



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD AT THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, DECEMBER 3, 2024

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/5077385758?pwd=HnP5mNpbXUczw62k2enfl845WV7vbo.1&omn=82780281623>

Meeting ID: 507 738 5758

Passcode: 6536584

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

CONSENT:

1. Council Minutes for November 19, 2024 Regular Session
2. Bolton & Menk, Washington Airport/Rehabilitate Hanger Fee, \$680
3. Future Line Truck Bodies, Dump Body for M/C Tonner Truck, \$14,149.73
4. Simmering-Cory, Grant Administration Services, \$16,000
5. Simmering-Cory, October 2024 Ordinances Supplement, \$579
6. Veenstra & Kimm, Inc., Engineering services for 12th Ave. & Washington Street Intersection Improvements, \$752
7. Veenstra & Kimm, Inc., Engineering services for Central Park Restroom, \$1,007.50
8. Contracting, Inc., Centra Park Restroom Project Payment Request #1, \$21,981.418
9. Ace n More, 1901 E. Washington Street, Class B Retail Alcohol License **(renewal)**
10. Department Reports

SPECIAL PRESENTATION

SPECIAL EVENT REQUEST

- Live Animal Christmas Show & Winter Wonderland, Alley on 215 S. Marion Avenue, Marion Avenue Baptist Church, of December 10th, 11th, 13th 2024, 5:00 – 10:00 p.m. and December 14th, 15th 2024, 8:00 a.m. – 9:00 p.m.

PUBLIC COMMENT – Please limit comments to 3 minutes

CLAIMS & FINANCIALS

- Claims Report for December 3rd, 2024

PUBLIC HEARING

1. Budget Amendment #1 for Fiscal Year 2025

NEW BUSINESS

1. Discussion and Consideration of a Resolution Setting the Public Hearing for the Fiscal Year 25 Budget Amendment #1 for December 3rd, 2024.
2. Discussion and Consideration for Approval to sign the 28E Agreement with the Iowa Alcoholic Beverages Division for the FY2025 Tobacco Compliance Program.
3. Discussion and Consideration of a Resolution Approving a Surface Transportation Block Grant Program Agreement (STBG-SWAP) With the Iowa Department of Transportation for Pavement Repairs and Restriping on Iowa Highway 92.
4. Discussion and Consideration of a Resolution Approving a Highway Safety Improvement Program Agreement (HISP-SWAP) with the Iowa Department of Transportation for Pavement Repairs and Restriping on Iowa Highway 92.
5. Discussion and Consideration of a Resolution Approving Contractors for the Owner-Occupied Housing Rehabilitation Program Administered by ECICOG.
6. Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 737 S. 2nd Avenue for \$28,950.
7. Discussion and Consideration to Approve and Authorize Mayor to sign Rehabilitation Contract, Forgivable Loan, and related contract documents for 602 E. Washington Street for \$34,950.
8. Discussion and Consideration to Approve and Authorize Mayor to sign Rehabilitation Contract for Forgivable Loan, and related contract documents for 529 W. Jefferson Street for \$25,600.
9. Discussion and Consideration to Approve and Authorize Mayor to sign Rehabilitation Contract, Forgivable Loan, and related contract documents for 703 W. Main Street for \$34,700.

10. Discussion and Consideration to Approve and Authorize Mayor to sign Rehabilitation Contract, Forgivable Loan, and related contract documents for 317 E. Main Street for \$28,500.
11. Discussion and Consideration to Approve and Authorize Mayor to sign Rehabilitation Contract, Forgivable Loan, and related contract documents for 515 W. Jefferson Street for \$28,200.
12. Discussion and Consideration to Set a Work Session to Hold the First FY26 Budget Meeting on January 7, 2025 at 4:00 p.m.
13. Discussion and Consideration to Approve Implementation of Time and Attendance Software.

UNFINISHED BUSINESS

1. Discussion and Consideration Approving a Resolution to Provide a Notice of Hearing and Letting on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 12th Avenue Traffic Signal Project and Taking of Bids Therefore. (tabled 11-19-2024)

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor
Illa Earnest
Patrick Morgan
Elaine Moore
Ivan Rangel
Kenneth Schroeder
Fran Stigers

ADJOURNMENT

City of Washington
Council Minutes 11-19-2024

At 6:00 P.M. the Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street with Mayor Millie Youngquist in the chair.

On roll call present: Morgan, Moore, Stigers, Rangel, Earnest, Schroeder. Absent: none

Mayor Youngquist asked for a Motion for approval of the Agenda. Motion by Stigers, second by Morgan to approve the Agenda. Motion carried.

CONSENT:

1. Council Minutes for November 5, 2024 Regular Session
2. YMCA of Washington County, Rec Services Agreement, \$20,000
3. Iowa Municipalities Workers' Compensation Association, Work Comp Premium 24-25 Installment 5, \$5,826.00
4. Gronewold, Bell, Kyhnn, & Co. P.C., Progress Billing on Audit of Financial Statements for Year Ended June 30, 2024, \$6,500
5. Cornerstone Excavating, 2022 Water Main Project, Pay Request No. 11, Balance Quantities and Final Payment, \$296,322.98
6. Cornerstone Excavating, 2022 Water Main Project, Pay Request No. 12, Release and Payment of Retainage, \$154,382.23
7. Panda Palace Chinese Restaurant, 100 W. Main Street, Special Class C Retail Alcohol License (**renewal**)
8. Halcyon House, 1015 South Iowa Avenue, Class C Retail Alcohol License (**renewal**)
9. Department Reports

Motion by Morgan, second by Moore to approve consent items 1-9. Motion Carried. 6-0.

Motion by Earnest, seconded by Moore to approve the Amended Special Event Request for SNOW Event on November 30, 2024 from 7:00 a.m. – 9:00 p.m. Motion carried. 6-0

Public Comment: None

The claims were presented by Finance Director, Kelsey Brown.

**CITY OF WASHINGTON, IOWA
CLAIMS BY FUND
45615.00**

GENERAL

ACCESS SYSTEMS	COPIER MAINTENANCE	42.84
ACE-N-MORE	SUPPLIES	322.35
ALBERT, KIRK	MILEAGE REIMBURSEMENT	106.53
ALL AMERICAN PEST CONTROL	PEST CONTROL	125.00
ALLIANT ENERGY	ALLIANT ENERGY	2519.12

AMAZON CAPITAL SERVICES
 AMERICAN LIBRARY ASSOCIATION
 AXON ENTERPRISES, INC
 BAKER & TAYLOR
 BDH TECHNOLOGY LLC
 BOUND TREE MEDICAL, LLC
 CENTRAL IOWA DISTRIBUTING
 CINTAS CORP LOC. 342
 CINTAS FIRST AID & SAFETY
 CJ COOPER & ASSOC.
 CUSTOM IMPRESSIONS INC
 DELONG, BRENDAN
 DEMCO INC
 ELLIOTT BULK SERVICES, LLC
 GALLS LLC
 GOOGLE LLC
 HIWAY SERVICE CENTER
 IMPRESSIONS COMPUTERS, INC
 IMWCA
 IOWA LAW ENFORCMT ACADEMY
 IOWA PEACE OFFICERS ASSOCIATION
 IOWA PRISON INDUSTRIES
 ISCIA
 KCTC
 KO KO THETT
 MID-AM RES. CHEMICAL CORP
 MORETTA, AMIYA
 RICH PUMPING
 STAPLES BUSINESS ADVANTAGE
 SUMMIT FIRE PROTECTION
 TIFCO INDUSTRIES
 TRACTOR SUPPLY
 USA TODAY
 VALENTINE, TAMMY
 VERIZON WIRELESS
 WAGNER, BILL
 WASH CO RECORDER
 WASH COUNTY MINIBUS
 WASHINGTON DISCOUNT TIRE
 WASHINGTON RENTAL
 WMPF GROUP LLC

OFFICE SUPPLIES/CHAIRS 708.24
 MEMBERSHIP RENEWAL 210.00
 ILEA TRAINING SUPPLIES 509.16
 LIBRARY MATERIALS 1456.04
 IT CONTRACT 547.00
 GLOVES 139.69
 JANITORIAL SUPPLIES 273.80
 TOWEL SERVICE 216.61
 FIRST AID SUPPLIES 7.15
 NEW HIRE TESTING 50.00
 BUSINESS CARDS 55.00
 MILEAGE REIMBURSEMENT 385.25
 PROCESSING SUPPLIES 208.88
 FUEL 3797.24
 SWEATSHIRT/SHIRTS 389.86
 EMAIL SUBSCRIPTION 395.99
 PARTS 313.79
 COMPUTER MAINTENANCE 85.00
 FY24 AUDIT PREM ADJUSTMENT 155.00
 APPLICANT TESTING 40.00
 MEMBERSHIP DUES 30.00
 PANTS-KEPHART 134.98
 CONF- VAN WILLIGEN & BRDEC 350.00
 PHONE & INTERNET 368.55
 WRITERS WORKSHOP 50.00
 CONCRETE SEALER 357.53
 WRITERS WORKSHOP 40.00
 CEDAR MULCH 400.00
 BATTERIES AND PAPER 182.89
 INSPECTIONS 664.00
 SAFETY GLASSES & MASKS 220.21
 DOG FOOD 47.98
 SUBSCRIPTION 398.78
 HOMEBOUND MILEAGE REIMB 7.37
 WIRELESS SERVICE 1342.51
 LODGING REIMBURSMENT 357.16
 RECORDING & FILING FEES 117.00
 LOST- NOVEMBER 2024 28874.61
 NEW TIRES 652.40
 SWITCH- PART 45.23
 LEGAL ADVERTISING 651.27
TOTAL 48352.01

AIRPORT

ALLIANT ENERGY
 BAUTISTA MIRANDA, YOLANDA

ALLIANT ENERGY 466.52
 OCTOBER CLEANING 375.00

VERIZON WIRELESS
WEST LAWN CARE
WINDSTREAM IOWA COMMUNICATIONS

WIRELESS SERVICE 46.47
MOWING 755.00
NOV SERVICE 215.63
TOTAL 1858.62

ROAD USE

ARNOLD MOTOR SUPPLY
RIVER PRODUCTS
HY-VEE
AMAZON CAPITAL SERVICES
APPLIED INDUSTRIAL TECHNOLOGIES
ELLIOTT BULK SERVICES, LLC

PARTS 295.38
STONE AND SAND 468.49
SASSO MTG 71.75
SUPPLIES 98.17
SUPPLIES 290.67
FUEL 1145.76
TOTAL 2370.22

STREET LIGHTING

ALLIANT ENERGY

ALLIANT ENERGY 12239.32
TOTAL 12239.32

HOTEL/MOTEL TAX

WASH CHAMBER OF COMMERCE

AD FOR HOLIDAYS 508.00
TOTAL 508.00

SC RES UR

WASHINGTON STATE BANK

TIF VOGELS 35573.93
TOTAL 35573.93

INDUSTRIAL DEVELOP

WASH TITLE & GUARANTY CO
WEDG

ABSTRACT 750.00
915 E TYLER- WEDG SHARE 4298.88
TOTAL 5048.88

TREE COMMITTEE

MAPLE AVE GREENHOUSE
FLEMING NURSERY

TREES 677.85
TREES 455.00
TOTAL 1132.85

LIBRARY GIFT

AMAZON CAPITAL SERVICES
KANOPY INC
MCCLENAHAN, CRAIG

MIP SUPPLIES 22.97
DIGITAL MATERIALS 93.00
AUDIO 101 CLASS 100.00
TOTAL 215.97

WATER UTILITY

ALL AMERICAN PEST CONTROL
ALLIANT ENERGY
ALTHOFF, JOSHUA

PEST CONTROL 35.00
ALLIANT ENERGY 14642.28
WATER DEPOSIT REFUND 18.65

AMAZON CAPITAL SERVICES
 ANDERSON, BRETT
 BARFIELD, VALERIE
 BURKS, AMANDA
 CAPPER CHRYSLER DODGE JEEP RAM
 CINTAS FIRST AID & SAFETY
 CORE & MAIN LP
 CRISWELL, LAINEY
 CRUZ RUIZ, KENIA
 EICHELBERGER FARMS I
 ELLIOTT BULK SERVICES, LLC
 EPPERLY, RANDY
 GARIBAY, JUAN
 GLOBAL PAYMENTS
 HI-LINE INC
 HIWAY SERVICE CENTER
 IA DEPT OF REVENUE
 IDEAL READY MIX
 ION ENVIRONMENTAL SOLUTIONS
 LAWS, JACOB
 LINDSEY, LIZA
 PEREZ AVINA, GRISELDA
 POLLARDWATER
 REYES, JUANITA
 SIMON, NICHOLAS
 SUMMIT FIRE PROTECTION
 TOPPING, DAWSON & CH
 TYLER TECHNOLOGIES
 USA BLUEBOOK
 VERIZON WIRELESS

SUPPLIES 122.99
 WATER DEPOSIT REFUND 91.24
 WATER DEPOSIT REFUND 38.68
 WATER DEPOSIT REFUND 102.19
 DIP STICK 33.70
 FIRST AID SUPPLIES 31.82
 SUPPLIES 850.98
 WATER DEPOSIT REFUND 120.73
 WATER DEPOSIT REFUND 11.62
 WATER DEPOSIT REFUND 116.86
 FUEL 476.72
 MILEAGE REIMBURSEMENT 14.07
 WATER DEPOSIT REFUND 75.89
 GLOBAL PAYMENTS 5324.38
 PARTS 407.96
 SHOP SUPPLIES 20.80
 WET TAX 9256.59
 WATER MAIN 9953.50
 LAB SERVICES 148.00
 WATER DEPOSIT REFUND 67.75
 WATER DEPOSIT REFUND 33.55
 WATER DEPOSIT REFUND 104.27
 WATER LEAK DETECTOR 3870.00
 WATER DEPOSIT REFUND 99.51
 WATER DEPOSIT REFUND 79.55
 INSPECTION 470.00
 WATER DEPOSIT REFUND 87.65
 UTILITY BILLING ONLINE BAL 25.00
 SAFETY GLASSES 290.12
 WIRELESS SERVICE 92.94
TOTAL 47114.99

SEWER UTILITY

ALLIANT ENERGY
 AMAZON CAPITAL SERVICES
 CINTAS FIRST AID & SAFETY
 EASTERN IOWA CHIROPRACTIC CENTRE, PC
 ELECTRICAL ENGINEERING & EQUIPMENT CO
 ELLIOTT BULK SERVICES, LLC
 EUROFINS ENVIRONMENT TESTING NC
 G & R MILLER CONSTRUCTION
 HOTSY CLEANING SYSTEMS
 IA DEPT OF REVENUE
 IOWA PUMP WORKS INC
 MACQUEEN EQUIPMENT
 RIVER PRODUCTS

ALLIANT ENERGY 13870.64
 LIGHT TIMER 235.00
 FIRST AID SUPPLIES 7.15
 PRE-EMPLOYMENT PHYSICAL 165.00
 GENERATOR SERVICE 2275.00
 FUEL 1029.45
 CERTIFIED TESTING 1748.38
 PART 36.00
 SOAP N WAX FOR WASH BAY 408.50
 SALES TAX 2242.80
 WEST EQ PUMP REPAIR 13172.67
 BEARINGS FOR LEAF VAC 1155.92
 STONE AND SAND 290.85

STATE HYGIENIC LAB	CERTIFIED TESTING	29.50
TRACTOR SUPPLY	BATTERY MAINTAINER & DOG F	26.99
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE BAL	25.00
VERIZON WIRELESS	WIRELESS SERVICE	130.95
WINDSTREAM IOWA COMMUNICATIONS	NOV SERVICE	67.53
WMPF GROUP LLC	EMPLOYMENT ADVERTISING	17.50
	TOTAL	36934.83

SANITATION

ABC DISPOSAL SYSTEMS	ABC DISPOSAL SYSTEMS	58586.60
	TOTAL	58586.60

SELF INSURANCE

EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	279.84
	TOTAL	279.84

TOTAL **250216.06**

Motion by Morgan, seconded by Moore to approve November 19, 2024 claims report. Motion carried. 6-0

The October 2024 Financial Report was presented by Finance Director, Kelsey Brown.

**CITY OF WASHINGTON, IOWA
MONTH TO DATE REVENUE REPORT
OCTOBER 31, 2024**

FUND	M-T-D REVENUES
001-GENERAL FUND	1483099.19
002-AIRPORT FUND	66973.80
010-CHAMBER REIMBURSEMENT	18183.68
011-MAIN STREET REIMBURSEMENT	4701.65
012-WEDG REIMBURSEMENT	9573.26
050-DOWNTOWN INCENTIVE GRANT	0.00
110-ROAD USE	115383.35
112-EMPLOYEE BENEFITS	377911.62
113-LIABILITY INSURANCE	0.00
114-EMERGENCY LEVY	0.00
121-LOCAL OPTION SALES TAX	115498.44

122-LOST DEBT SERVICE	0.00
123-LOST DEBT SERVICE RESERVE	0.00
124-HOTEL/MOTEL TAX	7094.58
125-UNIF COMM UR-NE IND	9970.98
126-SE RES UR	0.00
127-UNIF COMM UR - BRIARWOOD	0.00
128-URBAN RENEWAL AREA #3B/D	0.00
129-SC RES UR	39132.70
130-URBAN RENEWAL AREA #3D	0.00
131-URBAN RENEWAL AREA #4	23563.75
132-UNIF COMM UR - EBD	0.00
133-UNIF COMM UR-IRE	55905.09
134-DOWNTOWN COMM UR	3778.81
135-UNIFIED COMM UR-BAZOOKA	0.00
145-HOUSING REHABILITATION	0.00
146-LMI TIF SET-ASIDE	0.00
200-DEBT SERVICE	437847.15
300-CAPITAL EQUIPMENT	0.00
301-CAPITAL PROJECTS FUND	17677.05
303-WWTP CAPITAL PROJ FUND	0.00
305-RIVERBOAT FOUND CAP PROJ	179541.11
308-INDUSTRIAL DEVELOPMENT	32775.79
309-MUNICIPAL BUILDING	0.00
310-WELLNESS PARK	0.00
311-SIDEWALK REPAIR & REPLACE	0.00
312-TREE REMOVAL & REPLACE	0.00
315-RESIDENTIAL DEVELOPMENT	174.37
317-ARPA CAPITAL PROJECTS	1973.15
325-BUILDING & FACILITY MAINT	0.00
510-MUNICIPAL BAND	0.00
520-DOG PARK	0.00
530-TREE COMMITTEE	0.00
535-NEIGHBORHOOD PRIDE	0.00
540-POLICE FORFEITURE	0.00
541-K-9 PROGRAM	150.00
545-SAFETY FUND	0.00
550-PARK GIFT	111.28
570-LIBRARY GIFT	2819.11
580-CEMETERY GIFT	0.00
590-CABLE COMMISSION	0.00
600-WATER UTILITY	205372.38
601-WATER DEPOSIT FUND	1050.00
602-WATER SINKING	0.00
603-WATER CAPITAL PROJECTS	160355.00
610-SANITARY SEWER	212500.88
612-SEWER SINKING	0.00
613-SEWER CAPITAL PROJECTS	0.00
670-SANITATION	61399.75

910-LIBRARY TRUST	0.00
950-SELF INSURANCE	36339.86
951-UNEMPLOYMENT SELF INS	415.70
TOTAL BALANCE	<u>3681273.48</u>

Motion by Stigers, seconded by Morgan to approve the October 2024 Financial Report. Motion carried. 6-0

Discussion and Consideration of Setting the Public Hearing for the Fiscal Year 25 Budget Amendment #1 for December 3, 2024. Motion by Moore to approve, seconded by Rangel. Roll call on motion. Ayes: Earnest, Morgan, Moore, Rangel, Stigers, Schroeder. Nays: none. Motion carried.

