



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, September 5, 2023

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/83446160915?pwd=cy9HWFhvYnl0QmthL2RUYXI0cHR2OT09>

Meeting ID: 834 4616 0915

Passcode: 6536584

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, September 5th, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes August 15, 2023
2. Ahlers & Cooney, P.C., Washington Hotel Group, LLC, \$693.00
3. Ahlers & Cooney, P.C., Washington East Commercial URP, \$158.00
4. Boland Recreation, Wellness Park Playground Installation of Equipment, \$75,597.00
5. Boland Recreation, Wellness Park Playground Miracle Recreation Equipment, \$168,357.00
6. Coleman Construction, Inc., Alley Project Between 200 Block of S. Marion Ave. and 200 Block of S. Avenue B, \$33,250.00
7. FOX Strand, 2021 Water Main Improvements, \$10,440.10
8. FOX Strand, East Interceptor and IRE Consultation, \$211.00
9. Garden & Associates, Buchanan Street Paving Project, \$1,240.00
10. Garden & Associates, Reconstruction of Adams Street, \$1,903.25
11. Iowa Municipal Workers' Compensation Association, Work Comp. Premium 23-24 Installment 3 , \$8,393.00
12. Kevin Olson, City Attorney August Legal Services, \$1,634.80
13. Veenstra & Kimm, Inc., Buchanan Street Detention, \$4,564.47
14. Veenstra & Kimm, Inc., 12th Ave. and Washington St. Intersection Improvements, \$4,591.50
15. Veenstra & Kimm, Inc., Dog Park Storm Sewer, \$2,557.95
16. Washington Title & Guaranty Company, New Abstract for Lot 9 of Washington

- Business Park Phase 1, \$500.00
17. Washington Spirits & Tobacco, 1061 W. Madison Street, Over-the-Counter, Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products (*new*)
 18. Washington Spirits & Tobacco, 1061 W. Madison Street, Class E Retail Alcohol License (*new*)
 19. The Topsy Traveler's LLC, 121 West Washington Street, Five-Day Special Class C Retail Alcohol License, (Sept. 7-11) (*new*)
 20. Lebowski's of Washington, 1601 E. Washington St., Class C Retail Alcohol License, Outdoor Service Area, Catering Privilege (*renewal*)
 21. Department Reports

SPECIAL EVENT REQUESTS

- Washington Free Public Library – End of Summer Library Fun Fest September 24
- Marion Avenue Baptist Church – 50th Anniversary September 23-24
- Corn Country Cruisers Cruise-In for 2024 and 2025
- Jaz It Up and Topsy Traveler's Fall Open House and Anniversary – September 7
- JT's Sips – Junkin Sisters Shop Hop – September 15

SPECIAL PRESENTATION

- Nuisance Report

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS

- Claims for September 5, 2023

NEW BUSINESS

1. Discussion and Consideration of a Resolution Supporting a Grant Application to the Washington County Riverboat Foundation – Fire Engine
2. Discussion and Consideration of a Resolution Accepting the West Buchanan Street Paving and Reconstruction Project as Completed
3. Discussion and Consideration of Pay Application 13 (Final Pay Application) for West Buchanan Street Paving and Reconstruction to DeLong Construction, Inc., \$30,000.00
4. Discussion and Consideration of a Resolution Approving Entering into a Task Order with Veenstra & Kimm, Inc. for the Wellness Park Improvements Phase II Master Plan
5. Discussion and Consideration of a Resolution Approving Entering Into a Master Professional Services Agreement with Veenstra & Kimm, Inc.
6. Discussion and Consideration of a Resolution Approving Entering Into a Contract with Reed Construction, LLC for the Washington Public Library Makerspace Project
7. Discussion and Consideration of a Resolution Setting Public Hearing for the Voluntary Annexation of Certain Properties
8. Discussion and Consideration of a Resolution Closing a Portion of S. 3rd Avenue Between E. Jefferson Street and E. Washington Street

9. Discussion and Consideration of a Resolution Awarding the Washington 2023 Sidewalk Repair Contract
10. Discussion and Consideration of a Resolution Approving the Quote for the Barthelow Roof Project
11. Discussion and Consideration of a Paving Extension for Storage Area for W3 Construction
12. Discussion and Consideration of Woodlawn Cemetery Fence
13. Discussion and Consideration of Accepting the City Clerk's Resignation
14. Discussion and Consideration of the Third and Final Reading of Ordinance No. 2023 – An Ordinance Creating Chapter 158, Establishing a Downtown Vacant Building Registration Process, Code of Ordinances of the City of Washington, Iowa
15. Discussion and Consideration of a Resolution Setting Fees Related to the Downtown Vacant Building Registration Process

OLD BUSINESS

1. Discussion and Consideration of a Resolution Amending the Employee Handbook for the City of Washington, Iowa (*tabled*)
2. Discussion and Consideration of a Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy) (*tabled*)

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor Pro Tem
Illa Earnest
Bethany Glinsmann
Elaine Moore
Ivan Rangel
Fran Stigers

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 8-15-2023

The Council of the City of Washington, Iowa, met Regular Session at the Washington Free Public Library, 115 W. Washington St. on Tuesday, August 15, 2023, at 4:30 p.m. Mayor Pro Tem Earnest called the meeting to order at 4:30 p.m.

On roll call present: Earnest, Glinsmann, and Rangel. Absent: Moore, Stigers and Youngquist. Also present Library Director Cary Ann Siegfried, City Clerk Sally Hart, and City Administrator Deanna McCusker.

Library Director Siegfried provided a tour of the basement of the library building where the Maker Space will be constructed. The tour concluded at 5:02 p.m. and the council left the library.

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 Pro Tem Earnest in the chair.

On roll call present: Earnest, Glinsmann, Rangel, and Stigers. Absent: Moore and Youngquist.

Motion by Stigers, seconded by Rangel, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, August 15, 2023, be approved. Motion carried.

Consent:

1. Council Minutes August 1, 2023
2. Council Minutes August 8, 2023 – special session
3. Iowa Municipal Workers' Compensation Association, Work Comp. Premium 23-24 Installment 2, \$8,393.00
4. DNP LLC (Corner Stop), 100 E. Madison St., Class E Retail Alcohol License *(renewal)*
5. Mango Jaziel Refresqueria LLC, 115 N. Iowa Avenue, Class C Retail Alcohol License *(new)*
6. St. James Church of Washington, Iowa, 606 West 3rd Street, Class C Retail Alcohol License Special Five-Day *(new)*
7. Department Reports

Motion by Stigers, seconded by Glinsmann, to approve consent items 1-7. Motion carried.

Motion by Glinsmann, seconded by Rangel, to affirm the mayoral appointments of Jane Bliu to the Planning and Zoning Commission (term to end 6/30/28) and Erin Smith to the Parks and Recreation Board (term to end 6/30/27). Motion carried.

Motion by Stigers, seconded by Rangel, to approve the Washington Chamber of Commerce special event request for Choctoberfest with the date of October 19, 2023. Motion carried.

Jeremy Vittetoe with St. James Catholic Church presented a special event request for the St. James Fall Fest on September 10, 2023. Motion by Glinsmann, seconded by Rangel, to approve the St. James Fall Fest special event request. Motion carried.

Presentation from the Public: Doug Conrad spoke of issues with long grass at apartment buildings in town, he requested the length of grass allowed by ordinance be reviewed.

The August 15, 2023 claims were presented by City Administrator Deanna McCusker. Motion by Stigers, seconded by Glinsmann, to approve claims. Motion carried.

Motion by Glinsmann, seconded by Rangel, to approve the updates to the sidewalk inspection program as presented. Motion carried.

Fire Chief Brendan DeLong presented a request for permission to expand the storage building on the east side of the fire department at the department's expense. Motion by Stigers, seconded by Rangel, to approve the building expansion. Motion carried.

Library Makerspace Bids Received:

- SG Construction \$416,165
- Knutson Construction \$475,200
- Sheets Design Build \$487,700
- Reed Construction \$400,360

Motion by Stigers, seconded by Glinsmann, to approve a Resolution Making Award of Construction Contract for 2023 Washington Public Library Makerspace Project to Reed Construction for \$400,360. Roll Call: Ayes: Earnest, Glinsmann, Rangel, and Stigers. Nays: none. Absent: Moore and Youngquist. Motion carried. **(Resolution 2023-069)**

Leland Belding with Veenstra & Kimm answered council questions via Zoom regarding the South 12th and East Washington project.

Motion by Rangel, seconded by Stigers, to approve a Resolution Adopting Preliminary Plans and Estimate of Costs for the Pavement Striping and Signalization Project (East Washington and South 12th Ave.) Roll Call: Ayes: Earnest, Glinsmann, Rangel, and Stigers. Nays: none. Absent: Moore and Youngquist. Motion carried. **(Resolution 2023-070)**

Motion by Stigers, seconded by Glinsmann, to approve a Resolution Adopting an Agreement for a Highway Safety Improvement Program (HSIP) Grant with the Iowa Department of Transportation. Roll Call: Ayes: Earnest, Glinsmann, Rangel, and Stigers. Nays: none. Absent: Moore and Youngquist. Motion carried. **(Resolution 2023-071)**

Motion by Glinsmann, seconded by Rangel, to approve a Resolution Adopting an Agreement for an Urban-State Traffic Engineering Program (USTEP) Grant with the Iowa Department of Transportation. Roll Call: Ayes: Earnest, Glinsmann, Rangel, and Stigers. Nays: none. Absent: Moore and Youngquist. Motion carried. **(Resolution 2023-072)**

Motion by Rangel, seconded by Stigers, to approve a Resolution Adopting an Agreement for a Surface Transportation Block Grant with the Iowa Department of Transportation. Roll Call: Ayes: Earnest, Glinsmann, Rangel, and Stigers. Nays: none. Absent: Moore and Youngquist. Motion carried. **(Resolution 2023-073)**

Motion by Stigers, seconded by Glinsmann, to approve the Second Reading of an Ordinance Creating Chapter 158, Establishing a Downtown Vacant Building Registration Process, Code of Ordinances of the City of Washington, Iowa. Roll Call: Ayes: Earnest, Glinsmann, Rangel, and Stigers. Nays: none. Absent: Moore and Youngquist. Motion carried.

No action was taken on the Resolution Amending the Employee Handbook of the City of Washington, Iowa, and it remains tabled.

No action was taken on the Resolution Approving Voluntary Severance of Property (Sara and Keith Murphy), and it remains tabled.

Department reports were presented.

