.	\$7,700.00 lump sum

No. 4: Lump Sum Allowance for 217 E: Include a \$5,500 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting is part of base bid and not part of this allowance.	\$5,500.00 lump sum
No. 5: Lump Sum Allowance for 221 E: Include a \$4,000 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting is part of base bid and not part of this allowance.	\$4,000.00 lump sum
No. 6: Lump Sum Allowance for 223 E: Include a \$4,000 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting and window sill repair called out for in keynote A144 are part of base bid and not part of this allowance.	\$4,000.00 lump sum
No 7: Lump Sum Allowance for 205 E, 209 E, 211 E: Include a \$800 allowance for each building for repairing existing window brickmold, with either Abatron wood patching system or splicing in matching wood depending on severity of deterioration. Abatron wood patching system includes treatment with LiquidWood and subsequent repair with WoodEpox. Repainting brickmold is part of base bid and not part of this allowance.	\$800.00 lump sum per building
No 8 : Lump Sum Allowance for 203 E: Include a \$1,100 allowance for repairing existing window brickmold, with either Abatron wood patching system or splicing in matching wood depending on severity of deterioration. Abatron wood patching system includes treatment with LiquidWood and subsequent repair with WoodEpox. Repainting brickmold is part of base bid and not part of this allowance.	\$1,100.00 lump sum

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table Deleted)

See attached Exhibit B – Unit Prices Proposal Form dated October 11, 2023.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Not-Applicable

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

This Project is required to use Davis Bacon Wage Rates. It is the Contractor(s) responsibility to use the correct rates.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Last day of the Month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5.00%) Percent

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable.

Init.

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User Notes:

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Should the Contractor exceed the Final Completion date by Thirty (30) days or more the Owner reserves the right to reduce the amount owed on the Final Certificate for Payment by the amount of the Owner’s additional consultant fees, and reasonable other costs and expenses incurred directly or indirectly related to the delay in completion of the Project.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Upon Issuance of the Architect’s Final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

18.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph Deleted)

[X] Litigation in a court of competent jurisdiction

(Paragraph Deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

All completed and stored work and fees as shown on the Certificate for Payment at the date of termination, plus Ten Percent (10.00%) of Contractor’s overhead and profit fee remaining at the date of termination. Contractor shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)
Jodi Royal-Goodwin, Community Development Director
City of Muscatine, Iowa
215 Sycamore Street
Muscatine, IA 52761
Telephone Number: 563-262-4141

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Jason Kentner, Owner
Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841
Telephone Number: 641-322-3862

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2017.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Bid Bond	Five Percent (5.00%) of bid amount.
Performance, Labor, and Payment Bond	One Hundred Percent (100.00%) of Construction Cost.
Builders Risk Insurance	Provided by the Owner

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable.

§ 8.7 Other provisions:

Not Applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2

AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraph Deleted)

.3 Drawings:

(Paragraphs Deleted)

Number	Title	Date
A100	203 E 2 ND STREET	9/15/2023
A101	205 E 2 ND STREET	9/15/2023
A102	207 E 2 ND STREET	9/15/2023
A103	209 E 2 ND STREET	9/15/2023
A104	211 E 2 ND STREET	9/15/2023
A105	215 E 2 ND STREET	9/15/2023
A106	217 E 2 ND STREET	9/15/2023
A107	219 E 2 ND STREET	9/15/2023
A108	221 E 2 ND STREET	9/15/2023
A109	223 E 2 ND STREET	9/15/2023
A110	225 E 2 ND STREET	9/15/2023
A300	DETAILS	9/15/2023
A301	DETAILS/LIGHT FIXTURE SCHEDULE	9/15/2023

(Paragraph Deleted)

.4 Specifications: See attached Exhibit A – Project Manual Table of Contents

(Table Deleted)

.5 Addenda, if any:

Number	Date	Pages
Addendum #1	9/29/2023	233
Addendum #2	10/06/2023	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs Deleted)

(Table Deleted)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A201-2017	General Conditions of the Contract for Construction	September 15, 2023	All
Division 00	Procurement and Contract Requirements	September 15, 2023	4-54
Division 01	General Requirements	September 15, 2023	55-140

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit B – Unit Prices Proposal Form dated October 11, 2023.

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

OWNER (Signature)

Brad Bark,Mayor
(Printed name and title)

CONTRACTOR (Signature)

Jason Kentner,Owner
(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:04:49 ET on 12/01/2023.

PAGE 1

AGREEMENT made as of the Nineteenth day of October in the year Two Thousand Twenty-three.

...

City of Muscatine, Iowa
215 Sycamore Street
Muscatine, IA 52761
Telephone Number: 563-262-4141

...

Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841
Telephone Number: 641-322-3862

...

Muscatine Downtown Facade Revitalization
Downtown Business District
Muscatine, IA 52761
Renovation to 11 existing Downtown Muscatine storefront buildings as listed below, described in the construction documents, and generally includes selective demolition, door, window, and wall repair and replacement, painting, masonry renovation such as brick replacement, repointing, repair, and work associated with these items.

...

Martin Gardner Architecture, P.C.
700 11th Street, Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604

PAGE 2

~~[]~~ The date of this Agreement.

...

☒ A date set forth in a notice to proceed issued by the Owner.

...

~~[-]~~ Established as follows:

...

(Insert a date or a means to determine the date of commencement of the Work.)

...

~~[-]~~ Not later than (-) calendar days from the date of commencement of the Work.

PAGE 3

[X] By the following date: Substantial Completion no later than December 4, 2024 and fully completed and ready for acceptance no later than January 3, 2025.

...

<u>All Portions of the Work</u>	<u>Substantial Completion no later than December 4, 2024 and fully completed and ready for acceptance no later than January 3, 2025.</u>
---------------------------------	--

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Million Three Hundred Twenty Thousand Twenty-three Dollars and Zero Cents (\$ 1,320,023.00), subject to additions and deductions as provided in the Contract Documents.

...

Item	Price
------	-------

...

Not-Applicable

...

Item	Price	Conditions for Acceptance
------	-------	---------------------------

...

Not Applicable

PAGE 4

Item	Price
No. 1: <u>Light fixture allowance for new light fixtures where shown on construction documents, but no specific product is called out for on the Lighting Legend on sheet A301. The above allowance includes material cost, freight, and delivery to project site, but does not include labor.</u>	<u>\$550.00 per fixture</u>
No. 2: <u>Repairing historic mosaic tile for 209 E as shown on the construction documents, but not fully detailed. The above allowance includes material cost, freight and delivery to the project site, labor, and installation for the tile repairs.</u>	<u>\$1,200.00 lump sum</u>
No. 3: <u>Lump Sum Allowance for 205 E: Include a \$7,700 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, adding surface mounted metal paneling to match historic photo, Spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting is part of base bid and not part of this allowance.</u>	<u>\$7,700.00 lump sum</u>
No. 4: <u>Lump Sum Allowance for 217 E: Include a \$5,500 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting is part of base bid and not part of this allowance.</u>	<u>\$5,500.00 lump sum</u>
No. 5: <u>Lump Sum Allowance for 221 E: Include a \$4,000 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting is part of base bid and not part of this allowance.</u>	<u>\$4,000.00 lump sum</u>
No. 6: <u>Lump Sum Allowance for 223 E: Include a \$4,000 allowance for repairing oriel window cladding, which may include the following: sealing of open joints, selective replacement of decorative metal elements, spot repair with polyester resin metal patching compound. The above allowance includes all labor and material to complete repairs. Repainting and window sill repair called out for in keynote A144 are part of base bid and not part of this allowance.</u>	<u>\$4,000.00 lump sum</u>
No 7: <u>Lump Sum Allowance for 205 E, 209 E, 211 E: Include a \$800 allowance for each building for repairing existing window brickmold, with either Abatron wood patching system or splicing in matching wood depending on severity of deterioration. Abatron wood patching system includes treatment with LiquidWood and subsequent repair with WoodEpoxy. Repainting brickmold is part of base bid and not part of this allowance.</u>	<u>\$800.00 lump sum per building</u>
No 8 : <u>Lump Sum Allowance for 203 E: Include a \$1,100 allowance for repairing existing window brickmold, with either Abatron wood patching system or splicing in matching wood depending on severity of deterioration. Abatron wood patching system includes treatment with LiquidWood and subsequent repair with WoodEpoxy. Repainting brickmold is part of base bid and not part of this allowance.</u>	<u>\$1,100.00 lump sum</u>

Item	Price	
Item	Units and Limitations	Price per Unit (\$0.00)

...

See attached Exhibit B – Unit Prices Proposal Form dated October 11, 2023.

...

Not-Applicable

...

This Project is required to use Davis Bacon Wage Rates. It is the Contractor(s) responsibility to use the correct rates.

PAGE 5

Last day of the Month.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

...

Five (5.00%) Percent

...

Not Applicable.

PAGE 6

Should the Contractor exceed the Final Completion date by Thirty (30) days or more the Owner reserves the right to reduce the amount owed on the Final Certificate for Payment by the amount of the Owner's additional consultant fees, and reasonable other costs and expenses incurred directly or indirectly related to the delay in completion of the Project.

...

Not Applicable

...

Upon Issuance of the Architect's Final Certificate for Payment.

...

18.00 % per annum

...

Architect

PAGE 7

☐ ~~Arbitration pursuant to Section 15.4 of AIA Document A201-2017~~

...

☒ Litigation in a court of competent jurisdiction

...

☐ ~~Other (Specify)~~

...

All completed and stored work and fees as shown on the Certificate for Payment at the date of termination, plus Ten Percent (10.00%) of Contractor's overhead and profit fee remaining at the date of termination. Contractor shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

...

Jodi Royal-Goodwin, Community Development Director

...

City of Muscatine, Iowa

...

215 Sycamore Street

Muscatine, IA 52761

Telephone Number: 563-262-4141

...

Jason Kentner, Owner

Cornerstone Commercial Contractors, Inc.

401 7th Street

Corning, IA 50841

Telephone Number: 641-322-3862

PAGE 8

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor ~~where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ and elsewhere in the Contract Documents.

...

§ 8.5.2 The Contractor shall ~~purchase and maintain insurance and provide bonds as set forth in AIA Document A101™-2017 Exhibit A, Article 11 of AIA Document A201-2017.~~

...

and elsewhere in the Contract Documents (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

...

<u>Type of insurance or bond</u>	<u>Limit of liability or bond amount (\$0.00)</u>
<u>Bid Bond</u>	<u>Five Percent (5.00%) of bid amount.</u>
<u>Performance, Labor, and Payment Bond</u>	<u>One Hundred Percent (100.00%) of Construction Cost.</u>
<u>Builders Risk Insurance</u>	<u>Provided by the Owner</u>

...

Not Applicable.

...

Not Applicable.

...

~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

~~.3—AIA Document A201™ 2017, General Conditions of the Contract for Construction~~

...

~~.4—AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

~~.3 Drawings:~~

...

(Insert the date of the E203-2013 incorporated into this Agreement.)

...

~~.5 Drawings~~

...

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>A100</u>	<u>203 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A101</u>	<u>205 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A102</u>	<u>207 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A103</u>	<u>209 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A104</u>	<u>211 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A105</u>	<u>215 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A106</u>	<u>217 E 2ND STREET</u>	<u>9/15/2023</u>

<u>A107</u>	<u>219 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A108</u>	<u>221 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A109</u>	<u>223 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A110</u>	<u>225 E 2ND STREET</u>	<u>9/15/2023</u>
<u>A300</u>	<u>DETAILS</u>	<u>9/15/2023</u>
<u>A301</u>	<u>DETAILS/LIGHT FIXTURE SCHEDULE</u>	<u>9/15/2023</u>

Number	Title	Date
...		
.6 Specifications		
...		
<u>.4</u>	Specifications: See attached Exhibit A – Project Manual Table of Contents	

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Section	Title	Date	Pages
...			
.7 <u>.5</u> Addenda, if any:			
...			
<u>Number</u>	<u>Date</u>	<u>Pages</u>	
<u>Addendum #1</u>	<u>9/29/2023</u>	<u>233</u>	
<u>Addendum #2</u>	<u>10/06/2023</u>	<u>3</u>	

Number	Date	Pages
...		
.8 <u>.6</u> Other Exhibits:		
...		
[-] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:		
...		

(Insert the date of the E204-2017 incorporated into this Agreement.)

[-] The Sustainability Plan:

...

Title	Date	Pages
-------	------	-------

...

[X] Supplementary and other Conditions of the Contract:

...

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>AIA A201-2017</u>	<u>General Conditions of the Contract for Construction</u>	<u>September 15, 2023</u>	<u>All</u>
<u>Division 00</u>	<u>Procurement and Contract Requirements</u>	<u>September 15, 2023</u>	<u>4-54</u>
<u>Division 01</u>	<u>General Requirements</u>	<u>September 15, 2023</u>	<u>55-140</u>

Document	Title	Date	Pages
----------	-------	------	-------

...

~~.9~~.7 Other documents, if any, listed below:

...

Exhibit B – Unit Prices Proposal Form dated October 11, 2023.

...

<u>Brad Bark,Mayor</u>	<u>Jason Kentner,Owner</u>
------------------------	----------------------------

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kyle Martin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:04:49 ET on 12/01/2023 under Order No. 4104245199 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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SPECIFICATIONS

MUSCATINE DOWNTOWN FACADE REVITALIZATION
215 SYCAMORE STREET, MUSCATINE, IA 52761
ARCHITECT PROJECT NO. I216101SEPTEMBER 15, 2023 ^{Exhibit B}

SECTION 004114 – UNIT PRICES – FORM OF PROPOSAL

FORM OF PROPOSAL FOR
GENERAL CONSTRUCTION UNIT PRICESMuscatine Downtown Façade Revitalization
Muscatine, Iowa 52761DATE: 10-11-2023
PROJECT NO: I216101This form is required to be attached to the Bid Form.Name of Bidder: Cornerstone Commercial Contractors, Inc. a corporation/a partnership/an-
individual (strike out Inapplicable terms) doing business as Cornerstone Commercial Contractors, Inc.To: City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

The undersigned, having examined the contract documents and having familiarized himself with the nature of the work to be done and the conditions under which the work will be performed, in accordance with the drawings and specifications proposes to provide the required labor, services, materials and equipment, and to perform the work required for completion of the project at the price set forth hereafter.

UNIT PRICE TABULATION SHEET:

This form must be submitted by all Bidders with the Bid Form AT THE TIME OF THE BID OPENING. The Owner reserves the right to reject the bid of the Contractor should the costs shown appear unreasonable. Prices are to be used in computing additional costs and credits for work on the project.

ESTIMATED QUANTITIES			
NO.	ITEM	UNIT	UNIT PRICE
1	Additional brick, limestone or clay tile mortar joint repointing. Includes removing mortar joints and repointing with mortar as specified.	LF Joint	45.00
2	Cost per brick unit to remove existing brick from the wall and install new (standard) brick. Brick is to be an approved color match for the building.	Per Brick	30.00
3	Cost per brick unit to remove existing brick from the wall and install custom-made brick to match on the building. Custom brick color to be as approved for the building.	Per Brick	40.00
4	Patch/repair/paint interior plaster wall finish to match existing adjacent wall in areas not already noted for work.	SF	35.00
5	Additional joint sealant on building already noted to have work. Includes removing old sealant and installing new sealant with backer rod.	LF Joint	22.00
6	Additional limestone repair with stone patching compound as specified.	1/8 CF (6"x 6"x 6" cube)	300.00

SPECIFICATIONS

MUSCATINE DOWNTOWN FACADE REVITALIZATION
215 SYCAMORE STREET, MUSCATINE, IA 52761
ARCHITECT PROJECT NO. I216101SEPTEMBER 15, 2023 ^{Exhibit B}

The undersigned bidder states that this proposal is made in conformity with contract documents and agrees that, in the event of any discrepancies or differences between any condition of his proposal and the contract documents prepared by Martin Gardner Architecture, P.C., Kyle D. Martin, A.I.A., the provisions of the latter shall prevail.

The contractor in submitting this proposal agrees that the above schedule is acceptable and that he has made all provisions in his proposal to deliver the items shown provided the Owner accepts the previously submitted lump sum proposal or combination of proposals and submits to the contractor a Notice to Proceed or a contract for construction within forty-five (45) working days of the receipt of bids. If Notice to Proceed or the contract is received after forty-five (45) days than that number of days shall be added to the above completion date.

The contractor hereby submits this unit price proposal.