Discussion and Consideration for a Resolution to Provide a Notice of Hearing and Letting on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 12th Avenue Signal Project and Taking of Bids Therefore. Motion by Moore, seconded by Schroeder to table the item until December 3rd, 2024 Regular Session. Motion carried. 6-0

Discussion and Consideration of Change order No. 4 for Water Main Project on West Madison and East Main Street Balance of Quantities and Project Changes. Motion by Rangel to approve, seconded by Stigers. Motion Carried. 6-0

Discussion and Consideration of a Resolution Accepting the West Madison and East Main Water Main Project as Complete. Motion by Moore to approve, seconded by Rangel. Roll call on motion. Ayes: Earnest, Morgan, Moore, Rangel, Stigers, Schroeder. Nays: none. Motion carried. **(RESOLUTION NO. 2024-076)**

Discussion and Consideration of a Resolution Obligating and Appropriating Urban Renewal TIF for the Repayment of the Eligible Debts for Fiscal Year 2026. Motion by Morgan to approve, seconded by Earnest. Roll call on motion. Ayes: Earnest, Morgan, Moore, Rangel, Stigers, Schroeder. Nays: none. Motion carried. **(RESOLUTION NO. 2024-077)**

Discussion and Consideration of a Service Agreement with Impressions Computers for IT Services. Motion by Earnest to approve, seconded by Morgan. Motion Carried. 6-0

Department reports were presented.

Motion by Stigers, seconded by Morgan that the Regular Session held at 6:00 p.m., Tuesday, November 19, 2024, is adjourned at 6:26 p.m. Motion passed unanimously.

ATTEST:
Kathy Kron, Deputy City Clerk

Millie Youngquist
Mayor



Please Remit To: Bolton & Menk, Inc.
1980 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Washington
Washington Airport Commission
Kevin Erpelding, Chairman
215 East Washington
Washington, IA 52353

October 31, 2024
Project No: OT5.131760.000
Invoice No: 0349391
Client Account: WASHINGT_CI_IA

Washington/Rehabilltate Hangar

Fee

Total Fee	25,000.00		
Percent Complete	84.92	Total Earned	21,230.00
		Previous Fee Billing	20,550.00
		Current Fee Billing	680.00
		Total Fee	680.00
		Total this Invoice	\$680.00

301-6-6020-6723
002-6-2080 Initials *JEK*
EXP. *Nagar Rehab*
Vender # _____ Date Rec. *11-18-2024*
Due Date _____ Inv # _____

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. 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, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13495 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.



Invoice

Invoice Number:	18029
Date	11/19/2024

Remit to:
 PO Box 10131
 Cedar Rapids, IA 52410
 319-730-3800

Customer
 City Of Washington
 215 East Washington Street
 Washington, IA 52353

Shipping Address

Order #	Ship Date	Ship Via	Sales Rep	Due Date	Terms
15623	10/14/2024		Call In Marshall RE	12/19/2024	Net 30
Item	Description	Qty	Rate	Amount	
Per Quote	0073983 GALION 3460014 100USD9 9 FT SUPER DUTY DUMP BODY RIGID 108X84X18X24X24, 3500180 K16648 FIT-N-FORGET LED KIT, 3300618 CAB PROTECTOR 1/4X84 10 GA. - DUE IN 9/13	1.00	5,860.27	5,860.27T	
FREIGHT-TRUCK TH4016	Freight - Inbound - TRUCK	1.00	850.00	850.00	
	TUFF BODY 4016 Hoist Package, DOUBLE ACTING PUMP	1.00	2,195.40	2,195.40T	
Install Dump Body	Install 2-3 Yard Dump Body	1.00	1,424.00	1,424.00T	
Install Hoist	Install Hoist 2-3 Yard Dump Body	1.00	1,353.84	1,353.84T	
Install Hitch		1.00			
HDH12X34	HITCH PLATE, 1/2" STEEL	1.00	206.00	206.00T	
B38W	1/2 Inch Forged D-Ring With Weld-On Mounting Bracket	2.00	14.30	28.60T	
			0.00	0.00	
1804055	Black Receiver Tube 2 Inch I.D. x 6 Inch Long Welded To 1/2 Inch Mounting Plate	1.00	78.96	78.96T	
Lbr Cost	Labor	2.00	105.00	210.00T	
Supplies		1.00	5.00	5.00T	
	1/2" HITCH PLATE, D-RINGS, BOLT ON RECEIVER TUBE, 7-WAY WIRING			528.56	

VIN#

Please direct remittance and payment questions to accounts@futureline.com
 Questions about your order, contact teap@futureline.com

Please do not pay off the subtotal. The balance to pay is at the bottom. For questions, please call 319-730-3800 or email teap@futureline.com. Thank you!

Restocking fee of 25% will be charged on returns.



Invoice

Invoice Number:	18029
Date	11/19/2024

Remit to:
 PO Box 10131
 Cedar Rapids, IA 52410
 319-730-3800

Customer
 City Of Washington
 215 East Washington Street
 Washington, IA 52353

Shipping Address

Order #	Ship Date	Ship Via	Sales Rep	Due Date	Terms
15623	10/14/2024		Call In Marshall RE	12/19/2024	Net 30
Item	Description	Qty	Rate	Amount	
AT361818	Premium Aluminum toolbox 36x18x18, .125 smooth 5052 alloy (body) tread-brite 3003 alloy (door)... 1. 5/8" Automotive seal..2. Four side weather-shielded door frame concealed rain gutter..3. Stainless steel hinge with huck fasteners	1.00	495.80	495.80T	
Miscellaneous Part	Fabricate Toolbox Brackets	1.00	100.00	100.00T	
Labor (Cost)	Install Labor Install Toolbox	2.00	110.00	220.00T	
8891082	CLASS 1 LOW PROFILE OVAL MINI LIGHT BAR	1.00	186.88	186.88T	
8892202	Ultra Thin 5 Inch Amber/Clear LED Strobe Light	4.00	61.42	245.68T	
6391215	PRE-WIRED SWITCH WITH MOMENTARY BUTTON	1.00	29.30	29.30T	
Labor (Cost)	Install Labor Install Strobe Package 16 Week Lead Time	6.00	110.00	660.00T	

VIN#

F.E.T. \$14,149.73

Sales Tax (0.0%) \$0.00

Please direct remittance and payment questions to accounts@futureline.com
 Questions about your order, contact teap@futureline.com

Please do not pay off the subtotal. The balance to pay is at the bottom. For questions, please call 319-730-3800 or email teap@futureline.com. Thank you!

Restocking fee of 25% will be charged on returns.

Total	\$14,149.73
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Simmering-Cory | Iowa Codification
114 E. 5th Street, Storm Lake, IA 50588
P.O. Box 244, Storm Lake, IA 50588
Tel 641-357-7595 | Fax 515-724-7868



INVOICE 2024-SC-0059

9.26.2024

BILL TO

City of Washington
PO Box 516
Washington, IA 52353

INSTRUCTIONS

Thanks for your business.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Grant Administration Services 21-WS-021 - FINAL	16,000.00	\$16,000.00
TOTAL DUE			\$16,000.00

Thank you for your business!

NOTICE: We have been informed by the United States Postal Service that mail directed to us must be addressed as follows or it will be returned to the sender. Please send any checks or other materials to the following address:

**Simmering-Cory | Iowa Codification
P.O. Box 244
Storm Lake, Iowa 50588**

Please update our account in your files and financial system to ensure that this address is the correct address used. Note that they do NOT want both the PO Box and street address listed.

Simmering-Cory | Iowa Codification
114 E. 5th Street, Storm Lake, IA 50588
P.O. Box 244, Storm Lake, IA 50588
Tel 641-357-7595 | Fax 515-724-7868



INVOICE 2024-IC-0452

11.6.2024

BILL TO

City of Washington
PO Box 516
Washington, Iowa 52353

INSTRUCTIONS

Thanks for your business.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	October 2024 Supplement Ord. No. 1162 to 1166	579.00	\$579.00
TOTAL DUE			\$579.00

Thank you for your business!

NOTICE: We have been informed by the United States Postal Service that mail directed to us must be addressed as follows or it will be returned to the sender. Please send any checks or other materials to the following address:

Simmering-Cory | Iowa Codification
P.O. Box 244
Storm Lake, Iowa 50588

Please update our account in your files and financial system to ensure that this address is the correct address used. Note that they do NOT want both the PO Box and street address listed.



**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

November 22, 2024
Invoice No: 24653 - 19

Project Manager Leland Belding III

Engineering services for 12th Ave & Washington Street Intersection Improvements:

Professional Services from October 20, 2024 to November 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Clerical II	4.00	89.00	356.00	
Engineer II-A	2.00	198.00	396.00	
Totals	6.00		752.00	
Total Labor				752.00
		Total this Invoice		\$752.00



**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

November 22, 2024
Invoice No: 24659 - 9

Project Manager Leland Belding III

Engineering services for Central Park Restrooms:

Professional Services from October 20, 2024 to November 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Clerical II	5.00	89.00	445.00	
Engineer I-B	1.00	223.00	223.00	
Architect II	1.00	167.00	167.00	
Drafter III	1.50	115.00	172.50	
Totals	8.50		1,007.50	
Total Labor				1,007.50
		Total this Invoice		\$1,007.50



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

PAY ESTIMATE NO. 1

**CENTRAL PARK RESTROOM RECONSTRUCTION
WASHINGTON, IOWA**

November 26, 2024

Christner Contracting, Inc.
17587 Hwy 34
Ottumwa, IA 52501

Contract Amount \$260,400.00
Contract Date October 22, 2024
Pay Period Nov. 11, 2024 - Nov. 30, 2024

BID ITEMS							
	Description	Unit	Completed Previously	Completed This Period	Scheduled Value	Quantity Completed	Value Completed
005	General Conditions	LS		\$ 2,430.31	\$ 34,718.66	7%	\$ 2,430.31
010	Mobilization	LS		\$ 3,348.00	\$ 5,580.00	60%	\$ 3,348.00
015	Temp Facilities/Controls	LS		\$ 3,980.00	\$ 9,950.00	40%	\$ 3,980.00
020	Testing/Additional Insurance	LS		\$ 1,024.25	\$ 1,205.00	85%	\$ 1,024.25
025	Survey	LS		\$ 1,200.00	\$ 1,200.00	100%	\$ 1,200.00
030	Building Demo/Concrete Package	LS		\$ 5,993.50	\$ 23,974.00	25%	\$ 5,993.50
035	Maonry Package	LS			\$ 68,720.00		\$ -
040	Wood Framing Package	LS			\$ 7,298.00		\$ -
045	FRP	LS			\$ 4,400.00		\$ -
050	Insulation	LS			\$ 950.00		\$ -
055	Weather Barrier	LS			\$ 5,000.00		\$ -
060	Sheet Metal Flash/Coverings	LS			\$ 3,810.00		\$ -
065	Joint Protection	LS			\$ 400.00		\$ -
070	Doors and Frames	LS			\$ 6,840.00		\$ -
075	Painting, Concrete Sealing	LS			\$ 3,305.00		\$ -
080	RR Accessories	LS			\$ 5,487.00		\$ -
085	Plumbing	LS			\$ 33,150.00		\$ -
090	HVAC	LS			\$ 16,900.00		\$ -
095	Electrical	LS		\$ 2,350.00	\$ 23,500.00	10%	\$ 2,350.00
100	Landscaping Repairs	LS			\$ 1,200.00		\$ -
105	Bonding	LS		\$ 2,812.34	\$ 2,812.34	100%	\$ 2,812.34
Contract Price:					\$ 260,400.00		\$ 23,138.40

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
Total				\$ -

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 260,400.00	\$ 23,138.40
Approved Change Order (list each)		
	Revised Contract Price	\$ 260,400.00

Stored

Total Earned \$ 23,138.40

Retainage (5%) \$ 1,156.92

Total Earned Less Retainage \$ 21,981.48

Total Previously Approved (list each)		

Total Previously Approved \$ -

Amount Due This Request \$ 21,981.48

Percent Complete 9%

The amount \$21,981.48 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Christner Contracting, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Washington, Iowa

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: *Leland Belding*
Name: Leland Belding
Title: Engineer
Date: November 26, 2024

Signature: _____
Name: _____
Title: _____
Date: _____



REQUEST FOR PAYMENT

From: Christner Contracting Inc.
17587 Hwy 34
Ottumwa, IA 52501

To: City of Washington
215 E Washington St
Washington, IA 52353

Invoice: 244160001
Draw: 1
Invoice date: 11/26/2024
Period ending date: 11/30/2024

Request for payment:

Original contract amount \$260,400.00
Approved changes \$0.00
Revised contract amount
Contract completed to date

Project: 24-4160
CCI Project: 24-4160
Central Park RR Reconstruction
107 W. Washington St.
Washington, Iowa 52353

Contract date: 10/22/2024
PO #: 24658

Less retainage \$1,156.93
Total completed less retainage
Less previous requests \$0.00
Current amount due \$21,981.47

Architect: Veanstra & Kimm Inc.
2600 University Pkwy
Coraville, IA 52241

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
NET CHANGES by Change Order	0.00	0.00
		0.00

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the City of Washington relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Christner Contracting Inc.

By:

Date: 11.26.24

State of IA

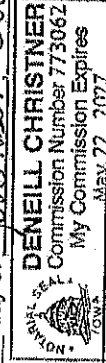
Subscribed and sworn to before me this

Notary Public Deneill Christner

My commission expires:

County of Wapello

26th day of November, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



REQUEST FOR PAYMENT DETAIL

Draw: 1
 Invoice: 244160001
 Invoice Date: 11/26/2024
 Period To: 11/30/2024

Detail Page 2 of 2 Pages

A Item No.	B Description of Work	C Scheduled Value	D Work Completed From Prev Application	E Work Completed This Period	F Presently Stored Materials (Not in D or E)	G Total Completed And Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage Balance
005	General Conditions	34,718.66		2,430.31		2,430.31	32,288.35	121.52
010	Mobilization	5,580.00		3,348.00		3,348.00	2,232.00	167.40
015	Temp Facilities/Controls	9,950.00		3,980.00		3,980.00	5,970.00	199.00
020	Testing/Additional Insurance	1,205.00		1,024.25		1,024.25	180.75	51.21
025	Survey	1,200.00		1,200.00		1,200.00		60.00
030	Building Demo/Concrete Package	23,974.00		5,993.50		5,993.50	17,980.50	299.68
035	Masonry Package	68,720.00					68,720.00	
040	Wood Framing Package	7,298.00					7,298.00	
045	FRP	4,400.00					4,400.00	
050	Insulation	950.00					950.00	
055	Weather Barrier	5,000.00					5,000.00	
060	Sheet Metal Flash/Coverings	3,810.00					3,810.00	
065	Joint Protection	400.00					400.00	
070	Doors and Frames	6,840.00					6,840.00	
075	Painting, Concrete Sealing	3,305.00					3,305.00	
080	RR Accessories	5,487.00					5,487.00	
085	Plumbing	33,150.00					33,150.00	
090	HVAC	16,900.00					16,900.00	
095	Electrical	23,500.00		2,350.00		2,350.00	21,150.00	117.50
100	Landscaping Repairs	1,200.00					1,200.00	
105	Bonding	2,812.34		2,812.34		2,812.34		140.62

Totals	260,400.00	23,138.40	23,138.40	8.89	237,261.60	1,156.93
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Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kathy Kron, City Clerk
Kelsey Brown, Finance Director
Kevin D. Olson, City Attorney



City of Washington
215 East Washington St.
Washington, Iowa 52353
(319) 653-6584
(319) 653-5273 Fax

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE LICENSE RENEWALS

Business Name: **Ace n More**

Business Address: **1901 E. Washington Street, Washington, Iowa**

App #: **App-210864**

Type of License: New: _____ Renewal: X Special: _____ Five-Day: _____

Amendment: _____

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class B Retail Alcohol License**

Automatic Renewal:

Cigarette License:

Dance Permit:

Sunday Sales: **Sunday sales are now an inherent privilege included in your license type with no additional fee. You are no longer required to choose Sunday Sales as a separate privilege.*

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **November 19, 2024**

Police: DCI background check and/or local background check: Yes: _____ No: _____

Police Chief sign off [Signature]. Date 11-6-2024

Fire: fire inspection done: Yes: _____ No: _____

Fire Chief sign off _____ . Date _____ .

Set 0830

Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kathy Kron, City Clerk
Kelsey Brown, Finance Director
Kevin D. Olson, City Attorney



City of Washington
215 East Washington St.
Washington, Iowa 52353
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Type of License: New: _____ Renewal: X Special: _____ Five-Day: _____

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Beer/Wine Permit:

Liquor License: **Class B Retail Alcohol License**

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Sunday Sales: **Sunday sales are now an inherent privilege included in your license type with no additional fee. You are no longer required to choose Sunday Sales as a separate privilege.*

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **November 19, 2024**

Police: DCI background check and/or local background check: Yes: _____ No: _____

Police Chief sign off _____ Date _____

Fire: fire inspection done: Yes: _____ No: _____

Fire Chief sign off  _____ Date 11/20/24



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
C & H JONES INC	ACE N MORE	(319) 653-6700		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1901 E WASHINGTON ST		WASHINGTON	WASHINGTON	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1901 E WASHINGTON ST	WASHINGTON	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
HOLLY JONES	(319) 653-8951	21hollyjones@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000059	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 12, 2025	Jan 11, 2026	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Holly Jones	WASHINGTON	Iowa	523539313	President	50.00	Yes
Craig Jones	WASHINGTON	Iowa	523539313	secretary	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Kathy Kron, 319-653-6584 ext 131; kkron@washingtioniowa.gov

****Requires advance City Council approval- Council meets 1st & 3rd Tuesdays at 6 PM;
Completed applications are due the Thursday previous to the meeting****

1. **APPLICANT INFORMATION**

Name/Event: Live Animal Christmas Show & Winter Wonderland

Coordinator: Abe Koehn

Contact Number: 319-461-8891

Email Address: a.koehn@marionavenuebaptist.com

2. **EVENT INFORMATION**

Event Description: Our new facility will be used as a waiting area for those attending our Christmas Show, so they will be walking up & down the alley at various times throughout the week.

Days/Dates of Event: Dec 10; 11, 13: 5:00pm - 10:00pm & Dec 14, 15: 8:00am - 9:00pm

Time(s) of Event: (Include Set Up/Tear Down Time) see above

Event Location: The alley between our buildings (215 S. Marion Ave)

Will event require an alcohol license or require modification of an existing license? Yes No

3. **REQUEST INFORMATION (Check All Applicable Items)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

Temporarily close a street for a special event (specify street, times, and indicate on map:)

Description: Alley to the north of our church building (215 S. Marion Ave) to allow for heavy foot traffic for our Live Animal

Christmas Show.