Motion by Stigers, seconded by Rangel, that the Regular Session held at 6:00 p.m., Tuesday, August 15, 2023, is adjourned at 6:21 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

August 18, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 850271
Client #: 11307
Matter #: 65
Billing Attorney: JHS

INVOICE SUMMARY

RE: WASHINGTON HOTEL GROUP, LLC

For professional services rendered and costs advanced through August 15, 2023:

Total Professional Services	\$ 693.00
Total Expenses	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 693.00

Invoice #: 850271
 WASHINGTON HOTEL GROUP, LLC

August 18, 2023

PROFESSIONAL SERVICES

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
7/17/23	JHS	.30	REVIEW COMMENTS FROM DEVELOPER ON DRAFT AGREEMENT; REVISE DRAFT AGREEMENT; SEND FOLLOW UP QUESTIONS TO CITY ADMINISTRATOR
7/17/23	MP	.10	REVISING FIRST SET OF PROCEEDINGS
7/24/23	JHS	.10	SEND FOLLOW UP EMAIL TO CITY REPRESENTATIVES REGARDING FINALIZING AGREEMENT
7/25/23	JHS	.60	REVIEW AND REVISE FIRST SET OF ADOPTION PROCEEDINGS; SEND FOLLOW UP EMAIL TO CITY REPRESENTATIVES REGARDING TERMS OF AGREEMENT AND TRANSCRIPT DOCUMENTS FOR EAST COMMERCIAL URBAN RENEWAL PLAN
7/25/23	MP	.40	COMPLETING REVISIONS TO THE AGREEMENT
7/26/23	JHS	.40	REVIEW UPDATES TO AGREEMENT; REVIEW AGREEMENT FOR FINAL VERSION; ATTENTION TO FOLLOW UP EMAILS REQUESTING FURTHER CHANGES
7/26/23	MP	1.10	PREPARING EXECUTION VERSION OF AGREEMENT, SENDING FIRST SET OF PROCEEDINGS, DRAFTING SECOND SET OF PROCEEDINGS
7/27/23	JHS	.20	RECEIVE AND RESPOND TO EMAIL FROM CITY ADMINISTRATOR REGARDING DEVELOPER'S ONGOING REVIEW OF AGREEMENT
7/28/23	MP	.10	REVISING FIRST AND SECOND SETS OF PROCEEDINGS
7/31/23	JHS	.10	REVIEW AND REVISE PROCEEDINGS FOR AUGUST 15TH COUNCIL MEETING
7/31/23	MP	.10	REVISING FIRST SET OF PROCEEDINGS
8/07/23	JHS	.10	SEND FOLLOW UP EMAIL TO CITY ADMINISTRATOR REGARDING DEVELOPER'S REVIEW OF AGREEMENT

TOTAL FEES **\$ 693.00**

TOTAL THIS INVOICE **\$ 693.00**



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

August 18, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 850271
Client #: 11307
Matter #: 65
Billing Attorney: JHS

REMITTANCE ADVICE

For professional services rendered through August 15, 2023

RE: WASHINGTON HOTEL GROUP, LLC

TOTAL THIS INVOICE

\$ 693.00

Please return this page with payment to AHLERS & COONEY, P.C.



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

August 18, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 850272
Client #: 11307
Matter #: 66
Billing Attorney: JHS

INVOICE SUMMARY

RE: WASHINGTON EAST COMMERCIAL URP

For professional services rendered and costs advanced through August 16, 2023:

Total Professional Services	\$ 158.00
Total Expenses	<u> .00</u>
TOTAL THIS INVOICE	\$ 158.00

Invoice #: 850272
WASHINGTON EAST COMMERCIAL URP

August 18, 2023

PROFESSIONAL SERVICES

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED	
8/09/23	MP	.20	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS	
8/14/23	MP	.40	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS	
8/16/23	JHS	.20	REVIEW DOCUMENTS FOR COMPLETED TRANSCRIPT FILE	
8/16/23	MP	.20	RECORD COPY OF COMPLETED TRANSCRIPT TO FILE	
			TOTAL FEES	\$ 158.00
			TOTAL THIS INVOICE	\$ 158.00



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

August 18, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 850272
Client #: 11307
Matter #: 66
Billing Attorney: JHS

REMITTANCE ADVICE

For professional services rendered through August 16, 2023

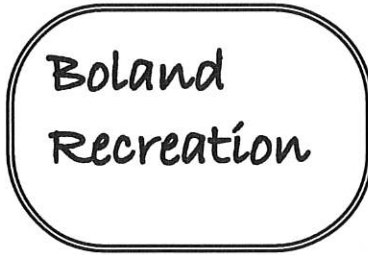
RE: WASHINGTON EAST COMMERCIAL URP

TOTAL THIS INVOICE

\$ 158.00

Please return this page with payment to AHLERS & COONEY, P.C.

Invoice



2347 Oak Park Road
Marshalltown, IA 50158

641-752-7589 Fax # 641-752-6604
iowaparkplace@mchsi.com

Due Date	Date	Invoice #
9/19/2023	8/21/2023	23253

Bill To

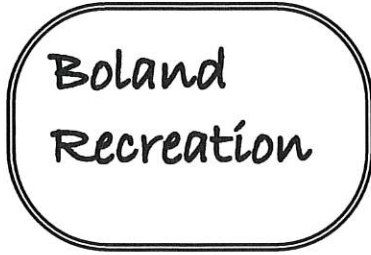
Washington, City of
215 E. Washington St.
PO Box 516
Washington, Ia 52353

Ship To

Washington, City of
1203 N. Ave E
Washington, IA 52353

Work Order	P.O. No.	Rep	Approximate Ship Date
		JJ	8/29/2023
Description		Amount	
Installation of Equipment		75,597.00	
<p><i>Please Pay Boland Recreation</i></p> <p>Boland Recreation reserves the right to charge a 1.5% per month finance charge on overdue invoices regardless of dates of payment approval meetings. In order to avoid finance charges for late payment, please contact Karen at kjb5@mchsi.com.</p>			
		Subtotal	\$75,597.00
		Sales Tax (0.0%)	\$0.00
		Total	\$75,597.00
		Payments/Credits	\$0.00
		Balance Due	\$75,597.00

Invoice



2347 Oak Park Road
Marshalltown, IA 50158

641-752-7589 Fax # 641-752-6604
iowaparkplace@mchsi.com

Due Date	Date	Invoice #
9/23/2023	8/22/2023	23264

Bill To

Washington, City of
215 E. Washington St.
PO Box 516
Washington, Ia 52353

Ship To

Washington, City of
1203 N. Ave E
Washington, IA 52353

Work Order	P.O. No.	Rep	Approximate Ship Date
157295		JJ	8/23/2023

Description	Amount
Miracle Recreation Equipment	168,357.00T

Please Pay Boland Recreation

Boland Recreation reserves the right to charge a 1.5% per month finance charge on overdue invoices regardless of dates of payment approval meetings. In order to avoid finance charges for late payment, please contact Karen at kjb5@mchsi.com.

Subtotal	\$168,357.00
Sales Tax (0.0%)	\$0.00
Total	\$168,357.00
Payments/Credits	\$0.00
Balance Due	\$168,357.00

Coleman Construction, Inc.

206 S Huntsberry St
 Winfield, IA 52659
 Aaron: (319) 330-9988

INVOICE

DATE: August 18, 2023
INVOICE # 4022
FOR: Alley Repair,
 South B Ave &
 Marion Ave

Bill To:
 City of Washington

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
3500 SF	Tear out and replace 7" concrete w/ 1/2" rebar		\$33,250.00
TOTAL			\$ 33,250.00

THANK YOU FOR YOUR BUSINESS!



FOX Strand
 414 South 17th Street, Suite 107
 Ames, IA 50010-8106
 (515) 233-0000

Invoice

Deanna McCusker
 City Administrator
 City of Washington
 City Hall
 215 East Washington Street
 Washington, IA 52353

August 10, 2023
 Project No: 7046.011
 Invoice No: 0200644

Professional Services: July 1, 2023 through July 31, 2023

Project	7046.011	2021 Washington Water Main Improvements - Final Design		
Fee				
Total Fee		74,100.00		
Percent Complete	100.00	Total Earned	74,100.00	
		Previous Fee Billing	74,100.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

Project	7046.012	2021 Washington Water Main Improvements - CDBG Grant Additional Services		
		Total this Project		0.00

Project	7046.013	2021 Washington Water Main Improvements- Permitting		
		Total this Project		0.00

Project	7046.014	2021 Washington Water Main Improvements - Bidding		
Fee				
Total Fee		8,600.00		
Percent Complete	100.00	Total Earned	8,600.00	
		Previous Fee Billing	8,600.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7046.011	Washington Water Main - Final Design	Invoice	0200644
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Project	7046.015	2021 Washington Water Main Improvements - Easements		
			Total this Project	0.00

Project	7046.016	2021 Washington Water Main Improvements - Property Survey		
Fee				
Total Fee		14,000.00		
Percent Complete	100.00	Total Earned	14,000.00	
		Previous Fee Billing	14,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
			Total this Project	0.00

Project	7046.017	2021 Washington Water Main Improvements - Topographic Survey		
Fee				
Total Fee		21,700.00		
Percent Complete	100.00	Total Earned	21,700.00	
		Previous Fee Billing	21,700.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
			Total this Project	0.00

Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
Fee				
Total Fee		69,200.00		
Percent Complete	44.00	Total Earned	30,448.00	
		Previous Fee Billing	24,912.00	
		Current Fee Billing	5,536.00	
		Total Fee		5,536.00
			Total this Project	\$5,536.00

Project	7046.019	2021 Washington Water Main Improvements - Post Construction/Record Drawings		
Fee				
Total Fee		7,600.00		
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	

TERMS: Payment is due within 30 days of the date on this invoice.

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7046.011	Washington Water Main - Final Design	Invoice	0200644
Total Fee				0.00
			Total this Project	0.00

Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
Total Labor				4,630.50
Total Expenses				273.60
			Total this Project	\$4,904.10
			Total this Invoice	\$10,440.10



PROJECT STATUS REPORT

2022 Washington Water Main Improvements

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: August 7, 2023

TO: Deanna McCusker
City Administrator
City of Washington
215 East Washington St.
Washington, IA 52353

RE: 2022 Washington Water Main Improvements Project
FOX Strand PN: 7046.011 (3424-20B)

DELIVERY: USPS

ITEMS: July Invoice

COMMENTS:

The attached invoice includes work completed for the 2022 Washington Water Main Improvements Project as follows:

Construction Administration

1. Review of pay application for Contractor.
2. Shop drawing submittals and review.
3. Correspondence and coordination with contractor and city staff for construction.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink that reads 'Steven P. Soupir'.

Steven P. Soupir, P.E., CFM
Project Manager



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Deanna McCusker
City Administrator
City of Washington
City Hall
215 East Washington Street
Washington, IA 52353

August 10, 2023
Project No: 7046.026
Invoice No: 0200645

Professional Services: July 1, 2023 through July 31, 2023

Project 7046.026 East Interceptor & IRE Consultation

Total Labor 211.00

Total this Invoice \$211.00

TERMS: Payment is due within 30 days of the date on this invoice.

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



PROJECT STATUS REPORT

2022 Washington Water Main Improvements

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: August 7, 2023

TO: Deanna McCusker
City Administrator
City of Washington
215 East Washington St.
Washington, IA 52353

RE: East Interceptor & IRE Consultation
FOX Strand PN: 7046.026

DELIVERY: USPS or Email

ITEMS: July Invoice

COMMENTS:

The attached invoice includes work completed for the East Interceptor & IRE Consultation Project as follows:

Consultation

1. Development of budget costs for the rehabilitation of the East Interceptor.
2. Correspondence and coordination with city staff.

If you have questions or concerns, please contact me.

Thank You,

Steven P. Soupir, P.E., CFM
Project Manager



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

August 21, 2023
Invoice No: 45918

Project 5020201 Washington - Buchanan Street Paving Project.