BIDDER: Cornerstone Commercial Contractors, Inc. Corporate Seal (if any)

BY: _____


(Authorized Signature)TITLE: owner

Certificate Of Completion

Envelope Id: 3FC4863D41BB42C3921B0F6913D0CA6B

Status: Sent

Subject: Complete with DocuSign: Muscatine Facades Revised Construction Contract

Source Envelope:

Document Pages: 22

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Justin Hoff

AutoNav: Enabled

700 11th St., Ste. 200

Enveloped Stamping: Enabled

Marion, IA 52302

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

justinh@martingardnerarch.com

IP Address: 209.252.169.97

Record Tracking

Status: Original

Holder: Justin Hoff

Location: DocuSign

12/1/2023 6:06:10 AM

justinh@martingardnerarch.com

Signer Events**Signature****Timestamp**

Brad Bark

Sent: 12/1/2023 6:09:05 AM

bbark@muscatineiowa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jason Kentner

Sent: 12/1/2023 6:09:05 AM

jason.kentner@cornercc.com

Viewed: 12/1/2023 7:50:37 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kyle Martin

Sent: 12/1/2023 6:09:04 AM

kylem@martingardnerarch.com

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bethany Jordan

Sent: 12/1/2023 6:09:06 AM

bethanyj@martingardnerarch.com

COPIED

Architect

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Jamie Johnston jamie@cornercc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/1/2023 6:09:06 AM
Jodi Royal-Goodwin jroyal-goodwin@muscatineiowa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/1/2023 6:09:06 AM Viewed: 12/1/2023 7:51:39 AM
Kristin Neppl kristinn@martingardnerarch.com Office Manager Martin Gardner Architecture, P.C. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/1/2023 6:09:07 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/1/2023 6:09:07 AM
Payment Events	Status	Timestamps



City of Muscatine

ITEM NUMBER 2023-0575

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Richard Klimes, Parks and Recreation Director

SUBJECT

Resolution Accepting Completed Work Performed by Mid-American Golf & Landscape for the Soccer Complex Irrigation Replacement Project, Approving a Change Order in the amount of \$13,133.96, and Authorizing Final Payment of \$192,892.48, including 5% retainage to be released 30 days from the date of this acceptance.

EXECUTIVE SUMMARY

Presented for Council's consideration is a Resolution Accepting Completed Work Performed on the Soccer Complex Irrigation Replacement Project, Approving the Change Order and Authorizing Final Payment. The City has completed final inspection of the project and has deemed it to be in general conformance to the approved plans and specifications. The original contract with Mid-American Golf & Landscape, Inc. was for the amount of \$310,136.23. There was one change order to the contract for \$13,133.96. The total adjusted contract amount was \$323,270.19. The retainage on this project is \$16,163.52.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Resolution Accepting Completed Work, approving the change order and authorizing release of the retainage 30 days after approval.

BACKGROUND/DISCUSSION

The Muscatine Soccer Complex was built in 1992 and the original irrigation system is now due to be replaced. The City of Muscatine and Watersmith Engineering developed the plans and specifications for the Soccer Complex Irrigation Replacement Project. There was one change order in the amount of \$13,133.96 to add 3" irrigation mains to provide redundancy in the system to prevent system failure in case of extreme water line disruption. The project is complete and has passed inspection by staff and the project engineer.

CITY FINANCIAL IMPACT

In the FY 23/24 Muscatine Soccer Complex Budget, \$360,000.00 was approved for the Soccer Complex Irrigation Replacement Project. The project final cost, including contractor fees, engineering services and the change order amount to roughly \$342,370.19.

ATTACHMENTS

1. Resolution Accepting Completed Work Soccer Complex Irrigation Replacement Project (1)
(1)
2. Soccer Irrigation Project Change Order

RESOLUTION NO. 2023-0575

**RESOLUTION ACCEPTING COMPLETED WORK PERFORMED FOR THE
SOCCER COMPLEX IRRIGATION REPLACEMENT PROJECT, APPROVING
A CHANGE ORDER AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the Soccer Complex Irrigation Replacement Project, approving a change order and authorizing final payment; and

WHEREAS, the City of Muscatine entered into a contract for said project with Mid-American Golf & Landscape, Inc. for \$310,136.23 with one (1) change order in the amount of \$13,133.96, for a total contract amount of \$323,270.19; and

WHEREAS, all work under the contract has been completed by Mid-American Golf & Landscape Inc. and approved and accepted by the Project Engineer and appears to meet the requirements of the Plans and Specifications heretofore adopted by this Council, as evidenced by the Project Engineer's Certificate; and

WHEREAS, the amount of \$130,377.71 has been previously paid to Mid-American Golf & Landscape, Inc. and a balance of \$192,892.48, which includes the 5% retainage, remains due and payable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine hereby accepts completed work performed for the Soccer Complex Irrigation Replacement Project, approves the change order and authorizes immediate payment of \$176,728.96 to Mid-American Golf & Landscape, Inc.; thereafter make an additional payment of \$16,163.52, which represents the 5% retainage, thirty (30) days from the date of the adoption of this Resolution pursuant to Iowa Code Chapter 573.

PASSED, APPROVED, ADOPTED THIS 7th DAY OF December, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Dr. Brad Bark, Mayor

Carol Webb, City Clerk

CHANGE ORDER

Project Name City of Muscatine, Soccer Complex Irrigation System Replacement CO# 1

Project # 112.01 Contractor Mid-America Sports Construction Date 11/1/2023

This Change Order is to add 3" irrigation mains to provide redundancy in the system.

The revised work affects the following contract quantities:

Bid Item	Change in Quantity	Unit	Unit Price	Change Amount
5. 6" PVC Sleeve	21	LF	\$25.84	\$542.64
27. 4" Isolation Valves	3	EA	\$455.34	\$1,366.02
30. Sidewalk Removal and Replacement	30	SF	\$23.71	\$711.30
A2. 3" Main, HDPE	600	LF	\$16.85	\$10,110.00
A7. 4"x3" Reducer (Bushing, at 4" valves)	6	EA	\$32.15	\$192.90
A10. 3" 90 Degree Elbow, HDPE	2	EA	\$28.65	\$57.30
A14. 3"x3" Tee, HDPE	4	EA	\$38.45	\$153.80
Total Change Order Amount				\$13,133.96

Original Contract Amount: \$310,136.23
Previous Change Orders: \$0.00
Current Change Order: \$13,133.96
Amended Contract Amount: \$323,270.19

Change in completion date: None
Completion date: March 30, 2024

Copies of drawings or other documents are ☒ attached; ☐ already issued; ☐ being issued by Watersmith Engineering.

Drawings transmitted: G-002, C-101, C-103, C-105

Copy to:

• Jeff Lewis, Mid-America Sports Construction BY City of Muscatine
• Jeff Limburg, City of Muscatine TITLE Carol A. Webb
• Brad Roeth, Watersmith Engineering City Administrator



**WATERSMITH
ENGINEERING**

MARK	DESCRIPTION	DATE	APPR
2	LOOP MAINS	11/1/23	BWR
1	ADD DIMS	9/18/23	BWR
0	FOR BIDS	6/15/23	BWR

DESIGNED BY:	DATE:	SOLICITATION NO.:
BWR		

DRAWN BY:	CHECKED BY:	CONTRACT NO.:
XXX	BWR	112.01

SUBMITTED BY:	ISSUE DATE:	FILE NUMBER:
BWR	XX-XX-XX	

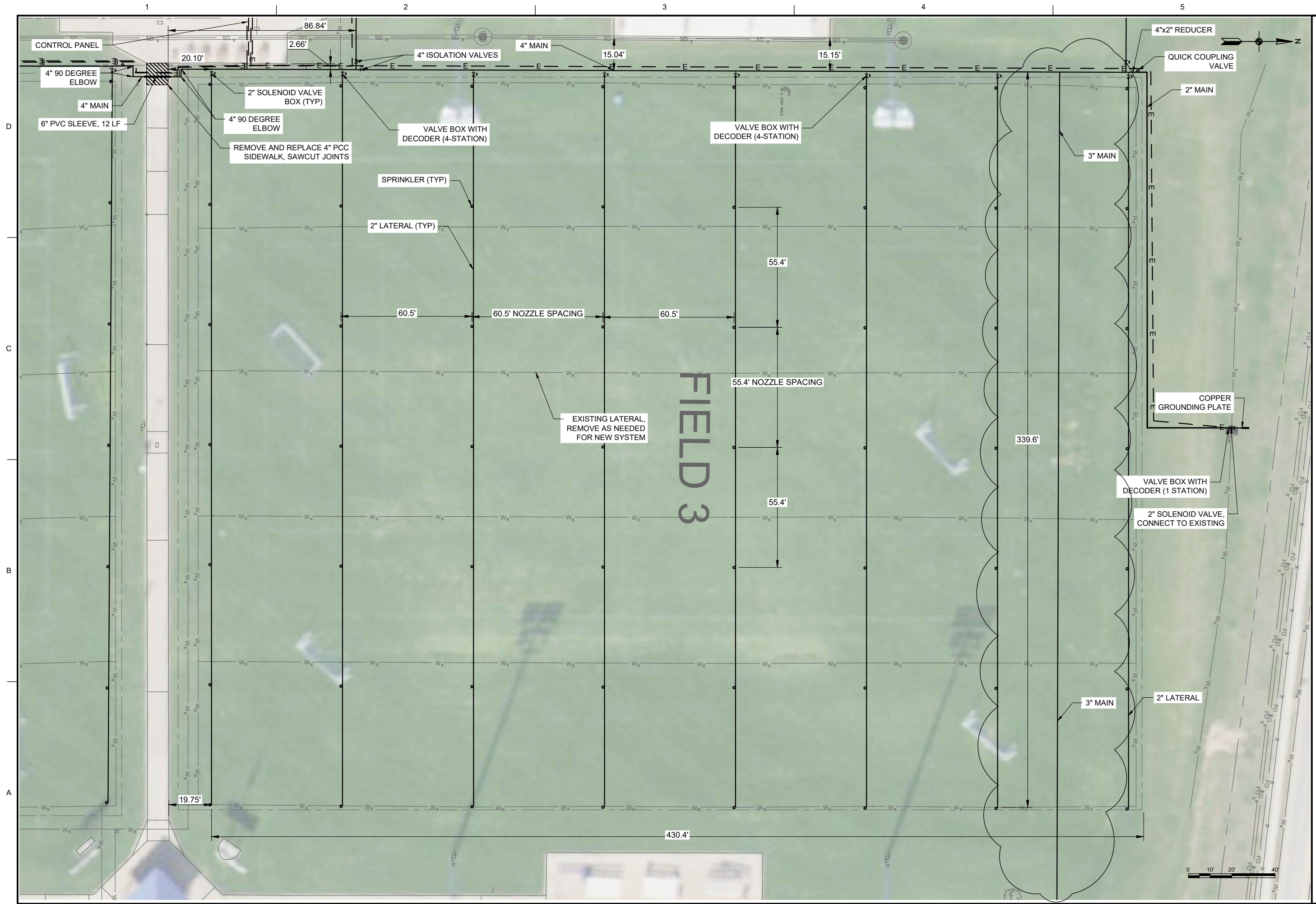
PLOT SCALE:	FILE NAME:
1"=40'	ANSI B

CITY OF MUSCATINE	155 S CAMDEN ST	MUSCATINE, IOWA 52761
CITY OF MUSCATINE SOCCER COMPLEX IRRIGATION SYSTEM REPLACEMENT MUSCATINE, IOWA		

CITY OF MUSCATINE	1029 HERSHEY AVE	MUSCATINE, IA 52761
WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761		

CITY OF MUSCATINE	SOCCER COMPLEX	IRRIGATION SYSTEM REPLACEMENT	MUSCATINE, IOWA
IRRIGATION PLAN FIELD 1			

SHEET IDENTIFICATION
C-101





**WATERSMITH
ENGINEERING**

MARK	DESCRIPTION	DATE	APPR
2	LOOP MAINS	11/1/23	BWR
1	ADD DIMS	9/18/23	BWR
0	FOR BIDS	8/15/23	BWR

DESIGNED BY:	DATE:	SOLICITATION NO.:
BWR		

DRAWN BY:	CHECKED BY:	CONTRACT NO.:
XXX	BWR	112.01

SUBMITTED BY:	ISSUE DATE:	FILE NUMBER:
BWR	XX-XX-XX	

PLOT SCALE:	FILE NAME:
1"=100'	ANSI B

CITY OF MUSCATINE	155 S. CAMDEN ST.	MUSCATINE, IOWA 52761
WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761		

CITY OF MUSCATINE	SOCCER COMPLEX	IRRIGATION SYSTEM REPLACEMENT	MUSCATINE, IOWA
IRRIGATION PLAN FIELD 3			

SHEET IDENTIFICATION
C-103



WATERSMITH
ENGINEERING

DESIGNED BY: BWR	DATE: 11/1/23	SOLICITATION NO.: BWR
DRAWN BY: XXX	CHECKED BY: BWR	CONTRACT NO.: 112.01
SUBMITTED BY: BWR	ISSUE DATE: XX-XX-XX	FILE NUMBER: XX-XX-XX
PLOT SCALE: ANSI B		FILE NAME: ANSI B

CITY OF MUSCATINE 165 S. CALHOUN ST. MUSCATINE, IOWA 52761	WATERSMITH ENGINEERING 1029 HERSHEY AVE MUSCATINE, IA 52761
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CITY OF MUSCATINE SOCCER COMPLEX IRRIGATION SYSTEM REPLACEMENT MUSCATINE, IOWA	IRRIGATION PLAN FIELD 5
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SHEET IDENTIFICATION C-105



City of Muscatine

ITEM NUMBER 2023-0576

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Richard Klimes, Parks and Recreation Director
Melissa Baker, Parks Supervisor

SUBJECT

Resolution Accepting Completed Work Performed by the Henley Group, LLC. for the Taylor Park Splashpad Project and Authorizing Final Payment of \$37,052.21, including 5% retainage to be released 30 days from the date of this acceptance.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a resolution accepting completed work performed for the Taylor Park Splashpad Project. The City has completed final inspection of the project and has deemed it to be in general conformance to the approved plans and specifications. The original contract with The Henely Group, LLC was for the amount of \$333,000.00. There were no change orders on this project. The retainage on this project is \$16,650.01.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Resolution Accepting Completed Work Performed and authorize release of retainage 30 days after approval.

BACKGROUND/DISCUSSION

The City of Muscatine and the project engineer developed the plans and specifications for the Taylor Park Splashpad Project, which is part of the Community Foundation of Greater Muscatine Southend Improvement Fund Projects. The improvement fund projects were developed in collaboration with the fund steering committee and several community groups to make recreational improvements in the southend portion of the Muscatine Community. The City Council approved the concept plan for the Community Foundation of Greater Muscatine Southend Improvement Fund projects at their regular meeting on October 7, 2021.

CITY FINANCIAL IMPACT

The costs associated with the Taylor Park Splashpad Project were funded by the Community Foundation of Greater Muscatine Southend Improvement Fund, a \$2,000,000.00 donation to the City. There was \$425,000.00 budgeted for this project. The total project, including

engineering and general contractor fees, amounted to \$384,300.00. The remaining balance will be used for benches and shade structures.

ATTACHMENTS

1. Resolution Accepting Completed Work-Taylor Park Splashpad Project (1)

RESOLUTION NO. 2023-0576

**RESOLUTION ACCEPTING COMPLETED WORK PERFORMED FOR THE
TAYLOR PARK SPLASHPAD PROJECT AND AUTHORIZING FINAL
PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the Taylor Park Splashpad Project; and

WHEREAS, the City of Muscatine entered into a contract for said project with The Henley Group, LLC for \$333,000.00 with no change orders; and

WHEREAS, all work under the contract has been completed by The Henley Group, LLC and approved and accepted by the Project Engineer and appears to meet the requirements of the Plans and Specifications heretofore adopted by this Council, as evidenced by the Project Engineer's Certificate; and

WHEREAS, the amount of \$295,947.79 has been previously paid to The Henley Group, LLC. and a balance of \$37,052.21, which includes the 5% retainage, remains due and payable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine make immediate payment of \$20,402.21 to The Henley Group, LLC. for completed and accepted work under the Taylor Park Splashpad Project; thereafter make an additional payment of \$16,650.01, which represents the 5% retainage, thirty (30) days from the date of this acceptance.

PASSED, APPROVED, ADOPTED THIS 7th DAY OF December, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Dr. Brad Bark, Mayor

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0577

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Kevin Coon, City Engineer
Brian Stineman, Public Works Director

SUBJECT

Resolution Accepting Completed Work by Heuer Construction, Inc. for the Fulliam Avenue Reconstruction Project - Phase 1 in the Amount of \$989,980.26.

EXECUTIVE SUMMARY

Presented for Council's consideration is a Resolution to Accept the Completed Work for Fulliam Avenue Reconstruction, Phase I Project in the amount of \$989,980.26. The awarded project amount was \$702,543.50. There were three change orders for Phase 1 which added to the cost of the project.

STAFF RECOMMENDATION

Approve the Resolution to Accept the Completed Work for the Fulliam Avenue Reconstruction Project, Phase 1 in the amount of \$989,980.26.

BACKGROUND/DISCUSSION

Fulliam Ave Reconstruction Project, Phase 1 was awarded to Heuer Construction, Inc. in April 2023 in the amount of \$702,543.50. Fulliam Avenue was completed enough to open to traffic in time for the 2023 school start. Finish work and punch list items have been completed.