Method of Notification for businesses/downtown residents (if applicable):

Hand delivered letters

Other Requests

_____ Temporarily park in a "No Parking" area location: _____

_____ Use of City Park (specify park : _____
Electrical Needs: _____

_____ Walk/Run (attach map of route and indicate streets to be closed)

_____ Fireworks (specify location :)

_____ Use of gators/UTV/ATV on City streets

_____ Parade (attach map of route and indicate streets to be closed)

_____ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

_____ Emergency "No Parking" Signs

_____ Traffic cones

_____ Picnic Tables

_____ Yield signs for crosswalks

_____ Garbage/Recycling Barrels

_____ Street Sweeping following (parades)

_____ Other (please specify :)

5. SOUND SYSTEMS Please indicate if the following will be used (verify availability with Parks Dept):

_____ Amplified Sound/Speaker System

_____ Public Address System

_____ Recorded/Live Music

_____ If so: BMI/ASCAP License obtained?

6. SANITATION Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? _____ Yes No If yes, how many? _____
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? _____ Yes No If yes, how many?)

Contact Person: Abe Koehn

Phone: 319-461-8891

7. INSURANCE


For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

8. AGREEMENT

In consideration of the City of Washington, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Washington, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Washington, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind than the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.


11/21/24

 Applicant/Sponsor Signature Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>11/21</u>	City Clerk (Liquor Licenses)	Kathy Kron 319-653-6584 ext 131	kkron@washingtioniowa.gov Comments/Restrictions:
<u>11/21</u>	Police Chief	Jim Lester 319-458-0264	jlester@washingtioniowa.gov Comments/Restrictions:
<u>11/21</u>	Fire Chief	Brendan DeLong 319-461-3796	firedept@washingtioniowa.gov Comments/Restrictions:
<u>11/21</u>	Streets	JJ Bell 319-653-1538	jjbell@washingtioniowa.gov Comments/Restrictions:
<u>N/A</u>	Parks	Nick Pacha 319-321-4886	npacha@washingtioniowa.gov Comments/Restrictions:
<u>N/A</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:		

CITY COUNCIL APPROVAL

 City Clerk Signature Date of Action Approved: _____ Denied: _____
 CONDITIONS IMPOSED: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company, S.I. NAIC# 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MARION AVENUE BAPTIST CHURCH 215 S Marion Ave Washington IA 52353-1743	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	0025807 25-794087	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Marion Avenue Baptist Church 215 Marion Ave Washington IA 52353-1743	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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MAINTENANCE & CONSTRUCTION DEPT. REPORT

11-9-24/11-22-24

STREETS: Personnel continued the leaf vac program, concluding on December 2. The street sweeper has been busy with all the leaves and other debris. Personnel worked a couple alleys in town. Personnel installed 24 new/reworded NO PARKING signs in several areas.

WATER DISTRIBUTION: Personnel disconnected the water services to the Central Park bathrooms. Personnel marked out water boxes for future nonpayment disconnections. Fire hydrants were flagged for the winter season and after flushing the hydrants some were checked for drain backs. Gate valves were exercised for shutdown of the water main for Bazooka, who are replacing a private fire hydrant.

SEWER COLLECTION: Personnel disconnected the sewer service to the Central Park bathrooms.

STORM SEWER COLLECTION: Personnel vac'd intakes during leaf pick up.

MECHANIC/SHOP: Personnel installed salt spreaders into #115 & #111 and put winter steer tires on, installed post driver on Parks tractor loader, FD #2 (thermostat gasket and fuel filter), PD #232 (viper system controller fuse and replaced battery), repaired LB White heater in washbay, Cat & JD end loaders snow pushers (rubber scrapers and adjusted) and checked all the snow plows and put a slide seal on all the blades (helps the snow slide off).

OTHER: Personnel responded to 59 One Call Locates. The yard waste program continued which will conclude on Wednesday November 27. Personnel hauled spoil away from the shop. Personnel also hauled sand and rock back to the material storage building. 3 personnel attended a three day IRW class for CEUs.

*Please note that this report does not include every task M/C personnel performed, but shall be a highlight of our work performed as a department.

Joe Gaa, City Administrator
Kathy Kron, City Clerk
Millie Youngquist, Mayor
Kevin Olson, City Attorney

Park Board Members:
Jayson Keil
Charles Halvorson
Erin Elgin
Jane Blieu
Erin Smith



City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

Parks Superintendent:
Nick Pacha

November City Council Update – Parks Department

- Mulching of leaves on all Parks properties and areas our Dept. maintains.
- Changing of holiday banners downtown for Main St. and hanging of holiday baskets
- Hanging of wreathes, snowflakes, holidays decorations
- Installed 110 T posts and Trees for Main streets at Central Park.
- Drinking Fountains in Parks winterized.
- A lot of time spent on Wellness Park Soccer field concession/restroom project meetings, meeting with sub contractors and lining up timing of trades to get on site.
- Wellness park soccer concession stand/restrooms project. Walls are up, trusses on, weather proof wrap on outside. KCTC installed fiber optics to the building and security camera wiring and 5 out of 6 cameras. Windows are installed. Doors are installed, exterior concrete and trail is finished. Metal exterior is installed, Metal is installed on storage room. Plumbing and electrical are 75% complete. HVAC is 90% completed. We (Parks Dept) will be doing interior work as soon as some of the subs get done. We are trimming out and installing glass board on walls and ceilings in mechanical room, insulation in walls, restrooms, and concession area.
- Central Park restroom pre-construction meeting. Water, sewer have been dug up by M/C and capped off. Security fencing is up. We have removed all items from old restrooms worth saving. Demo of old structure was done on Sunday 11/24.
- Working with Chamber to get downtown top of building lights repaired and Frontier power pole reinstalled after accident broke old pole and components.
- Nick attended yearly continuing instructional program for IDALS spraying license.
- Attended weekly Department head meetings.
- Attended YMCA board meeting
- No November Park board meeting, next meeting December 12
- Maintenance of all equipment including tractor, mowers, utility cart, gator etc.
- Shop and office cleaning and organizing trying to create more room.
- Bi-weekly garbage removal around parks.
- Seasonal part time staff are done working for the season. 3 members retiring.

*****Please note, this is a summary of work completed this month and does not include everything completed by the Department.*****

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
DECEMBER 3, 2024**

POLICE	ACE-N-MORE	KEY TAGS/RINGS	30.53	
	ALLIANT ENERGY	ALLIANT ENERGY	624.49	
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	67.65	
	DE LAGE LANDEN PUBLIC FINANCE LLC	MDT TABLET LEASE	577.88	
	GALLS LLC	BADGES	346.81	
	MARCO, INC.	COPIER LEASE	449.99	
	RANGEMASTERS TRAINING CENTER	BODY ARMOR/SUPPLIES	1,242.52	
	SECRETARY OF STATE	NOTARY- BOTKINS	30.00	
	SLEEP INN & SUITES	LODGING	89.60	
	VISA-TCM BANK, N.A.	MEALS FOR TRAINING,FUEL,NOTARY	187.12	
		TOTAL	3,646.59	
	FIRE	ALLIANT ENERGY	ALLIANT ENERGY	1,405.10
CJ COOPER & ASSOC.		EMPLOYEE SCREENINGS	50.00	
ELLIOT OIL COMPANY-BP ONE TRIP		FUEL	39.23	
FIRE SERVICE TRAINING BUREAU		TRAINING	100.00	
HIWAY SERVICE CENTER		FUEL FILTER	29.99	
IEMSA		TRAINING - BILL W.	365.00	
VISA-TCM BANK, N.A.		LODGING & MEALS	1,172.85	
		TOTAL	3,162.17	
DEVELOPMENT SERVICES		BRUNS, DAVID	INSPECTIONS 2024	405.00
			TOTAL	405.00
LIBRARY	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	147.70	
	BAKER & TAYLOR	LIBRARY MATERIALS	258.25	
	GAZETTE COMMUNICATIONS INC - SUBSCRIPT	SUBSCRIPTION	234.00	
	GFC LEASING - WI	PRINTER LEASE	249.64	
	GREINER, ALISON	MILEAGE REIMBURSEMENT	227.80	
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	61.38	
	VISA-TCM BANK, N.A.	ZOOM, GOGGLE, FAX SERV, PO	171.73	
		TOTAL	1,350.50	
PARKS	ACE-N-MORE	SUPPLIES	152.93	
	ALLIANT ENERGY	ALLIANT ENERGY	2,069.54	
	AMAZON CAPITAL SERVICES	HAMMER DRILL	136.51	
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	437.00	
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	145.86	
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	50.00	
	ELECTRICAL ENGINEERING & EQUIPMENT CO	LIGHT REPAIR	101.25	
	IOWA SFMA	MEMBERSHIP RENEWAL	75.00	
	JOHN DEERE FINANCIAL	MOWER REPAIR	4.06	
	KALONIAL LAWN CARE	FALL SPRAYING	1,500.00	
	KAZAKOV, MILLANA	2024- MUNICIPAL BAND PAY	87.00	
	MIDWEST TREE SERVICE INC.	XMAS LIGHTS FOR FOUNTAIN	750.00	
	ULINE	SUPPLIES	122.98	
	VISA-TCM BANK, N.A.	FOUNTAIN REPAIR, MEMBERSHI	526.18	

WASHINGTON LUMBER	CUTTING SUPPLIES/LADDER	75.58
WASHINGTON RENTAL	BLOWER REPAIR	60.00
	TOTAL	6,293.89

CEMETERY

ACE-N-MORE	SHOP KEYS	11.97
ALLIANT ENERGY	ALLIANT ENERGY	27.67
ALLIANT ENERGY	ALLIANT ENERGY	137.71
PONTEM SOFTWARE	BURIAL SOFTWARE	2,620.00
TIFCO INDUSTRIES	SAFETY GLASSES	179.17
WIBSTAD, ZACH	BOOT REIMBURSEMENT	100.00
	TOTAL	3,076.52

FINANCIAL ADMIN

ACE-N-MORE	SUPPLIES	23.98
ALLIANT ENERGY	ALLIANT ENERGY	1,092.86
AMAZON CAPITAL SERVICES	SUPPLIES	99.52
BAKER PAPER & SUPPLY	COPY PAPER	252.00
BROWN, KELSEY	REIMBURSEMENT	16.41
CEC	MEDIA EQUIPMENT MAINTENANC	5,262.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES	49.00
IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	318.75
KRON, KATHY	MEAL REIMBURSEMENT	20.00
PITNEY BOWES GLOBAL FIN SERVICES LLC	POSTAGE METER RENTAL	259.44
ROTARY CLUB OF WASHINGTON	DUES	148.30
SECRETARY OF STATE	NOTARY APPLICATION-KELSEY	30.00
STOREY KENWORTHY/MATT PARROTT	TAX FORMS	246.22
ULINE	MATS FOR CITY HALL	1,019.20
VISA-TCM BANK, N.A.	REGISTRATION/WEBSITE/SOFTWARE	566.38
WMPF GROUP LLC	LEGAL ADVERTISING	20.95
	TOTAL	9,425.01

AIRPORT

ACE-N-MORE	SUPPLIES	342.00
VISA-TCM BANK, N.A.	ZOOM FEE	17.11
	TOTAL	359.11

ROAD USE

ACE-N-MORE	SUPPLIES	200.13
ARNOLD MOTOR SUPPLY	WASHER FLUID	24.60
CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	50.00
DOUDS STONE LLC	ROADSTONE	763.53
EASTERN IOWA TIRE - BURLINGTON	TIRES	1,511.84
ELLIOT OIL COMPANY-BP ONE TRIP	FUEL	136.71
HI-LINE INC	PARTS	359.96
IOWA PRISON INDUSTRIES	SIGNS	773.30
	TOTAL	3,820.07

STREET LIGHTING

ALLIANT ENERGY	ALLIANT ENERGY	398.43
	TOTAL	398.43

HOTEL/MOTEL TAX

KEITH DIGITAL MEDIA	VIDEO SHOOT & EDITING	700.00
VISA-TCM BANK, N.A.	WEB, WEBSITE, COMPUTER	150.53
VORTEX DIGITAL BUSINESS SOLUTIONS, INC	WEB UPDATES	2,050.20

		TOTAL	2,900.73
SC RES UR	WASHINGTON STATE BANK	TIF - VOGELS	2,586.98
		TOTAL	2,586.98
DOWNTOWN COMM UR	MARSHALL'S PROPERTIES, LLC	TIF REBATE	3,778.81
		TOTAL	3,778.81
CAPITAL PROJECTS	CORE & MAIN LP	CENTRAL PARK RR	1,582.89
		TOTAL	1,582.89
INDUSTRIAL DEVELOP	WEDG	LOT 5 - 6% ON SALE	2,100.00
		TOTAL	2,100.00
WELLNESS PARK	CARSON PLUMBING & HEATING SRVS INC	WP CONCESS STAND PLUMBING	1,760.41
	VISA-TCM BANK, N.A.	FOUNTAIN REPAIR, MEMBERSHI	940.02
	WASHINGTON LUMBER	SUPPLIES	1,805.01
		TOTAL	4,505.44
K-9 PROGRAM	ACE-N-MORE	K9 FOOD	44.99
		TOTAL	44.99
LIBRARY GIFT	MCCLENAHAN, CRAIG	MCCLENAHAN, CRAIG	100.00
	OVERDRIVE, INC.	DIGITAL MATERIALS	589.22
	PLASTICARDS INC.	LIBRARY CARDS	784.00
	TUCCI, JESSICA H.	POTTERY MAKE IT SPACE	793.48
		TOTAL	2,266.70
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	4,760.98
	ACE-N-MORE	SUPPLIES	191.92
	CONKLIN, DANA	MILEAGE REIMBURSEMENT	28.14
	FERGUSON WATERWORKS# 2516	METER READER REPAIR	330.00
	POSTMASTER	BULK MAILING WATER BILLS	1,265.85
	VISA-TCM BANK, N.A.	DNR CERTIFICATION	32.29
		TOTAL	6,609.18
WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	198.24
	ALLIANT ENERGY	ALLIANT ENERGY	40.06
	AMAZON CAPITAL SERVICES	SWEATSHIRTS	174.80
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	34.52
	CORE & MAIN LP	DT BATHROOMS	122.88
	E H WACHS COMPANY	EXERCISE VALVE WRENCH	729.08
	IOWA ONE CALL	SERVICE	145.80
	MUNICIPAL MANAGEMENT CORP.	WATER LEAK DETECTOR ANNUAL	3,500.00
		TOTAL	4,945.38

SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	122.63
	IGRAPHIX, INC	H2S METER SHIPPING	18.05
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	100.00
	VISA-TCM BANK, N.A.	LODGING	339.26
		TOTAL	579.94
SEWER COLLECTION	ARNOLD MOTOR SUPPLY	PARTS	79.99
	EASTERN IOWA TIRE - BURLINGTON	TIRES	1,511.84
	VISA-TCM BANK, N.A.	WEB, WEBSITE, COMPUTER	775.00
	WASHINGTON DISCOUNT TIRE	TIRE DISPOSAL	131.84
		TOTAL	2,498.67
SANITIATION	WASH CO HUMANE SOCIETY	COLLECTIONS NOVEMBER	333.90
		TOTAL	333.90
		TOTAL	66,670.90

City of Washington- FY2024-25 Budget Amendment #1
Summary for Council

Previously Approved Projects/Purchases

Capital Projects	RV Source	RV Source
300- Capital Equipment	19,509.28	Reimbursement- Britton Trust/Fire Association
300- Capital Equipment	467,968.00	Capital Equipment Balance - Previous Yrs GF/LOST trsf
301 - Airport Fuel Farm	143,130.48	85% State Funded Grant
301 - Re-lighting Runway 18/36	14,420.00	Federal Grant
301 - Central Park Restroom	300,000.00	Riverboat Municipal Grant Funding
308 - Industrial Development	432,886.64	Sale/Payoff of Brava Tile Building -915 E Tyler
310 - Wellness Park Concession Stand/Soccer Lighting	170,000.00	Riverboat Municipal Grant Funding/LWCRF Grant
310 - General Wellness Park Exp	(150,000.00)	
603 - Water Capital Projects	860,000.00	CDBG/Previous year bond proceeds/ARPA

Previously Approved Projects/Purchases

Other expenses	RV Source	RV Source
001 - General Fund (Police)	6230	Fund Balance
001- General Fund (Police)	6181	Fund Balance
001- General Fund (Police)	6199	Fund Balance
001 - General Fund (Police)	6419	Fund Balance
001 - General Fund (Police)	6040	9,800.00 GTSB Grant
001 - General Fund (Police)	6699	2,120.00 GTSB Grant
001 - General Fund (Fire)	6332	Fund Balance
001 - General Fund (Fire)	6350	Fund Balance
001 - General Fund (Fire)	6332	Fund Balance
001 - General Fund (Fire)	6723	4,600.00 DNR Grant
001 - General Fund (Fire)	8490	Fund Balance
001 - General Fund (Admin)	6189	Fund Balance
001 - General Fund (Admin)	6490	Fund Balance
002 - Airport	6723	Fund Balance
122-LOST Debt Service	6852	300.00
134 - Downtown TIF	6493	3,200.00
135 - Bazoocka TIF	6799	(64,427.00)
144 - Housing Rehab	6552	300,000.00 IEDA Downtown Housing Grant
200 - Debt Service	6599	Fund Balance
530 - Tree Committee	6310	1,150.00
550 - Park Gift	6509	5,000.00
570- Library Gift	6721	10,000.00
570- Library Gift	6490	1,000.00
570- Library Gift		37,497.53

Total \$2,574,995.82

\$1,709,267.52

Transfers (Included Above)

From	Out Amount	To	In Amount	Purpose
Riverboat Cap Proj	300,000.00	Capital Projects	300,000.00	Central Park Restrooms
Industrial Develop	432,886.64	Residential Develop	432,886.64	Brava Tile Property Sale
Riverboat Cap Proj	70,000.00	Wellness Park CP	70,000.00	Concession Stand
Downtown TIF	(2,442.00)	Capital Projects	(2,442.00)	Reduce Transfer for Downtown TIF
Bazoocka TIF	64,427.00	Sewer Collection	64,427.00	Bazoocka TIF-Internal Loan Payback
	864,871.64		864,871.64	

Other Notes

- Lucas Device - EMS
- Fire Truck Pumper Chassis
- 15% Airport Funded with transfer
- Carryover project from FY24
- Payment to WEDG of half of the proceeds per agreement, rest transferred to Res Dev
- Carryover project from FY24
- Reduce to move concession stand expense to its own line (above)
- Carryover project from FY24

Other Notes

- Academy cost for Botkins/Kleese, ILEA supplies, ILEA meals, Butler Contract Buyout
- Uniform expense for Botkins, Kleese, Butler
- Applicant testing
- IT Infrastructure Upgrade/Updates, increased monthly IT costs
- GTSB program overtime
- Engine 2 repair
- Doorbell repair & ladder testing
- Aerial platform repair - fire damage, covered by insurance proceeds received last fiscal year
- Station signal booster and portable radio
- Adjust budget for seasonal wages omitted in original budget - wages
- City Admin relocation expenses
- City Admin search consultant
- John Deere Gator purchase
- Missed FY24 Bond Fee Payment
- Rebate payment - need to increase to total because 75% was requested from County
- TIF expense should be a transfer instead of rebate agreement as originally budgeted
- Pass-through for Journal Building Downtown Housing Grant
- Missed FY24 Bond Fee Payments
- Carryover invoices
- Reduce to reflect Central Park Restroom in CP
- Makerspace program expenditures
- Library bathroom renovations
- Makerspace construction expenses

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of WASHINGTON
Fiscal Year July 1, 2024 - June 30, 2025

The City of WASHINGTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025

Meeting Date/Time: 12/3/2024 06:00 PM	Contact: Kelsey Brown	Phone: (319) 653-6584 ext: 122
--	------------------------------	---------------------------------------

Meeting Location: Washington City Council Chambers
215 E. Washington Street
Washington, Iowa 52353

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	4,395,755	0	4,395,755
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,395,755	0	4,395,755
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	512,925	0	512,925
Other City Taxes	6	1,465,675	0	1,465,675
Licenses & Permits	7	134,750	0	134,750
Use of Money & Property	8	487,918	0	487,918
Intergovernmental	9	2,898,412	748,202	3,646,614
Charges for Service	10	5,804,445	7,000	5,811,445
Special Assessments	11	20,000	0	20,000
Miscellaneous	12	474,326	19,509	493,835
Other Financing Sources	13	150,000	934,556	1,084,556
Transfers In	14	5,853,929	864,872	6,718,801
Total Revenues & Other Sources	15	22,198,135	2,574,139	24,772,274
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,397,497	102,016	2,499,513
Public Works	17	1,391,207	14,000	1,405,207
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,353,769	-50,502	1,303,267
Community and Economic Development	20	437,463	-56,227	381,236
General Government	21	1,543,353	316,355	1,859,708
Debt Service	22	1,540,002	1,450	1,541,452
Capital Projects	23	1,464,353	1,397,904	2,862,257
Total Government Activities Expenditures	24	10,127,644	1,724,996	11,852,640
Business Type/Enterprise	25	5,417,310	850,000	6,267,310
Total Gov Activities & Business Expenditures	26	15,544,954	2,574,996	18,119,950
Transfers Out	27	5,853,929	864,872	6,718,801
Total Expenditures/Transfers Out	28	21,398,883	3,439,868	24,838,751
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	799,252	-865,729	-66,477
Beginning Fund Balance July 1, 2024	30	8,607,872	506,118	9,113,990
Ending Fund Balance June 30, 2025	31	9,407,124	-359,611	9,047,513

Explanation of Changes: carryover capital projects, training costs, repairs, bond fees, makerspace expenses, equipment



Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

Rhonda Hill
Administrative Assistant

November 18, 2024

Shamus Altenhofen
Lieutenant

To: Mayor & City Council

Jason Chalupa
Sergeant

Cc: Joe Gaa, City Administrator

Benjamin Altenhofen
Sergeant

Kelsey Brown, Finance Director

Kathy Kron, City Clerk

Brian VanWilligen
Sergeant / Investigator

Ref.: 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement

Eric Kephart
K-9 Handler

The Police Department has again been invited to participate in the I-pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY2025. This is a program we have participated in for several years and during the last two years all retailers checked in Washington were in compliance.