Client ID# 20040

Professional Services for the Period: July 21, 2023 to August 17, 2023

Professional Services

	Hours	Rate	Amount
Principal Engineer	7.75	160.00	1,240.00
Totals	7.75		1,240.00
Total Professional Services			1,240.00
Total Project Invoice Amount			\$1,240.00

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

August 21, 2023
Invoice No: 45917

Project 5019061 Washington - Reconstruction of Adams Street.
Client ID# 20040

Professional Services for the Period: July 21, 2023 to August 17, 2023

Professional Services

	Hours	Rate	Amount
Principal Engineer	6.50	169.00	1,098.50
Surveyor 3	2.00	115.00	230.00
Technician #1	4.00	126.00	504.00
Technician #5	.25	83.00	20.75
Totals	12.75		1,853.25
Total Professional Services			1,853.25

Unit Billing

Robot Total Station Equipment	50.00
Total Units	50.00

Total Project Invoice Amount \$1,903.25

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

INVOICE

INV87765

IMWCA
 IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
 500 SW 7TH STREET, SUITE 101
 DES MOINES, IA 50309-4506
 PHONE: 800-257-2708

DATE

9/1/2023

PAGE:

1

Washington, City of
 215 E Washington

Mbr No: Member Name:
 0706 Washington, City of

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASHI001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL3	Installment 3 - Work Comp Prem 23-24			8,393.00	\$8,393.00

This invoice is due by October 1, 2023.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	\$8,393.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$8,393.00

Deluxe For Business 1-800-225-6380

Kevin D. Olson
Attorney-at-Law
1400 5th Street, P.O. Box 5127
Coralville, Iowa 52241

Phone (319) 351-2277 Fax: (319) 351-2279 e-mail: kevinolsonlaw@gmail.com

September 1, 2023

Sally Y. Hart, City Clerk
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa in August, 2023

TOTAL HOURS		14.0 hours (reg)
Filing Fees reimbursement	(\$190.00)	
TOTAL MILES		330 miles
Hourly Rate		\$90/hour- Reg \$75/hour - Court
Mileage Rate		\$0.56 per mile
TOTAL INVOICE FOR AUGUST, 2023		\$1,634.80



STATEMENT OF PROFESSIONAL SERVICES

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

August 25, 2023
 Project No: 24616-040
 Invoice No: 1

Project Manager Leland Belding III

Engineering services for Buchanan Street Detention:
Professional Services from July 16, 2023 to August 19, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	6.00	179.00	1,074.00	
Engineer VI	2.00	128.00	256.00	
Engineer X	26.50	97.00	2,570.50	
Technician I	1.00	110.00	110.00	
Technician VIII	8.00	55.00	440.00	
Totals	43.50		4,450.50	
Total Labor				4,450.50

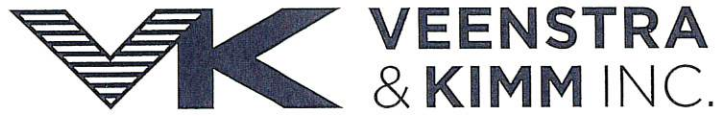
Reimbursable Expenses

Travel			58.95	
Total Reimbursables			58.95	58.95

Unit Billing

Mileage			55.02	
Total Units			55.02	55.02

Total this Invoice \$4,564.47



STATEMENT OF PROFESSIONAL SERVICES

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

August 25, 2023
Project No: 24653
Invoice No: 9

Project Manager Leland Belding III

Engineering services for 12th Ave & Washington Street Intersection Improvements:
Professional Services from July 16, 2023 to August 19, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	14.00	179.00	2,506.00	
Engineer X	21.50	97.00	2,085.50	
Totals	35.50		4,591.50	
Total Labor				4,591.50
		Total this Invoice		\$4,591.50



STATEMENT OF PROFESSIONAL SERVICES

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

August 25, 2023
 Project No: 24654
 Invoice No: 6

Project Manager Leland Belding III

Engineering services for Dog Park Storm Sewer:
Professional Services from July 16, 2023 to August 19, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	8.00	179.00	1,432.00	
Engineer X	11.00	97.00	1,067.00	
Totals	19.00		2,499.00	
Total Labor				2,499.00

Reimbursable Expenses

Travel			58.95	
Total Reimbursables			58.95	58.95
			Total this Invoice	\$2,557.95

PRELIMINARY INVOICE

Washington Title
& Guaranty Company

PLEASE REMIT TO:
P.O. Box 308
Washington, IA 52353
Telephone 319-863-9200; Fax 319-653-4797
Email: orders@washingtontitle.org
ID #42-1169462

ORDERED BY:

Kevin D. Olson
City of Washington
215 E. Washington St.
Washington, IA 52353

INVOICE NO. 76,081

August 14, 2023

Titleholder(s): City of Washington
Buyer(s): Stephen Swaffer

NEW Abstract #76,081 for:

\$500.00

LEGAL DESCRIPTION: Lot Nine (9) of Washington Business Park
Subdivision, Phase One, in the City of Washington; in Washington
County, Iowa.

Property Address: W Buchanan St., Washington, IA 52353

*Please use legal description on Abstract for drafting legal documents.
Final Continuation billed separately.*

TOTAL AMOUNT DUE:

\$500.00

Please return a copy of this statement with your payment.



Abstract in 1 part delivered to: Phil Parsons
Invoice e-mailed to: Kevin Olson

THANK YOU FOR YOUR BUSINESS

ABSTRACTS OF TITLE IN KEOKUK, LOUISA AND WASHINGTON COUNTIES
MEMBER IOWA LAND TITLE ASSOCIATION AND AMERICAN LAND TITLE ASSOCIATION
Continuing the business of DAY ABSTRACT COMPANY, BORDWELL ABSTRACTS,
NEWELL & SENT'S ABSTRACTING, *and* WASHINGTON COUNTY ABSTRACT COMPANY™

Instructions on the reverse side

For period (MM/DD/YYYY) 8 / 16 / 23 through June 30, 24

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Washington Spirits and tobacco

Physical location address: 1061 W Madison st City: Washington ZIP: 52353

Mailing address: 901 S Main st City: Fairfield State: IA ZIP: 52556

Business phone number: 262-321-8911

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP MSU 2020

Mailing address: 901 S Main st City: Fairfield State: IA ZIP: 52556

Phone number: 262-321-8911 Fax number: _____ Email: dumer58@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): DANYAL UMAR

Name (please print): _____

Signature: [Signature]

Signature: _____

Date: 8/16/23

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: City of Washington
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM -
LIQUOR/BEER/CIGARETTE/DANCE
LICENSE RENEWALS

Business Name: **Washington Spirits & Tobacco**

Business Address: **1061 West Madison Street**

App # : **App-187013**

Type of License: New: **X** Renewal: Special Five-Day: Amendment:

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class E Retail Alcohol License**

Automatic Renewal:

Cigarette License:

Dance Permit:

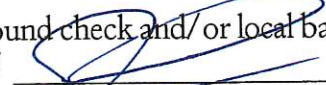
Sunday Sales: **Sunday sales are now an inherent privilege included in your license type with no additional fee. You are no longer required to choose Sunday Sales as a separate privilege.*

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **September 5, 2023**

Police: DCI background check and/or local background check: Yes: No:
Police Chief sign off  . Date **8-23-23** .

Fire: fire inspection done: Yes: No:
Fire Chief sign off _____ . Date _____ .



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
MSU 2020 LLC	WASHINGTON SPIRITS & TOBACCO	(262) 321-8911		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1061 West Madison Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
901 S MAIN ST	FAIRFIELD	Iowa	52556	

Contact Person

NAME	PHONE	EMAIL
DANNY UMAR	(262) 321-8911	dumar58@gmail.com

License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 1, 2023	Sep 30, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Danyal Umar	Fairfield	Iowa	52556	OWNER	100.00	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

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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Deanna McCusker, City Administrator
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM -
LIQUOR/BEER/CIGARETTE/DANCE
LICENSE RENEWALS

Business Name: **The Tipsy Traveler's**

Business Address: **121 W. Washington St.**

App # : **App-187191**

Type of License: New: Renewal: Special Five-Day: Amendment:

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Special Class C 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: **September 5, 2023**

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 [Signature], Date 08/28/23

THE CITY OF WASHINGTON

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Deanna McCusker, City Administrator
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM -
LIQUOR/BEER/CIGARETTE/DANCE
LICENSE RENEWALS

Business Name: **The Tipsy Traveler's**

Business Address: **121 W. Washington St.**

App # : **App-187191**

Type of License: New: Renewal: Special Five-Day: **X** Amendment:

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Special Class C Retail Alcohol License**

Automatic Renewal:

Cigarette License:

Dance Permit:

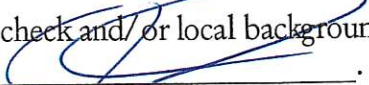
Sunday Sales: **Sunday sales are now an inherent privilege included in your license type with no additional fee. You are no longer required to choose Sunday Sales as a separate privilege.*

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **September 5, 2023**

Police: DCI background check and/or local background check: Yes: No:
Police Chief sign off  . Date **8-23-23** .

Fire: fire inspection done: Yes: No:
Fire Chief sign off _____ . Date _____ .



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THE TIPSY TRAVELER'S LLC	THE TIPSY TRAVELERS	(319) 201-0470		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
121 West Washington Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1919 Dogwood Avenue	Keota	Iowa	52248	

Contact Person

NAME	PHONE	EMAIL
Megan Libe	(319) 201-0470	tipsytravelrs@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 7, 2023	Sep 11, 2023	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Megan Libe	Keota	Iowa	52248	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Sep 7, 2023

POLICY EXPIRATION DATE

Sep 12, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM - LIQUOR/BEER/CIGARETTE/DANCE LICENSE RENEWALS

Business Name: **Lebowski's of Washington**

Business Address: **1601 E. Washington St.**

App # : **App-183674**

Type of License: New: Renewal: **X** Special Five-Day: Amendment:

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class C 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.*

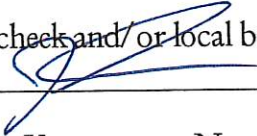
Living Quarters:

Outdoor Service Area: **X**

Catering Privilege: **X**

Date of Council Meeting: **September 5, 2023**

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

Police Chief sign off . Date 8-29-23.

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ . Date _____.



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
WFEC, Inc	Lebowski's of Washington	(319) 548-1999		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1601 east Washington Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1601 east Washington Street	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Bob Gaal	(319) 548-1999	bgaal212@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0040294	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 30, 2023	Aug 29, 2024	

SUB-PERMITS

Class C Retail Alcohol License



PRIVILEGES

Catering, Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
robert gaal	washington	iowa	52353	President	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Mar 30, 2023

POLICY EXPIRATION DATE

Mar 30, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Millie Youngquist, Mayor Pro Tem
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney



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

City Administrator Report
September 5, 2023

Project Updates:

Country Club View Subdivision: Punch list item completion is getting final review.

East Adams: Seeding will get done in 2-3 weeks when the temperatures cool down. They will also be doing the reseeded on S 12th.

Water Main: Trenching is complete past Casey's and will continue. Grading on East Main is getting done.

- Had department head one on ones
- Attended the Board of Adjustment meeting in reference to Brent Wilson appealing his in home occupation and parking his business vehicles on the street
- Reviewed job applications for the M/C position
- Went to Woodlawn to look at the small building. It needs some major TLC. Zach and Jordan at the cemetery cleaned it out and is now all boarded up securely until we look into grants, etc. We did find the windows and doors offsite safe and sound.
- Met with Abe from Marion Avenue on the alley invoice. We had 2 more panels of concrete done that was in poor condition and then more concrete was poured due to the storm sewer. Therefore the invoice was almost \$9,000 more than what was anticipated. We asked if Marion Avenue could pay half of the extra. He has to take to their leadership committee but he thought that was fair.
- Assisted Zach at the cemetery with help on the computer with developing a memo and a monthly department report for council
- Reviewed the employee handbook for specific questions.
- Worked on the paperwork required for the annexation and got letters sent and notices done
- Drafted a lot of resolutions and memos for the council meeting next week.