CITY FINANCIAL IMPACT

Funds for this project are available from Road Use Tax in the Roadway Maintenance Budget.

ATTACHMENTS

1. Completed Work Res
2. Certificate of Final Completion Fulliam

RESOLUTION NO. 2023-0577

RESOLUTION ACCEPTING COMPLETED WORK PERFORMED UNDER

**FULLIAM AVE RECONSTRUCTION PROJECT – PHASE 1
AND AUTHORIZING FINAL PAYMENT**

WHEREAS, the City of Muscatine approved the Plans, Specifications, and Form of Contract for the Fulliam Ave Reconstruction Project – Phase I; and

WHEREAS, the City of Muscatine entered into a contract for said project with Heuer Construction for \$702,543.50 with three (3) change orders, for a total contract amount of \$989,980.26; and

WHEREAS, all work under the contract has been completed by Heuer Construction and approved and accepted by the City Engineer and appears to meet the requirements of the Plans and Specifications heretofore adopted by this Council, as evidenced by the Project Engineer's Certificate; and

WHEREAS, the amount of \$948,097.89 has been previously paid to Heuer Construction and a balance of \$41,882.37 including 5% retainage remains due and payable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, that the City of Muscatine make immediate payment of \$12,182.96 to Heuer Construction for completed and accepted work under the Fulliam Avenue Reconstruction Project, thereafter make an additional payment of \$31,392.30 which represents the 5% retainage thirty (30) days from the date of this acceptance.

PASSED, APPROVED, ADOPTED THIS 7TH DAY OF DECEMBER, 2023.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

BY: _____
Dr. Brad Bark, Mayor

Carol Webb, City Clerk

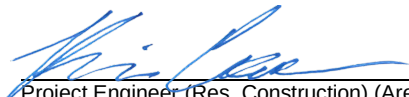


**CERTIFICATE of COMPLETION and
FINAL ACCEPTANCE of AGREEMENT WORK**

COMPANY: Heuer Construction COUNTY/CITY: City of Muscatine
ADDRESS: 2360 Blues Hwy Bypass 61,
Muscatine, IA PROJECT NO.: Fulliam Ave Reconst. Ph. 1
KIND OF WORK: Reconstruction of Fulliam Avenue From Kindler Ave to Green Acre Dr

AGREEMENT DATE: 6/1/23 FIELD COMPLETION DATE: 11/16/23

This is to certify that the work covered by the above referenced agreement has been completed in accordance with said agreement and is hereby accepted, subject to final audit of costs.

SIGNATURE:  DATE: November 30th, 2023
Project Engineer (Res. Construction) (Area Engineer) (County) (City) Year
(Consultant)

Approved and work accepted by the Board of Supervisors/City
Council of _____

this _____ day of _____, _____
Year

SIGNATURE: _____
Chairman/Mayor



City of Muscatine

ITEM NUMBER 2023-0578

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Kevin Coon, City Engineer
Randy Moeller, Vehicle and Equipment Maintenance Supervisor
Brian Stineman, Public Works Director

SUBJECT

Resolution to Approve a Contract and Bond with Central Petroleum Equipment Company for the Fuel System Replacement Project at the Public Works Facility, in the Amount of \$468,386.32.

EXECUTIVE SUMMARY

Resolution Approving the Contract and Bond for the Fuel System Replacement Project for Central Petroleum Equipment Company of Blue Grass, Iowa in the Amount of \$468,386.32

STAFF RECOMMENDATION

Staff Recommends Approval

BACKGROUND/DISCUSSION

Quotes were obtained from the two known designers and installers of fuel systems in the area for the replacement of the existing fuel tanks and all related equipment located at the Public Works building. Central Petroleum Equipment Company was the low quote with a price of \$468,386.32.

The existing fuel tanks are over twenty years old and are beyond their lifespan. Tanks beyond their lifespan are subject to inflated scrutiny from insurance companies. The existing fuel pumps are original to the building and are in disrepair.

CITY FINANCIAL IMPACT

This project is funded by a bond specific to this project.

ATTACHMENTS

1. Approve Contract Res (4)
2. Contract

3. Performance and Payment Bond

RESOLUTION 2023-0578

**APPROVING CONTRACT AND BOND
FUEL SYSTEM REPLACEMENT PROJECT**

WHEREAS, this Council has awarded the contract for the Fuel System Replacement Project to Central Petroleum Equipment Co., Inc. dated the 28th day of November, 2023, in the amount of \$468,386.32; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this project with said contractor, subject to final approval by this Council; and

WHEREAS, the contract and bond has been examined by this Council;

NOW, THEREFORE, IT IS RESOLVED that:

1. The above contract between the City of Muscatine, Iowa and Central Petroleum Equipment Co., Inc. dated the 28th day of November, 2023, in the amount of \$468,386.32 is approved.
2. The performance bond accompanying such contract, wherein Central Petroleum Equipment Co., Inc. appears as principal and Old Republic Surety Company appears as surety, is approved.

The original executed contract and performance bond shall be placed on file in the office of the City Clerk.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF DECEMBER, 2023.

Dr. Brad Bark, Mayor

ATTEST:

Carol Webb, City Administrator

CONTRACT

THIS AGREEMENT, made and entered into this 16th day of November, 2023, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "City" and Central Petroleum Equipment Company (CPEC), party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH

That the Contractor and the City for the consideration stated herein mutually agree as follows:

ARTICLE 1: Statement of work. The Contractor shall furnish all supervision, technical, personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services and perform all work required for the construction of the Fuel System Replacement Project, Muscatine, Iowa, all in strict accordance with the Contract Documents prepared by the City of Muscatine, Department of Public Works.

ARTICLE 2. The City will pay the Contractor for the performance of the contract, from funds legally available for that purpose. Payment shall be made per item completion with 10% of the contract cost payable for mobilization upon acceptance of the contract.

The Contractor shall provide surety bond in the amount of 100% of the contract and shall guarantee the maintenance of the improvement for a period of two (2) years after its completion and acceptance by the City.

The contract shall be completed by June 30, 2024.

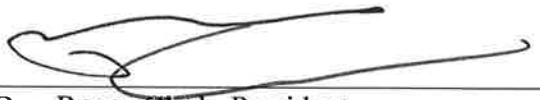
The contract amount is \$468,386.32.

IN WITNESS WHEREOF, the parties thereto have caused this AGREEMENT to be executed in triplicate original copies on the date and year first above written.

CITY OF MUSCATINE, IOWA

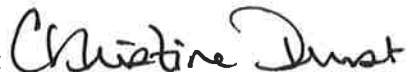
CENTRAL PETROLEUM EQUIPMENT CO.

By: Mayor Brad Bark



By: Roger Clark, President

ATTEST: _____
By: Carol Webb, City Administrator

ATTEST: 
By: Christine Durst, Controller

PERFORMANCE AND PAYMENT BOND

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

Old Republic Surety Company

(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

Four Hundred Sixty-Eight Thousand Three Hundred Eighty-Six and 32/100

DOLLARS (\$468,386.32) 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 November 16, 2023, entered into a Contract with Owner for the

FUEL SYSTEM REPLACEMENT PROJECT

in accordance with drawings and specifications prepared by the Department of Public Works, City of 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.

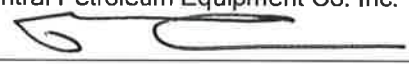
The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS 28th DAY OF November,

A.D. 2023.

IN THE PRESENCE OF:

Central Petroleum Equipment Co. Inc.

By: 

PRINCIPAL



WITNESS



TITLE

Old Republic Surety Company

By: 

SURETY Daniel P. Curran, Attorney-In-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
DANIEL P. CURRAN OF DAVENPORT, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE MILLION (\$25,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982,

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of September, 2018

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6TH day of September, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

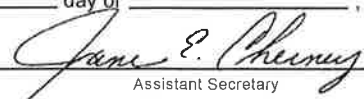
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-1817

Signed and sealed at the City of Brookfield, WI this 28th day of November, 2023


Assistant Secretary



City of Muscatine

ITEM NUMBER 2023-0579

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Accepting Dedications of Right of Way; Sanitary Sewer Easement; Public Street Improvements; and Public Sanitary Sewer Improvements from Love's Travel Stops & Country Stores.

EXECUTIVE SUMMARY

Presented for Council consideration is a resolution accepting the dedication of certain street and sanitary sewer improvements constructed by Love's Travel Stop & Country Stores as part of their project to develop a travel stop at the northeast corner of the U.S. 61/Grandview Avenue intersection.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution.

BACKGROUND/DISCUSSION

Love's has completed the development of a travel stop at the northeast corner of the U.S. 61/Grandview Avenue intersection. Certain street and sanitary sewer improvements were necessary to allow for the development of Love's at this site.

Street, sewer, and utility improvements made to facilitate the development of the Love's were designed to support future development on adjoining and nearby undeveloped areas. Development in these areas was not previously feasible due to the lack of street, sewer and utility infrastructure.

To foster further community growth and economic development, Love's agreed to design and construct street, sanitary sewer, and utility improvements that will support the development of surrounding areas. In exchange, the City would accept these improvements as public infrastructure upon completion and reimburse Love's, through tax increment financing, for a portion of the costs incurred in upsizing the infrastructure to serve needs beyond its immediate vicinity. This agreement between the City and Love's was formalized on June 9, 2022, with the City Council's approval of a development agreement.

The new travel stop and the accompanying street, sanitary sewer, and utility improvements have been completed and are fully operational. The City Engineer has inspected the public street and public sanitary sewer infrastructure improvements and found them to be satisfactory. The City should now accept the dedication of the street and sanitary sewer improvements as public infrastructure.

The resolution accepts the following as public infrastructure in accordance with the development agreement:

- Loves Way, a public street providing access to the U.S. 61 Bypass, which runs along the north side of the Love's property;
- A sanitary sewer lift station constructed at 2409 Grandview Avenue;
- A set of dual force sewer mains that tie the new lift station into the preexisting sanitary sewer network; and
- A gravity sewer main running from the new lift station to the north side of Loves Way.

Additionally, the resolution accepts the dedication of the right of way needed to accommodate Loves Way. It also accepts the grant of the easement necessary to construct a public gravity sewer main from the new lift station, along the east side of the Love's property to a terminus on the north side of Loves Way.

CITY FINANCIAL IMPACT

Upon approval of the resolution, the City will assume financial and operational responsibility for the accepted public infrastructure. This infrastructure has facilitated the development of the travel stop, positively impacting the City's property tax revenue. The infrastructure has also opened up a substantial amount of undeveloped land for future development, paving the way for further property tax revenue growth.

ATTACHMENTS

1. Resolution Accepting Dedication and Improvements
2. Map Depicting Location of Public Infrastructure Improvements
3. Loves Development Agreement (6-9-22)

RESOLUTION023-0579

RESOLUTION ACCEPTING DEDICATIONS OF RIGHT OF WAY; SANITARY SEWER EASEMENT; PUBLIC STREET IMPROVEMENTS; AND PUBLIC SANITARY SEWER IMPROVEMENTS (LOVE'S TRAVEL STOP)

WHEREAS, on June 9, 2022, City Council approved a development agreement with Love's Travel Stops & Country Stores, Inc.; and

WHEREAS, Love's has completed the development of a travel stop at the northeast corner of the U.S. 61/Grandview Avenue intersection. Certain street and sanitary sewer improvements were necessary to allow for the development of Love's at this site; and

WHEREAS, the street, sewer, and utility improvements made to facilitate the development of the Love's were designed to support the future development on adjoining and nearby areas where development had previously not been feasible due to the lack of infrastructure; and

WHEREAS, to foster further community growth and economic development, Love's agreed to design and construct street, sanitary sewer, and utility improvements that will support development of surrounding areas. In exchange, the City would accept these improvements as public infrastructure upon completion and reimburse Love's, through tax increment financing, for a portion of the costs incurred in upsizing the infrastructure to serve needs beyond its immediate vicinity. This agreement between the City and Love's was formalized as part of the approved development agreement; and

WHEREAS, the new travel stop and the accompanying street, sanitary sewer, and utility improvements have been completed and are fully operational. The City Engineer has inspected the public street and public sanitary sewer infrastructure improvements and found them to be satisfactory; and

WHEREAS, the City should now accept the dedication of the street and sanitary sewer improvements as public infrastructure; and

WHEREAS, Love's Travel Stops & Country Stores, Inc does hereby dedicate a parcel of land, needed for right-of-way purposes, needed for a portion a new City street, (Loves Way), said Parcel "J", recorded as Instrument No. 2022-03685 in Muscatine County Recorder's Office, more particularly described as:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE NORTH 01 DEGREE 03 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 610.85 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 287.09 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 61 BYPASS, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 34 MINUTES. 19 SECONDS EAST ALONG SAID SOUTH LINE, 219.88 FEET; THENCE SOUTH 73 DEGREES 31 MINUTES 54 SECONDS WEST, 26.77 FEET; THENCE SOUTH 86 DEGREES 47 MINUTES 03 SECONDS WEST, 145.10 FEET; THENCE SOUTH 72 DEGREES 46 MINUTES 18 SECONDS WEST, 29.35 FEET; THENCE SOUTH 46 DEGREES 18 MINUTES 41 SECONDS WEST, 20.86 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 61 BYPASS; THENCE NORTHERLY, 33.92 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1537.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 15 MINUTES 51 SECONDS, AND WHOSE CHORD BEARS NORTH 10 DEGREES 26 MINUTES 15 SECONDS WEST, 33.91 FEET TO THE POINT OF BEGINNING. CONTAINING 2,360 SQUARE FEET OR 0.054 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHT-OF-WAY RECORD AND NOT OF RECORD; and

WHEREAS, said dedication of right of way by Love's Travel Stops & Country Stores, Inc., is made by a signed Dedication of Right of Way attached hereto as "Exhibit A"; and

WHEREAS, a portion of Loves Way occurred on a parcel owned by the City of Muscatine, said Parcel "I", recorded as Instrument No. 2022-03684 in Muscatine County Recorder's Office, more particularly described as: PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN ME CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE NORTH 01 DEGREE 03 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 610.85 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 287.09 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 61 BYPASS, AND THE POINT OF BEGINNING; THENCE NORTHERLY, 60.49 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1537.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 17 SECONDS, AND WHOSE CHORD BEARS NORTH 08 DEGREES 40 MINUTES 41 SECONDS WEST, 60.48 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 19 SECONDS EAST ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, 595.49 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 00 SECONDS EAST, 60.00 FEET TO SAID SOUTH LINE; THENCE SOUTH 88 DEGREES 34 MINUTES 19 SECONDS WEST ALONG SAID

SOUTH LINE, 587.62 FEET TO THE POINT OF BEGINNING. CONTAINING 35,505 SQUARE FEET OR 0.815 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHT-OF-WAY RECORD AND NOT OF RECORD.; and

WHEREAS, with the completion of Loves Way, it is now necessary for the City to dedicate said parcel as public right of way; and

WHEREAS, Love's Travel Stops & Country Stores has constructed, in accordance with said development agreement, Loves Way; and

WHEREAS, Love's Travel Stops & Country Stores, Inc has requested that the City of Muscatine accept Loves Way as a public street; and

WHEREAS, the City Engineer has submitted a memo stating that Loves Way has been constructed to City standards; and

WHEREAS, said development agreement included certain sewer infrastructure improvements which the City of Muscatine agreed to accept as public infrastructure upon the satisfactory completion of their construction; and

WHEREAS, Love's Travel Stops & Country Stores, Inc. has presented to the City Council of Muscatine, Iowa, an easement plat, hereby attached as "Exhibit B" concerning part of the southwest quarter of Section 9, Township 76 North, Range 2 West of the 5th Principal Meridian, in City of Muscatine, Muscatine County, Iowa; and

WHEREAS, said plat grants a sanitary sewer easement on a 10' by 300' portion of a part of a tract for which a retracement plat was recorded as Instrument N0. 2020-01499 in the Office of the Muscatine County Recorder; and

WHEREAS, Love's Travel Stops & Country Stores, Inc. designed and constructed all sewer infrastructure included in said development in accordance with City standards; and

WHEREAS, said improvements includes a sanitary sewer lift station constructed at 2409 Grandview Avenue, a set of dual force sewer mains that tie the new lift station into the preexisting sanitary sewer network, and a gravity sewer main running from the new lift station to the north side of Loves Way; and

WHEREAS, Love's Travel Stops & Country Stores, Inc. has requested that the City of Muscatine accept said public sewer improvements as public infrastructure; and

WHEREAS, the City Engineer has submitted a memo stating that said sanitary sewer infrastructure has been constructed to City standards; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that the City of Muscatine, Iowa:

1. Accepts the dedication, of Parcel “J”, recorded as Instrument No. 2022-03685 in the office the Muscatine County Recorder, as public right of way.
2. Dedicates as right of way, of Parcel “I”, recorded as Instrument No. 2022-03684 in the office the Muscatine County Recorder, a parcel owned by the City of Muscatine, as right of way.
3. Accepts the public street improvements constituting Loves Way, as set forth in development agreement approved June 9, 2022, by the City of Muscatine, and Love’s Travel Stops & Country Stores, and that said improvements will be maintained as part of the public infrastructure.
4. Accepts the grant of a sanitary sewer easement, as detailed on “Exhibit B”
5. Accepts the public sanitary sewer improvements, as set forth in development agreement approved June 9, 2022, by the City of Muscatine and Love’s Travel Stops & Country Stores, and that said improvements will be maintained as part of the public infrastructure.
6. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
7. Any resolution or part thereof in conflict or inconsistent with the provisions of this resolution is repealed.