Mia Brdecka
Police Officer

The agreement requires a compliance check at each of the licensed retailers between now and February 15, 2025. Any business that fails the first compliance check would be rechecked prior to May 15, 2025. Clerks that fail the compliance checks are ticketed.

Jacob Butler
Police Officer

The agreement includes a \$75 fee paid to the Police Department for each compliance check completed.

Ryan Burkhardt
Police Officer


Devin Fraise
Police Officer

Easton Botkins
Police Officer

Noah Kleese
Police Officer

I am requesting City Council approval to sign the 28E Agreement with the Iowa Alcoholic Beverages Division for the FY2025 Tobacco Compliance Program.

Respectfully,



Jim Lester
Chief of Police




Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kathy Kron, City Clerk
Kevin Olson, City Attorney

City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: November 25, 2024

SUBJECT: Resolution to Approve Contracts with Iowa Dept. of Transportation

The City of Washington is currently partnering with the Iowa Department of Transportation to complete two related projects at the intersection of 12th Avenue and E. Washington Street. The IDOT will oversee the bidding process for the project related to pavement improvements at 12th Ave and re-striping of Washington St. That project has two funding sources from IDOT that are being used in the project. For each program, an agreement is required between the City and IDOT. You will find two agreements with draft resolutions attached.

The first is a Highway Safety Improvement Program (HSIP) grant for \$87,000. The other is a Surface Transportation Block Grant Program for \$159,632. The project will be bid in early 2025. An costs above the total of the grants will be the responsibility of the City.

These items have been placed on the December 3rd Council meeting agenda. If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

RESOLUTION NO. 2024-

RESOLUTION APPROVING A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT (STBG-SWAP) WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR PAVEMENT REPAIRS AND RESTRIPIING ON IOWA HIGHWAY 92.

WHEREAS, the City Council of the City of Washington has heretofore deemed it necessary and desirable to re-configure the intersection of 12th Avenue and Highway 92 and to re-stripe Highway 92 from 2nd Ave to the east city limits (the "Project"); and,

WHEREAS, to that end, the City of Washington obtained grant funding for the Project via the Surface Transportation Block Grant Program ("STBG-SWAP"); and

WHEREAS, the Iowa Department of Transportation ("IDOT") has heretofore drafted a STBG-SWAP funding agreement whereby IDOT will provide matching funds for the Project up to the amount of \$159,632; and

WHEREAS, it is now necessary for the City Council to approve said funding agreement with IDOT.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the aforementioned STBG-SWAP Funding Agreement between the City of Washington and IDOT is hereby approved. Further, the Mayor is hereby directed to execute said Agreement on behalf of the City.

Passed and approved this 3rd day of December, 2024.

Millie Youngquist, Mayor

ATTEST:

Kathy Kron, City Clerk

June 2024

**IOWA DEPARTMENT OF TRANSPORTATION Agreement for a Surface Transportation Block Grant Program
Federal-aid Swap Project**

Recipient: City of Washington

Project No.: STBG-SWAP-8140(615)--SG-92

Iowa DOT Agreement No.: 5-24-STBG-SWAP-033-A

This is an agreement between the Washington, Iowa (hereinafter referred to as the Recipient), and the Iowa Department of Transportation (hereinafter referred to as the Department), for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

The Department and the Recipient previously entered into the following agreement(s) for the above referenced project: Agreement No. 5-23-STBG-SWAP-021 for PCC Pavement Widening in the City of Washington, on IA 92 E from 12th Street to Wiley Ave was executed by the Department and Recipient on August 28, 2023 and August 21, 2023 respectively. Agreement No. 5-23-STBG-SWAP-021 is subsequently rescinded and replaced with this agreement due to change in scope of project.

The Recipient and the Department previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
HSIP-SWAP	5-24-HSIP-SWAP-034-A	STBG-SWAP-8140(615)--SG-92	In Progress

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved Construction costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Jenifer Bates, and Local Systems Eastern Region Field Engineer, Dillon Feldmann. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described STBG Federal-aid Swap project:
In the City of Washington, IA 92 4 to 3 Lane Conversion on Madison St to Wiley Ave
4. Eligible project activities will be limited to Construction.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible Construction activities from STBG Federal-aid Swap funds. The portion of the Construction costs reimbursed by STBG Federal-aid Swap funds shall be up to \$159,632 as stipulated by the East Central Iowa Council of Governments..
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.

7. If the project described in Section 3 drops out of the East Central Iowa Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

8. The Recipient shall let the project for bids through the Department.

STBG Federal-aid Swap Project Agreement
Page 2

9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of City Official

I, _____, certify that I am the City Clerk of Washington, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Washington, Iowa

By _____ Date _____, 20____

Dillon Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

June 2024

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate

RPA, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.

- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the Department's Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating and Adjustment of Utilities on Primary Road System. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents in Doc Express.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.710, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract execution.

7. Construction

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

8. Reimbursements

- a. The Recipient will initially be responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department

determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.

- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federalaid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned, and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

RESOLUTION NO. 2024-

RESOLUTION APPROVING A HIGHWAY SAFETY IMPROVEMENT PROGRAM AGREEMENT (HSIP-SWAP) WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR PAVEMENT REPAIRS AND RESTRIPING ON IOWA HIGHWAY 92.

WHEREAS, the City Council of the City of Washington has heretofore deemed it necessary and desirable to re-configure the intersection of 12th Avenue and Highway 92 and to re-stripe Highway 92 from 2nd Ave to the east city limits (the "Project"); and,

WHEREAS, to that end, the City of Washington obtained grant funding for the Project via the Highway Safety Improvement Program ("HSIP-SWAP"); and

WHEREAS, the Iowa Department of Transportation ("IDOT") has heretofore drafted a HSIP-SWAP funding agreement whereby IDOT will provide matching funds for the Project up to the amount of \$87,000; and

WHEREAS, it is now necessary for the City Council to approve said funding agreement with IDOT.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the aforementioned HSIP-SWAP Funding Agreement between the City of Washington and IDOT is hereby approved. Further, the Mayor is hereby directed to execute said Agreement on behalf of the City.

Passed and approved this 3rd day of December, 2024.

Millie Youngquist, Mayor

ATTEST:

Kathy Kron, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for Highway Safety Improvement Program - Local Federal-aid Swap Project

Recipient: City of Washington

Project No.: STBG-SWAP-8140(615)--SG-92

Iowa DOT Agreement No.: 5-24-HSIP-SWAP-034-A

This is an agreement between the city of Washington, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Highway Safety Improvement Program (HSIP) - Local, Federal-aid Swap funds. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

The Recipient and the Department previously entered into the following agreement(s) for the above referenced project: Agreement No. 5-23-HSIP-SWAP-022 for PCC Pavement Widening, Traffic Signals, and Pavement Markings in the City of Washington, on IA 92 E from 12th Street to Wiley Ave was executed by the Department and Recipient on August 28, 2023 and August 21, 2023 respectively. Agreement No. 5-23-HSIP-SWAP-022 is subsequently rescinded and replaced with this agreement due to change in scope of project.

The Recipient and the Department previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
STBG-SWAP	5-24-STBG-SWAP-033-A	STBG-SWAP-8140(615)--SG-92	In Progress

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide HSIP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated for this project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Jenifer Bates and the Local Systems Eastern Region Field Engineer, Dillon Feldmann. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described HSIP project:

In the City of Washington, IA 92 4 to 3 Lane Conversion, Madison St to Wiley Ave
4. Eligible project activities will be limited to the following: Pavement marking removals and construction of pavement markings/symbols/grooving..
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid Swap funds. The portion of the project costs reimbursed by HSIP Federal-aid Swap funds shall be limited to \$87,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.
6. The Recipient shall pay for all project costs not reimbursed with HSIP Federal-aid Swap funds.

7. The Recipient shall let the project for bids through the Department.
 8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- HSIP Swap Project Agreement
Page 2
9. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
 10. The project shall be let to contract before October 1, 2026. If not, this agreement may become null and void. This deadline may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
 11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City: Washington

By _____ Date _____, 20____

Title of City Official

I, _____, certify that I am the City Clerk of Washington, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Washington, Iowa

IOWA DEPARTMENT OF TRANSPORTATION Transportation Development Division

By _____ Date _____, 20____

Dillon Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

June 2024

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

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- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the Department's Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating and Adjustment of Utilities on Primary Road System. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents in Doc Express.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.710, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.

- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract execution.

7. Construction

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

8. Reimbursements

- a. The Recipient will initially be responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all

costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:

- i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federalaid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned, and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.




*Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney*

*City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: October 27, 2024

SUBJECT: Resolution to Approve Contractors for Housing Rehab Program

In October the City Council approved contracts for six properties in the Housing Rehab Pilot Program being administered by ECICOG. Eight properties had previously been approved, bringing the total number of properties in the program to 14. In talking with program staff, it appeared there would be enough funding for one more property. They reviewed the applications and have prepared a scope of work for 1027 N. 6th Ave.

Attached you will find a resolution and bid tab to approve a contractor for 1027 N. 6th. You will also find documents for 529 W. Jefferson. This is a correction, rather than additional property. This work was approved in the previous round but was incorrectly noted on the bid tab as 529 W. Washington. The correct address is included in the resolution.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

RESOLUTION NO. 2024-

A RESOLUTION APPROVING CONTRACTORS FOR THE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM ADMINISTERED BY ECICOG

WHEREAS, the City of Washington, Iowa, has partnered with ECICOG to complete rehabilitation projects at owner-occupied homes located in the City, and

WHEREAS, ECICOG has procured contractors to complete the projects; and

WHEREAS, the City of Washington is serving as the fiscal sponsor for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA, that the City Council hereby approve the following properties, contractors and bid amounts for housing rehabilitation:

- | | | |
|---------------------------------------|---------------------|----------|
| 1. 1027 N. 6 th Ave. | Nguyen Construction | \$19,413 |
| 2. 529 W. Jefferson St. | BW Construction | \$25,600 |
| (Correction from Resolution 2024-072) | | |

Passed and approved this 3rd day of December, 2024.

Millie Youngquist, Mayor


Attest:

Kathy Kron, City Clerk

Bid Opening
City of Washington Rehabilitation Program
9:00 AM Wednesday, November 27, 2024

1027 N 6th Avenue
 (Scott)

Contractor	Nguyen Enterprises	Sunrise Builders	Swift & Swift LLC	Connerley Construction	BW Construction			
Total Bid Cost	\$ 19,413.00	\$ 23,663.00	\$ 25,300.00	\$ 20,200.00	\$ 26,730.00			

Authorized Signature 

Title: Housing Specialist

Date: 11/27/2024



Bid Opening
City of Washington Rehabilitation Program
3:00 PM Thursday, September 26, 2024

529 W Jefferson Street
(Wheeler)

Contractor	Cedar Ridge Contracting LLC	Serenity Windows & Siding	L&M Construction	BW Construction	Connerley Construction
Total Bid Cost	\$ 32,000.00	\$ 40,515.94	\$ 50,500.00	\$ 25,600.00	\$ 35,000.00

Authorized Signature 

Title: Housing Specialist

Date: 9/26/2024





Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: November 26, 2024

SUBJECT: Housing Rehab Program Construction Contracts, Forgivable Loans and Related Documents

In October the Council approved bids from contractors for six houses to participate in the Housing Rehab Program being administered by ECICOG. Those houses are:

317 E. Main	Cedar Ridge Contracting	\$28,500
529 W. Jefferson	BW Construction	\$25,600
703 W. Main	BW Construction	\$34,700
515 W. Jefferson	BW Construction	\$28,200
737 S. 2 nd Avenue	BW Construction	\$28,950
602 E. Washington	BW Construction	\$34,950

We are now at the stage where construction contracts and related documents need approved and signed. An item has been included on the December 3rd Council meeting agenda for each property. For each property, the following documents are included:

- Construction Agreement
- Rehabilitation Contract
- Forgivable Loan
- Anti-Kickback Statement
- Certification of Provisions for Non-Federal Entity Contracts Under Federal Awards w/ Appendix

A sample copy of these has been included in hard copies of your Council packets and copies for all properties are in the electronic versions.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 737 S 2nd Ave.

City Official

SIGNED _____

TITLE _____

I, Brent Wilson, of BW Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

Contractor

SIGNED Brent Wilson

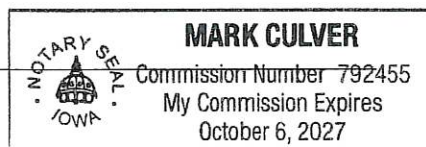
TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 13th day of November 2024.



Notary Public

My appointment expires: _____



**Construction Agreement
City of Washington Housing Rehabilitation Program**

Name: Dawn Garcia

Family Size: Three

Contractor: BW Construction

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.

Dawn M Garcia
Owner

11-13-24
Date

Owner

Date

Witnessed by:

[Signature]
Project Administrator

11-13-24
Date

Contractor:

Brent Wells
City Representative:

11-13-24
Date

Date

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "OWNER"

Name: **Dawn Garcia**

Street Address: **737 S 2nd Avenue**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "PUBLIC AGENCY"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **BW Construction** hereinafter referred to as the "CONTRACTOR"

Street Address: **2480 219th Blvd.**

City and State: **Washington, IA 52353**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **November 27, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **February 13, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

- (a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

- (b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.
- (c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 - 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
 19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
 20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
 21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$28,950.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Dawn M Garcia

Owner's Signature: _____

Date: 11-13-24

GENERAL CONTRACTOR

Officer's Signature: Brent V. Smith

Date: 11-13-24

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 11-13-24

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of Washington, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Dawn M Garcia & Delores A Carpenter, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **Twenty Eight Thousand Nine Hundred Fifty dollars and no cents (\$28,950)** for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$_____ for a total indebtedness of \$_____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: D. Amy

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

BEGINNING AT A POINT ON THE SOUTH LINE OF OUT LOT TWO (2) IN J. H. WILSON'S ADDITION TO SOUTH WASHINGTON, ONE OF THE ADDITIONS TO THE CITY OF WASHINGTON, AT A POINT 140 EAST OF THE WOUTHWEST CORNER OF SAID OUT LOT 2, RUNNING THENCE EAST 124 FEET, THENCE NORTH 49 ½ FEET, THENCE WEST 124 FEET, THENCE SOUTH 49 ½ FEET TO THE PLACE OF BEGINNING, OTHERWISE DESCRIBED AS THE SOUTH 49 ½ FEET OF LOT 7 OR OUT LOT 2, OF WILSON'S ADDITION TO SOUTH WASHINGTON, SAME BEING RECORDED IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, IOWA, IN PLAT BOOK 4, PAGE 516; IN WASHINGTON COUNTY, IOWA.

Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: BW Construction

Signature: Brent Wilson

Name of Authorized Signatory: Brent Wilson

Title: Owner

Date: 11-13-24

Awarded Entity Name: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brent Wilson
Signature of Contractor's Authorized Official

Brent Wilson, Owner
Name and Title of Contractor's Authorized Official

11-13-24
Date

Signature of Awarded Entity's Authorized Official

Name and Title of Awarded Entity's Authorized Official

Date

ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 737 S 2nd Ave.

City Official

SIGNED _____

TITLE _____


I, Brent Wilson, of BW Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

Contractor

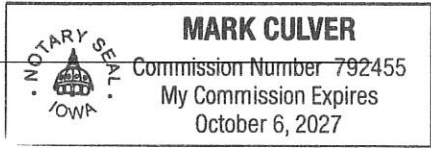
SIGNED Brent Wilson

TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 13th day of November 2024.


Notary Public

My appointment expires: _____



**Construction Agreement
City of Washington Housing Rehabilitation Program**

Name: Dawn Garcia

Family Size: Three

Contractor: BW Construction

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.

Dawn M Garcia
Owner

11-13-24
Date

Owner

Date

Witnessed by:

[Signature]
Project Administrator

11-13-24
Date

Contractor:

Brent Wicks

11-13-24
Date

City Representative:

Date

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Dawn Garcia**

Street Address: **737 S 2nd Avenue**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **BW Construction** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **2480 219th Blvd.**

City and State: **Washington, IA 52353**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **November 27, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **February 13, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed **ten (10)** percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$28,950.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Daun m garcia

Owner's Signature: _____

Date: 11-13-24

GENERAL CONTRACTOR

Officer's Signature: Bruce V. ...

Date: 11-13-24

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 11-13-24

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of Washington, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Dawn M Garcia & Delores A Carpenter, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **Twenty Eight Thousand Nine Hundred Fifty dollars and no cents (\$28,950)** for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$_____ for a total indebtedness of \$_____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: D. Amy

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 2 of 2**

I, Dawn M Garcia & Delores A Carpenter, do hereby mortgage, grant and convey to the City of Washington, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.

THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 737 2ND AVE S, WASHINGTON, IA 52353

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

EXECUTED BY:

Dawn M Garcia
Dawn M Garcia (Owner)

11-13-24
DATE

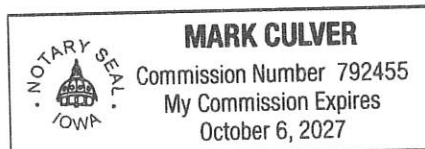
Delores A Carpenter
Delores A Carpenter (Owner)

11/13/24 DATE

Millie Youngquist – City of Washington Mayor Pro Tem DATE

BE IT REMEMBERED, that on this 13th day of November 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Dawn M Garcia & Delores A Carpenter who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

NOTARY PUBLIC



Prepared By and Return To: Mark Culver, BCICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

BEGINNING AT A POINT ON THE SOUTH LINE OF OUT LOT TWO (2) IN J. H. WILSON'S ADDITION TO SOUTH WASHINGTON, ONE OF THE ADDITIONS TO THE CITY OF WASHINGTON, AT A POINT 140 EAST OF THE WOUTHWEST CORNER OF SAID OUT LOT 2, RUNNING THENCE EAST 124 FEET, THENCE NORTH 49 ½ FEET, THENCE WEST 124 FEET, THENCE SOUTH 49 ½ FEET TO THE PLACE OF BEGINNING, OTHERWISE DESCRIBED AS THE SOUTH 49 ½ FEET OF LOT 7 OR OUT LOT 2, OF WILSON'S ADDITION TO SOUTH WASHINGTON, SAME BEING RECORDED IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, IOWA, IN PLAT BOOK 4, PAGE 516; IN WASHINGTON COUNTY, IOWA.

Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: BW Construction

Signature: Brent Wilson

Name of Authorized Signatory: Brent Wilson

Title: Owner

Date: 11-13-24

Awarded Entity Name: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

“44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING”
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brent Wilson
 Signature of Contractor’s Authorized Official

Brent Wilson, Owner
 Name and Title of Contractor’s Authorized Official

11-13-24
 Date

 Signature of Awarded Entity’s Authorized Official

 Name and Title of Awarded Entity’s Authorized Official

 Date

ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 602 E Washington Street.

City Official

SIGNED _____

TITLE _____

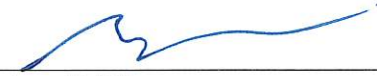
I, Brent Wilson, of BW Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

Contractor

SIGNED Brent Wilson _____

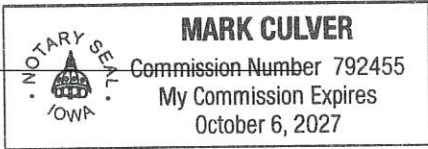
TITLE Owner _____

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 13th day of November 2024 .



Notary Public

My appointment expires: _____



Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: Old Construction

Signature: Brent Wilson

Name of Authorized Signatory: Brent Wilson

Title: Owner

Date: 11-13-24

Awarded Entity Name: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brent Wilton
Signature of Contractor's Authorized Official

Brent Wilton, Owner
Name and Title of Contractor's Authorized Official

11-13-24
Date

Signature of Awarded Entity's Authorized Official

Name and Title of Awarded Entity's Authorized Official

Date

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Steven Downs**

Street Address: **602 E Washington Street**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **BW Construction** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **2480 219th Blvd.**

City and State: **Washington, IA 52353**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **November 27, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **February 13, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed **ten (10)** percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:
"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
 19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
 20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
 21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$34,950.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Steven Deans

Owner's Signature: _____

Date: 11/13/2024

GENERAL CONTRACTOR

Officer's Signature: Brent

Date: 11-13-24

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 11-13-24

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of Washington, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Steven Downs, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **Thirty Four Thousand Nine Hundred Fifty dollars and no cents (\$34,950)** for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$ _____ for a total indebtedness of \$ _____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: SD

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 2 of 2**

I, **Steven Downs**, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.

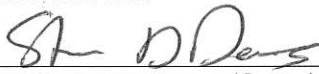
THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 602 E WASHINGTON STREET, WASHINGTON, IA 52353

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

EXECUTED BY:

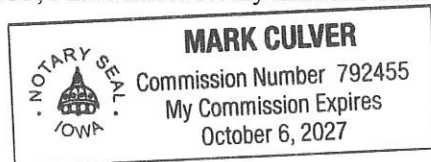

 Steven Downs (Owner) _____ 11/13/24
 DATE

 (Owner) DATE

Millie Youngquist – City of Washington Mayor _____ DATE

BE IT REMEMBERED, that on this 13th day of November 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Steven Downs who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.


 _____ NOTARY PUBLIC



Prepared By and Return To: Mark Culver, BCICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

LOT SEVEN (7), IN BLOCK FIVE (5), IN NORTH EAST WASHINGTON, THE SAME BEING ONE OF THE ADDITIONS TO THE TOWN, NOW CITY, OF WASHINGTON, IN WASHINGTON COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE STATE OF IOWA IN BOOK 130, PAGE 114.

Homeowner Initials: _____

SD

Construction Agreement
City of Washington Housing Rehabilitation Program

Name: Steven Downs

Family Size: Seven

Contractor: BW Construction

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.


Owner

11/13/2024
Date

Owner

Date

Witnessed by:


Project Administrator

11-13-24
Date

Contractor:



11-13-24
Date

City Representative:

Date

ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 703 W Main Street.

City Official

SIGNED _____

TITLE _____

I, Brent Wilson, of BW Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

Contractor

SIGNED Brent Wilson

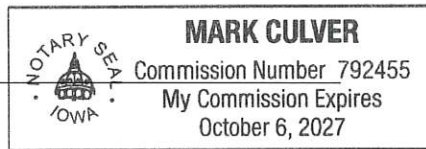
TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 13th day of November 2024.

[Signature]

Notary Public

My appointment expires: _____



Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: BW Construction

Signature: Brent Wilson

Name of Authorized Signatory: Brent Wilson

Title: Owner

Date: 11-13-24

Awarded Entity Name: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brent Wilson
Signature of Contractor's Authorized Official

Brent Wilson, Owner
Name and Title of Contractor's Authorized Official

11-13-24
Date

Signature of Awarded Entity's Authorized Official

Name and Title of Awarded Entity's Authorized Official

Date

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of **Washington**, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, **Sandra Jara**, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **thirty Four Thousand Seven Hundred dollars and no cents (\$34,700)** for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$_____ for a total indebtedness of \$_____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: sj

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 2 of 2**

I, **Sandra Jara**, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.

THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 703 MAIN STREET W, WASHINGTON, IA 52353

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

EXECUTED BY:

Sandra Jara

Sandra Jara

(Owner)

11/13/2024

DATE

(Owner)

DATE

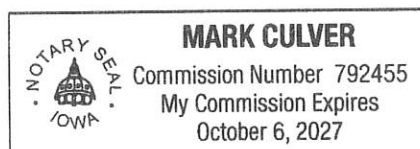
Millie Youngquist – City of Washington Mayor

DATE

BE IT REMEMBERED, that on this 13th day of November 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Sandra Jara who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

[Signature]

NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

LOT ONE (1), AND THE NORTH ONE-HALF OF THE ALLEY BETWEEN SAID LOT ONE (1) AND LOT TEN (10); ALL IN BLOCK SEVEN (7), IN THE WESTERN ADDITION TO THE CITY OF WASHINGTON; IN WASHINGTON COUNTY, IOWA.

Homeowner Initials: _____

Sj

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Sandra Jara**

Street Address: **703 Main Street W**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **BW Construction** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **2480 219th Blvd.**

City and State: **Washington, IA 52353**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **November 27, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **February 13, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed **ten (10)** percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
 - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
 - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$34,700.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: 

Owner's Signature: _____

Date: 11/13/2024

GENERAL CONTRACTOR

Officer's Signature: 

Date: 11-13-24

PROJECT ADMINISTRATOR

ECICOG signature: 

Date: 11-13-24

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

Construction Agreement
City of Washington Housing Rehabilitation Program

Name: Sandra Jura

Family Size: Four

Contractor: BW Construction

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.



Owner


11/13/2024

Date

Owner

Date

Witnessed by:



Project Administrator

11-13-24

Date

Contractor:



City Representative:

11-13-24

Date

Date

Date

ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 317 E Main Street.

City Official

SIGNED _____

TITLE _____

I, Tim Hand, of Cedar Ridge Contracting, contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

Contractor

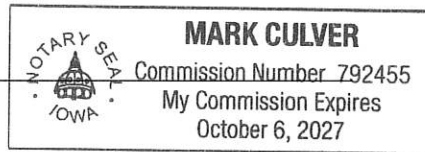
SIGNED 

TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 6th day of November 2024.


Notary Public

My appointment expires: _____



Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.


(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: Cedar Ridge Contracting LLC

Signature: 

Name of Authorized Signatory: Tim Haad

Title: Owner

Date: 11-7-24

Awarded Entity Name: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



 Signature of Contractor's Authorized Official

Tim Hand

 Name and Title of Contractor's Authorized Official

11-7-24

 Date

 Signature of Awarded Entity's Authorized Official

 Name and Title of Awarded Entity's Authorized Official

 Date

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of Washington, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Richard C Discher, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Twenty Eight Thousand Five Hundred dollars and no cents (\$28,500) for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$ _____ for a total indebtedness of \$ _____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: R.C.D.

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

LOT "B" IN AUDITOR'S SUB-DIVISION OF OUT LOT 13 IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY, OF WASHINGTON, IOWA, AS SHOWN IN PLAT BOOK 4, AT PAGE 527, IN THE OFFICE OF THE COUNTY RECORDER, IN WASHINGTON COUNTY, IOWA, EXCEPTING THE SOUTH 20 FEET THEREOF; AND BEGINNING AT A POINT 139 FEET EAST OF THE NORTHWEST CORNER OF OUT LOT 13 OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY, OF WASHINGTON, IN WASHINGTON COUNTY, IOWA, AND ON THE WEST LINE OF LOT B OF AUDITOR'S SUB-DIVISION OF SAID OUT LOT 13, PLAT OF WHICH SUB-DIVISION IS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WASHINGTON COUNTY, IOWA, IN PLAT BOOK 4 AT PAGE 527; RUNNING THENCE EAST ON THE NORTH LINE OF SAID OUT LOT 13, 88.7 FEET TO THE EAST LINE OF SAID LOT B; RUNNING THENCE NORTH 16.5 FEET, RUNNING THENCE SOUTHWEST ON A STRAIGHT LINE 89.1 FEET TO A POINT 16.4 FEET NORTH OF THE PLACE OF BEGINNING; RUNNING THENCE SOUTH 16.4 FEET TO THE PLACE OF BEGINNING; EXCEPTING FROM THE ABOVE DESCRIBED TRACTS THE EAST 24.50 FEET THEREOF; ALL IN WASHINGTON COUNTY, IOWA.

RCD

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Richard Discher**

Street Address: **317 E Main Street**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **Cedar Ridge Contracting** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **2771 Holly Ct NW**

City and State: **Swisher, IA 52338**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **November 21, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **February 7, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$28,500.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Richard Discher

Owner's Signature: _____

Date: 11-7-24

GENERAL CONTRACTOR

Officer's Signature: [Signature]

Date: 11-7-24

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 11-7-24

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

**Construction Agreement
City of Washington Housing Rehabilitation Program**

Name: Richard Discher

Family Size: One

Contractor: Cedar Ridge Contracting

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.

Richard Discher

Owner

11-7-24

Date

Owner

Date

Witnessed by:

[Signature]

Project Administrator

11-7-24

Date

Contractor:

[Signature]

City Representative:

11-7-24

Date

Date

ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 529 W Jefferson Street.

City Official

SIGNED _____

TITLE _____

I, Brent Wilson, of BW Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

Contractor

SIGNED Brent Wilson

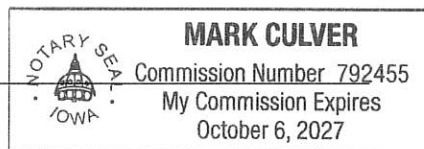
TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 13th day of November 2024.



Notary Public

My appointment expires: _____



Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to; the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: BW Construction

Signature: Brent Wilson

Name of Authorized Signatory: Brent Wilson

Title: Owner

Date: 11-13-24

Awarded Entity Name: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brent Wilcox
Signature of Contractor's Authorized Official

Brent Wilcox, Owner
Name and Title of Contractor's Authorized Official

11-13-24
Date

Signature of Awarded Entity's Authorized Official

Name and Title of Awarded Entity's Authorized Official

Date

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of Washington, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Jeff R. & Karin S. Wheeler, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Twenty Five Thousand Six Hundred dollars and no cents (\$25,600) for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$_____ for a total indebtedness of \$_____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: _____

JRW
OKSW

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 2 of 2**

I, Jeff R. & Karin S. Wheeler, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.



THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 529 W JEFFERSON STREET, WASHINGTON, IA 52353

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

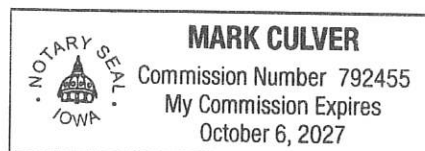
EXECUTED BY:

	<u>11/13/2024</u>
Jeff R. Wheeler (Owner)	DATE
	<u>11/13/2024</u>
Karin S. Wheeler (Owner)	DATE

Millie Youngquist – City of Washington Mayor	DATE
--	------

BE IT REMEMBERED, that on this 13th day of November 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff R. & Karin Wheeler who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

 NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

LOT NUMBER FIVE (5) IN THE ASSESSOR'S SUB-DIVISION OF OUT LOT NUMBER FOUR (4) IN THE ADDITION TO THE TOWN, NOW CITY, OF WASHINGTON; IN WASHINGTON COUNTY, IOWA.

Homeowner Initials:

JRW KSW

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Jeff & Karin Wheeler**

Street Address: **529 W Jefferson Street**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **BW Construction** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **2480 219th Blvd.**

City and State: **Washington, IA 52353**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **November 27, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **February 13, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
 - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
 - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$25,600.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature:  _____

Owner's Signature:  _____


Date: 11/13/2024

GENERAL CONTRACTOR

Officer's Signature:  _____

Date: 11-13-24

PROJECT ADMINISTRATOR

ECICOG signature:  _____

Date: 11-13-24

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

Construction Agreement
City of Washington Housing Rehabilitation Program

Name: Jeffrey Wheeler

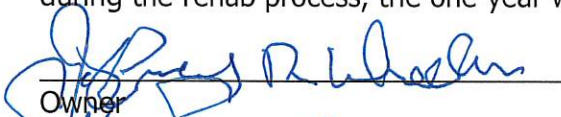
Family Size: Six

Contractor: BW Construction

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.


Owner

11/13/2024
Date


Owner

11/13/2024
Date

Witnessed by:


Project Administrator

11-13-24
Date

Contractor:


Contractor

11-13-24
Date

City Representative:

Date

ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 515 W Jefferson Street.

City Official

SIGNED _____

TITLE _____

I, Brent Wilson, of BW Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

Contractor

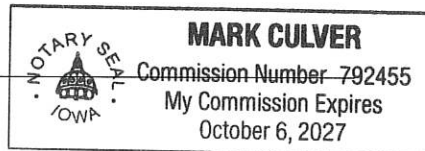
SIGNED Brent Wilson

TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 18th day of November 2024.

Notary Public

My appointment expires: _____



Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brent Wilson
Signature of Contractor's Authorized Official

Brent Wilson, Owner
Name and Title of Contractor's Authorized Official

11-18-24
Date

~~Brent Wilson~~
Signature of Awarded Entity's Authorized Official

Name and Title of Awarded Entity's Authorized Official

Date

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: BW Construction

Signature: Brent Wilson

Name of Authorized Signatory: Brent Wilson

Title: Owner

Date: 11-18-24

Awarded Entity Name: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "OWNER"

Name: **Sheila Harper**

Street Address: **515 W Jefferson Street**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "PUBLIC AGENCY"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **BW Construction** hereinafter referred to as the "CONTRACTOR"

Street Address: **1607 Highland Avenue**

City and State: **Washington, IA 52353**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **December 2, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **February 18, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a)	Furnish evidence of the following minimum insurance coverage & limits:		
	<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
	Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$21,500.00 This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Shida R. Harper

Owner's Signature: _____

Date: 11/18/24

GENERAL CONTRACTOR

Officer's Signature: Brent V. ibi

Date: 11-18-24

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 11-18-24

CITY OF WASHINGTON

Representative's Signature: _____

Date: _____

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of **Washington**, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, **Sheila Harper**, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of **Twenty One Thousand Five Hundred dollars and no cents (\$21,500)** for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$ _____ for a total indebtedness of \$ _____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: SRH.

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program
Forgivable Loan**

Page 2 of 2

I, **Sheila Harper**, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.

THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 515 W JEFFERSON STREET, WASHINGTON, IA 52353

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

EXECUTED BY:

Sheila R. Harper
Sheila Harper (Owner)

11/18/24
DATE

(Owner)

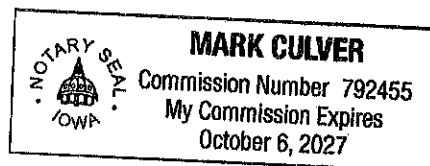
DATE

Millie Youngquist – City of Washington Mayor

DATE

BE IT REMEMBERED, that on this 18th day of November 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Sheila Harper who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

COMMENCING 126 FEET OF THE NORTHEAST CORNER OF OUT LOT NO. 4 IN THE ADDITION TO THE ORIGINAL PLAT OF THE TOWN, NOW CITY, OF WASHINGTON RUNNING THENCE SOUTH 132 FEET, THENCE WEST 66 FEET, THENCE NORTH 132 FEET, THENCE EAST 66 FEET TO THE PLACE OF BEGINNING; IN WASHINGTON COUNTY, IOWA.

Homeowner Initials: SRH

**Construction Agreement
City of Washington Housing Rehabilitation Program**

Name: Sheila Harper

Family Size: One

Contractor: BW Construction

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.

Sheila R. Harper
Owner

11/18/24
Date

Owner

Date

Witnessed by:

[Signature]
Project Administrator

11-18-24
Date

Contractor:

Brent White

11-18-24
Date

City Representative:

Date




Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kathy Kron, City Clerk
Kevin Olson, City Attorney

City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: November 26, 2024

SUBJECT: Request to Set Budget Workshop for January 7, 2025

The time is upon us to begin putting together the FY2026 Budget. To start the process, I like to have a "Budget Issues" meeting with the Council. **I request that the Council set a work session to hold the first FY26 budget meeting on Monday January 7, 2025 at 4pm.** This would be in advance of the first council meeting on 2025, that will be at 6pm on the 7th. During the budget issues meeting we will quickly highlight several items including, but likely not limited to:

- Review the draft Capital Improvement Program- Capital Projects and Capital Equipment
- Discuss Preliminary Valuations and Revenue Projections
- Personnel Issues- New Positions, COLA, Insurance
- Discuss Special Projects
- Review Department Initiatives- Non-Capital

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.



Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kathy Kron, City Clerk
Kevin Olson, City Attorney

City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator

DATE: November 25, 2024

SUBJECT: Consideration to Approve Implementation of Time and Attendance Software

Shortly after my arrival I was surprised to learn about some of our payroll procedures. Two of which were the most surprising. 1. We still do payroll by hand, and not uniformly across departments and 2) that payday is two weeks after a pay period ends. Both of these issues, as well as several others, could be resolved by transitioning to an electronic timekeeping software that imports data into our payroll system. Our financial software provided, Tyler Technologies, has such a system known as Time and Attendance or Executime. With Executime, each employee would have a username and log-in that they would use to access a computer-based program to clock-in, clock-out, request time off, and view leave balances. Supervisors would have additional access to approve leave requests and view a leave calendar to see previously requested and approved requests.