This next week:

Zoom meeting with VNK to establish bid specs for the concession stand/restroom building at the wellness park

Dept head one on one

Interviews for the M/C operator position

Library makerspace precon meeting

Council meeting

Reminder: We will have our CIP workshop to review it and specifically discuss the downtown streetscape on Tuesday, September 12th at 6pm.

Also, anyone who is planning on rerunning for their council seat that expires at the end of the year, the affidavit of candidacy and nomination petition may be filed from now until the 21st of September at 5pm. Information and the forms needed are here at city hall.

The September facility tour will be at the cemetery at **4:00pm on September 19th**.

MAINTENANCE & CONSTRUCTION DEPT. REPORT

8-5-23/8-18-23

STREETS: Personnel potholed numerous areas in town. Personnel repaired a stop sign that got struck by a vehicle located at North Marion Ave-West 5th St. Crews painted the curbs yellow on West Van Buren St. The street sweeper continued throughout the town. Personnel poured a section of F-Main St (9 yards).

WATER DISTRIBUTION: Personnel repaired a leaking gate valve in the SE corner of South Iowa Ave-Van Buren St. Personnel operated numerous gate valves for the East Main water project. Personnel repaired two water services located at 802 South Iowa & 602 West 5th St. Personnel repaired 2 water main breaks located at 600 block of North 6th Ave (4 inch CIP) & North Marion-West 11th St (4 inch CIP, installed 30 ft of PVC and a new 4 inch gate valve).

SEWER COLLECTION: Personnel jetted a sanitary sewer located at South 8th Ave-East Tyler St and flushed 2,000 gallons of water.

STORM SEWER COLLECTION: Personnel opened intakes after the recent rains.

MECHANIC/SHOP: Personnel serviced M/C new Ram tonner, WWTP dog patrol truck (swapped tires), Parks truck (welded new metal rails and sliders), PD 009 (took to Col Junction for recall), 601 (looked over before sale), street sweeper (installed new relay switch), WWTP truck (new battery and new starter),

OTHER: Personnel assisted the brush grinder at the WWTP who completed the brush pile and yard waste collection. Personnel continued with the yard waste routes. Personnel responded to 64 One Call Locates. Personnel attended a SASSO meeting on Backhoe & End loader safety.

*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.

**WWTP report
September 5th , 2023
Council meeting**

- **After hour alarm and dog call outs –**
8-12-2023 Dog call to 733 South 3rd @ 4:20 p.m. Parker

- **Dept Head meetings –**Aug. 15th, 2nd, 29th Sept. 5th with a one on one Aug. 25th

- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.

- **Maintenance-#2 SBR** is out of service, we have pumped it down and will fix or replace diffusers as needed and perform maintenance on the decanter.

- **Testing-**Regular testing of daily and weekly samples continue.

- **TSS Meter-** The TSS meter has been malfunctioning and will have to be serviced.

- **Yard work-**Mowing and mulching continues around the WWTP. Spraying for weeds and removal of unwanted trees and weeds is ongoing.

- **Underpass Lift Station-** A fitting broke off one of the pumps at the underpass causing it to fall over and become unhooked from the discharge hose. We replaced the fitting and put back together and back in service.

- **EQ pump-**Iowa Pump Works brought back and installed Pump #2 for the EQ basin.

**Jason Whisler
9/1/2023 9:00 A.M.**



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@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: End of Summer Library Fun Fest
Coordinator: Jenisa Harris + Alison Greiner, Public Library
Contact Number: 319-653-2726
Email Address: jenisa.harris@washington.lib.ia.us + Alison.greiner@washington.lib.ia.us

2. EVENT INFORMATION

Event Description: The library patrons completed 4,000 reading Challenges this summer. To celebrate were having a party in the alley behind the library. Games, music, + food.
Days/Dates of Event: Sunday, Sept. 24th
Time(s) of Event: (Include Set Up/Tear Down Time) 1pm-6pm
Event Location: Alley behind library, between S. Marion Ave + S. Iowa 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 behind library between S. Iowa Ave + S. Marion Ave.

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

We will call each business that are connected to the Alley behind the library.

Other Requests

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

_____ Use of gators/UTV/ATV on City streets

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

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

_____ Walk/Run (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

_____ Fireworks (specify location :)

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

_____ Yield signs for crosswalks

_____ Emergency "No Parking" Signs

_____ Garbage/Recycling Barrels

_____ Traffic cones

_____ Street Sweeping following (parades)

_____ Picnic Tables

_____ Other (please specify :)

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

_____ Amplified Sound/Speaker System

Recorded/Live Music

_____ Public Address System

_____ 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: _____

Phone: _____

7. INSURANCE

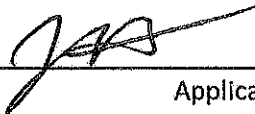
For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all 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 that 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.


Applicant/Sponsor Signature

8-21-23
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>8/21/23</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtونيowa.gov
	Comments/Restrictions:			
<u>8/21/23</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtونيowa.gov
	Comments/Restrictions:			
<u>8/21/23</u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtونيowa.gov
	Comments/Restrictions:			
<u>8/21/23</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtونيowa.gov
	Comments/Restrictions:			
<u>8/21/23</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtونيowa.gov
	Comments/Restrictions:			
<u>8/21/23</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

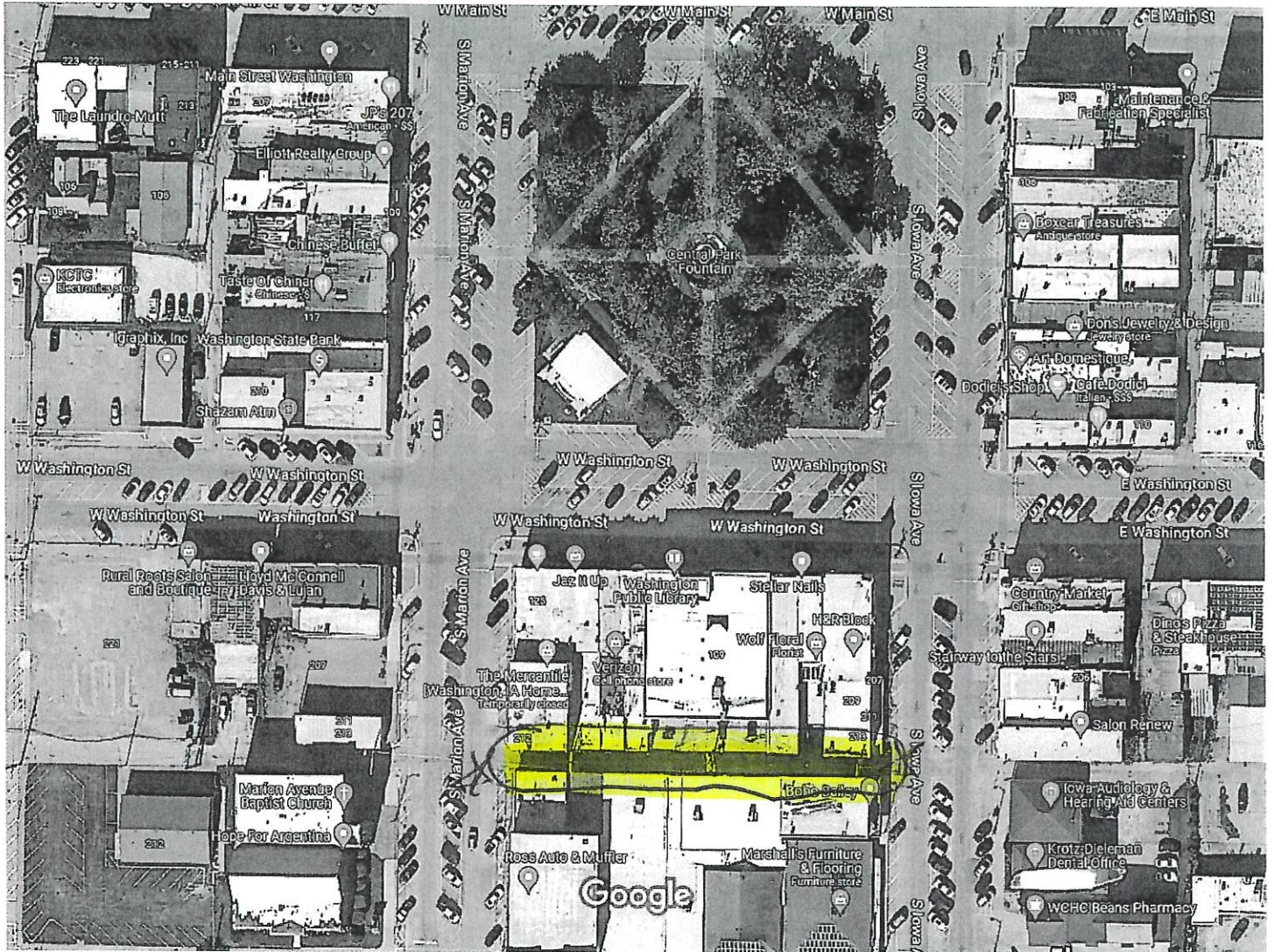
Date of Action

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

Google Maps





SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@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: Marion Avenue Baptist Church 50th Anniversary

Coordinator: Michael Griswold

Contact Number: 319-458-9360

Email Address: mikeg@marionavenuebaptist.com

2. EVENT INFORMATION

Event Description: Saturday-picnic/games on the square

Sunday - Washington Blvd closed eastbound B → Marion & center parking

Days/Dates of Event: Sept. 23-24

Time(s) of Event: (Include Set Up/Tear Down Time) Sat. 9:30-1:30, Sunday 8:00-2:00

Event Location: Town square & Washington Blvd eastbound & center parking

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: Washington Blvd. S.B. Ave → east S. Marion & center parking

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

personal notification w/ letter

Other Requests

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

Use of City Park (specify park : _____
Electrical Needs: Just a couple outlets

Use of gators/UTV/ATV on City streets

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

Walk/Run (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

Fireworks (specify location :)

Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Yield signs for crosswalks

Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

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: _____

Phone: _____

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.

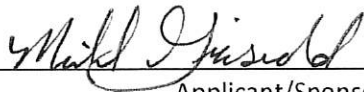
Certificate of Insurance provided and accepted Certificate of Insurance not required

Will send tomorrow 8/31

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 that 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.