PASSED, APPROVED AND ADOPTED this 7th day of December, 2023.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

Dr. Brad Bark, Mayor

Attest:

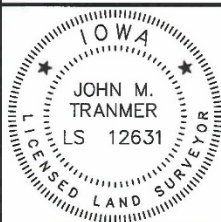
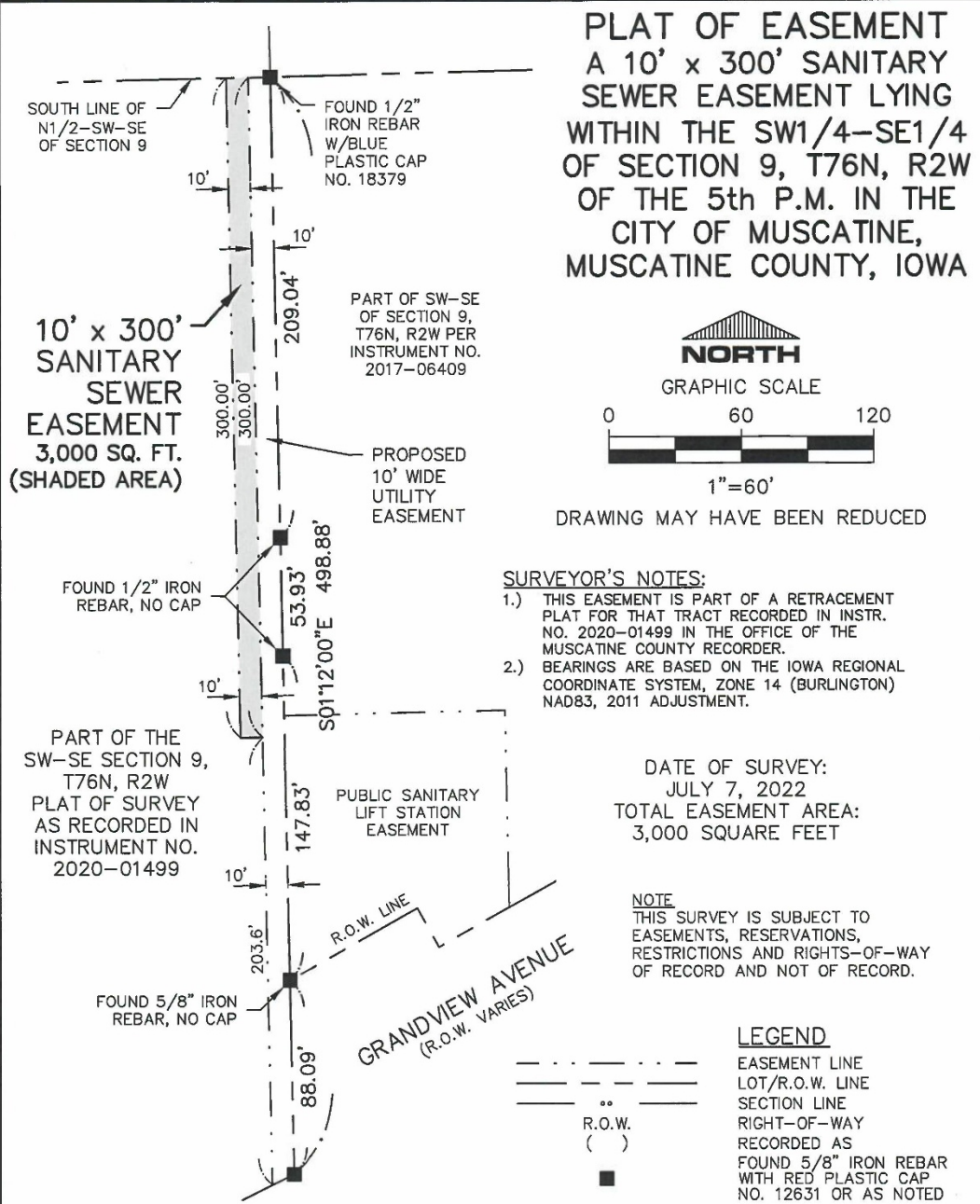
Carol Webb, City Clerk

EXHIBIT A

EXHIBIT B

Index Legend	
Location:	SW1/4-SE1/4 SECTION 9, T76N, R2W FRUITLAND TOWNSHIP CITY OF MUSCATINE MUSCATINE COUNTY, IOWA
Proprietor:	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.
Requestor:	CESO, INC. & CITY OF MUSCATINE
Surveyor:	JOHN M. TRANMER
Surveyor Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001 PHONE: (563)556-2464

FOR RECORDER USE



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

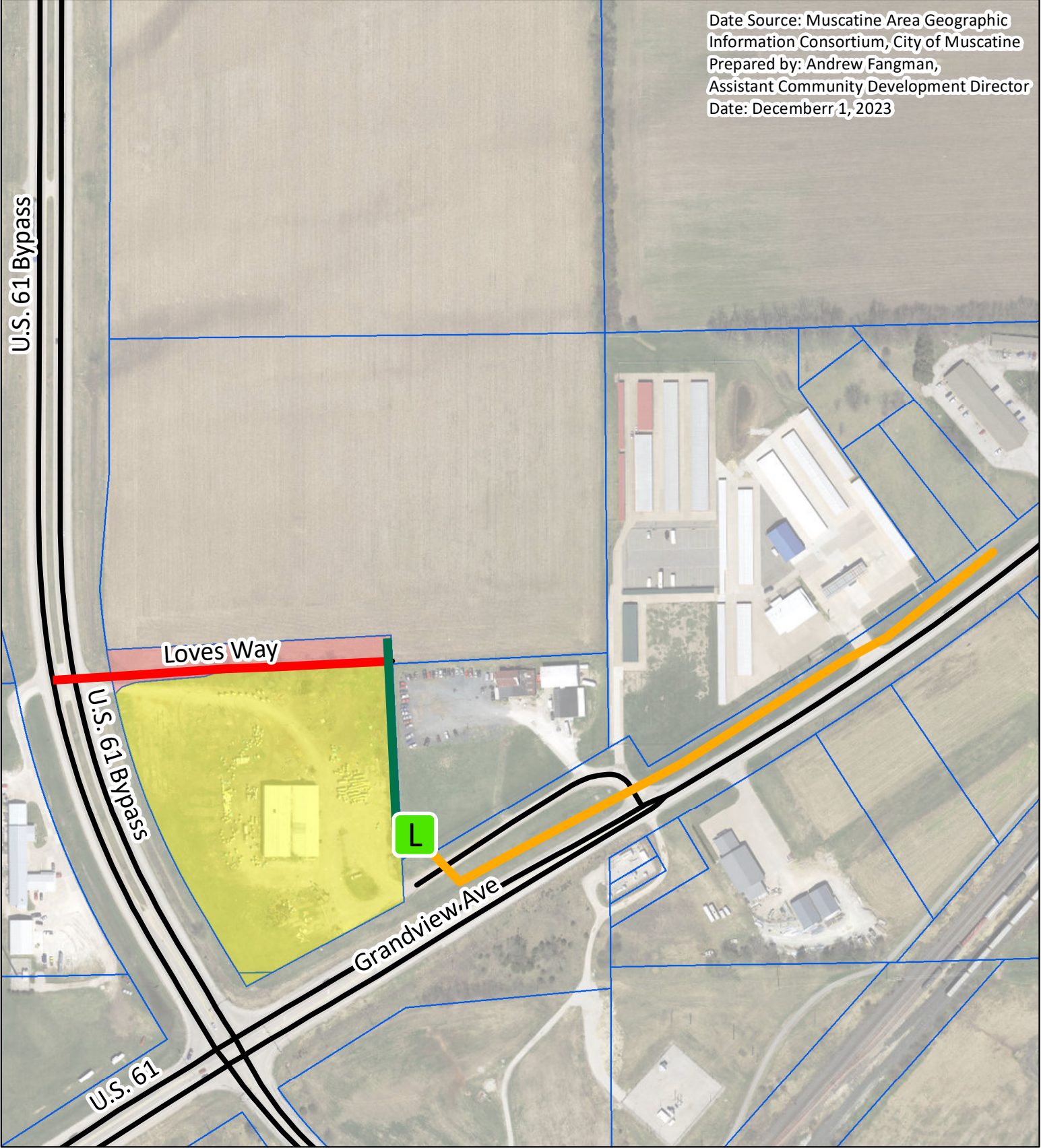
FOR ORIGIN DESIGN CO.

John M. Tranmer 7/7/22
JOHN M. TRANMER DATE

LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS 12/31/2022

PAGES OR SHEETS COVERED BY THIS SEAL THIS SHEET ONLY

origin design®	
800 556-4491	origindesign.com
DRAWN JMT	PLAT NO. 18-IA-22
CHECKED GSB	PROJ. NO. 1973103
DATE 7-7-22	SHEET 1 of 1
P:\19\7001\731\73103\DRAWINGS\SURVEY\1973103	



Legend

-  New Sanitary Sewer Lift Station
-  New Public 10" Dual Sewer Mains (Force)
-  Public Streets
-  New Public 15" Sewer Main (Gravity)
-  Loves Way (New Public Street)
-  Loves Way Right of Way
-  Love's Property
-  Existing Parcel Lines





City of Muscatine

**AGENDA ITEM SUMMARY**

DATE: 6-9-22

City Council

STAFF

Nancy A. Lueck, Finance Director

Carol Webb, City Administrator

Andrew Fangman, Assistant Community Development Director

SUBJECT

Resolution Approving Development Agreement with Love's Travel Stops & Country Stores Inc., Authorizing Annual Appropriation Tax Increment Payments, and Pledging Certain Tax Revenues to the Payment of this Agreement

EXECUTIVE SUMMARY

City Council previously gave consensus approval for the City to proceed with entering into a Development Agreement with Love's Travel Stops & Country Stores, Inc. to construct a Love's Travel Stop and the related public infrastructure at 2417 Grandview Avenue. On May 12, 2022, the City Council set June 9, 2022 as the date for the required public hearing on the proposed development agreement.

After the public hearing on June 9, City Council can consider this resolution approving the Development Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the the resolution approving the development agreement.

BACKGROUND/DISCUSSION

At the March 10, 2022 In-Depth meeting, City Council gave consensus approval for the City to proceed with entering into a Development Agreement with Love's Travel Stops & Country Stores, Inc. to construct a Love's Travel Stop and the related public infrastructure at 2417 Grandview Avenue. The proposed development agreement would provide for a 20 year, 50% TIF rebate for the project with a maximum total rebate amount not to exceed \$1,130,000. The agreement also provides for a \$500,000 grant from the City's Sewer Extension and Improvement Reserve.

This project includes the construction of a Love's Travel Stop at the northeast corner of the U.S. 61/Grandview Avenue intersection which would include (1) the construction of a new public lift station and associated infrastructure that will serve the new Love's as well as the portion of the city roughly bound by U.S. 61, Grandview Avenue, and Mittman Road, and (2) construction of a new public street providing access off the north side of the new Love's, from the U.S. 61 Bypass. The lift station and new road would open other property in this area for future developments. The TIF rebate and the grant would reimburse Love's for the upsizing of the lift station to serve a larger area as well as for the access road.

Actions to complete the Development Agreement include:

1. May 12, 2022 - Set a public hearing for June 9 on the Urban Renewal Plan Amendment that includes the Love's development
2. At least 2 weeks prior to June 9, schedule and hold a consultation meeting with other taxing entities (staff)
3. June 9, 2022 – Hold the public hearing on the Urban Renewal Plan Amendments
4. June 9, 2022 – Take action on the Resolution approving the Urban Renewal Plan Amendments
5. June 9, 2022 – Take action on the Resolution approving the Development Agreement with Love's

Taking actions on setting the public hearings on the Urban Renewal Plan Amendment and the Development Agreement at the In-Depth meeting in May and holding the two public hearings and approving the two resolutions at the June In-Depth meeting, were proposed in order to assist Love's and the current property owner with closing on the property purchase by their deadline.

CITY FINANCIAL IMPACT

This project will be funded from future incremental property taxes (TIF) funds, and as such, will have no impact on the current City budget.

ATTACHMENTS

1. Resolution Approving Development Agreement with Love's Travel Stops & Country Stores Inc., Authorizing Annual Appropriation Tax Increment Payments, and Pledging Certain Tax Revenues to the Payment of this Agreement

There being no further objections or comments, the Mayor announced that the hearing was closed.

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

Ayes: Lewis, Hopkins, Gordon, Fruelich, Brockert, Sindrich, Osburn

Nays: _____.

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

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Love's Travel Stops & Country Stores Inc.)

421464-68

Muscatine, Iowa

June 9, 2022

A meeting of the City Council of the City of Muscatine, Iowa, was held at 7:00 p.m., on June 9, 2022, in the City Hall Council Chambers in the City, pursuant to the rules of the Council.

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

Present: Lewis, Hopkins, Gordon, Froelich, Brockert, Simonich, Osborn

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Love's Travel Stops & Country Stores Inc. had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or Company of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

RESOLUTION 2022-0852

Resolution Approving Development Agreement with Love's Travel Stops & Country Stores Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the "Agreement") between the City and Love's Travel Stops & Country Stores Inc. (the "Company") has been prepared with the construction connection with the development of a Love's Travel Stop and the corresponding construction of public infrastructure in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide financial incentives to the Company in the form of (i) an economic development grant (the "Grant") in an amount not to exceed \$500,000; and (ii) annual appropriation incremental property tax payments (the "Payments") in an amount not to exceed \$1,130,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on June 9, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Muscatine and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments and the Grant to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Love's Travel Stops & Country Stores Inc. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE WHICH LIES NORTH AND EAST OF U.S. HIGHWAY 61 BYPASS AND U.S. HIGHWAY 61 AND 92;

A PART OF THE SOUTH HALF OF SECTION 9, AND A PART OF THE NORTH HALF OF SECTION 16, ALL IN TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN MUSCATINE COUNTY, IOWA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE SOUTH 0°15' EAST ALONG THE QUARTER QUARTER SECTION LINE 971.2 FEET TO THE NORTHERLY LINE OF U.S. HIGHWAY 61; THENCE SOUTH 59°38'30" WEST ALONG THE NORTHERLY LINE OF U.S. HIGHWAY 61, A DISTANCE OF 502.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 2°10' WEST 535 FEET; THENCE WEST 875.6 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTHERLY LINE OF U.S. HIGHWAY 61, WHICH POINT IS 1045 FEET SOUTHWESTERLY FROM THE TRUE POINT OF

BEGINNING; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF U.S. HIGHWAY 61, 1045 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART THEREOF CONVEYED BY WARRANTY DEED RECORDED IN BOOK 292 OF LOTS, PAGE 1250, IN THE MUSCATINE COUNTY RECORDER'S OFFICE.

Section 5. The City hereby pledges to the payment of the Agreement the Love's Travel Stops & Country Stores Inc. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Love's Travel Stops & Country Stores Inc. Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Muscatine County to evidence the continuing pledging of the Love's Travel Stops & Country Stores Inc. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved June 9, 2022.



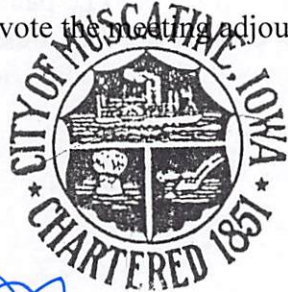
Attest:

City Clerk

Mayor

.....

On motion and vote the meeting adjourned.



Attest:

City Clerk

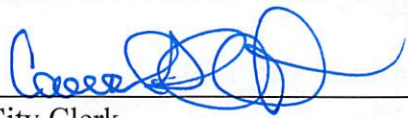
Mayor

STATE OF IOWA
MUSCATINE COUNTY
CITY OF MUSCATINE

SS:

I, the undersigned, Clerk of the City of Muscatine, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this 9th day of June, 2022.



City Clerk

June 3, 2022

VIA EMAIL

Carol Webb
City Administrator/City Hall
Muscatine, IA

Re: Love's Travel Stops & Country Stores Inc. Development Agreement
File No. 421464-68

Dear Carol:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Love's Travel Stops & Country Stores Inc., followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to make the payments under the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Nancy Lueck
Andrew Fangman
Jodi Royal-Goodwin
Cinda Hilger

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Muscatine, Iowa (the “City”) and Love’s Travel Stops & Country Stores, Inc. (the “Company”) as of the 9th day of June, 2022 (the “Commencement Date”).