Finance staff underwent an online demonstration and then the demonstration was done with supervisors at a staff meeting. The first step would be to implement the system in all departments. In time, we will see efficiencies in processing payroll that will enable us to pay employees one week after a pay period ends rather than the current two. Once approved, we will go on a waiting list for implementation. The list is currently several months long and we would hope to go live right around the beginning of FY2026. This system will be hosted by Tyler Tech, meaning we will not have to add additional servers, at an annual cost of \$3,563. For all installs they budget time for installation and training of \$9,000. This number is a maximum and is typically lower. There are online training modules that will help prepare us prior to implementation that will help decrease training costs. While this will be a change initially, I see opportunities to improve efficiency and streamlining our processes. This item has been placed on the December 3rd Council agenda for your approval.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.



Sales Quotation For:

215 E Washington St.
Washington IA 52353

Quoted By Adam Pfaff
Quote Expiration 4/13/25
Quote Name Time and Attendance
Powered By ExecuTime

Tyler Annual Software – Saas

Description	List Price	Discount	Annual
Tyler One			
Time & Attendance	\$ 4,143	\$ 580	\$ 3,563
Time & Attendance			
TOTAL:	\$ 4,143	\$ 580	\$ 3,563

Services Description	Hours/Units	Extended Price
Time & Attendance		
Project Management	1	\$ 1,500

2024-502429-T5D2H9

CONFIDENTIAL

Services
Description

Hours/Units Extended Price

Professional Services	50	\$ 7,250
Other Services		
Project Management	1	\$ 250

TOTAL: \$ 9,000

Summary	One Time Fees	Recurring Fees
Total SaaS	\$ 9,000	\$ 3,563
Total Tyler Services		
Summary Total	\$ 9,000	\$ 3,563

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual Saas Fees will be invoiced upon availability of the hosted environment.

Any Saas or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's Saas Services terms found here: <https://www.tylertech.com/terms/tyler-saasservices>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O.#:




Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kathy Kron, City Clerk
Kevin Olson, City Attorney

City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: November 26, 2024

SUBJECT: Resolution to Set Public Hearing for 12th Avenue Signal Project

At the November 19th Council meeting an agenda item to approve a consider a resolution that would have put the 12th Avenue signal project out to bid was tabled. The item was tabled to allow time for IDOT personnel to review as needed. Since that time, I have worked with our consulting engineer and IDOT personnel to resolve a few remaining issues.

This item will be placed on the December 3rd agenda under Unfinished Business. Once taken off the table, we will be able to discuss the plans, specs, cost estimates, and updated bidding schedule. At this time, we are looking at a January 3rd bid opening with a public hearing to consider the bids at the January 7th Council meeting. The bids will be opened on December 12th. The public hearing to review and consider the bids will be at the council meeting on December 17th. Once a bid is accepted, contracts, insurance, and bonds will be finalized and a notice to proceed issued.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

RESOLUTION NO. 2024-

**A RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING AND LETTING
ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE 12TH AVENUE TRAFFIC SIGNAL PROJECT
AND TAKING OF BIDS THEREFORE**

WHEREAS, the City Council has heretofore authorized certain improvements that are in the best interests of the City, to be completed in accordance with the plans, specifications and form of contract prepared by the City, and such proposed plans, specifications, set public hearing date, form of contract and estimate of cost being on file with the City Clerk; and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost have been prepared and filed by the City; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and to advertise for sealed bids.

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

Section 1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are subject to the hearing.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 10%.

Section 4. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction of the Project on January 3, 2025 at 11:00AM at City Hall, 215 E. Washington Street, Washington, Iowa. The date of January 7, 2025 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and January 7, 2025 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa as the time and place of considering bids received by the City in connection therewith.

Section 5. The City Council hereby authorizes the City Clerk to provide notice of the aforementioned hearing and taking of bids in accordance with Chapter 26 of the Code of Iowa by posting a notice to bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service

with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the Iowa League of Cities website. The said notice is in the form substantially as attached to this Resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all Resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 3rd day of December, 2024.

Millie Youngquist, Mayor

ATTEST:

Kathy Kron, City Clerk

NOTICE TO BIDDERS

12TH AVENUE TRAFFIC SIGNAL PROJECT CITY OF WASHINGTON, IOWA

The City of Washington is requesting Bids for the construction of the following project:

12th Avenue Traffic Signal Project

Sealed bids for the construction of the Project will be received by the City Clerk of the City of Washington, Iowa, at the City Clerk's Office located at 215 E. Washington Street, Washington, IA 52353 until **Friday, January 3, 2025, at 11:00 AM** local time. At that time, the bids received will be publicly opened and read.

Each proposal shall be made on the bid form prepared for this proposal, which may be obtained from Veenstra & Kimm Inc. and shall be submitted in a sealed envelope marked, 12th Avenue Traffic Signal Project, Washington, Iowa. Each proposal shall be accompanied by a bid bond on the form included in the specifications or another approved form, or a cashier's check or certified check drawn on a bank or credit union in Iowa or a bank chartered under the laws of the United States and filed in a sealed envelope separate from the one containing the proposal.

The contractor's **bid bond**, cashier's or certified check shall be in an amount of **10%** of the bid price made payable to the City of Washington, Iowa.

The bid bond will act as security that, if awarded a contract by resolution of the Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The bid bond will be forfeited and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance and payment bonds and an acceptable certificate of insurance within fifteen (15) days after the acceptance of his proposal by resolution of the council. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

The City of Washington reserves the right to reject any or all bids and to waive informalities. The City of Washington reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days from the date of receipt of bids.

Bidders shall not be permitted to withdraw their bids for a period of forty-five (45) days after the same are opened.

Payment for said work will be made in cash from proceeds to be received from said City and/or cash funds of said City that are available and that may be legally used for said purpose.

Specifications and proposed contract documents are now on file at the City Clerk's Office at 215 E. Washington Street, Washington, Iowa, for examination by bidders or may be obtained electronically by contacting the above. Plans and specifications will also be available at a plan room which can be found by contacting Veenstra & Kimm, 2600 University Parkway, Suite 1, Coralville, Iowa 52241 or by phone at (319) 466-1000.

Neither Owner or Engineer will be responsible for full or partial sets of Bidding Documents. Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a deposit of \$100 for each set. Bidders who return full sets of the Bidding Documents in good condition within 14 days after Award of Contract will receive a full refund. If all documents are not returned in a reusable condition and within 14 days, the deposit shall be forfeited.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price to commencing work on the project. Said bond shall be issued by a responsible surety and shall guarantee the faithful performance of the contract and the terms and conditions until the time of acceptance of the project by the City.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa domestic labor, to the extent lawfully required under Iowa statutes. The Iowa Reciprocal Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

**Opinion of Cost for
Traffic Signal - 12th & IA 92, Washington, Iowa
USTEP: UST-092-9(172)--4A-92
11/27/2024**

No.	Item	Description	Unit	Unit Price	Quantity	Total Cost
1	2102-2710090	EXCAVATION, CL 10, WASTE	CY	\$60.00	2	\$120.00
2	2105-8425005	TOPSOIL, FURN+SPREAD	CY	\$60.00	4	\$240.00
3	2115-0100000	MODIFIED SUBBASE	CY	\$100.00	2	\$200.00
4	2511-6745900	RMVL OF SIDEWALK	SY	\$300.00	19	\$5,700.00
5	2511-7526004	SIDEWALK, PCC, 4"	SY	\$200.00	20	\$4,000.00
6	2525-0000100	TRAFFIC SIGNALIZATION	LS	\$260,000.00	1	\$260,000.00
7	2526-8285000	CONSTRUCTION SURVEY	LS	\$10,000.00	1	\$10,000.00
8	2528-8445110	TRAFFIC CONTROL	LS	\$16,000.00	1	\$16,000.00
9	2533-4980005	MOBILIZATION	LS	\$30,000.00	1	\$30,000.00
10	2601-2634100	MULCH	ACRE	\$10,000.00	0	\$500.00
11	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	\$10,000.00	0	\$500.00

Subtotal \$327,260.00

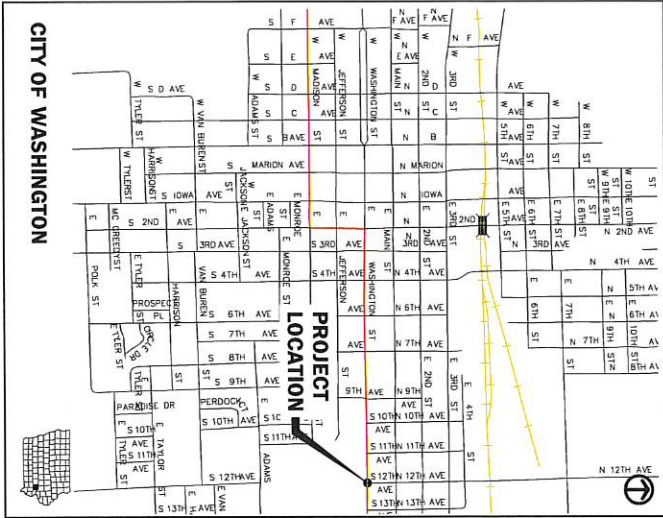
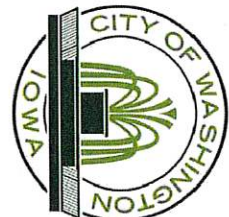
Contingency 10% \$32,726.00

TOTAL \$359,986.00

\$200,000 Max

USTEP	55%	\$197,992
Local Match	45%	\$161,993.70

PLANS FOR HWY 92 & 12TH STREET TRAFFIC SIGNAL UST-092-9(172)--4A-92 WASHINGTON, IOWA



VICINITY MAP
NOT TO SCALE

GENERAL LEGEND

1	SURVEY LINE & STATION INDICATOR	10	CONCRETE SURFACE
2	CONCRETE WALKWAY OVERLAY	11	CONCRETE WALKWAY OVERLAY
3	LOW GRADE ASPHALT SURFACE	12	GRANULAR SURFACE
4	ROCK SURFACE	13	ROCK SURFACE
5	GRAVEL SURFACE	14	GRAVEL SURFACE
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HWY 92 & 12TH STREET TRAFFIC SIGNAL
CITY OF WASHINGTON
2600 University Parkway, Suite 1 • Council Bluffs, Iowa 52821
319-665-1800 • 319-665-1800(FS) • 800-241-1800(TV/RS)

INDEX & TITLE SHEET
A.01

SHEET NO.
A.01

IOWA ONE CALL 1-800-292-9899

PROTECTION OF VEGETATION

ALL EXISTING TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE: "X" OR "INDICATES THE TREE OR OTHER VEGETATION TO BE REMOVED. THE TREE OR OTHER VEGETATION IS NOT TO BE REMOVED UNLESS THE TREE OR OTHER VEGETATION IS DAMAGED OR OTHERWISE DEEMED UNDESIRABLE BY THE PROPERTY OWNER. TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED OR OTHERWISE DEEMED UNDESIRABLE BY THE PROPERTY OWNER.

GENERAL NOTES

- ALL ELEVATIONS ARE TO HUB TO STATE PLUMB CORNER.
- ALL ELEVATIONS ARE TO HUB TO STATE PLUMB CORNER.
- REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY TO BE RELOCATED PRIOR TO CONSTRUCTION.
- APPROXIMATE ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. TO CONFORM ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.
- NOTES: ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.
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- ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.

PROTECT ALL SURFACING, NOT INDICATED BY SYMBOLS FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.



DATE: 11-27-2024
SIGNATURE: Leonard J. Belong
NAME: LEONARD J. BELONG
LICENSE NUMBER: 15046
BY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
ALL PAGES ON SHEETS COVERED BY THIS SEAL.

ESTIMATED QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITIES AS BUILT QUAN.
1	2102-2710090	EXCAVATION, CL. 10, WASTE TOPSOIL, FURNISH-SPREAD	CY	2
2	2105-8425005	MODIFIED SUBBASE	CY	4
3	2115-0100000	RWYL OF SIDEWALK	SY	19
4	2511-6745900	RWYL OF SIDEWALK	SY	20
5	2525-4000100	CONSTRUCTION SURVEY	LS	1
6	2525-4000100	TRAFFIC CONTROL	LS	1
7	2525-4000100	TRAFFIC CONTROL	LS	1
8	2525-4000100	MULCH	ACRE	0.05
9	2525-4000100	MULCH	ACRE	0.05
10	2525-4000100	MULCH	ACRE	0.05
11	2801-2835044	SEED-FERTILIZE (URBAN)	ACRE	0.05

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2102-2710090	EXCAVATION, CL. 10, WASTE TOPSOIL, FURNISH-SPREAD FURNISH AND PLACE AT LEAST 8" OF TOPSOIL IN ALL EXCAVATED AREAS ADJACENT TO PAVEMENT. SEE SHEETS D.01 & D.02.
2	2105-8425005	MODIFIED SUBBASE
3	2115-0100000	RWYL OF SIDEWALK
4	2511-6745900	RWYL OF SIDEWALK
5	2525-4000100	CONSTRUCTION SURVEY
6	2525-4000100	TRAFFIC CONTROL
7	2525-4000100	TRAFFIC CONTROL
8	2525-4000100	MULCH
9	2525-4000100	MULCH
10	2525-4000100	MULCH
11	2801-2835044	SEED-FERTILIZE (URBAN)

REVISIONS		DATE	
NO.	DESCRIPTION	DATE	BY



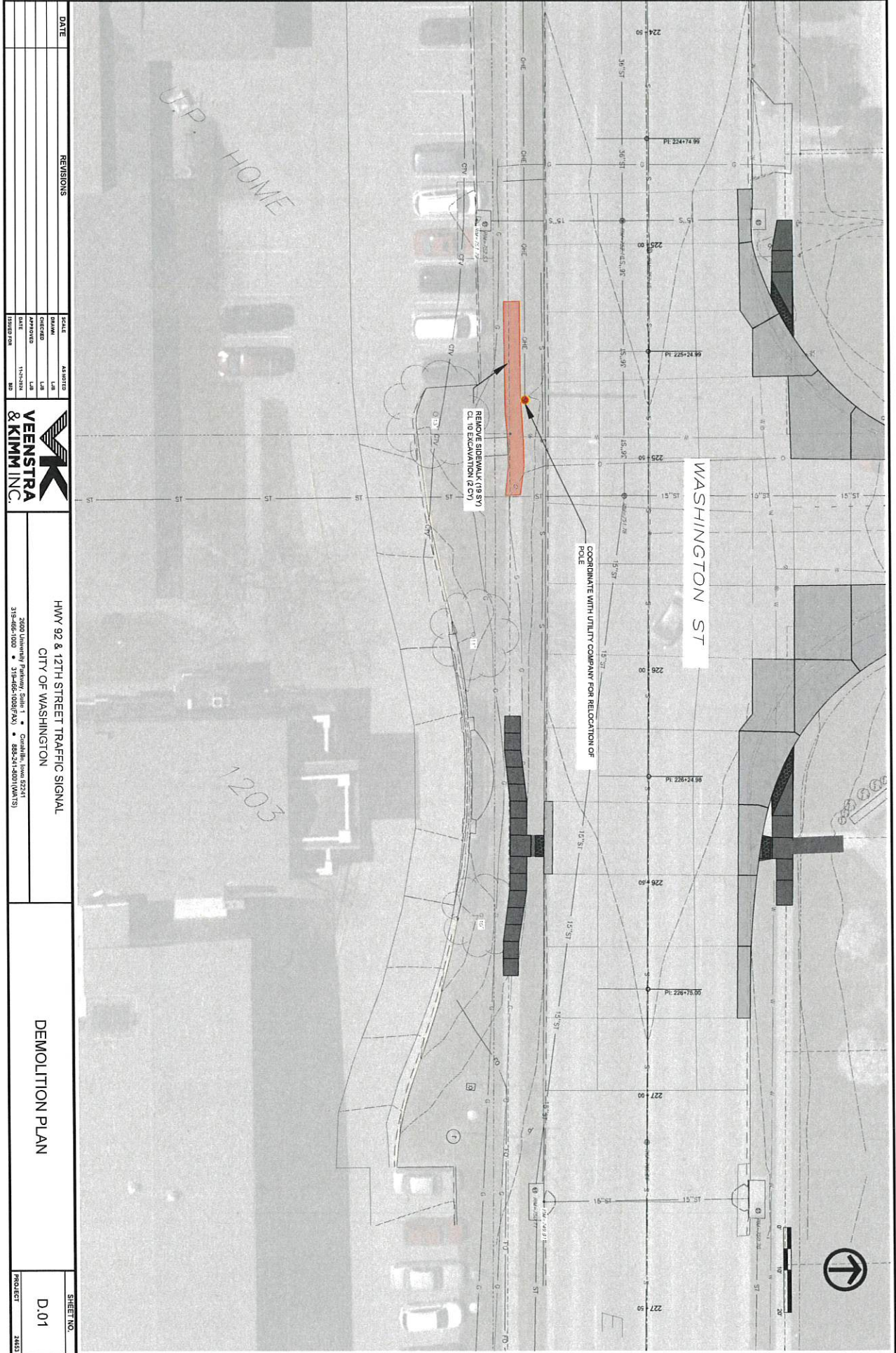
VEENSTRA & KIMM INC.

HWY 92 & 12TH STREET TRAFFIC SIGNAL
CITY OF WASHINGTON

SHEET NO.
C.01

QUANTITIES & ESTIMATE REFERENCE NOTES

2500 University Parkway, Suite 1 • Crystal, Iowa 52424
515-281-1000 • 515-281-0200 (FAX) • 515-281-0210 (TEXT)



DATE	REVISIONS	SCALE	APPROVED	SHEET NO.
		DRAWN LJA		D.01
		CHECKED LJA		24653
		APPROVED		
		DATE		
		12/20/24		
		BY		



HWY 92 & 12TH STREET TRAFFIC SIGNAL
 CITY OF WASHINGTON
 2600 University Parkway, Suite 100 • Seattle, WA 98106
 313-465-1000 • 313-465-1008 (Fax) • 888-241-8870 (Toll Free)

DEMOLITION PLAN

PRODUCT


General Phasing/Signal/Traffic Control Notes

1. All traffic control devices required by the contract documents shall be furnished, erected, moved, maintained, and removed by the contractor.
2. The location for storage of equipment by the Contractor during non-working hours shall be as approved by the Engineer.
3. Proposed sign spacing may be modified as approved by the Engineer to meet existing field conditions.
4. Permanent signing that conveys a message contrary to the message of the temporary signing and not applicable to the working conditions shall be covered by Contractor with concurrence from Engineer.
5. The Contractor shall submit completed Traffic Control Diary entries to the Engineer weekly.
6. Per 23 CFR 634, "All workers within the Right-of-Way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel, which is defined to mean "personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004."
7. Contractor shall notify the City, the Washington County Sheriff, the Iowa DOT District 5 maintenance office, and the Iowa DOT 511 system 10 days prior to any traffic control changes to Highway 92.