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Applicant/Sponsor Signature

8/30/23

Date

DEPARTMENT APPROVALS

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
8/31	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
8/31	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
8/31	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
8/31	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
_____	Comments/Restrictions:			

CITY COUNCIL APPROVAL

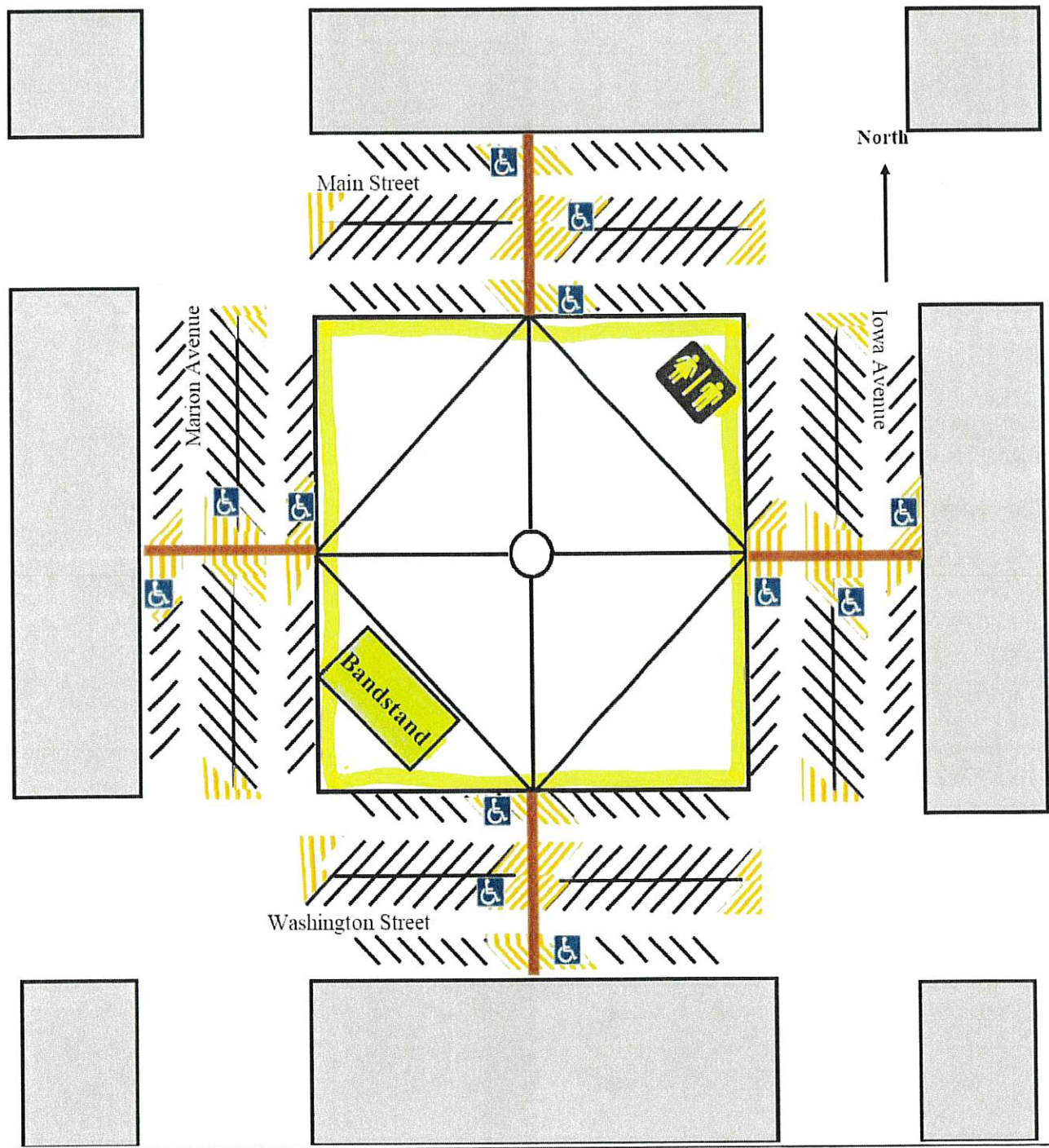
City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Downtown Map (If Area Outside Downtown, Please Attach a Map):





Washington Iowa

S AVENUE B

The Chair

T-Mobile

Taste of China

FedEx Authorized ShipCenter

CLOSED AREA

ChargePoint



S IOWA AVE

W WASHINGTON BLVD

The Coffee Corner

Verizon

Hair Etc

Stellar nails

S MARION AVE

Marion Avenue Baptist Church



Ross Auto & Muffler Inc.



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@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: CORN COUNTRY CRUISERS CRUISE-IN

Coordinator: PRESIDENT SHAWN ALTENHOFEN / KEN LINEMEIER

Contact Number: 319-461-7858 / 319-653-6274

Email Address: KLINEMEIER@GMAIL.COM / SHAWN.ALTEN@GMAIL.COM

2. EVENT INFORMATION

Event Description: CLASSIC CAR CRUISE IN, CAR & SPECTATORS CAN COME & GO AS THEY DESIRE

Days/Dates of Event: MAY 11th JUNE 8th JULY 13th AUG 10th 2024

Time(s) of Event: (Include Set Up/Tear Down Time) MAY 10th JUNE 14th JULY 12th AUG 9th 2025 3p.m - 9p.m

Event Location: CENTRAL PARK

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: ENTIRE NORTH SIDE, INSIDE HALF OF EAST, SOUTH, WEST SIDES

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

SIGNS IN PARK, NOTICES ON RESIDENTS APART DOORS ETC, NOTICE IN NEWSPAPER / RADIO LOCAL

Other Requests

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

Use of City Park (specify park :
Electrical Needs: CENTRAL PARK

1 PLUG IN FROM LIGHTPOLE

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

NO Fireworks (specify location :)

NO Use of gators/UTV/ATV on City streets

NO Parade (attach map of route and indicate
streets to be closed)

NO Tent(s) to be used – over 400 sq ft or canopies
over 1,000 sq ft

NO Other (please specify :) Bicycles

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Yield signs for crosswalks

Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?
APPLIED FOR

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: _____

Phone: _____

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

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Hannah Altenhof President *Aug 29 2023*
 Applicant/Sponsor Signature Date

DEPARTMENT APPROVALS

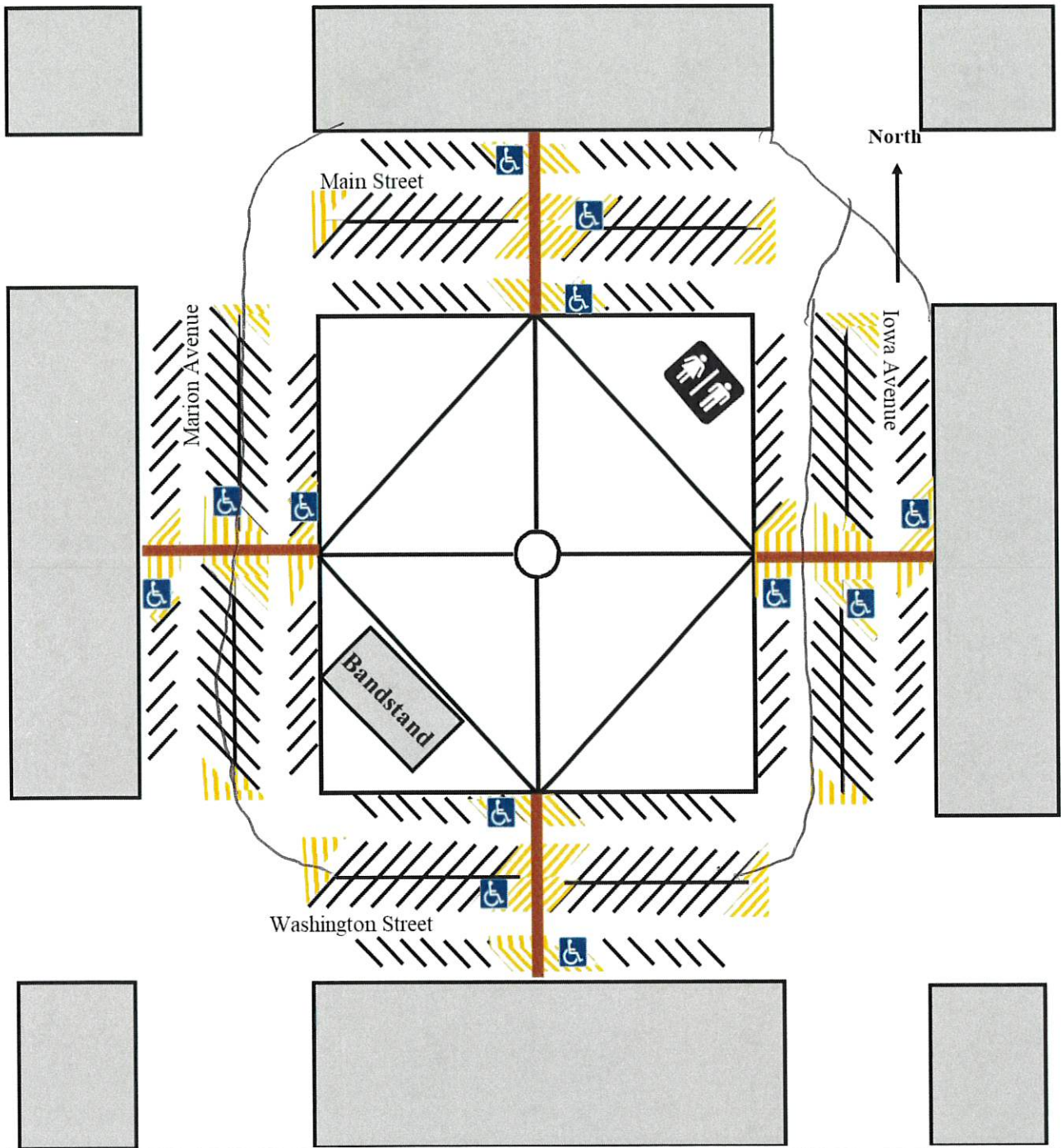
Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
<u><i>11:31 AM 8-22-2023</i></u>	City Clerk (Liquor Licenses)	<u><i>Sally Y. Hart</i></u>	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
	Comments/Restrictions:			
<u><i>2:25 PM 8-22-2023</i></u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
	Comments/Restrictions:			
<u><i>11:00 AM 8-24-2023</i></u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
	Comments/Restrictions:			
<u><i>10:55 AM 8-24-2023</i></u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
	Comments/Restrictions:			
<u><i>1:05:59 AM 8-24-2023</i></u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
	Comments/Restrictions:			
	County Environmental Health (if serving food); <i>NO</i> 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: _____

Downtown Map (If Area Outside Downtown, Please Attach a Map):





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2023

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 Hagerty Insurance Agency, LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE (A/C, No, Ext): (800) 922-4050 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Markel Insurance Company	38970														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Corn Country Cruisers 21221 330th Ave. Keota IA 52248															

COVERAGES
CERTIFICATE NUMBER: Cert ID 19736
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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		CVG2066-06	04/18/2023	04/18/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 3,000,000
	UMBRELLA LIAB						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> EXCESS LIAB						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				BODILY INJURY (Per person) \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$

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

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the 2022 Cruise Nights on the Square to be held at Central Park, Washington, IA on 5/13/2023, 6/10/2023, 7/8/2023, 8/12/2023.