WHEREAS, the City has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, Roserock Holdings, LLC (“Roserock”), an affiliate of the Company, is under contract to acquire certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of a Love’s Travel Stop on the Property (the “Commercial Project”) for use in its business operations; and

WHEREAS, the Company has proposed to undertake the construction of certain public infrastructure improvements (the “Public Infrastructure Project”) necessary for the development of the Property, including the Commercial Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of an economic development grant (the “Grant”) and incremental property tax payments to be used by the Company in paying the costs of constructing the Public Infrastructure Project; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and pursuant to Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 202[2] (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. **Commercial Project Construction.** The Company’s obligations under this Agreement are wholly subject to, and conditioned upon: (i) Roserock closing on its purchase of the Property and obtaining title to the Property; and (ii) the Company obtaining all permits and approvals for its intended use of the Property. In the event either of the foregoing conditions is not satisfied, the Company shall have the right but not the obligation, at its option, to terminate this Agreement by written notice to the City, in which event, Love’s and the City shall be relieved of all obligations or liabilities hereunder.

The Company agrees to construct the Commercial Project on the Property. Furthermore, the Company expects to invest approximately \$5,200,000 into capital improvements for the

Commercial Project, including construction work, equipment, furnishings and other capital improvements. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Commercial Project to the City which was approved in accordance with City Code Section 10-2-7(I) on June 9, 2022. The Site Plan is attached hereto as Exhibit B hereto. The Company may make changes or adjustments to the Site Plan as permitted by City Code. Subject to the provisions set forth in this Section A.1 and Section C.5 hereunder, the Company agrees to construct the Commercial Project in substantial accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2023.

The Company agrees to maintain ownership of the Commercial Project and to ensure that the completed Commercial Project is used in the business operations of the Company (the "Operational Requirement") throughout the Term (as hereinafter defined) of this Agreement. Notwithstanding the foregoing, the Company may sublease the Property during the Term, provided, however that the Company will notify the City of any such sublease and any sublessee will agree to maintain the Operational Requirement.

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Commercial Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Further, the Company agrees to obtain and continuously maintain adequate insurance covering the Property, including the Commercial Project. The Company agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of the Commercial Project resulting from fire or other casualty.

2. Company's Operational Certifications. The Company agrees to certify (the "Operational Certification") to the City upon reasonable request of the City, that the Company owns the Commercial Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the reasonable satisfaction of the City, that the Company is in compliance with the Operational Requirement.

3. Public Infrastructure Project Construction. The Company agrees to cause the construction of the Public Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto, subject to Sections A.1 and C.5 of this Agreement. Prior to constructing the Public Infrastructure Project, the Company will submit copies of all engineering documents related to the proposed Public Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Public Infrastructure Project is not completed pursuant to the requirements of any applicable ordinances or regulations of the City.

Upon completion of the Public Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Company in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Infrastructure Project in accordance with State law, the Company will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Public Infrastructure Project, which shall thereafter be maintained by the City.

4. Public Infrastructure Project Costs Documentation. The Company agrees to provide certain documentation (the “Costs Documentation”) to the City detailing the costs (the “Infrastructure Costs”) incurred in the completion of the Public Infrastructure Project in accordance with the following schedule:

Initial Submittal: At such time that the Company has completed the construction of the sanitary sewer system infrastructure described on Exhibit C hereto, the Company agrees to provide an initial submittal (the “Initial Costs Documentation”) of Costs Documentation to the City detailing the Infrastructure Costs incurred by the Company in constructing such sanitary sewer system infrastructure and any other improvements constructed by the Company in connection with the Public Infrastructure Project.

Final Submittal: Upon completion of the Public Infrastructure Project, the Company agrees to provide a final submittal of Costs Documentation to the City detailing the remaining Infrastructure Costs incurred by the Company after the submittal of the Initial Costs Documentation.

The Company will include a cover page in the form attached hereto as Exhibit D with each submittal of the Costs Documentation. For purposes of this Agreement, Costs Documentation will include (i) invoices; (ii) proof of payment of such invoices including canceled bank checks, ACH or other proof of payment; and (iii) such other documentation as may reasonably be requested by the City, confirming that the Infrastructure Costs detailed in the Costs Documentation were in fact incurred in the construction of the Public Infrastructure Project and that such Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction.

The Infrastructure Costs may include all costs relating to land acquisition, designing and constructing the Public Infrastructure Project, landscaping and grading for the Public Infrastructure Project, interest expense and other costs of financing, and other reasonably related costs of carrying out Public Infrastructure Project.

5. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Commercial Project thereon and to submit a receipt or cancelled check in evidence of each such payment.

6. Property Tax Payment Certification. If required by the certification terms (the “Certification Terms”) set forth in this Agreement, The Company agrees to certify to the City, by no later than October 15 of each year during the Term, commencing October 15, 2024, an amount (the “TIF Estimate”) equal to fifty percent (50%) (the “Annual Percentage”) of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the

fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such TIF Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit E. The City reserves the right to review and request revisions to each such TIF Estimate to ensure the accuracy of the figures submitted.

Certification Terms: The Company agrees that the preparation of the TIF Estimate due by October 15, 2024, is the sole responsibility of the Company. The Company may request assistance from the City in preparing the TIF Estimate due by October 15, 2024. Thereafter, beginning with the TIF Estimate coming due by October 15, 2025, the TIF Estimate will be prepared by the Company upon request by the City. If the City takes responsibility for the preparation of any required TIF Estimate pursuant to Section A.7 set forth below, the Company shall review such TIF Estimate and request any changes thereto within ten (10) days of receipt of such TIF Estimate from the City. The Company acknowledges that failure to request changes to any TIF Estimate within ten (10) days of receipt thereof will constitute an acceptance by the Company of such TIF Estimate, and the Company shall have no right after such ten-day period to request changes or challenge the City's calculation of the TIF Estimate.

Incremental Property Tax Revenues: For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Muscatine County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.6.

7. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Commercial Project, pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to complete construction of the Public Infrastructure Project, pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.

- (iv) Failure by the Company to comply with Section A.2, A.4, and A.6 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. **Notice and Remedies.** Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Grant provided for under Section B.2.
- (iii) Withhold the Payments provided for under Section B.3 below.

B. City's Obligations

1. **Review of Costs Documentation.** The City Finance Director along with public works and engineering personnel will review the Costs Documentation upon receipt from the Company. If the City determines that the Infrastructure Costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Public Infrastructure Project, then the City shall record a summary of the date, amount and nature of such costs (the "Accepted Infrastructure Costs") on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the maximum amount of the Grant and the Maximum Payment Total (as defined in Section B.3 of this Agreement) allowed to the Company under this Agreement.

In the event that the Accepted Infrastructure Costs reflected in the Initial Costs Documentation exceed \$500,000, such remaining Accepted Infrastructure Costs (the "Remaining Initial Accepted Infrastructure Costs"), in addition to the Accepted Infrastructure Costs reflected in the Final Costs Documentation (the "Final Accepted Infrastructure Costs"), shall be used in tallying the Maximum Payment Total, as defined in Section B.3 of this Agreement.

If the City determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Public Infrastructure Project, then the City shall notify the Company of such determination on an itemized level within thirty (30) days of receipt of the Costs Documentation.

2. **Economic Development Grant.** The City hereby agrees to make the Grant to the Company in an amount equal to the lesser of (i) the Accepted Infrastructure Costs reflected in the Initial Costs Documentation, or (ii) \$500,000 within ninety (90) days of the receipt of a satisfactory submittal by the Company of the Initial Costs Documentation.

3. Payments. In recognition of the Company's obligations set out above, the City agrees to make forty (40) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the sum of the Remaining Initial Accepted Infrastructure Costs plus the Final Accepted Infrastructure Costs; or (ii) \$1,130,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the Annual Percentage of the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

This Agreement assumes that the new valuation from the Commercial Project will go on the property tax rolls as of January 1, 2024. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2025, and continuing through and including June 1, 2045, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

4. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted TIF Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the TIF Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2045.

5. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2025 and on June 1, 2026, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2024). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City

from the Muscatine County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

6. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.4 above, then the City Clerk will certify by December 1 of each such year to the Muscatine County Auditor an amount equal to the most recently obligated Appropriated Amount.

7. **Preparation of TIF Estimate.** To the extent that the City does not request that the Company prepare a TIF Estimate pursuant to Section A.6 above prior to September 15 of the year in which such TIF Estimate is due, then the City will take responsibility for preparing such TIF Estimate. The City shall submit any such TIF Estimate prepared by the City to the Company for review by October 1 of any such year in which the City prepares the TIF Estimate pursuant to the this Section A.7.

C. **Administrative Provisions**

1. **Amendment and Assignment.** The parties hereto may not cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Commercial Project or the Public Infrastructure Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2045 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. **Force Majeure.** A party to this Agreement will not be deemed in breach of this Agreement if its breach is determined to be the result of a condition beyond such party's reasonable control (a "Force Majeure Event"); provided that, a party relying on a Force Majeure Event to excuse performance hereunder shall act with due diligence and in good faith to remedy the same at the earliest possible date. Examples of Force Majeure Events include, but are not limited to, labor strikes, government rationing or other regulations, flood, fuel shortages, supplies and labor shortages, earthquake, acts of God, severe drought or hurricane, and other weather conditions of similar severity. Matters relating to the financial status of a party will not, in any event, be deemed a Force Majeure Event.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.



Attest:


City Clerk

CITY OF MUSCATINE, IOWA

By: 
Mayor

LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC.

By: _____
Name: _____
Title: _____

See attached sheet
for signature.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor

Attest:

City Clerk

LOVE’S TRAVEL STOPS &
COUNTRY STORES, INC.
DocuSigned by:
By: Spencer Haines
35A6070C40B6429
Name: Spencer Haines
Title: CFO

EXHIBIT A
DESCRIPTION OF THE PROPERTY

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE WHICH LIES NORTH AND EAST OF U.S. HIGHWAY 61 BYPASS AND U.S. HIGHWAY 61 AND 92;

A PART OF THE SOUTH HALF OF SECTION 9, AND A PART OF THE NORTH HALF OF SECTION 16, ALL IN TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN MUSCATINE COUNTY, IOWA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE SOUTH 0°15' EAST ALONG THE QUARTER QUARTER SECTION LINE 971.2 FEET TO THE NORTHERLY LINE OF U.S. HIGHWAY 61; THENCE SOUTH 59°38'30" WEST ALONG THE NORTHERLY LINE OF U.S. HIGHWAY 61, A DISTANCE OF 502.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 2°10' WEST 535 FEET; THENCE WEST 875.6 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTHERLY LINE OF U.S. HIGHWAY 61, WHICH POINT IS 1045 FEET SOUTHWESTERLY FROM THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF U.S. HIGHWAY 61, 1,045 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART THEREOF CONVEYED BY WARRANTY DEED RECORDED IN BOOK 292 OF LOTS, PAGE 1250, IN THE MUSCATINE COUNTY RECORDER'S OFFICE.

EXHIBIT B
SITE PLAN

[ATTACH SITE PLAN HERE]

EXHIBIT C
**TIMELINE AND SPECIFICATIONS FOR PUBLIC INFRASTRUCTURE
PROJECT**

Date submitted: _____
Submitted by: _____
Contact information: _____
Index of Invoices/Statements Attached to substantive request: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC.

By: _____
[Name, Title]

Reviewed and accepted by the City of Muscatine, Iowa this _____ day of _____, 20__.

By: [Signature]
City Administrator

EXHIBIT E
TIF ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Available TIF Estimate")
- (8) Factor the Available TIF Estimate (7) by the Annual Percentage (50%) =
TIF Estimate = \$_____ x .50 = _____

EXHIBIT F
SUMMARY OF ACCEPTED PUBLIC INFRASTRUCTURE COSTS

[illegible]



City of Muscatine

ITEM NUMBER 2023-0588

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Nancy Lueck, Finance Director
Carol Webb, City Administrator

SUBJECT

Resolution Approving Amended Development Agreement with Love's Travel Stops & Country Stores, Inc.

EXECUTIVE SUMMARY

On June 9, 2022, City Council approved the original Development Agreement with Love's Travel Stops & Country Stores, Inc. to construct a Love's Travel Stop and the related public infrastructure at 2417 Grandview Avenue. Provisions of the original agreement were based on construction being completed by the end of calendar year 2023. Based on that date, tax increment payments would not begin until fiscal year 2025/2026.

Construction, however, was completed prior to the end of calendar year 2022, and the new valuation went on assessment rolls as of January 1, 2023. This allows for the incremental taxes to be available and the TIF rebates to begin in fiscal year 2024/2025 rather than 2025/2026.

The attached amended Development Agreement has been updated to reflect the new dates for project completion and new dates for the TIF rebates to begin. There are no other changes to the terms of the original Development Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the the resolution approving the amended development agreement.

BACKGROUND/DISCUSSION

At the March 10, 2022 In-Depth meeting, City Council gave consensus approval for the City to proceed with entering into a Development Agreement with Love's Travel Stops & Country Stores, Inc. to construct a Love's Travel Stop and the related public infrastructure at 2417 Grandview Avenue. The original development agreement for Love's Travel Stops & Country Stores, Inc. was approved on June 9, 2022. This agreement provides for a 20 year, 50% TIF rebate for the project with a maximum total rebate amount not to exceed \$1,130,000. The

agreement also provides for a \$500,000 grant from the City's Sewer Extension and Improvement Reserve.

This project included the construction of a Love's Travel Stop at the northeast corner of the U.S. 61/Grandview Avenue intersection and includes (1) the construction of a new public lift station and associated infrastructure that will serve the new Love's as well as the portion of the city roughly bound by U.S. 61, Grandview Avenue, and Mittman Road, and (2) construction of a new public street providing access off the north side of the new Love's, from the U.S. 61 Bypass. The lift station and new road will open other property in this area for future developments. The TIF rebate and the grant will reimburse Love's for the upsizing of the lift station to serve a larger area as well as for the access road.

Provisions of the original agreement were based on construction being completed by the end of calendar year 2023. Based on that date, tax increment payments would not begin until fiscal year 2025/2026.

Construction, however, was completed prior to the end of calendar year 2022, and the new valuation went on assessment rolls effective January 1, 2023. This allows for the incremental taxes to be available and the TIF rebates to begin in fiscal year 2024/2025 rather than 2025/2026.

The attached amended Development Agreement has been updated to reflect the new dates for project completion and new dates for the TIF rebates to begin. There are no other changes to the terms of the original Development Agreement.

CITY FINANCIAL IMPACT

This project will be funded from future incremental property taxes (TIF) funds, and as such, will have no impact on the current City budget.

ATTACHMENTS

1. Amended Development Agreement (Love's) (Muscatine #68 2023)-v1 (1).12-7-23
2. Approve Amend Dev Agmt (Love's) (Muscatine #68 2023)-v1.12-7-23

AMENDED DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Muscatine, Iowa (the “City”) and Love’s Travel Stops & Country Stores, Inc. (the “Company”) as of the ____ day of _____, 2023 (the “Commencement Date”).

WHEREAS, the City has established the Consolidated Muscatine Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, Roserock Holdings, LLC (“Roserock”), an affiliate of the Company, is under contract to acquire certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of a Love’s Travel Stop on the Property (the “Commercial Project”) for use in its business operations; and

WHEREAS, the Company has proposed to undertake the construction of certain public infrastructure improvements (the “Public Infrastructure Project”) necessary for the development of the Property, including the Commercial Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of an economic development grant (the “Grant”) and incremental property tax payments to be used by the Company in paying the costs of constructing the Public Infrastructure Project; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and pursuant to Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2022 (the “Base Valuation”); and

WHEREAS, the City and the Company entered into a Development Agreement (the “Original Agreement”) dated June 9, 2022, pursuant to which the City agreed to provide tax increment financing assistance to the Company with respect to the Project; and

WHEREAS, the Original Agreement required the Developer to complete the Project by December 31, 2023, but the Developer completed the Project by December 31, 2022; and

WHEREAS, it is now necessary to amend the Original Agreement to adjust the time period during which the City will make incremental property tax payments to the Company; and

WHEREAS, this Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the City and the Company and to replace the Original Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Commercial Project Construction. The Company's obligations under this Agreement are wholly subject to, and conditioned upon: (i) Roserock closing on its purchase of the Property and obtaining title to the Property; and (ii) the Company obtaining all permits and approvals for its intended use of the Property. In the event either of the foregoing conditions is not satisfied, the Company shall have the right but not the obligation, at its option, to terminate this Agreement by written notice to the City, in which event, Love's and the City shall be relieved of all obligations or liabilities hereunder.