Phasing Notes

- Phase 1 - Signal Installation**
1. Use TC-213
- Phase 2 - Paint Intersection**
1. Use TC-212
 2. Paint Stop Bars and Crosswalks During the Evening Off-Peak Hours

DATE	REVISIONS	SCALE	AMOUNT
		DRAWN	LAB
		CHECKED	LAB
		APPROVED	LAB
		DATE	11-17-24
		ISSUED FOR	BB



HWY 92 & 12TH STREET TRAFFIC SIGNAL
 CITY OF WASHINGTON

2520 University Parkway, Suite 1 • Coralville, Iowa 52241
 319-425-1000 • 319-425-1000(FS) • 800-241-6873(NWRS)

TRAFFIC CONTROL

SHEET NO. J01
 PROJECT 24653



DATE	REVISIONS	SCALE	AS NOTED
		SHOWN	LAB
		APPROVED	LAB
		DATE	NO
		DESCRIPTION	



2000 Landonby Parkway, Suite 1 • Columbia, Iowa 52241
 319-669-1000 • 319-669-2800 • 800-241-0210 (TOLL FREE)

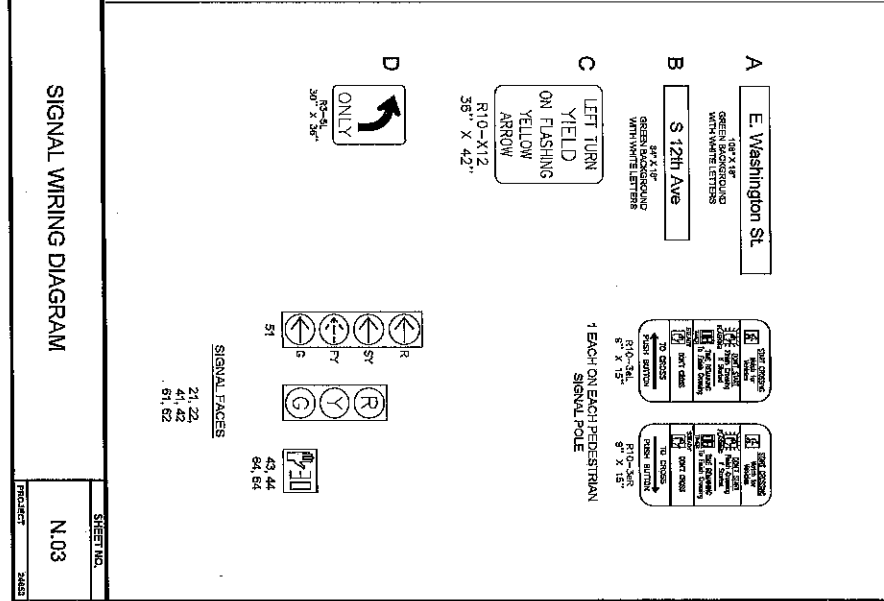
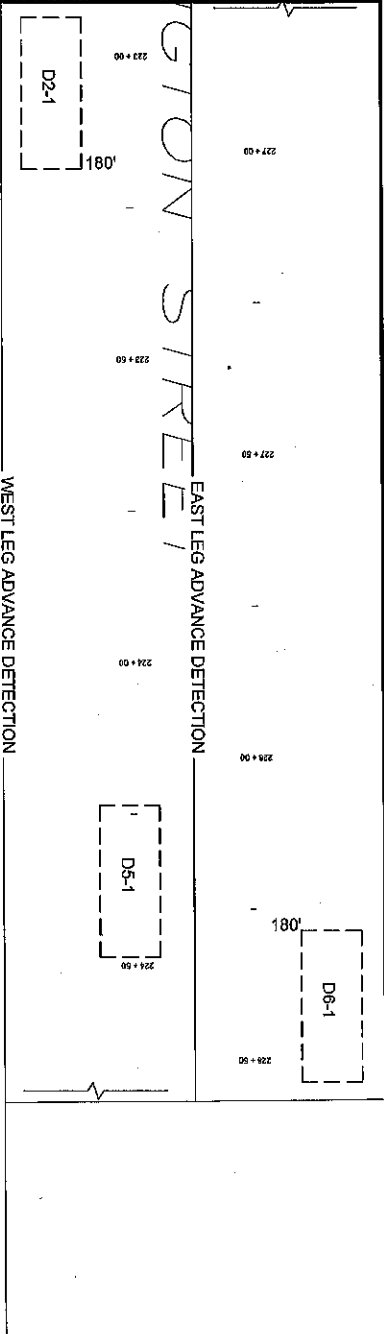
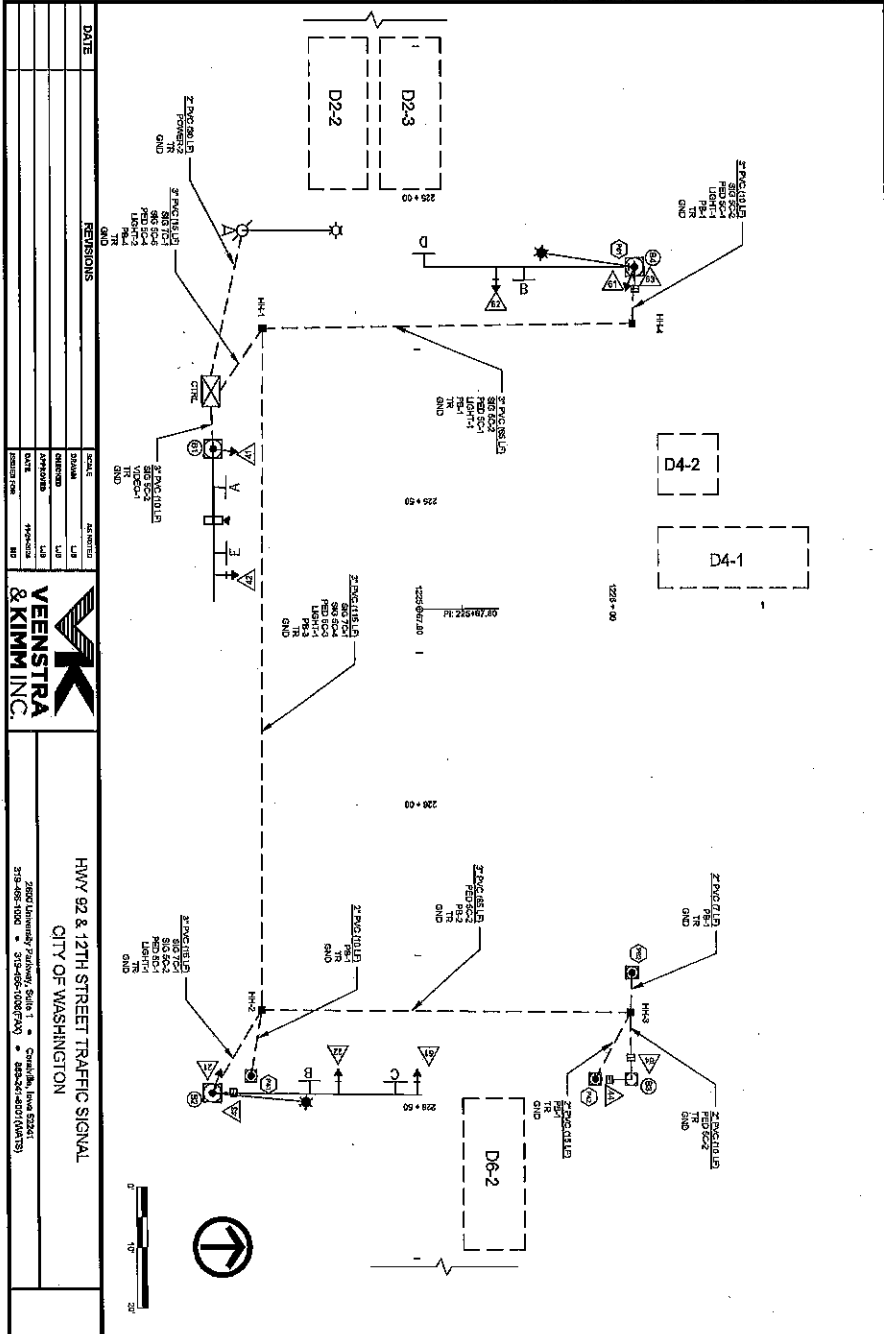
HWY 92 & 12TH STREET TRAFFIC SIGNAL
 CITY OF WASHINGTON

SIGNAL NOTES
 SHEET NO. N.01
 PROJECT 2453

- GENERAL**
- CONTRACTOR IS RESPONSIBLE FOR CONTRACTING ONE-CALL PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY.
 - ALL WORK INCLUDING EQUIPMENT, MATERIALS AND BRIDGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH IOWA DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION UNLESS OTHERWISE NOTED. TRAFFIC SIGNALS SHALL ALSO CONFORM TO THE APPROPRIATE SECTIONS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
 - ALL QUANTITIES SHOWN IN THE PLANS AND SPECIFICATIONS ARE FOR INFORMATIONAL AND ESTIMATING PURPOSES ONLY. THE CONTRACTORS LUMP SUM BID FOR TRAFFIC SIGNALIZATION SHALL INCLUDE ALL TRAFFIC SIGNAL INSTALLATION IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.
 - ALL WORK RESULTING FROM OPERATIONS OF THE CONTRACTOR INCLUDING REMOVAL OF GUARDRAIL SHALL BE COMPLETED AS SOON AS PRACTICAL - PREFERABLY THE DAY CREATED AND NOT LATER THAN THE FOLLOWING DAY. ANY PORTION OF THE RIGHT-OF-WAY OR PROJECT LIMITS INCLUDING BORROW AREAS AND BRIDGE CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION AND SHALL BE MAINTAINED IN THE PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR ALL MATERIALS REMOVED FROM THE PROJECT. NO MATERIAL SHALL BE PLACED WITHIN THE RIGHT-OF-WAY, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. THE TOP SIX (6) INCHES OF THE DISTURBED AREAS SHALL BE FREE OF ROCK AND DEBRIS AND SHALL BE SUITABLE FOR THE ESTABLISHMENT OF VEGETATION, SUBJECT TO THE APPROVAL OF THE ENGINEER.
 - THE LOCATION OF UTILITY LINES, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THE DRAWINGS ARE APPROXIMATE ONLY AND WERE OBTAINED FROM AVAILABLE RECORDS. THERE MAY BE OTHER EXISTING UTILITY LINES, STRUCTURES AND SERVICE CONNECTIONS NOT SHOWN ON THIS DRAWING. THE VERIFICATION OF THE EXISTENCE OF AND THE DETERMINATION OF THE EXACT LOCATION OF UTILITY LINES, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTORS EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
 - FIELD CLEANUP SHALL BE PERFORMED ON A DAILY BASIS. SIGNAGE, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
 - CONSTRUCTION ACTIVITIES ARE TO BE LIMITED TO THE EXISTING RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION AREAS. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FROM THE CITY OF WASHINGTON. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN NECESSARY PERMISSION FROM THE PROPERTY OWNERS. COPIES OF THE AGREEMENTS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE PRIOR TO THE USE OF PROPERTY.
- SUBSTITALS**
- CONTRACTOR SHALL SUBMIT A SCHEDULE OF UNIT PRICES.
 - CONTRACTOR SHALL SUBMIT A MATERIAL AND EQUIPMENT LIST.
 - CONTRACTOR SHALL SUBMIT COPIES OF MECA CERTIFICATIONS FOR TECHNICIANS WORKING ON PROJECT.
 - CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR TRAFFIC SIGNAL POLES AND STRUCTURES TO BE FURNISHED ON THE PROJECT. SUBMIT CATALOG CUTS AND MANUFACTURERS SPECIFICATIONS FOR ALL ITEMS IN THE EQUIPMENT LIST.
 - FILE DOCUMENTATION PACKAGES SHALL BE PROVIDED WITH EACH SIGNAL SYSTEM, WHICH SHALL CONSIST OF THE FOLLOWING:
 - COMPLETE CABINET WIRING DIAGRAM.
 - COMPLETE PHYSICAL DESCRIPTION OF EQUIPMENT.
 - CONTROLLER MANUFACTURER'S DOCUMENTATION OF INITIAL CONTROLLER SETTINGS INSTALLED IN THE FIELD OR IN THE OFFICE.
 - PRODUCT MANUALS FOR ALL CABINET EQUIPMENT.
 - STANDARD INDUSTRY WARRANTIES ON EQUIPMENT SUPPLIED.
 - DOCUMENTATION OF FIELD CABLE LABELING SCHEME.
 - DIAGRAM OF PHYSICS AND DETECTOR LOCATIONS.
 - ONE SET OF AS-BUILT PLANS INDICATING CHANGES FROM THE ORIGINAL CONTRACT DOCUMENTS.
 - SUPPLY TWO COMPLETE SETS OF DOCUMENTATION, ONE SET IN THE CONTROLLER CABINET AND THE OTHER DELIVERED TO THE ENGINEER.

- TESTING**
- MATERIAL TESTING SHALL BE IN ACCORDANCE WITH IOWA DOT SPECIFICATIONS AND INSTRUCTIONAL MANUALS (MUTS).
 - CONTRACTOR TO COORDINATE WITH OWNER'S MATERIAL TESTING COMPANY FOR AIR & EQUIP TESTS ON STRUCTURAL CONCRETE.
 - CONTRACTOR SHALL SUBMIT IOWA DOT MATERIAL CERTIFICATIONS INCLUDING ANCHOR BOLTS, HANDHOLES, CABINET WIRING, AND DETECTOR LOGS.
 - CONTRACTOR SHALL TEST DETECTION AND DOCUMENT THE RESULTS.
 - THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HRS IN ADVANCE OF THE TIME AND DATE THE SIGNAL WILL BE TESTED FOR TURN ON. DO NOT TURN ON UNTIL APPROVED BY ENGINEER.
 - ENGINEER REPRESENTATIVE FROM THE MANUFACTURER AND/OR SUPPLIER OF SIGNAL CONTROLLER OR OTHER AID PROVIDED PERSON IS AT THE PROJECT SITE WITHIN THE SIGNALING PROGRAMMING OF ALL SIGNALS TO BE TESTED. (SIGNALING AND/OR SUPPLIER'S PERSONNEL AS A MINIMUM, PROGRAMMING OF ALL NECESSARY INPUT DATA.
 - A TEST PERIOD OF 30 CALENDAR DAYS WILL START UPON COMPLETION FROM THE ENGINEER THAT THE SIGNALING PROGRAMMING IS COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECT PERIOD OR MALFUNCTION OF THE EQUIPMENT PURCHASED BY THE CONTRACTOR, OCCURRING DURING THE TEST PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECT PERIOD OF THE CONTRACTING OUTSOURCING FOR CONSTRUCTION OF THE SIGNALING SYSTEM. THE TEST PERIOD SHALL BE 30 CALENDAR DAYS FROM THE DATE THE SIGNALING PROGRAMMING OF ALL SIGNALS IS OPERATED SATISFACTORILY FOR 30 CONSECUTIVE CALENDAR DAYS.
 - AFTER SIGNAL TURN ON AND PRIOR TO COMPLETION OF THE 30 CALENDAR DAY TEST PERIOD, REPORT, WITHIN 24 HOURS, TO PERFORM MAINTENANCE OR REPAIR OF ANY FAILURE OR MALFUNCTION REPORTED.
- ELECTRICAL SERVICE**
- CONTRACTOR SHALL COORDINATE DIRECTLY WITH THE UTILITY COMPANY FOR INSTALLATION OF THE ELECTRICAL SERVICE.
 - CONTRACTOR SHALL FURNISH AND INSTALL SERVICE PANEL, METER SOCKET, CONDUIT, AND WIRES TO EXISTING POWER POLE. CONTRACTOR IS RESPONSIBLE FOR CONTRACTING THE UTILITY COMPANY FOR EXACT SERVICE REQUIREMENTS.
 - AFTER SIGNAL TURN ON AND PRIOR TO COMPLETION OF THE 30 CALENDAR DAY TEST PERIOD, REPORT, WITHIN 24 HOURS, TO PERFORM MAINTENANCE OR REPAIR OF ANY FAILURE OR MALFUNCTION REPORTED.
- WIRING, CONDUIT AND GROUNDING**
- ALL SIGNAL CABLES SHALL BE CONTINUOUS FROM CONNECTIONS MADE IN THE HANDHOLES COMPARTMENTS OF SIGNAL POLE BUSES TO THE TERMINAL COMPARTMENT OF THE CONTROLLER CABINET AND THE SIGNAL HANDS.
 - ALL POLES AND CONTROLLER CABINET SHALL BE INSULATED AND GROUNDED AS SHOWN IN THE DETAILS AND AS DESCRIBED IN THE IOWA DOT STANDARD SPECIFICATION FOR TRAFFIC SIGNALIZATION.
 - ALL CONDUIT UNDER PAVED AREAS SHALL BE PUGHED SCHEDULE 40 THE CONDUIT 3/4 IN DIA. UNLESS OTHERWISE NOTED. CONDUIT UNDER UNPAVED AREAS MAY BE SCHEDULE 40 PVC.
 - ALL VIDEO DETECTION WIRING SHALL BE CONTINUOUS FROM THE CAMERA TO THE CONTROLLER.
- TRAFFIC SIGNALS**
- SIGNAL HEAD ALIGNMENT SHALL BE DIRECTED TOWARD THE LANE OF TRAVEL.
 - ALL MAST-ARM MOUNTED VEHICLE SIGNAL HEADS SHALL COME FURNISHED WITH BRACKETS AND BE CENTERED OVER THEIR RESPECTIVE LANES.
 - THE SIGNALS CENTERED OVER THE SIGNAL POLES ARE TO BE CENTERED OF THE LANE UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL FIELD VERIFY ALL EQUIPMENT LOCATIONS WITH THE CITY AND THE PROJECT ENGINEER.
 - HANDHOLES SHALL NOT BE PLACED IN OTHER LOCATIONS.
 - TRAFFIC SIGNAL POLES AND MAST ARMS SHALL BE POWDER COATED COLORED BLACK RAL 9011.
 - ALL TRAFFIC AND PEDESTRIAN COUNTDOWN INDICATIONS SHALL BE LED.