CERTIFICATE HOLDER
CANCELLATION

City of Washington 215 E. Washington Street Washington IA 52353	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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SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@washingtontowa.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: Tipsy Traveler's / Jaz It Up
Coordinator: Aimee Enfield
Contact Number: 319-653-5229
Email Address: aimee@jaz-it-up.com

2. EVENT INFORMATION

Event Description: Jaz It Up Anniversary
+ Fall open house
Days/Dates of Event: Sept 17th
Time(s) of Event: (Include Set Up/Tear Down Time) 3-8
Event Location: Jaz It Up Boutique
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: comes to reserve front 4 parking spots

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

Other Requests

Temporarily park in a "No Parking" area
location: directly in front of store
 Use of City Park (specify park: _____)
Electrical Needs: _____

Use of gators/UTV/ATV on City streets
 Parade (attach map of route and indicate streets to be closed)

Walk/Run (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

Fireworks (specify location: _____)

Other (please specify: _____)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Yield signs for crosswalks

Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify: _____)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

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: _____

Phone: _____

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

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James Enfield 8/25/23
Applicant/Sponsor Signature Date

DEPARTMENT APPROVALS

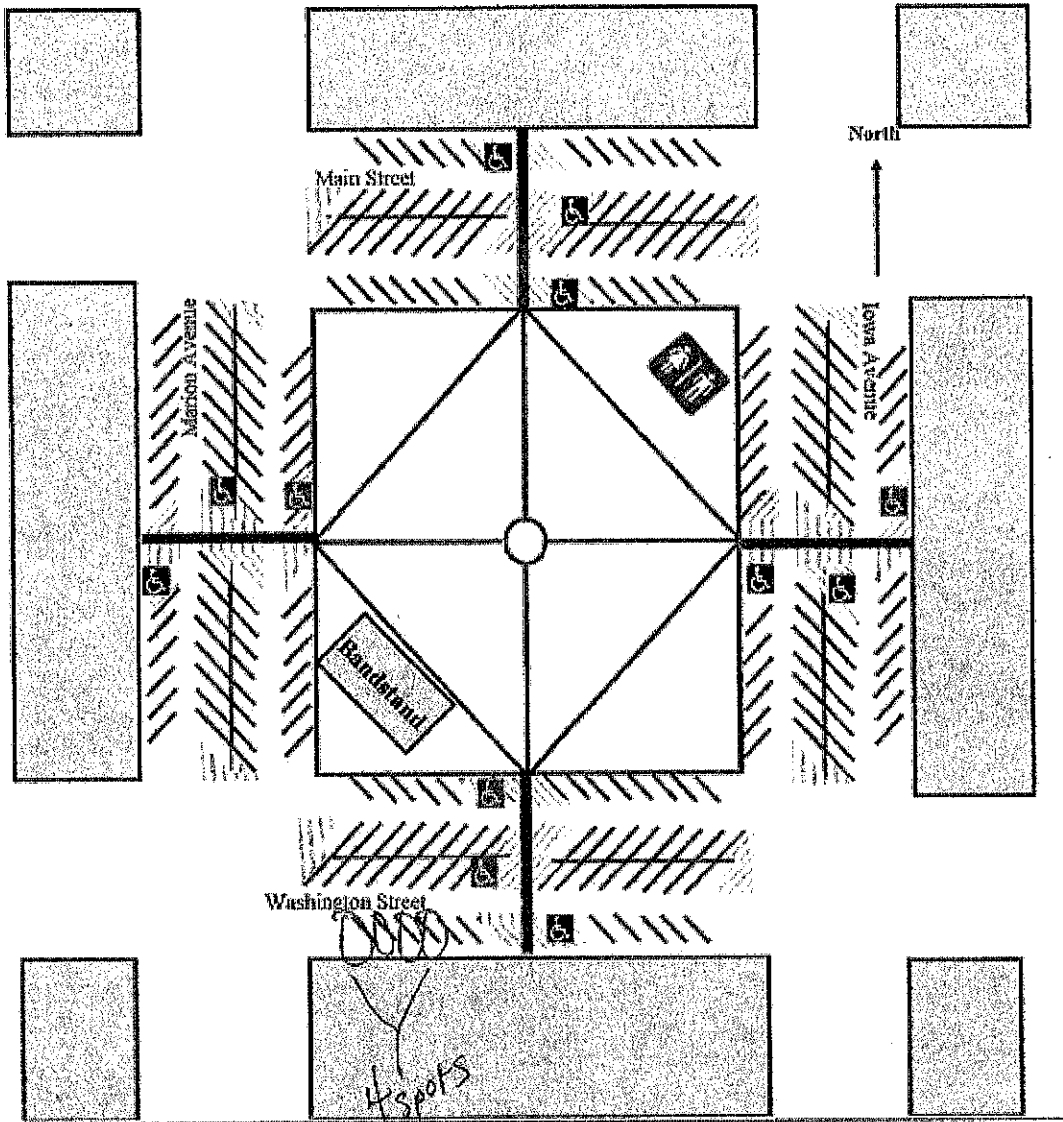
Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.		
<u>8/25/23</u>	City Clerk (Liquor Licenses)	Sally Y. Hart 319-653-6584 ext 131	sallyhart@washingtongiowa.gov
	Comments/Restrictions:		
	Police Chief	Jim Lester 319-458-0264	jlester@washingtongiowa.gov
	Comments/Restrictions:		
	Fire Chief	Brendan DeLong 319-461-3796	bdelong@washingtongiowa.gov
	Comments/Restrictions:		
	Streets	JJ Bell 319-653-1538	jbell@washingtongiowa.gov
	Comments/Restrictions:		
	Parks	Nick Pacha 319-321-4886	npacha@washingtongiowa.gov
	Comments/Restrictions:		
	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: _____

Downtown Map (If Area Outside Downtown, Please Attach a Map):



Sidewalk not impacted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2023

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(les) 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 Horak Insurance 115 E. Washington Street Washington IA 52353	CONTACT NAME: Erin Leyden	
	PHONE (A/C, No, Ext): (319) 653-2116 FAX (A/C, No): (888) 361-7576 E-MAIL ADDRESS: erin@horakinsurance.com	
INSURED Almee Enfield DBA Jaz It Up 121 W Washington St Washington IA 52353-2035	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Motorist Insurance	13331
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: CL2383010416 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 INSD	SUBR 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			5000024057	12/14/2022	12/14/2023	EACH OCCURRENCE \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 600,000 PRODUCTS - COMP/OP AGG \$ 600,000
	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		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 City of Washington 215 E Washington St Washington IA 52353	CANCELLATION 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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SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Sally Hart, 319-653-6584 ext 131; sallyhart@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: JT's Sips
Coordinator: Julie Klett + Tina Conwell
Contact Number: 319-541-0411 or 319-750-0035
Email Address: jtssips@gmail.com

2. EVENT INFORMATION

Event Description: parking outside Purposefully You for Junkin Sisters Shop Hop

Days/Dates of Event: 9/15 ~~8:00-10:00pm~~

Time(s) of Event: (Include Set Up/Tear Down Time) 8AM - 12pm

Event Location: Purposefully You

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: _____

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

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 (3 or 4 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: _____ Phone: _____

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
(Turned in w/ annual application)

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 that 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.

Julius Klett

Applicant/Sponsor Signature

8/30/23

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
_____	Comments/Restrictions:			
_____	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
_____	Comments/Restrictions:			
_____	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
_____	Comments/Restrictions:			
_____	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
_____	Comments/Restrictions:			
_____	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
_____	Comments/Restrictions:			
_____	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: _____



Monthly Case Report

8/1/2023 - 08/31/2023

Case #	Case Date	Parcel Address	Description	Method of Warning	Clean up Deadline	Assigned To	Main Status
--------	-----------	----------------	-------------	-------------------	-------------------	-------------	-------------

Group: Closed

23464	8/18/2023	1317 WOODLAND CT	Trash cans knocked over, trash in ditch	Phone Call	8/25/2023	Jeff Duwa	Closed
23463	8/18/2023	120 McCreedy Dr	Grass and weeds	Hanger	8/21/2023	Anna Duwa	Closed
23462	8/18/2023	611 S B AVE	Grass and weeds	Hanger	8/21/2023	Anna Duwa	Closed
23461	8/18/2023	825 S B AVE	Grass and weeds	Hanger	8/21/2023	Anna Duwa	Closed
23460	8/16/2023	1502 N 4TH AVE	Grass and weeds	Hanger	8/18/2023	Anna Duwa	Closed
23459	8/16/2023	806 N 4TH AVE	Grass and weeds	Hanger	8/18/2023	Anna Duwa	Closed
23458	8/16/2023	328 E MAIN ST	Grass and weeds/ Trees over sidewalk	Letter	8/28/2023	Anna Duwa	Closed
23457	8/16/2023	412 S 4TH AVE	Grass and weeds	Phone Call	8/18/2023	Anna Duwa	Closed
23456	8/16/2023	312 S D AVE	Grass and weeds/Dumpster	Hanger	8/23/2023	Jeff Duwa	Closed
23455	8/16/2023	403 E MADISON ST	Grass and weeds	Letter	8/29/2023	Anna Duwa	Closed
23453	8/15/2023	206 E 5TH ST	Grass and weeds	Hanger	8/17/2023	Anna Duwa	Closed
23452	8/15/2023	1402 N IOWA AVE	Grass and weeds	Hanger	8/17/2023	Anna Duwa	Closed
23451	8/15/2023	1009 E MAIN ST	Grass and weeds	Hanger	8/17/2023	Anna Duwa	Closed
23450	8/15/2023	1002 S IOWA AVE	Grass and weeds	Letter	8/29/2023	Anna Duwa	Closed
23449	8/11/2023	428 S 4TH AVE	Grass and weeds	Phone Call	8/21/2023	Anna Duwa	Closed
23448	8/11/2023	528 W MADISON ST	Grass and weeds	Hanger	8/14/2023	Anna Duwa	Closed

23447	8/11/2023	415 W Jefferson St	Grass and weeds	Letter	8/18/2023	Anna Duwa	Closed
23446	8/11/2023	534 S MARION AVE	Grass and weeds	Phone Call	8/14/2023	Anna Duwa	Closed
23445	8/11/2023	609 S MARION AVE	Grass and weeds	Letter	8/18/2023	Anna Duwa	Closed
23444	8/11/2023	615 S MARION AVE	Grass and weeds	Letter	8/18/2023	Anna Duwa	Closed
23443	8/11/2023	516 W 3RD ST	Grass and weeds	Hanger	8/14/2023	Anna Duwa	Closed
23442	8/11/2023	221 N D AVE	Grass and weeds	Letter	8/23/2023	Anna Duwa	Closed
23441	8/11/2023	214 E 5TH ST	Grass and weeds	Hanger	8/14/2023	Anna Duwa	Closed
23440	8/11/2023	603 N 2ND AVE	Grass and weeds	Hanger	8/14/2023	Anna Duwa	Closed
23439	8/11/2023	516 N 3RD AVE	Grass and weeds	Hanger	8/14/2023	Anna Duwa	Closed
23435	8/11/2023	1137 E ADAMS ST	Weeds in back yard	Hanger	8/14/2023	Anna Duwa	Closed
23433	8/3/2023	422 E 7TH ST	Grass and weeds	Hanger		Anna Duwa	Closed
23432	8/1/2023	1603 N 2ND AVE	Tall grass and weeds	Hanger	8/14/2023	Anna Duwa	Closed
23431	8/1/2023	219 W Jefferson St	Tall grass and weeds			Anna Duwa	Closed
23429	8/1/2023	727 N C AVE	Tall grass and weeds	Phone Call	8/7/2023	Anna Duwa	Closed
23428	8/1/2023	413 W 8TH ST	Tall grass and weeds	Hanger	8/3/2023	Anna Duwa	Closed
23427	8/1/2023	821 N 8TH AVE	Tall grass and weeds	Hanger	8/3/2023	Anna Duwa	Closed
23426	8/1/2023	722 S 3RD AVE	Tall grass and weeds	Hanger	8/3/2023	Anna Duwa	Closed
23425	8/1/2023	514 S 7TH AVE	Tall grass and weeds	Hanger	8/17/2023	Anna Duwa	Closed
23424	8/1/2023	615 S 7TH AVE	Tall grass and weeds	Hanger	8/3/2023	Anna Duwa	Closed
23423	8/1/2023	426 E MADISON ST	Tall grass and weeds	Hanger	8/3/2023	Anna Duwa	Closed
23422	8/1/2023	420 E MADISON ST	Tall grass and weeds	Hanger	8/3/2023	Anna Duwa	Closed
23421	8/1/2023	414 E MADISON ST	Tall grass and weeds	Hanger	8/3/2023	Anna Duwa	Closed

23420	8/1/2023	421 E Jefferson St	Tall grass and weeds	Hanger	8/9/2023	Anna Duwa	Closed