The Company agrees to construct the Commercial Project on the Property. Furthermore, the Company expects to invest approximately \$5,200,000 into capital improvements for the Commercial Project, including construction work, equipment, furnishings and other capital improvements. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Commercial Project to the City which was approved in accordance with City Code Section 10-2-7(I) on June 9, 2022. The Site Plan is attached hereto as Exhibit B hereto. The Company may make changes or adjustments to the Site Plan as permitted by City Code. Subject to the provisions set forth in this Section A.1 and Section C.5 hereunder, the Company agrees to construct the Commercial Project in substantial accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2023.

The Company agrees to maintain ownership of the Commercial Project and to ensure that the completed Commercial Project is used in the business operations of the Company (the "Operational Requirement") throughout the Term (as hereinafter defined) of this Agreement. Notwithstanding the foregoing, the Company may sublease the Property during the Term, provided, however that the Company will notify the City of any such sublease and any sublessee will agree to maintain the Operational Requirement.

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Commercial Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Further, the Company agrees to obtain and continuously maintain adequate insurance covering the Property, including the Commercial Project. The Company agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of the Commercial Project resulting from fire or other casualty.

2. Company's Operational Certifications. The Company agrees to certify (the "Operational Certification") to the City upon reasonable request of the City, that the Company owns the Commercial Project and that the Company is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation

demonstrating, to the reasonable satisfaction of the City, that the Company is in compliance with the Operational Requirement.

3. Public Infrastructure Project Construction. The Company agrees to cause the construction of the Public Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto, subject to Sections A.1 and C.5 of this Agreement. Prior to constructing the Public Infrastructure Project, the Company will submit copies of all engineering documents related to the proposed Public Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Public Infrastructure Project is not completed pursuant to the requirements of any applicable ordinances or regulations of the City.

Upon completion of the Public Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Company in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Infrastructure Project in accordance with State law, the Company will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Public Infrastructure Project, which shall thereafter be maintained by the City.

4. Public Infrastructure Project Costs Documentation. The Company agrees to provide certain documentation (the "Costs Documentation") to the City detailing the costs (the "Infrastructure Costs") incurred in the completion of the Public Infrastructure Project in accordance with the following schedule:

Initial Submittal: At such time that the Company has completed the construction of the sanitary sewer system infrastructure described on Exhibit C hereto, the Company agrees to provide an initial submittal (the "Initial Costs Documentation") of Costs Documentation to the City detailing the Infrastructure Costs incurred by the Company in constructing such sanitary sewer system infrastructure and any other improvements constructed by the Company in connection with the Public Infrastructure Project.

Final Submittal: Upon completion of the Public Infrastructure Project, the Company agrees to provide a final submittal of Costs Documentation to the City detailing the remaining Infrastructure Costs incurred by the Company after the submittal of the Initial Costs Documentation.

The Company will include a cover page in the form attached hereto as Exhibit D with each submittal of the Costs Documentation. For purposes of this Agreement, Costs Documentation will include (i) invoices; (ii) proof of payment of such invoices including canceled bank checks, ACH or other proof of payment; and (iii) such other documentation as may reasonably be requested by the City, confirming that the Infrastructure Costs detailed in the Costs Documentation were in fact

incurred in the construction of the Public Infrastructure Project and that such Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction.

The Infrastructure Costs may include all costs relating to land acquisition, designing and constructing the Public Infrastructure Project, landscaping and grading for the Public Infrastructure Project, interest expense and other costs of financing, and other reasonably related costs of carrying out Public Infrastructure Project.

5. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Commercial Project thereon and to submit a receipt or cancelled check in evidence of each such payment.

6. Property Tax Payment Certification. If required by the certification terms (the “Certification Terms”) set forth in this Agreement, The Company agrees to certify to the City, by no later than October 15 of each year during the Term, commencing October 15, 2023, an amount (the “TIF Estimate”) equal to fifty percent (50%) (the “Annual Percentage”) of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such TIF Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit E. The City reserves the right to review and request revisions to each such TIF Estimate to ensure the accuracy of the figures submitted.

Certification Terms: The Company agrees that the preparation of the TIF Estimate due by October 15, 2024, is the sole responsibility of the Company. The Company may request assistance from the City in preparing the TIF Estimate due by October 15, 2023. Thereafter, beginning with the TIF Estimate coming due by October 15, 2024, the TIF Estimate will be prepared by the Company upon request by the City. If the City takes responsibility for the preparation of any required TIF Estimate pursuant to Section A.7 set forth below, the Company shall review such TIF Estimate and request any changes thereto within ten (10) days of receipt of such TIF Estimate from the City. The Company acknowledges that failure to request changes to any TIF Estimate within ten (10) days of receipt thereof will constitute an acceptance by the Company of such TIF Estimate, and the Company shall have no right after such ten-day period to request changes or challenge the City’s calculation of the TIF Estimate.

Incremental Property Tax Revenues: For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Muscatine County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.6.

7. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Commercial Project, pursuant to the terms and conditions of this Agreement..
- (ii) Failure by the Company to complete construction of the Public Infrastructure Project, pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Company to comply with Section A.2, A.4, and A.6 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Grant provided for under Section B.2.
- (iii) Withhold the Payments provided for under Section B.3 below.

B. City’s Obligations

1. Review of Costs Documentation. The City Finance Director along with public works and engineering personnel will review the Costs Documentation upon receipt from the Company. If the City determines that the Infrastructure Costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Public Infrastructure Project, then the City shall record a summary of the date, amount and nature of such costs (the “Accepted Infrastructure Costs”) on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the maximum amount of the Grant and the Maximum Payment Total (as defined in Section B.3 of this Agreement) allowed to the Company under this Agreement.

In the event that the Accepted Infrastructure Costs reflected in the Initial Costs Documentation exceed \$500,000, such remaining Accepted Infrastructure Costs (the “Remaining Initial Accepted Infrastructure Costs”), in addition to the Accepted Infrastructure Costs reflected in the Final Costs Documentation (the “Final Accepted Infrastructure Costs”), shall be used in tallying the Maximum Payment Total, as defined in Section B.3 of this Agreement.

If the City determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Public Infrastructure Project, then the City shall notify the Company of such determination on an itemized level within thirty (30) days of receipt of the Costs Documentation.

2. Economic Development Grant. The City hereby agrees to make the Grant to the Company in an amount equal to the lesser of (i) the Accepted Infrastructure Costs reflected in the Initial Costs Documentation, or (ii) \$500,000 within ninety (90) days of the receipt of a satisfactory submittal by the Company of the Initial Costs Documentation.

3. Payments. In recognition of the Company’s obligations set out above, the City agrees to make forty (40) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed the lesser of (i) the sum of the Remaining Initial Accepted Infrastructure Costs plus the Final Accepted Infrastructure Costs; or (ii) \$1,130,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Muscatine County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the Annual Percentage of the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

The new assessed taxable valuation from the Commercial Project went on the property tax rolls as of January 1, 2023. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2024, and continuing through and including June 1, 2044, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

4. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted TIF Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the TIF Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2044.

5. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2024 and on June 1, 2025, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2023). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Muscatine County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

6. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.4 above, then the City Clerk will certify by December 1 of each such year to the Muscatine County Auditor an amount equal to the most recently obligated Appropriated Amount.

7. Preparation of TIF Estimate. To the extent that the City does not request that the Company prepare a TIF Estimate pursuant to Section A.6 above prior to September 15 of the year in which such TIF Estimate is due, then the City will take responsibility for preparing such TIF Estimate. The City shall submit any such TIF Estimate prepared by the City to the Company for review by October 1 of any such year in which the City prepares the TIF Estimate pursuant to the this Section A.7.

C. Administrative Provisions

1. Amendment and Assignment. The parties hereto may not cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Commercial Project or the Public Infrastructure Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2044 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. Force Majeure. A party to this Agreement will not be deemed in breach of this Agreement if its breach is determined to be the result of a condition beyond such party's reasonable control (a "Force Majeure Event"); provided that, a party relying on a Force Majeure Event to excuse performance hereunder shall act with due diligence and in good faith to remedy the same at the earliest possible date. Examples of Force Majeure Events include, but are not limited to, labor strikes, government rationing or other regulations, flood, fuel shortages, supplies and labor shortages, earthquake, acts of God, severe drought or hurricane, and other weather conditions of similar severity. Matters relating to the financial status of a party will not, in any event, be deemed a Force Majeure Event.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor

Attest:

City Clerk

LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE WHICH LIES NORTH AND EAST OF U.S. HIGHWAY 61 BYPASS AND U.S. HIGHWAY 61 AND 92;

A PART OF THE SOUTH HALF OF SECTION 9, AND A PART OF THE NORTH HALF OF SECTION 16, ALL IN TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN MUSCATINE COUNTY, IOWA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE SOUTH 0°15' EAST ALONG THE QUARTER QUARTER SECTION LINE 971.2 FEET TO THE NORTHERLY LINE OF U.S. HIGHWAY 61; THENCE SOUTH 59°38'30" WEST ALONG THE NORTHERLY LINE OF U.S. HIGHWAY 61, A DISTANCE OF 502.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 2°10' WEST 535 FEET; THENCE WEST 875.6 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTHERLY LINE OF U.S. HIGHWAY 61, WHICH POINT IS 1045 FEET SOUTHWESTERLY FROM THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF U.S. HIGHWAY 61, 1,045 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART THEREOF CONVEYED BY WARRANTY DEED RECORDED IN BOOK 292 OF LOTS, PAGE 1250, IN THE MUSCATINE COUNTY RECORDER'S OFFICE.

EXHIBIT B
SITE PLAN

[ATTACH SITE PLAN HERE]

EXHIBIT C
**TIMELINE AND SPECIFICATIONS FOR PUBLIC INFRASTRUCTURE
PROJECT**

Date submitted: _____
Submitted by: _____
Contact information: _____
Index of Invoices/Statements Attached to substantive request: _____

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EXHIBIT E
TIF ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Available TIF Estimate")
- (8) Factor the Available TIF Estimate (7) by the Annual Percentage (50%) =
TIF Estimate = \$_____ x .50 = _____

EXHIBIT F
SUMMARY OF ACCEPTED PUBLIC INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City

November 30, 2023

Via Email

Nancy Lueck
Finance Director/City Hall
Muscatine, IA

Re: Love's Travel Stops - Amended Development Agreement
File No. 421464-68

Dear Nancy:

Attached please find proceedings covering the adoption of a resolution approving the Amended Agreement with Love's Travel Stops & Country Stores, Inc.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos, Severie Orngard or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Carol Webb
Cinda Hilger

APPROVE AMENDED DEVELOPMENT
AGREEMENT

(Love's Travel Stops & Country Stores, Inc.)

421464-68

Muscatine, Iowa

December 7, 2023

A meeting of the City Council of the City of Muscatine, Iowa, was held at _____ p.m., on December 7, 2023, at the _____ in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION 2023-0588

Resolution Approving Amended Development Agreement with Love's Travel Stops & Country Stores, Inc.

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

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

WHEREAS, the City has previously entered into a certain development agreement (the "Original Agreement") with Love's Travel Stops & Country Stores, Inc. (the "Company") pursuant to which the Company agreed to development of a Love's Travel Stop and the corresponding construction of public infrastructure in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Original Agreement, the City agreed to provide financial incentives to the Company in the form of (i) an economic development grant (the "Grant") in an amount not to exceed \$500,000; and (ii) annual appropriation incremental property tax payments (the "Payments") in an amount not to exceed \$1,130,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, the Original Agreement required the Developer to complete the Project by December 31, 2023, but the Developer completed the Project by December 31, 2022; and

WHEREAS, the City and the Company now propose to amend the Original Agreement in order to adjust the time period during which the City will make the Payments to the Company; and

WHEREAS, an amended agreement (the "Amended Agreement") has been prepared to set forth the new understanding between the City and the Company, and it is now necessary to make provision for its approval; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Muscatine, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Muscatine and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the Grant and the Payments to the Company.

Section 3. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City, in substantially the form and content in which the Amended Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on December 7, 2023.

Dr. Brad Bark, Mayor

Attest:

Carol Webb, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Dr. Brad Bark Mayor

Attest:

Carol Webb, City Clerk

STATE OF IOWA
MUSCATINE COUNTY
CITY OF MUSCATINE

SS:

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve an amended development agreement with Love's Travel Stops & Country Stores, Inc.

WITNESS MY HAND hereto affixed this ____ day of _____, 2023.

Carol Webb, City Clerk



City of Muscatine

ITEM NUMBER 2023-0581

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Jodi Royal-Goodwin, Community Development Director
Brian Stineman, Public Works Director

SUBJECT

Request to Approve Amendment #2 to the Lease Agreement for Agriculture Land on the Muscatine Municipal Airport Property

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to amend the lease agreement for agricultural land at the Muscatine Municipal Airport. The Agreement extends the term for 1 year to allow staff to evaluate alternative opportunities for the site in accordance with the Iowa Code.

STAFF RECOMMENDATION

Staff recommends Council approve the amendment.

BACKGROUND/DISCUSSION

The City owns and operates the Muscatine Municipal Airport on approximately 642.3 acres of real estate, of which 356 acres is either used for airport related activities or cannot be used for any other purpose. The remaining 286 acres is located within the airport fence and has been acquired to prevent construction within restricted aircraft approach zones. This portion of the property may be used for agriculture. Over the past 30 years, the City has leased this portion of the airport for agricultural purposes. The current lease holder, Bartenhagen Farms, has continued to farm the property for more than 10 years, with the last lease negotiated and executed in 2012.

If the City wishes to lease a property for more than 2 years, a competitive process must be undergone, and current lessees are entitled to 6 months notice of intent to release a request for bids. This summer before the request for bids was released the City was contacted about potential alternate uses and the leasing process was paused to evaluate options. The attached amendment to the lease agreement extends the term through December 31, 2024, while all other terms remain the same.

CITY FINANCIAL IMPACT

There is no negative financial impact of approving the lease amendment, which maintains the annual lease payment at \$34,000.

ATTACHMENTS

1. Ag Lease Amendment 2

**AMENDMENT #2 TO LEASE AGREEMENT FOR AGRICULTURE LAND
AT THE MUSCATINE MUNICIPAL AIRPORT**

Whereas, the City of Muscatine entered into a lease agreement with Fred, Roger, and Keith Bartenhagen Farms (Lessee) effective the 1st day of January, 2012; and

Whereas, the lease was amended to extend the term through December 31, 2023; and

Whereas, both parties desire to extend the lease for 1 year;

Now therefore, the Lease Agreement is amended as follows:

Term: the lease shall terminate December 31, 2024. All other terms and conditions of the lease remain unchanged and enforceable.

City of Muscatine

Attest:

Dr. Brad Bark, Mayor

Carol Webb, City Administrator

Bartenhagen Farms

Fred Bartenhagen

Roger Bartenhagen

Keith Bartenhagen



City of Muscatine

ITEM NUMBER 2023-0582

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

April Limburg, City Planner

SUBJECT

Request for Authorization to Submit a Certified Local Government Grant Application on Behalf of the Muscatine Historic Preservation Commission for funding to Conduct an Intensive Underground Railroad Survey and Host the 2025 Preserve Iowa Summit

EXECUTIVE SUMMARY

The Historic Preservation Commission would like to apply for a Certified Local Government (CLG) grant for an intensive survey of known resources and identification of new resources in the City of Muscatine and Muscatine County with connection to the Underground Railroad/Freedom Trail along with hosting of the 2025 Preserve Iowa Summit.

STAFF RECOMMENDATION

Staff recommends authorization to apply for the CLG grant.

BACKGROUND/DISCUSSION

The City of Muscatine has been a Certified Local Government (CLG) with an appointed Historic Preservation Commission (HPC) for many years. The HPC helps safeguard the city's history, aesthetic and cultural heritage by working to preserve sites and districts of significance. Much of this work is accomplished through the establishment of historic districts, which also allows property owners, including the City, to secure historic preservation resources for rehabilitation activities such as the Japanese Garden project and Paul Bruhn Grant for the rehabilitation of downtown properties.

The Underground Railroad, sometimes referred to as the Freedom Trail, passed through the City of Muscatine and Muscatine County. Six properties in the City of Muscatine and two properties in Muscatine County were listed as having significant contributions to the Underground Railroad, which enabled individuals seeking self-emancipation to achieve their goal. Through the CLG grant, a qualified historical consultant will be contracted to help scope, organize and execute the survey. The consultant would lead at least two public meetings, one at the beginning of the project explaining the scope and goals of the project, the National Register, and levels and criteria of significance, and an additional meeting at the end of the

project, presenting the findings. Other public meetings may be held in Muscatine, West Liberty, and Atalissa, where the known stops were, to gather public input about known properties and other potential Underground Railroad sites and train volunteers in property research, field survey, and Iowa Site Inventory form preparation.