- TRAFFIC CONTROL**
- THROUGH TRAFFIC SHALL BE MAINTAINED WHILE WORK IS IN PROGRESS ON THIS PROJECT AND TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH IOWA DOT STANDARD ROAD PLANS.
 - TO-202 TRAFFIC CONTROL LAYOUT FOR WORK WITHIN 15 FT OF TRAVEL TO WAY
 - TO-212 TRAFFIC CONTROL LAYOUT FOR SPOT LOCATION LANE CLOSURE WITH FLAGGER
 - TO-213 TRAFFIC CONTROL LAYOUT FOR LANE CLOSURE WITH FLAGGERS
 - ALL TRAFFIC CONTROL DEVICES UTILIZED SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - THE CONTRACTOR SHALL PROVIDE PROPERLY EQUIPPED FLAG PERSONS AND ALL ASSOCIATED TRAFFIC CONTROL DEVICES WHENEVER IT IS NECESSARY TO DIVERT THE FLOW OF TRAFFIC.
 - THE ENGINEER MAY RESTRICT CERTAIN SIGNAL WORK TO SPECIFIC PERIODS OF TIME IF NECESSARY TO MAINTAIN ACCEPTABLE TRAFFIC FLOW.
 - ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
 - ALL MAINTENANCE FOR TRAFFIC CONTROL DEVICES SHALL OCCUR DURING NONWORKING HOURS IN ORDER TO BE ASSURED OF PROPER OPERATION. COSTS OF MAINTENANCE WILL BE INCLUDED IN THE TRAFFIC CONTROL BID ITEM.
 - SAFETY FENCE (WHEN USED FOR TRAFFIC CONTROL OR PROTECTION OF THE WORK SITE, MUST BE FULLY SUPPORTED IN A VERTICAL POSITION. TENSION SUPPORT WIRES AND RAIL END ANCHORAGES WILL BE REQUIRED FOR SUPPORT. COSTS OF THESE ITEMS WILL BE INCLUDED IN THE TRAFFIC CONTROL BID ITEM.
 - WHERE POSSIBLE, ALL POST MOUNTED SIGNS SHALL BE PLACED A MINIMUM OF 2 FEET CLEAR OF THE SHOULDER.
 - THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE DETERMINED BY THE ENGINEER. STORAGE OF CONSTRUCTION EQUIPMENT WITHIN THE MEDIUM HIGHWAY RIGHT-OF-WAY WILL NOT BE ALLOWED. PARKING OF UNATTENDED EQUIPMENT WITHIN THE MEDIUM HIGHWAY RIGHT-OF-WAY WITHIN 50 FEET OF THE EDGE OF PAVEMENT WILL NOT BE ALLOWED.
 - THE ENGINEER MAY REQUIRE MODIFICATIONS TO THE PERMITS, MARKING DETAILS SHOWN, CONFLICTING PERMITS, EDGE LINES, CENTER LINES OR LANE LINES SHALL BE REMOVED, AS APPLICABLE, PERMANENT EDGE LINES, CENTER LINES AND LANE LINES SHALL BE PLACED BEFORE THE ROADWAY IS RETURNED TO NORMAL TRAFFIC. THE CURRENT STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.
 - PROPOSED SIGN SPACING MAY BE MODIFIED AS APPROVED BY THE ENGINEER TO MEET EXISTING FIELD CONDITIONS OR TO PREVENT OBSTRUCTION OF MOTORISTS VIEW OF PERMANENT SIGNING.
 - PERMANENT SIGNING THAT CONFLICTS A MESSAGE CONTRARY TO THE MESSAGE OF THE TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE ENGINEER.
 - PROPOSED CHANGES IN THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED WITH THE ENGINEER BEFORE CHANGES ARE MADE.
 - THE BID ITEM TRAFFIC CONTROL SHALL INCLUDE THE COST FOR ALL TRAFFIC CONTROL MEASURES TO OTHER BID ITEMS.
 - THE IOWA DOT SHALL BE NOTIFIED PRIOR TO ANY LANE RESTRICTIONS OR CLOSURES ON HIGHWAY 92.
 - NO LANE CLOSURES WILL BE PERMITTED BETWEEN THE HOURS OF 7AM-6AM AND 4PM-8PM.
- TRAFFIC SIGNAL EQUIPMENT**
- TRAFFIC SIGNAL EQUIPMENT ON THIS PROJECT SHALL MATCH CITY SPECIFIED PRODUCTS.
 - CONTROLLER: CUBIC/TRAFFICFLOW, A10.
 - VIDEO: MONITOR SHARED/VIDEO AND VIDEO DETECTION SYSTEM.
 - POWER SUPPLY: MONITOR SHARED/VIDEO AND VIDEO DETECTION SYSTEM.
 - RESISTOR: MONITOR SHARED/VIDEO AND VIDEO DETECTION SYSTEM.
 - RISER: 18" ALUMINUM CABINET.



TRAFFIC SIGNAL LEGEND

→	SIGNAL HEAD WITH BACKLITE	100	INDUCTION LOOP DETECTOR NUMBER
→	EXISTING SIGNAL HEAD WITH BACKLITE	101	SIGNAL BASE NUMBER
→	SIGNAL HEAD WITHOUT BACKLITE	102	SIGNAL HEAD NUMBER
→	EXISTING SIGNAL HEAD WITHOUT BACKLITE	103	PEDESTRIAN BUTTON NUMBER
→	SIGN-USER ARM MOUNTED	104	HANDHOLE NUMBER
→	PEDESTRIAN SIGNAL HEAD	105	RED LENS
→	EXISTING HANDHOLE	106	YELLOW LENS (←) ARROW
→	EXISTING SIGNAL HEAD	107	GREEN LENS (→) ARROW
→	EXISTING HANDHOLE	108	LANE MARKER
→	SIGNAL BASE	109	EXISTING CONDUIT
→	CONTROLLER	110	PROPOSED CONDUIT
→	EXISTING CONTROLLER	111	UTILITY POLE


DATE: _____
 REVISIONS: _____
 SCALE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 PROJECT NO: _____



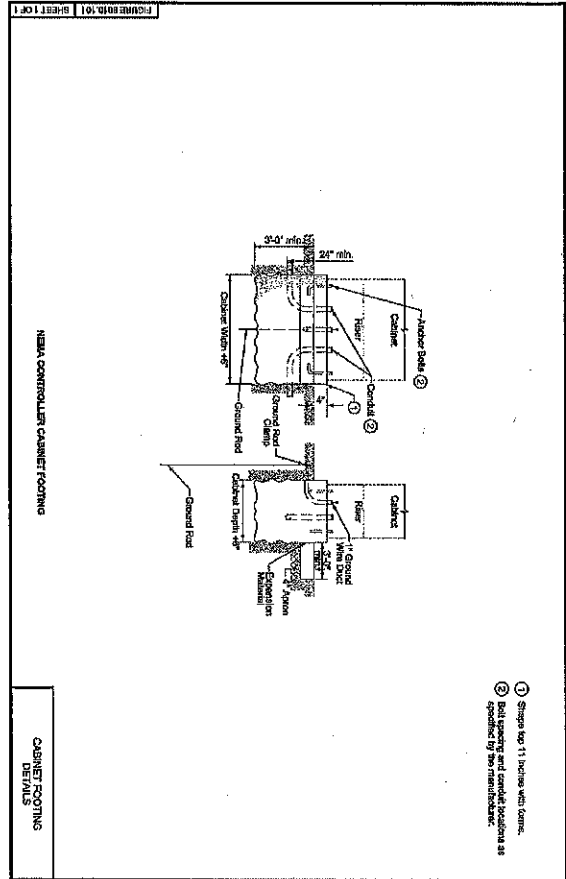
HWY 92 & 12TH STREET TRAFFIC SIGNAL
 CITY OF WASHINGTON
 2800 University Parkway, Suite 1 • Columbia, Iowa 52241
 319-386-1000 • 319-386-1000 (TDD) • 319-386-1000 (FAX)

SHEET NO. _____
 N.03
 PROJECT _____

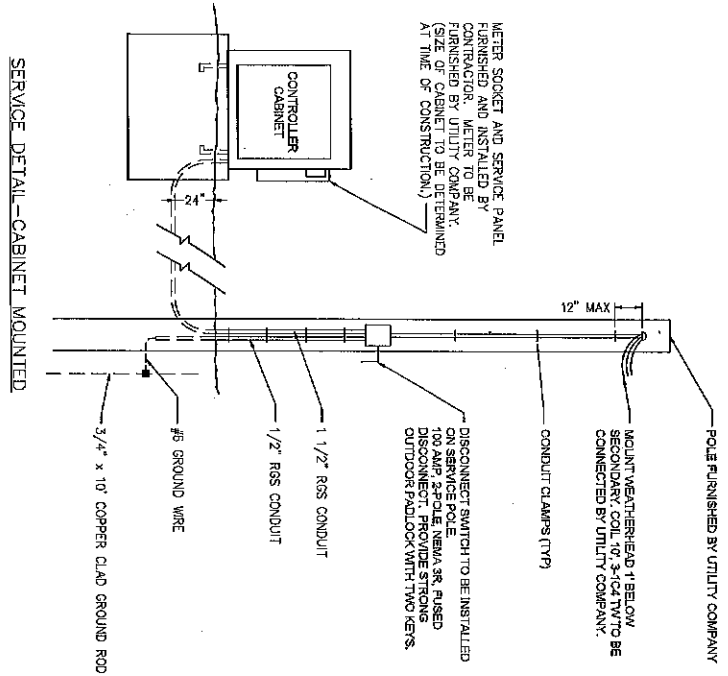
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		SWANAN	LA
		CHEN	LA
		APPROVED	LA
		DWG	LA
		11-19-2024	LA
		10/20/2024	LA

	
HWY 92 & 12TH STREET TRAFFIC SIGNAL CITY OF WASHINGTON	
2800 University Parkway, Suite 1 • Columbia, Iowa 52521 319-488-1000 • 319-488-1000 (FAX) • 800-241-8001 (TOLL FREE)	

SIGNAL DETAILS	SHEET NO. N.06
PROJECT	24683



- ① Steps top 11 inches with corners.
- ② Full height and standard hardware as specified by the manufacturer.



ELECTRIC SERVICE DETAILS
 NOT TO SCALE

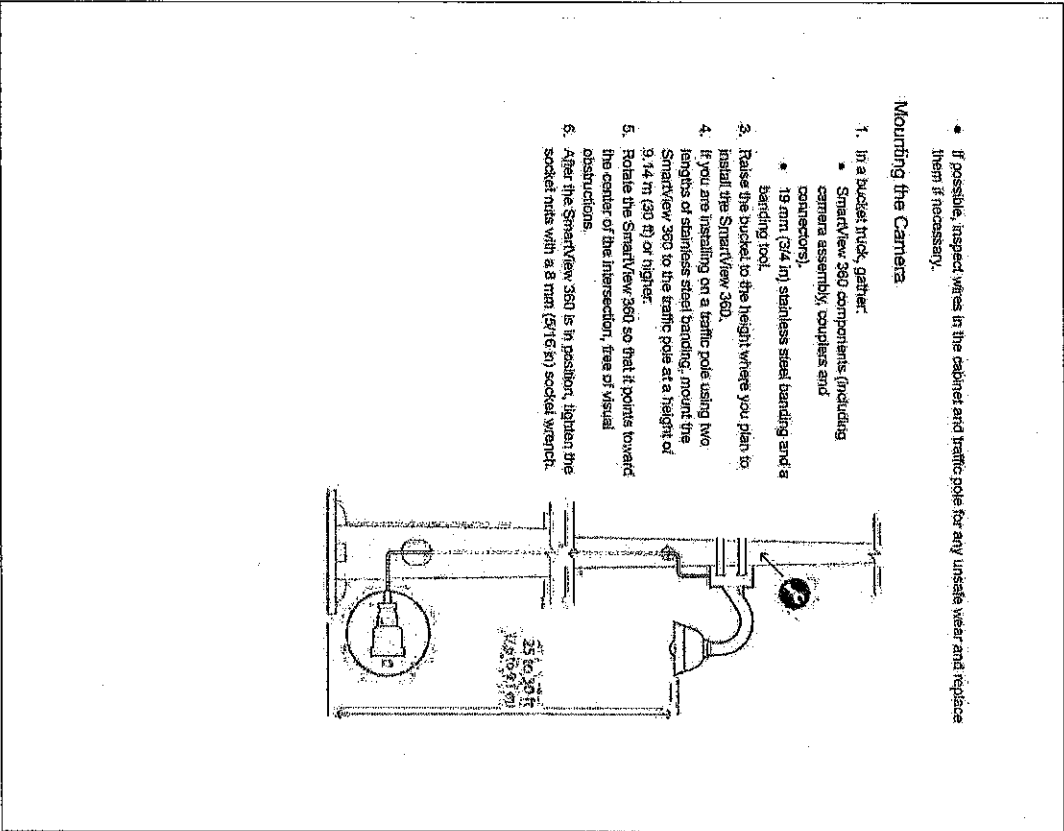
DATE	REVISIONS	SCALE	MADE BY
		AS SHOWN	
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		DATE	
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HWY 92 & 12TH STREET TRAFFIC SIGNAL
 CITY OF WASHINGTON
 2600 University Parkway, Suite 1 • Crystal, Iowa 52521
 319-266-1000 • 319-266-1000/7500 • 800-441-9070 (VA 93)

SIGNAL DETAILS

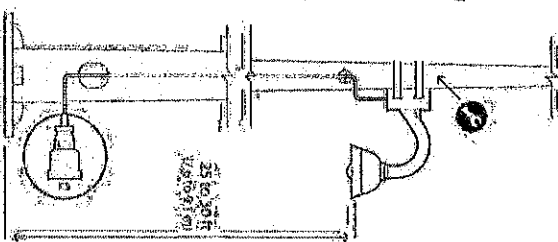
SHEET NO.
 N.08
 PROJECT
 24593



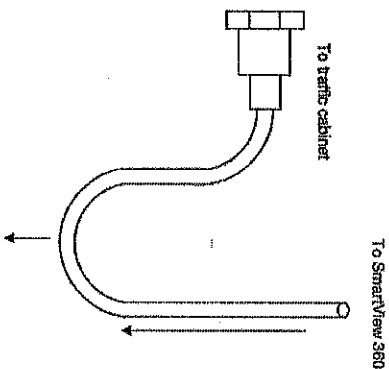
• If possible, inspect wires in the cabinet and traffic pole for any unsafe wear and replace them if necessary.

Mounting the Camera

1. In a bucket truck, gather:
 - SmartView 360 components (including camera assembly, couplers and connectors).
 - 19 mm (3/4 in) stainless steel banding and a banding tool.
2. Raise the bucket to the height where you plan to install the SmartView 360.
3. If you are installing on a traffic pole using two lengths of stainless steel banding, mount the SmartView 360 to the traffic pole at a height of 3.14 m (10 ft) or higher.
4. Rotate the SmartView 360 so that it points toward the center of the intersection, free of visual obstructions.
5. After the SmartView 360 is in position, tighten the socket nuts with a 8 mm (5/16 in) socket wrench.



7. Run the shielded Ethernet cable through the hole in the traffic pole, leaving 1 to 1.2 m (3 to 4 ft) of slack to follow proper drip loop procedure. Note: You might need to remove a pole grommet temporarily to allow the Ethernet coupler to fit through.



Depiction of drip loop. Rain water may run down the cable from the camera at the right. The drip loop provides a natural and safe spot for water to drain.

8. At the traffic cabinet, cut the Ethernet cable to the appropriate length and then install and crimp the RJ45 connector. Make sure that the drain wire contacts the shielded connector housing.

In-Cabinet Installation

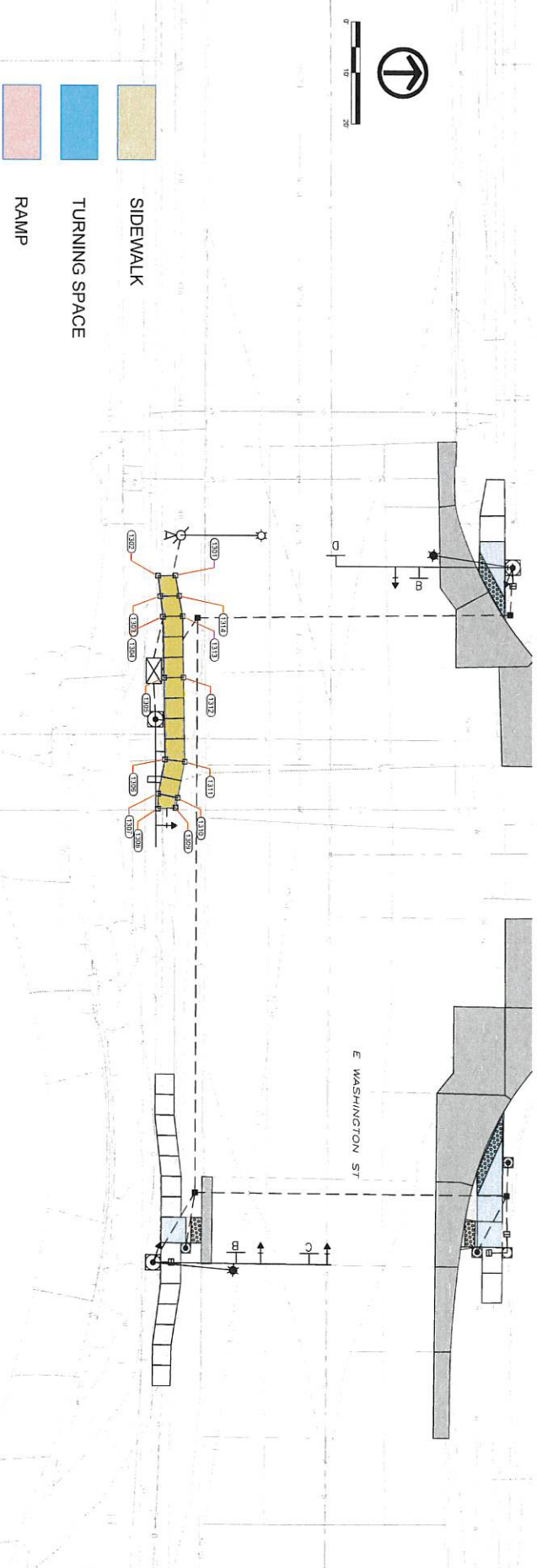
Follow the steps in the Traffic Link Hardware Installation Manual to install the Mission Core or Mission Core DCM.

SIDEWALK COMPLIANCE

SEE 5 SHEETS

- Does not include curb
- Staking required by Contracting Authority per Article 2311.03 of the Standard Specifications.
- Refer to tabulation 113A-E for bid quantities.

Point to Point	Sidewalk Description	"PCC" Sidewalk	Distance*	Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
											Point	Northing	Easting	Elevation
1301	Match Existing Cross Slope	4	3.10	8.67	2.3%	Match Existing					4783205.80	2140823.60	752.42	
1302	Sidewalk Running Slope	4	2.00	-0.64	-1.0%	Match Existing					4783506.30	2140821.00	752.55	
1303	Sidewalk Running Slope	4	6.04	-0.66	-1.0%	0.5% to 5.0%					4783507.30	2140825.00	752.52	
1304	Sidewalk Running Slope	4	12.08	-0.12	-0.8%	0.5% to 5.0%					4783507.30	2140831.00	752.45	
1305	Sidewalk Running Slope	4	16.08	-0.11	-0.7%	0.5% to 5.0%					4783507.50	2140833.00	752.33	
1306	Sidewalk Running Slope	4	6.20	0.67	1.1%	0.5% to 5.0%					4783507.80	2140829.00	752.22	
1307	Match Existing Cross Slope	4	3.60	0.68	1.9%	Match Existing					4783506.30	2140868.00	752.35	
1308	Sidewalk Running Slope	4	2.04	-0.81	-0.7%	0.5% to 5.0%					4783509.00	2140868.00	752.25	
1309	Sidewalk Running Slope	4	7.16	-0.67	-1.0%	0.5% to 5.0%					4783600.30	2140866.00	752.23	
1310	Sidewalk Running Slope	4	16.08	0.11	0.7%	0.5% to 5.0%					4783601.80	2140859.00	752.10	
1311	Sidewalk Running Slope	4	2.00	0.71	1.4%	0.5% to 5.0%					4783601.80	2140831.00	752.39	
1312	Sidewalk Running Slope	4	6.20	0.66	1.0%	0.5% to 5.0%					4783601.30	2140831.00	752.39	
1313	Match Existing Cross Slope	4	2.04	0.82	1.1%	Match Existing	Yes				4783601.20	2140825.00	752.45	
1314	Sidewalk Cross Slope	4	3.60	-0.66	-1.0%	0.5% to 2.0%								
1315	Sidewalk Cross Slope	4	4.00	-0.66	-1.5%	0.5% to 2.0%								
1316	Sidewalk Cross Slope	4	4.00	-0.66	-1.5%	0.5% to 2.0%								
1317	Sidewalk Running Slope	4	4.83	-0.66	-1.4%	0.5% to 5.0%								



DATE	REVISIONS	SCALE	AS NOTED	PROJECT
		AS SHOWN		24653
		APPROVED		
		DATE		
		11/20/2024		
		12/20/2024		

VEENSTRA & KIMM INC.

2800 University Parkway, Suite 1 • Carrollton, Texas 75211
 314-466-1800 • 314-466-1088(FAX) • 888-241-6801(toll free)

HWY 92 & 12TH STREET TRAFFIC SIGNAL

CITY OF WASHINGTON

SIDEWALK

SHEET NO. S.01