Group Total: 39

Group: Open

23468	8/29/2023	201 N IOWA AVE	Grass and weeds	Letter	9/7/2023	Jeff Duwa	Open
23467	8/24/2023	710 N B AVE	Camper obstructing road & likely being lived in	Letter	9/7/2023	Anna Duwa	Open
23466	8/24/2023	902 E MAIN ST	Possible occupancy in camper	Letter	8/31/2023	Anna Duwa	Open
23465	8/24/2023	308 E 6TH ST	Garage/shed in backyard is falling apart	Letter	9/25/2023	Jeff Duwa	Open
23454	8/15/2023	309 W 3RD ST	Grass and weeds	Letter	9/5/2023	Anna Duwa	Open
23438	8/11/2023	1121 N 3RD AVE	Tree hanging low over sidewalk/ Grass and weeds	Hanger	9/11/2023	Anna Duwa	Open
23437	8/11/2023	521 S 9TH AVE	Tree blocking sidewalk and Line of Sight to road	Hanger	9/11/2023	Anna Duwa	Open
23436	8/11/2023	1115 N 3RD AVE	Tree hanging low over sidewalk	Hanger	9/11/2023	Anna Duwa	Open
23430	8/1/2023	717 N B AVE	Tall grass and weeds/ Junk Vehicles	Letter	9/4/2023	Anna Duwa	Open
23419	8/1/2023	1002 N IOWA AVE	Tall grass and weeds, Sidewalk encroachment	Letter	8/31/2023	Anna Duwa	Open

Group Total: 10

Group: Pending

23434	8/9/2023	204 E 7TH ST	Grass and weeds in backyard	Hanger	8/14/2023	Anna Duwa	Pending

Group Total: 1

Total Records: 50

8/30/2023

City of Washington, IA
CLAIMS REPORT
9/5/2023

POLICE

AMAZON CAPITAL S	OFFICE SUPPLIES	86.14
ARNOLD MOTOR SUPPLY	PARTS	61.26
CAPITAL ONE	SUPPLIES	124.76
CINTAS CORP LOC.	TOWEL SERVICE	87.87
COBB OIL CO, INC	FUEL	2556.18
IGRAPHIX, INC	BUSINESS CARDS - SCHN	50.00
KIWANIS WASHINGTON AM'ERS	DUES - LESTER	76.50
LEXIPOL LLC	POLICY CONTRACT	7641.11
MARCO, INC.	COPIER LEASE	442.31
MOORE'S BP AMOCO	VEHICLE TOWING AND ST	230.00
RACOM CORPORATIO	RADIO SPEAKER MICS	325.00
SECTOR	SUPPLIES	114.00
VERIZON WIRELESS	WIRELESS SERVICE	1088.25
VISA-TCM BANK, N	FUEL, EQUIP, UNIFORM, MEMBE	397.89
WASH CHAMBER OF COMMERCE	LEADERSHIP WASH FEE	350.00
	TOTAL	13631.27

FIRE

ARNOLD MOTOR SUP	PARTS. FLOOR MATS, SEAT COV	716.42
CDW GOVERNMENT	PRINTER	709.32
COBB OIL CO, INC	FUEL	489.93
DELONG, BRENDAN	MILEAGE REIMBURSEMENT	311.13
HAWKEYE FIRE & SAFETY	FIRE EXTINGUISHER MAI	168.80
HEIMAN FIRE EQUI	SUPPLIES	55.48
IMPRESSIONS COMP	COMPUTER MAINTENANCE	100.00
VERIZON WIRELESS	WIRELESS SERVICE	120.03
	TOTAL	2671.11

ANIMAL CONTROL

AMAZON CAPITAL S	FAN FOR DOG POUND	89.28
WASH VETERINARY	SERVICE	304.10
	TOTAL	393.38

DEVELOPMENT SERVICES

CAPITAL ONE	SUPPLIES	33.57
CUSTOM IMPRESSIONS	BUSINESS CARDS- A DUWA	55.00
HAWKEYE FIRE & SAFETY	FIRE EXTINGUISHER MAI	70.00
MARIE, LINDA	JACKET & SHIRTS	158.00
VERIZON WIRELESS	WIRELESS SERVICE	132.63
WMPF GROUP LLC	LEGAL ADVERTISING	20.27
	TOTAL	469.47

LIBRARY

AMAZON CAPITAL S	LIBRRY MATERIALS, OFFICE SU	153.95
BAKER & TAYLOR	LIBRARY MATERIALS	630.19
CAPITAL ONE	SUPPLIES	87.22

CENGAGE LEARNING	LIBRARY MATERIALS	47.98
CENTRAL IOWA DIS	JANITORIAL SUPPLIES	246.00
CINTAS CORP LOC.	MAT SERVICE	84.57
CONSUMER REPORTS	SUBSCRIPTION	32.10
DEMCO INC	BOOK PROCESSING SUPPL	710.74
FACE ART BY BRAN	SRC- WINDOW PAINTING	150.00
HGTV MAGAZINE	SUBSCRIPTION	15.00
JOHNSON CONTROLS	HVAC MAINTENANCE CONT	2793.00
LEAVITT, JUDITH	PROGRAM	50.00
MC CLELLEN, MATT	PIANO TUNING	200.00
MIDWEST ALARM	SMOKE DETECTORS	302.25
PREVENTION	SUBSCRIPTION	24.00
STAPLES BUSINESS	TONER	702.20
TASTE OF HOME	SUBSCRIPTION	10.70
VALENTINE, TAMMY	HOMEBOUND	5.90
VISA-TCM BANK, N	SOFTWARE, SUPPLIES, ZOOM	407.95
WASH CHAMBER OF	LEADERSHIP WASH FEE	350.00
WOMAN'S DAY	SUBSCRIPTION	11.00
	TOTAL	7014.75

PARKS

ACE-N-MORE	SUPPLIES	51.77
ALLIANT ENERGY	ALLIANT ENERGY	1080.88
APPLEGATE, LEVI	FY 24 MUNICIPAL BAND	145.00
ARNOLD MOTOR SUP	PARTS	52.12
BAILEY, BEVERLY	FY 24 MUNICIPAL BAND	129.50
BALL, HANNAH	FY 24 MUNICIPAL BAND	145.00
BORDWELL, VIRGIN	FY 24 MUNICIPAL BAND	145.00
BROCK, RON	FY 24 MUNICIPAL BAND	145.00
BROOKS, BETH	FY 24 MUNICIPAL BAND	129.50
BROOKS, NORMAN	FY 24 MUNICIPAL BAND	129.50
BROTHERTON, AL	FY 24 MUNICIPAL BAND P	101.50
CARRILLO, JACOB	FY 24 MUNICIPAL BAND	87.00
CARTER, JEREMIAH	FY 24 MUNICIPAL BAND	129.50
CHALUPA, MARTHA	FY 24 MUNICIPAL BAND	145.00
CLARK, HEATHER	FY 24 MUNICIPAL BAND	72.50
COBB OIL CO, INC	FUEL	822.04
CONLON, WALTER	FY 24 MUNICIPAL BAND	145.00
DAHL, AMELIA	FY 24 MUNICIPAL BAND	29.00
DUVALL, ISABELLE	FY 24 MUNICIPAL BAND	72.50
DUVALL, NICK	FY 24 MUNICIPAL BAND	29.00
FLEMING, ANA	FY 24 MUNICIPAL BAND	87.00
GEHRS, JASON P	FY 24 MUNICIPAL BAND	115.00
HANCOCK, JIM	FY 24 MUNICIPAL BAND	129.50
HANIFAN, TOM	FY 24 MUNICIPAL BAND	101.50
HARRIS, JOHN	FY 24 MUNICIPAL BAND	145.00
HARRIS, WREN ELI	FY 24 MUNICIPAL BAND	58.00
HUGHES, DONALD	FY 24 MUNICIPAL BAND	145.00

JOHNSON, BARRY	FY 24 MUNICIPAL BAND	145.00
KAYE, SAMUEL	FY 24 MUNICIPAL BAND	87.00
KAZAKOV, ANGELIN	FY 24 MUNICIPAL BAND	101.50
KUNZ, DAVID	FY 24 MUNICIPAL BAND	145.00
LOWENBERG, BROCK	FY 24 MUNICIPAL BAND	145.00
MARR, DICK	FY 24 MUNICIPAL BAND	129.50
MATHEWS, SIERRA	FY 24 MUNICIPAL BAND	129.50
MCCURDY, GARY	FY 24 MUNICIPAL BAND	145.00
MCNAMAR, TOM	FY24 MUNICIPAL BAND P	1500.00
MILLER, EMA	FY 24 MUNICIPAL BAND	72.50
MURPHY, JANE	FY24 MUNIBAND LIBRARI	379.50
QUACKENBUSH, ZAA	FY 24 MUNICIPAL BAND	129.50
REED, DONIELLE	FY 24 MUNICIPAL BAND	101.50
RIGHTER, EMILY	FY 24 MUNICIPAL BAND	101.50
RIGHTER, ISABELL	FY 24 MUNICIPAL BAND	87.00
S & G MATERIALS	ASPHALT & GRAVEL	308.32
SHERWIN-WILLIAMS	PAINTING MAIN PAVILLI	390.98
STARK, FRED	FY 24 MUNICIPAL BAND	101.50
STOUT COMPANIES	FIELD PAINT	780.00
SZASZ, MORGAN VI	FY 24 MUNICIPAL BAND	129.50
TOWNER, PAUL	FY 24 MUNICIPAL BAND	145.00
VERIZON WIRELESS	WIRELESS SERVICE	67.12
VISA-TCM BANK, N	MEMBERSHIP RENEWAL	360.00
WASHINGTON DISCO	REPAIR	49.09
WASHINGTON LUMBE	SUPPLIES	76.16
WESTPHAL, CAMERO	FY 24 MUNICIPAL BAND	72.50
WUBBENA, CLAIRE	FY 24 MUNICIPAL BAND	72.50
WUBBENA, QUINN	FY 24 MUNICIPAL BAND	58.00
YOUNG, JENNIFER	FY 24 MUNICIPAL BAND	129.50
YOUNG, LILLIAN	FY 24 MUNICIPAL BAND	129.50
	TOTAL	10835.98

POOL

ALLIANT ENERGY	ALLIANT ENERGY	3403.02
WASHINGTON LUMBE	SUPPLIES	17.87
	TOTAL	3420.89

CEMETERY

ALLIANT ENERGY	ALLIANT ENERGY	221.52
AMAZON CAPITAL S	LEDGER PAPER	26.01
ARNOLD MOTOR SUP	PARTS	271.75
CASH-N-CARRY CHE	WEED KILLER	90.00
COBB OIL CO, INC	FUEL	607.79
HAWKEYE FIRE & SAFETY	FIRE EXTINGUISHER MAI	133.00
MOWERS PLUS	MOWER PARTS	29.61
PRODUCTIVITY PLU	REPAIRS, HYDRAULIC LE	499.00
SPENLER TIRE	FILERS AND PARTS	84.80
VERIZON WIRELESS	WIRELESS SERVICE	46.31
VISA-TCM BANK, N	SUPPLIES	36.92