Under the direction of the consultant, volunteer teams from the Historic Preservation Commission will research previous documentation of known resources and published works, primary sources in historical collections of libraries and/or museums, online newspaper archives, and any sources identified through public input meetings related to the Underground Railroad in the city and county. Volunteers will also interview older residents and descendants who have a recollection of Underground Railroad activities. Meetings will be arranged in towns throughout the County to further inform the public and to solicit stories, photos, newspaper clippings and other information related to the project. Collected information from the various sources will be compiled into a comprehensive report by the consultant.

The 2023 Underground Railroad Project: Inventory of Places provides an overview of the various Underground Railroad historical resources available in the City of Muscatine and Muscatine County. This Inventory of Places provides a high level listing of places of significance, but does not go into detail the impact of each resource on the Underground Railroad. This proposed intensive survey has the objective of performing research to deeply capture and document this historical information before it is totally lost, as well as uncovering any unidentified resources of significance to the Underground Railroad in Muscatine County. Future researchers will be able to rely on the results of this survey for continued study and understanding of this important part of Muscatine's history, and the findings of this survey could further be developed into public education resources.

The City of Muscatine Historic Preservation Commission (City HPC) offers to host the Preserve Iowa Summit in June 2025 in conjunction with the State Historic Preservation Office (SHPO). Substantial support for this event will be provided by the Muscatine County Historic Preservation Commission (County HPC). Assistance will be provided to SHPO in planning meetings, securing local venues and associated presentation facilities/equipment, securing local sponsors and volunteers, and in promotion of the event.

CITY FINANCIAL IMPACT

There is no financial impact on the City by authorizing the submission of the CLG grant. The Friends of Muscaine Historic Preservation has agreed to cover the required cash match as well as provide and track the volunteer hours to be used as in-kind match.

ATTACHMENTS

1. HPC CLG GRANT (1)
2. Letter of Authorization

2023 Certified Local Government Grant Application

Muscatine Historical Preservation Commission

Forms

CLG Applicant Information

1. Name of Project

City of Muscatine and Muscatine County Underground Railroad Intensive Survey and Preserve Iowa Summit 2025

2. Applicant Name

City of Muscatine Historic Preservation Commission

3. Applicant Type

City Government

4. Is your CLG in Good Standing?

E.g., is your CLG current with required annual reports and has last year's report been approved by the State Historic Preservation Office? Only CLG's in good standing are eligible for this grant program. If you have questions about your CLG's status, please contact historic.preservation@iowa.gov.

Yes

5. Federal Employer ID# 42-6005008

6. DUNS Number – 080292048 (UEI is R3J6GP2HDMG4)

7. Application Address

If your commission is a city CLG, this is the mailing address of your City Hall.

215 Sycamore St., Muscatine IA 52761

8. Applicant City

If your commission is a City Commission, this is the town where your City

Hall is located. If your commission is a County Commission, this is the town where your County Courthouse is located.

Muscatine

9. Applicant County

Muscatine County

10. Applicant State

Iowa

11. Applicant Zip Code

52761

12. First name of the person who prepared the Grant Application

April

13. Last name of the person who prepared the Grant Application

Limburg

14. Preparer's e-mail

alimburg@muscatineiowa.gov

15. Preparer's Phone Number

563-262-4141

16. Title of your Chief Elected Official

If your Historic Preservation Commission is a City CLG, enter Mayor.

Mayor

17. First Name of your Chief Elected Official

If your Historic Preservation Commission is a City CLG, this is your Mayor's name.

Brad

18. Last Name of your Chief Elected Official

Bark

19. Chief Elected Official's e-mail

bbark@muscatineiowa.gov

20. Chief Elected Official's Phone Number

563-264-1550

21. First Name of the CLG Staff Person

If your Historic Preservation Commission is a CLG, this is the City staff person for the Commission (typically the City Administrator or Clerk). If your Historic Preservation Commission is a County CLG, this is the County staff person for the Commission (typically the County Auditor).

April

22. Last Name of the CLG Staff Person

If your Historic Preservation Commission is a City CLG, this is the City Staff Person for the Commission. If your Historic Preservation Commission is a County CLG this is the County Staff Person for the Commission.

Limburg

23. CLG Staff Person's E-mail

alimburg@muscatineiowa.gov

24. CLG Staff Person's Phone Number

563-262-4141

25. First Name of Local Project Manager

This is the local person who will manage your Project if it is funded.

Fredrick

26. Last Name of Local Project Manager

This is the local person who will manage your Project if it is funded.

Galoso

27. Local Project Manager's E-mail Address

fredrickgaloso@gmail.com

28. Local Project Manager's daytime phone number

563-607-3777

29. Iowa Congressional District

Select the numeric Iowa Congressional District of the applicant. To find the Iowa Congressional District, visit the [United States House of Representatives](#). Use the Find Your Representative form on the right side of the page to input your zip code information for an exact match.

30. Iowa Senate District

Select the numeric Iowa Senate District of the applicant. To find the Iowa Senate District, visit [Find Your Legislator](#). Use the full address form on the right side of the page to input your address information for an exact match.

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31. Iowa House District

Select the numeric Iowa House District of the applicant. To find the Iowa House District, visit [Find Your Legislator](#). Use the full address form on the right side of the page to input your address information for an exact match.

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CLG Project Information and Scope of Work

Brief Description of Project

Please provide a brief description of your project. This will be used for press releases and for reporting to the National Park Service.

An intensive survey of known resources and identification of new resources in the City of Muscatine and Muscatine County with connection to the Underground Railroad/Freedom Trail.

Hosting of 2025 Preserve Iowa Summit in Muscatine, Iowa.

Type of Project

Intensive Survey and Evaluation and Public Education

Scope of Work

Describe your project in detail:

- a. specifically identify the historical resource and state its significance
- b. provide an overview of the activities you will complete
- c. explain how the proposed actions will assist the historical resource(s)
- d. describe how the project will have an impact on the local community (neighborhood, town, region) or however you define “community”.

City of Muscatine and Muscatine County Underground Railroad Intensive Survey

HISTORIC RESOURCE AND ITS SIGNIFICANCE

From the 17th century through the middle of the 19th century, enslaved African Americans sought to escape their bondage and gain freedom. Those who worked to gain this freedom, along with the individuals that assisted them, did so through a network across the country that became known as the Underground Railroad.

This network passed through the City of Muscatine and Muscatine County. Beginning in 2002 and updated in 2017 and 2023, the Iowa Freedom Trail project created an Inventory of Places of significance to the Underground Railroad in Iowa. Six properties and two cities (Atalissa and West Liberty) in the City of Muscatine and Muscatine County were identified as having significant contributions to the Underground Railroad, enabling people seeking self-emancipation to achieve it.

OVERVIEW OF PROPOSED ACTIVITIES

Proposed activities will include an intensive survey of known resources and identification of new resources in the City of Muscatine and Muscatine County with connection to the Underground Railroad and Iowa Freedom Trail project. A qualified historic consultant will be contracted to help scope, organize, and execute the survey.

The consultant will lead at least two public meetings, one at the beginning of the project explaining the goals of the project, including intensive-level survey process, historic building research, primary and secondary resources, local and state Underground Railroad historic contexts, the National Register, and levels and criteria of significance, and one at the end of the project, presenting the findings of the project. Other public meetings in Muscatine, West Liberty, and Atalissa would gather public input about known properties and other potential Underground Railroad sites and train volunteers in property research, field survey, and Iowa Site Inventory form preparation.

Under the direction of the consultant, volunteer teams from the Historic Preservation Commission will research previous documentation of known resources and published works, primary sources in historical collections of libraries and museums, online newspaper archives, and any sources identified through public input meetings related to the Iowa Freedom Trail in the city and county.

Volunteers will also interview older residents and descendants who have a recollection of Underground Railroad activities. Town hall meetings will be arranged in various county towns to further inform the public and gather stories, photos, newspaper clippings and other information related to the project. Collected information from the various sources will be compiled by the consultant and presented in draft and final reports.

PROPOSED SURVEY WILL ASSIST HISTORIC RESOURCES

The 2023 Iowa Freedom Trail Project: Inventory of Places provides an overview of the various Underground Railroad historic resources available in Muscatine city and county. The Inventory of Places provides a high level listing of places of significance, but does not go into detail about the impact of each resource on the Underground Railroad.

This intensive survey has the objective of performing the research to deeply capture and document this historic information before it is completely lost, as well as uncovering any previously unidentified resources of significance to the Underground Railroad in Muscatine County. The survey will detail how the resources contributed to the Underground Railroad, but also the people associated with these resources. Little is currently known about the property owners and how they came to be involved with the Underground Railroad. There are also individuals not previously accounted for in historic resources that this intensive survey will uncover.

IMPACT ON LOCAL COMMUNITY

The general public has some awareness and interest about Muscatine's involvement in the Underground Railroad. However, a comprehensive study has never been performed on all of the resources within the city and county. Future researchers will be able to rely on the results of this survey for continued study and understanding of this important part of Muscatine's history. The findings of this intensive survey could be further developed into public educational resources.

Preserve Iowa Summit 2025

SUMMARY OF THE PROJECT

The City of Muscatine Historic Preservation Commission (City HPC) offers to host the Preserve Iowa Summit in June 2025 in conjunction with the State Historic Preservation Office (SHPO). Substantial support for this event will be provided by the Muscatine County Historic Preservation Commission (County HPC). Assistance will be provided to SHPO in planning meetings, securing local venues and associated presentation facilities/equipment, securing local sponsorships and volunteers, and promoting the Summit.

SCOPE OF WORK

Muscatine City and County offer an attractive venue for hosting the Preserve Iowa Summit. There are a variety of hotel/motel options to meet the housing needs of attendees from across the state of Iowa and beyond. Conference center and meeting room options are available from Muscatine's primary hotel, adjacent historic hotel, museum, historic churches, and commercial buildings, all located within a three-block section of downtown Muscatine.

LOCAL HISTORIC RESOURCES AND THEIR SIGNIFICANCE

Muscatine County, located in eastern Iowa along the Mississippi River, has an abundance of local history, being one of the first ports of entry for settlers moving west into the Iowa Territory in the 1830s. Several historic entities in both the City of Muscatine and Muscatine County have been successfully nominated to the National Register of Historic Places (NRHP). Historic neighborhoods have been identified and listed as NRHP Districts. Several homes in these neighborhoods have been historically restored. Historic Tax Credits have been utilized to help fund restoration efforts for many of Muscatine's homes and commercial buildings. The downtown 1908 County Courthouse is a great example of a public building restored to period architecture.

Timber and its associated processing facilities were among the first industries in Muscatine County. Some remnants of the timber industry remain in the form of wood processing and finishing industries.

In the late 19th century, the pearl button industry started to develop in Muscatine. More than fifty button factories and related businesses sprang up to process mussels from the Mississippi River into pearl buttons of all sizes and styles. The original McKee Button Factory has recently been placed on the National Register of Historic Places, and the Fairport Fish Hatchery (formerly the Fairport Biologic Station, which propagated mussels) has been listed as an NRHP District. The Bush Lofts (formerly the Hershey Office Building) was recently restored for adaptive reuse using historic tax credits. These venues will be available to host historic tours during the Summit.

The fruit and vegetable industry in Muscatine County dates back to the 1850s, with the first commercial plantings in the area. The county's rich alluvial soil and warm summers allowed for the production of exceptional melons and several types of vegetables, which soon gained popularity beyond local markets. Plans are underway to document facilities, specialized equipment, and the labor force associated with the historic fruit and vegetable industry with emphasis on the Muscatine Island locale, primarily in Fruitland Township, Muscatine County. A

reconnaissance survey of the history and remnants of the fruit and vegetable industry has been proposed for a County HPC 2024 CLG grant.

Several historic homes and businesses in Muscatine date to the late 19th century, and many have been restored. NRHP districts have been established for the West Hill and Fair Oaks neighborhoods, as well as the downtown business district. Documentaries have been professionally prepared for several representative homes and churches within Muscatine. Two county-owned facilities, the 1857 Historic Jail and the 1926 County Home Dairy Barn, are on the NRHP and available for scheduled touring.

A county-wide survey has been recently completed to document all 140 Muscatine County country schools and churches, some with the opportunity of restoration and/or listing on the NRHP. This project culminated in publishing a Country Schools and Churches document preserving details of each historic facility. Additionally, signage with QR codes was prepared and installed at each historic location. A similar county-wide survey of historic transportation development including steamboats, stagecoaches, railroads, ferry crossings, highways and bridges, and air travel is in progress and will be completed prior to the 2025 Summit.

Coordination

Describe the division of labor, project responsibilities of consultant, local project director, staff, and volunteers.

City of Muscatine and Muscatine County Underground Railroad Intensive Survey

This will be undertaken under the direction of the Consultant and the City Historic Preservation Commission. Parties instrumental to the project include:

- * Financial Manager: Chris Hetzler, Friends of Muscatine Historic Preservation Treasurer
- * Local Project Director: Jim Hetzler, Commissioner of the City Historic Preservation Commission
- * City Staff: April Limburg, City Planner
- * Volunteers from the Muscatine County and Muscatine City Historic Preservation Commissions, Friends of Muscatine Historic Preservation, and the community.

2025 Preserve Iowa Summit in Muscatine, Iowa

The City of Muscatine Historic Preservation Commission, with support from the Muscatine County Historic Preservation Commission, offers our services to sponsor the 2025 Preserve Iowa Summit.

- * Financial Manager: Chris Hetzler, Friends of Muscatine Historic Preservation Treasurer
- * Local Project Director: Fredrick Galoso, Commissioner of the City Historic Preservation Commission
- * City Staff: April Limburg, City Planner
- * Volunteers from the Muscatine County and Muscatine City Historic Preservation Commissions, Friends

of Muscatine Historic Preservation, and the community.

Work Products

List the tangible products required for your type of project. Identify additional intangible products or benefits.

City of Muscatine and Muscatine County Underground Railroad Intensive Survey

Tangible Products:

Research Design Document

Press Release describing the project

Initial PowerPoint Presentation of project objectives

Notes from Town Hall Meetings held in West Liberty, Atalissa, and Muscatine

Listing of all identified historic Underground Railroad sites that were/are a part of Muscatine City and County's development

Street and Digital Maps marked with Underground Railroad site locations

Updates to I-Sites Online GIS and Database for Iowa Archaeology

Field Work Sheets with accompanying photographs

Updates to Muscatine County "MAGIC" GIS database to provide a complete list of historic Underground Railroad sites on the MCHPC Historic Page

Input to Iowa Culture App and other historic-place oriented open source websites, to include listing of Underground Railroad site locations and routes and brief history of each

Final PowerPoint Presentation containing project findings

Notes from Final Public Meeting

Draft Survey Report tentatively titled "Intensive Survey of the Underground Railroad in the City of Muscatine and Muscatine County, Iowa"

Final Survey Report provided in print form and on CDs. A minimum of 6 print copies and 4 CDs will be provided.

Intangible Products:

Community interest developed through press releases, town hall meetings and public meetings.

Potential listing of new historic Underground Railroad properties on the National Register of Historic Places in the future.

Future signage marking the locations of historic Underground Railroad sites.

Future media and/or documentary about historic Underground Railroad sites.

2025 Preserve Iowa Summit in Muscatine, Iowa

Intangible Products:

Participate in regular planning meetings.

Assist with securing local venues.

Assist with securing local A/V equipment or suppliers as needed.

Assist with session topic selections, the keynote speaker, and suggestion for theme.

Assist with exhibit hall, if applicable.

Identify local speakers and success stories for breakout sessions.

Identify, develop and lead local mobile workshops.

Promoting the Preserve Iowa Summit within the local community.

Secure local sponsorships/donations; to pay for food/beverage, mobile tour transportation, etc.

Provide volunteers to moderate sessions, staff registration desk, be human arrows, etc.

Collect timesheets for volunteers and staff to contribute to the in-kind matching share of the CLG grant award.

Provide staff and volunteers for set up, assistance during the event, and tear down.

Schedule

List proposed deadlines for completing different parts of the project, such as in meetings, research design (if required), preparing materials, submitting draft and final products.

City of Muscatine and Muscatine County Underground Railroad Intensive Survey

February 2024 -- CLG grant contract executed with State

February 2024 -- Draft RFP and subcontract submitted for State review

March 2024 -- Send RFP's to a minimum of three consultants

April 2024 -- Select Consultant

May 2024 -- Consultant submits project research design and schedule. Kick-off meeting scheduled with Consultant and State

June 2024 -- Initial public meeting to discuss project

June-September 2024 -- Intensive survey work by HPC and volunteers; start research of historic context; compilation of table of sites identified in intensive survey phase

October 2024 -- Project meeting, selection of 8 sites for intensive survey

October-December 2024 -- Research on selected sites, photographs, research on historic context

January-February 2025 -- Development of draft survey report and site inventory forms for 8 sites with evaluations of eligibility by Consultant

March 2025 -- Review of draft survey report by SHPO and HPC

April-May 2025 -- Consultant revises survey report

June 2025 -- Submit final products including report, inventory forms, and CDs to the State

June 2025 -- HPC submits Request for Reimbursement with documentation to the State. Project is closed out.

June 2025 -- Present findings of intensive survey at Preserve Iowa 2025.

2025 Preserve Iowa Summit in Muscatine, Iowa

February 2024 -- CLG grant contract executed with State

February 2024 through May 2025 -- Planning and coordination with Iowa SHPO to develop a quality Summit that will be attractive to and productive for Iowa CLG's and other historic enthusiasts throughout the state and possibly adjoining states.

June 2025 -- Conduct the Summit in conjunction with Iowa SHPO.

Coordination with Local and State Preservation Plans

Explain how the proposed project will help fulfill the goals and objectives of your local preservation plan and the State Preservation Plan, Broadening Preservation's Reach. If this is part of a multi-phase project, describe the completed project segments and/or future ones that are linked to this project application. Each year's project must be able to stand alone. Funding of one year does not guarantee funding of future phases.

Documentation and preservation of resources significant to the Underground Railroad in Muscatine and Muscatine County fits well within the mission statements of the City HPC: "This Commission safeguards the city's historic, aesthetic and cultural heritage by preserving sites and districts of historic and cultural significance," and, "It is the mission of the Muscatine County Historic Preservation Commission to safeguard the County's historic, aesthetic and cultural heritage by preserving sites of historic and cultural significance, which will stabilize and improve property values. It will also foster pride in the legacy of beauty and achievements of the past."

The proposed project is also complimentary to our Strategic Goals:

1. To promote educational, cultural, economic and general welfare of the public through recognition, enhancement and perpetuation of sites of historical and cultural significance.
2. To develop and implement a system to coordinate evaluation and develop historic contexts and/or themes for preservation and promotional purposes.

3. To develop and implement an on-going public relations program to gain the attention, interest and cooperation of county residents in identifying and preserving historic sites and artifacts.

4. To maintain Certified Local Government (CLG) Standards.

Many of the properties in the Iowa Freedom Trail Inventory of Places already contribute to historic districts previously nominated to the National Register of Historic Places and Muscatine City/County Planning for Preservation plans, but do not have details of their impact on the Underground Railroad. Details about their specific role in the Underground Railroad, in addition to the architectural information we already have, will only add to our rich history and the public's understanding of these resources. This project will ensure that the societal and cultural impact of these resources is not lost.

The intensive survey of the Underground Railroad in Muscatine will specifically address one of the key objectives of the upcoming Iowa State Historic Preservation Plan (2023 - 2032) which is to address "minority/cultural stories that have been underrepresented." This survey will directly "amplify under-represented histories to tell the whole story of Iowa's past."

Finally, hosting the 2025 Preserve Iowa Summit will showcase the plentiful work that has been done by both city and county CLGs in the time since Muscatine last hosted the state's premier historical conference in 2011.

CLG Budget

CLG grants require at least that the applicant match equal a minimum of 40% of total project costs.

In the Budget Form below, please provide sufficient detail to demonstrate that your project can be completed for the amount requested. Be sure to provide estimate number of hours and unit costs where appropriate.

More information can be found in the Grant Guidelines.

1. Grant Request

Enter total numeric dollar amount. Round to the nearest dollar. Do not include dollar signs, commas or decimals.

20000

2. Total Cash Match

Enter total numeric dollar amount. Round to the nearest dollar. Do not include dollar signs, commas or decimals.

3812

3. Total In-Kind Match

Enter total numeric dollar amount. Round to the nearest dollar. Do not include dollar signs, commas or decimals.

12705

4. Total Project Budget

Enter total numeric dollar amount. Round to the nearest dollar. Do not include dollar signs, commas or decimals.

36517

5. Budget Form

Detail the grant request, cash and in-kind match expenses by eligible category, including a brief description and the numeric dollar amount associated with each expense in the budget form below. Please refer to the CLG Grant Guidelines for allowable amounts for hourly rates, mileage, hotel, per diem, etc.

Expense Detail	Grant Request (\$)	Cash Match (\$)	In-Kind Match (\$)	Total (\$)
Consultant hours	20000	0	0	20000
Consultant mileage	0	312	0	312
Consultant per diem	0	0	0	0
Consultants copies, etc	0	500	0	500
Volunteers hours	0	0	11980	11980
Secretary	0	0	120	120
Administrator	0	0	360	360

Volunteer Travel	0	0	200	195
Volunteer printing	0	0	50	50
Materials and supplies (Preserve Iowa Summit Food & Beverage)	0	3000	0	3000

CLG Past Grant Contract Performance

This section gives the applicant an opportunity to dispel any concerns on the part of the review panel that past problems will hinder this new effort.

1. GRANT FOR IMPLEMENTATION OF THE HISTORIC LANDSCAPE PRESERVATION PLAN FOR THE JAPANESE GARDEN. GRANT #202207-10926

- A. Successful implementation of the Grant of the Historic Preservation Plan for the Japanese Garden development in September 2020. The Historic Landscape Preservation Plan addresses the needs of the garden as a public space while also preserving its historic character through repair and replacement of missing, lost or damaged features.

The overall goal of the Historic Preservation Plan is to bolster the garden's integrity by mitigating change while retaining its characteristic slopes, rockwork, circulation, water features, and other features, all of which provide the basis for its historic and Japanese character and feel. The process also involved the development of interpretive materials to educate the local community and visitors about the history of the garden and its importance as one of only a handful of remaining Japanese-style gardens in the Midwest that date to the pre-World War II era. The staff will hold community engagement sessions, presenting the history as well as the plans for the garden.

A consultant was hired to ensure that the landscape design firm follows the Department of the Interior's Standards for historic properties. In addition, the project will involve excavation to look for lava rock, original to the garden, believed to be below the soil surface. Because of the extensive nature of the work, a professional archeologist will be involved.

This project is a rare undertaking in the field of historic landscape preservation in the

State of Iowa. It has been suggested that this project would be appropriate to present at a conference such as the Alliance for Historic Landscape Preservation or the Iowa Museum Association.

- B. Work was executed and completed within the guidelines submitted for the Grant and was done in accordance with the Secretary of the Interior's Standards and Guidelines for Treatment of Cultural Landscapes and relevant Preservation Briefs. The Garden project was executed to tie in directly with the Muscatine Art Center's preservation and educational mission. The Muscatine Art Center facility is composed of the historic Laura Musser McColm house, a 1970s three-story building with two floors of exhibition space and a studio, a connecting building with displays as well as office space, and a historic carriage house where collections are housed. In 2016, the property was added to the National Historic Register of Historic Places with the Japanese Garden as a contributing component. The organization's mission is to collect, preserve, interpret and exhibit objects of historical and aesthetic importance including those associated with the historic property. While this mission to date has been mostly associated with objects inside the buildings, this Grant has been executed to ensure the protection of the aesthetic and historic objects that exist outdoors.

Since the Japanese garden was created in 1929, the larger property has seen many changes - the addition of two buildings and a new use as a museum. Gardens are also living entities that grow, mature, and decline and must be periodically renewed.

Updates and reports were submitted in a timely manner and the project manager met regularly with consultants to discuss the project milestones, and then more frequently as the project moved into a highly active phase.

The City of Muscatine Historic Preservation has also successfully used grants to plan, survey, research, nominate, and get the following historic districts successfully listed to the National Register of Historic Places:

- 2002 - 2003, Planning for Preservation Plan
- 2004 - 2005, Historic Downtown Survey (CLG Grant #04-05)
- 2006, Downtown Commercial District
- 2008, West Hill Historic District (CLG Grant #05-05)
- 2020, Fair Oaks Historic District

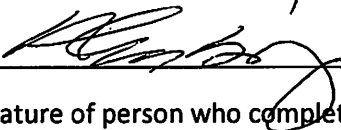
The most recent of these districts, the Fair Oaks Historic District, received a \$17,245 Historical Resource Development Program (HRDP) grant from the State of Iowa in 2018 that the commission successfully executed for listing in the National Register of Historic Places in 2020.

In 2005, the commission received a \$13,941 grant from the National Park Service that was awarded to the City of Muscatine by the State Historical Society of Iowa.

Letter of Authorization

November 29, 2023

Name of Certified Local Government: City of Muscatine

 11/29/2023

Signature of person who completed this grant application

Date

I hereby authorize the City of Muscatine Historic Preservation Commission to apply for a Certified Local Government Grant to do an intensive survey of the underground railroad in the City of Muscatine and Muscatine County as well as submit a request to host the Preserve Iowa Summit in 2025.

Signature of Mayor

Date

Printed Name of Elected Official



City of Muscatine

ITEM NUMBER 2023-0583

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Tyson Wedekind, Roadway Maintenance Supervisor
Brian Stineman, Public Works Director

SUBJECT

Request to Approve the Issuance of a Purchase Order in the amount of \$27,925.00 to Star Equipment for the Purchase of a Portable Air Compressor.

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to issue a purchase order to Star Equipment, LTD for the purchase of a new Sullivan Palatek Portable Air Compressor for the amount of \$27,925.00.

STAFF RECOMMENDATION

Staff recommends City Council approve the Request to Issue a Purchase Order to Star Equipment in the amount of \$27,925.00.

BACKGROUND/DISCUSSION

This air compressor is to replace the 1994 Ingersol Rand Air Compressor. Alternate quotes include: Colorado Standby - \$28,500, Air Compressors Direct - \$30,300.00. The price quote from Star Equipment was their Sourcewell price.

CITY FINANCIAL IMPACT

This is a capital outlay purchase which was approved in the Roadway Maintenance budget for 2023/24. The budgeted amount was \$30,000.00.

ATTACHMENTS



City of Muscatine

ITEM NUMBER 2023-0584

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Brett Parcher, Golf Course Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to approve a Purchase Order to Van Wall Equipment in the amount of \$32,000 for a Triplex Mower for Golf Course Operations.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval to purchase a 2020 John Deere 3320 Triplex mower. Bids were received from multiple vendors with the lowest from Van Wall Equipment for \$32,000.

STAFF RECOMMENDATION

At this time staff would recommend issuance of a purchase order to Van Wall Equipment for \$32,000 for the purchase of a 2020 John Deere 3320 triplex mower.

BACKGROUND/DISCUSSION

The mower will be used to mow greens at the golf course.

CITY FINANCIAL IMPACT

In the FY 23/24 Golf Maintenance Operations budget there is \$30,000 approved for the purchase of the mower. The golf course fund balance will cover the additional unbudgeted expense.

ATTACHMENTS

1. Bid Document for Triplex Mower

MEMORANDUM

November 30, 2023

TO: Richard Klimes, Director of Parks and Recreation
FROM: Brett Parcher, Golf Course Supervisor
SUBJECT: Bid Document for Triplex Mower

Bid Documents were sent out to multiple vendors with 3 responding. Here are the results

<u>Company Name</u>	<u>Model</u>	<u>Price</u>
Van Wall Equipment	2020 3320 Triplex Mower	\$32,000
MTI Distributing	2024 3000 Triplex Mower	\$52,846.14
Turfwerks	2024 Eclipse Triplex Mower	\$57,100

The Golf Course Has \$30,000 approved for this purchase in the FY 23-24 Budget

Therefore it is my recommendation that we purchase the 2020 John Deere 3320 Triplex Mower from Van Wall Equipment in Rock Island, Illinois.

Brett Parcher
Golf Course Supervisor



City of Muscatine

ITEM NUMBER 2023-0585

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Kevin Coon, City Engineer

Brian Stineman, Public Works Director

Andrew Fangman, Assistant Community Development Director

SUBJECT

Request to Enter Into an Engineering Services Agreement with McClure Engineering Company for a Feasibility Study for the Relocation of the Dredge Dewatering Site for \$9,500

EXECUTIVE SUMMARY

Request to enter into a professional services agreement with McClure Engineering Company in the amount of \$9,500 for a site relocation feasibility study of the dredge spoils.

STAFF RECOMMENDATION

Approve the request

BACKGROUND/DISCUSSION

It has been internally discussed among staff to relocate the dredge spoils dewatering site located at the corner of E 2nd St and Hwy 92. Site relocation will remove a visible blight when driving through the downtown area. A professional services quote for a feasibility study has been provided by McClure Engineering in the amount of \$9,500. The feasibility study is meant to establish a potential new location as well as identify any potential hindrances to relocating the site. Design of a site can be accomplished at a later date pending the results of the feasibility study.

CITY FINANCIAL IMPACT

Funds for this project will come from future bond proceeds.

ATTACHMENTS

1. Dredge Dewatering Professional Services Agreement



City of Muscatine

ITEM NUMBER 2023-0586

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Melissa Baker, Parks Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to Approve a Purchase Order to Bobcat of the Quad Cities in the amount of \$51,497.01 For The Purchase of A Compact Excavator For Greenwood Cemetery

EXECUTIVE SUMMARY

Presented for City Council's consideration is a request to approve a purchase order to Bobcat of the Quad Cities for the amount of \$51,497.01 for the purchase of a Bobcat E55 Compact Excavator with attachments. There is \$52,000 budgeted for a Compact Excavator to be purchased in FY23/24.

STAFF RECOMMENDATION

Approve the purchase order to Bobcat of The Quad Cities in the amount of \$51,497.01 for the purchase of a Bobcat E55 Compact Excavator with attachments.

BACKGROUND/DISCUSSION

The Compact Excavator will be used in daily cemetery operations for burials. The attachments purchased for the machine include a three-foot bucket for full burials and an auger head unit for cremations. The current Compact Excavator is used heavily in the fall for tree clean-up. The current compact excavator has a \$30,000.00 trade-in value. Two bids were received for the Compact Excavator: One from Bobcat of the Quad Cities and one from Sinclair Tractor. Bobcat of the Quad Cities was the lowest bid.

CITY FINANCIAL IMPACT

In the FY 23/24 Cemetery Budget, \$52,000 was approved to purchase a compact excavator. This piece of equipment came in under budget.

ATTACHMENTS

1. Memo bid results for Mini Excavator

MEMORANDUM

November 29, 2023

TO: Richard Klimes, Director of Parks and Recreation
FROM: Melissa Baker, Park Maintenance Supervisor
SUBJECT: Greenwood Cemetery Compact Excavator & Trailer

Bid Results for Greenwood Cemetery's Compact Excavator. Bid closing was on 11/7/2023 at 2 pm.

We had two companies submit bids for the replacement of a Compact Excavator at Greenwood Cemetery.

Bobcat of the Quad Cities	Unit Price	Trade-in Value
E55 Bobcat Compact Excavator	\$69,787.47	\$30,000.00
Depth Check System	\$5,904.54	
3' Bucket	\$1,849.00	
Auger Drive Unit & 18" Bit	\$3,956.00	
Total	\$81,497.01	\$51,497.01
Sinclair Tractor		
50 P-tier Compact Excavator	\$85,725.79	\$32,080.00
Depth Check System	No Bid	
3' Bucket	\$1,748.90	
Auger Drive Unit & 18" Bit	\$9,820.34	
Total	\$97,295.03	\$65,215.03



City of Muscatine

ITEM NUMBER 2023-0587

AGENDA ITEM SUMMARY

DATE: 12/7/2023

STAFF

Brett Parcher, Golf Course Supervisor
Richard Klimes, Parks and Recreation Director

SUBJECT

Request to approve purchase order to Van Wall Equipment for \$45,250 for a spray rig at the golf course.

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval to purchase a 2020 John Deere Gator with a new sprayer attachment. Bids were received from multiple vendors with the lowest bid from Van Wall Equipment for \$45,250

STAFF RECOMMENDATION

At this time city staff would recommend the issuance of a purchase order to Van Wall Equipment for \$45,250 for the purchase of a 2020 John Deere Gator with new sprayer attachment.

BACKGROUND/DISCUSSION

The sprayer will be used to spray chemicals and fertilizer at the golf course. This utility vehicle will be used as a sprayer and around the golf course when needed. The fund balance for the golf course has adequate funds to support the additional price for this vehicle. It will also save money at the golf course having this be a multi use vehicle instead of buying a new spray rig and a new long box utility vehicle.

CITY FINANCIAL IMPACT

In the FY23/24 Golf Maintenance Operations budget there is \$31,000 approved for the purchase of a utility vehicle.

ATTACHMENTS

1. Bid Document for Sprayer

MEMORANDUM

November 30, 2023

TO: Richard Klimes, Director of Parks and Recreation
FROM: Brett Parcher, Golf Course Supervisor
SUBJECT: Bid Document for Sprayer

Bid Documents were sent out to 3 vendors with 3 responding. Here are the results

<u>Company Name</u>	<u>Model</u>	<u>Price</u>
Van Wall Equipment	J.D. ProGator	\$45,250
Turfwerks	Smithco Spray Star 1200	\$52,555
MTI	Toro Workman HDX	\$66,846.44

The Golf Course Has \$31,000 approved for this purchase in the FY 23-24 Budget

Therefore it is my recommendation that we purchase the John Deere ProGator for \$45,250 from Van Wall Equipment in Rock Island, Illinois.

Brett Parcher
Golf Course Supervisor