WASHINGTON LUMBE	SUPPLIES	1519.58
	TOTAL	3566.29
FINANCIAL ADMINISTRATION		
ACCESS SYSTEMS	COPIER MAINTENANCE &	162.90
ACCESS SYSTEMS LEASE	COPIER LEASE	406.22
ALBERT, KIRK	REIMBURSEMENT	126.42
ALLIANT ENERGY	ALLIANT ENERGY	4339.11
BAKER PAPER & SU	COPY PAPER	246.79
CENTRAL IOWA DIS	SUPPLIES	132.00
CINTAS CORP LOC.	RUG SERVICE	55.55
IMPRESSIONS COMP	COMPUTER MAINTENANCE	260.00
KCII	ADVERTISING	470.96
KIWANIS WASHINGT	DUES - MCCUSKER	76.50
MARIE, LINDA	JACKET & SHIRTS	49.00
PITNEY BOWES GLO	POSTAGE MACHINE REFIL	1008.16
VERIZON WIRELESS	WIRELESS SERVICE	173.94
VISA-TCM BANK, N	WEB SERVICES, CONFER. MEAL	862.63
WASH CHAMBER OF COMMERCE	LEADERSHIP WASH FEE	350.00
WASHINGTON LAW OFFICE, LLP	TAX SERVICE	420.00
WMPF GROUP LLC	ADVERTISING, LEGAL ADVERTI	1438.22
	TOTAL	10578.40
AIRPORT		
ALLIANT ENERGY	ALLIANT ENERGY	774.93
CLOUDBURST 9	INTERNET	84.95
MCCOY PLUMBING &	AIRPORT- AC UNIT	7405.49
VERIZON WIRELESS	WIRELESS SERVICE	46.31
VISA-TCM BANK, N	SUPPLIES & FUEL	644.90
WEST LAWN CARE	AIRPORT MOWING	2265.00
	TOTAL	11221.58
ROAD USE		
ARNOLD MOTOR SUP	PARTS	235.35
CAPITAL ONE	SUPPLIES	77.97
CERTIFIED LABORA	FUEL ADDITIVE	518.86
CHEMSEARCH FE	SUPPLIES	107.64
CINTAS FIRST AID	FIRST AID SUPPLIES	52.47
COBB OIL CO, INC	FUEL	1026.21
HI-LINE INC	AIR FITTINGS	27.82
HY-VEE	SASSO MTG	47.17
IDEAL READY MIX	WEST MAIN & N F, CAMPBELL I	5410.25
IOWA PRISON INDU	ST SIGNS	132.00
JOHN DEERE FINAN	PARTS	227.33
L L PELLING CO	PRE-MIX	1438.00
MID-AM RES. CHEM	SUPPLIES	421.51
RIVER PRODUCTS	STONE AND SAND	412.69
TIFCO INDUSTRIES	SHOP SUPPLIES	216.01
WASHINGTON DISCO	REPAIR	246.04
WASHINGTON LUMBE	SUPPLIES	97.40

	TOTAL	10694.72
STREET LIGHTING		
ALLIANT ENERGY	ALLIANT ENERGY	396.62
	TOTAL	396.62
HOTEL/MOTEL TAX		
VISA-TCM BANK, N	WEB SERVICES	143.58
	TOTAL	143.58
FIRE CAPITAL EQUIPMENT		
WIDE, TOM	NEW TRUCK LETTERING	715.00
	TOTAL	715.00
WELLNESS PARK		
KAM, VAN THAWNG	REFUND-WELL PARK SOCC	125.00
	TOTAL	125.00
SIDEWALK REPAIR		
LUKINS, MARK	SIDEWALK REPLACEMENT	384.00
CONRAD, RICHARD	SIDEWALK REPLACEMENT	96.00
MAXTED, MIKE	SIDEWALK REPLACEMENT	320.00
ADAMS, ROGER	SIDEWALK REPLACEMENT	320.00
TWEETON, DANIEL	SIDEWALK REPLACEMENT	512.00
TRINITY ROSE, LL	SIDEWALK REPLACEMENT	192.00
LITWILLER, JUSTI	SIDEWALK REPLACEMENT	128.00
ROHRBACH, SETH &	SIDEWALK REPLACEMENT	256.00
DUNNING, CHARLES	SIDEWALK REPLACEMENT	192.00
SADRAKULA, SARAH	SIDEWALK REPLACEMENT	256.00
STEIN, DARRIN	SIDEWALK REPLACEMENT	64.00
CARROLL, RONALD	SIDEWALK REPLACEMENT	192.00
EARL WOOD AND SO	SIDEWALK REPLACEMENT	512.00
T AND T HOMES, L	SIDEWALK REPLACEMENT	1154.00
REDLINGER RENTAL	SIDEWALK REPLACEMENT	320.00
FINK, NICK	SIDEWALK REPLACEMENT	512.00
FRITZ, EDWIN & D	SIDEWALK REPLACEMENT	128.00
PUTNAM, MICHELE	SIDEWALK REPLACEMENT	384.00
RHODES, CARLA	SIDEWALK REPLACEMENT	192.00
YOUNG, RICHARD &	SIDEWALK REPLACEMENT	224.00
MAGNUSON, RICHA	SIDEWALK REPLACEMENT	384.00
DAVIS, MONTE	SIDEWALK REPLACEMENT	448.00
TICAS, NORA	SIDEWALK REPLACEMENT	448.00
LAWS, RICK AND T	SIDEWALK REPLACEMENT	256.00
CRAIG, WILMA	SIDEWALK REPLACEMENT	384.00
PALMER, MARVIN &	SIDEWALK REPLACEMENT	512.00
NORM BRUTY RENTA	SIDEWALK REPLACEMENT	128.00
LATCHAM, ROBERT	SIDEWALK REPLACEMENT	384.00
GAMA DOMINGUEZ,	SIDEWALK REPLACEMENT	192.00
R4 INVESTMENTS	SIDEWALK REPLACEMENT	256.00
ORTIZ, JORGE	SIDEWALK REPLACEMENT	448.00
MOORE, DAVID & G	SIDEWALK REPLACEMENT	256.00
KREBS, SUZANNE	SIDEWALK REPLACEMENT	64.00

FOGLE, TRAVIS &	SIDEWALK REPLACEMENT	576.00
ROSS, REBECCA	SIDEWALK REPLACEMENT	128.00
HESELTINE, TANY	SIDEWALK REPLACEMENT	320.00
WASH CO HISTORIC	SIDEWALK REPLACEMENT	1216.00
MCDOLE, DENNIS &	SIDEWALK REPLACEMENT	64.00
	TOTAL	12802.00

CAPITAL PROJECTS TREE REMOVAL

REP MIDWEST TREE SER	EMERGENCY TREE REMOVA	1700.00
	TOTAL	1700.00

TREE COMMITTEE

IGRAPHIX, INC	SUPPLIES	25.50
WMPF GROUP LLC	ADVERTISING	238.66
WOOD DUCK TREE FARM	BRUCEMORE TREES	1000.00
	TOTAL	1264.16

K-9 PROGRAM

JOHN DEERE FINANCIAL	K9 FOOD	54.99
	TOTAL	54.99

LIBRARY GIFT FUND

BAKER & TAYLOR	LIBRARY MATERIALS	129.32
OVERDRIVE, INC.	DIGITAL MATERIALS	515.26
	TOTAL	644.58

WATER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	6374.94
CONKLIN, DANA	MILEAGE REIMBURSEMENT	66.16
EPPERLY, RANDY	MILEAGE REIMBURSEMENT	9.83
ION ENVIRONMENTA	LAB SERVICES	140.00
POSTMASTER	BULK MAILING WATER BI	1163.12
STATE HYGIENIC L	TESTING	553.00
TYLER TECHNOLOGI	ACCOUNTING SOFTWARE	10144.74
VERIZON WIRELESS	WIRELESS SERVICE	46.31
WATER SOLUTIONS	CHEMICALS	6949.27
	TOTAL	25447.37

WATER DISTRIBUTION

ALLIANT ENERGY	ALLIANT ENERGY	50.75
ARNOLD MOTOR SUP	PARTS	146.90
CAPITAL ONE	SUPPLIES	56.99
COBB OIL CO, INC	FUEL	165.70
CORE & MAIN LP	WATER REPAIR SUPPLIES	150.00
LEHMAN, BRODY	BOOT REIMBURSEMENT	100.00
MOSER GRINDING,	GRINDING PILE AND BAG	7614.00
MUNICIPAL MANAGE	LEAK SURVEY	3000.00
SANOW, JAKE	SAFETY REIMBURSEMENT	22.46
VERIZON WIRELESS	WIRELESS SERVICE	46.31
WMPF GROUP LLC	EMPLOYMENT ADVERTISIN	191.74
	TOTAL	11544.85

SEWER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	6677.43
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ARNOLD MOTOR SUP	PARTS	880.80
COBB OIL CO, INC	FUEL	398.41
EUROFINS ENVIRON	CERTIFIED TESTING	1652.08
GAZETTE COMMUNIC	EMPLOYMENT ADVERTISIN	299.00
HAWKEYE FIRE & S	FIRE EXTINGUISHER MAI	87.00
MID-AM RES. CHEM	TREATMENT SPRAY	541.56
TIFCO INDUSTRIES	SAFETY SUPPLIES	244.80
TYLER TECHNOLOGI	ACCOUNTING SOFTWARE	10144.74
VERIZON WIRELESS	WIRELESS SERVICE	133.93
VISA-TCM BANK, N	SUPPLIES, FUEL & BED	1397.80
WASHINGTON DISCO	REPAIR	336.35
WHISLER, JASON	REIMBURSEMENT BOOTS	100.00
WIDE, TOM	TRUCK LETTERING	105.00
WMPF GROUP LLC	EMPLOYMENT ADVERTISIN	191.74
	TOTAL	23190.64
SEWER COLLECTION		
ARNOLD MOTOR SUP	PARTS	116.89
COBB OIL CO, INC	FUEL	648.02
SCHIMBERG CO.	LIDS -SANITARY CLEANO	427.68
VISA-TCM BANK, N	PARTS	771.13
VERIZON WIRELESS	WIRELESS SERVICE	84.32
	TOTAL	2048.04
SANITATION		
WASH CO HUMANE S	AUGUST COLLECTIONS	335.00
	TOTAL	335.00
	GRAND TOTAL	154909.67

Washington Fire Department
215 East Washington Street
Washington, Iowa 52353
(319) 653-2239 Phone
(319) 653-5273 Fax
www.washingtoniowa.gov



Brendan DeLong- Fire Chief
Bill Hartsock- 1st Asst Fire Chief
Jim Williams- 2nd Asst Fire Chief
Carrie Ornduff- Asst Chief of EMS

MEMO

August 29th, 2023

To: City Council
From: Brendan DeLong, Fire Chief
Re: Resolution supporting WCRF Grant application

Council –

I am requesting your support of the fall Washington County Riverboat Grant Application for our new Fire truck. Grant rules require a resolution supporting the application. The grant deadline is September 19th, 2023.

The grant application will be for \$250,000 towards our new Toyne Fire Pumper Truck that is to be received in the fall of 2025. The remaining matching funds will come from the City of Washington and bond proceeds.

Thank you for your continuous support,

A handwritten signature in black ink, appearing to read "B. DeLong", with a long horizontal line extending to the right.

Brendan S. DeLong
Fire Chief

RESOLUTION NO. 2023-_____

A RESOLUTION ENDORSING AN APPLICATION FOR GRANT FUNDS

WHEREAS, the Washington Fire Department provides fire coverage to the City of Washington and also provides mutual aid to communities and rural areas in Washington County; and,

WHEREAS, the operation of the fire trucks need to be in effective working condition at all times and ready to respond to a fire at any moment; and,

WHEREAS, it is time to replace an old pumper truck with a new truck and City Council and other stakeholders have strongly supported this project moving forward; and,

WHEREAS, the City wishes to apply for funds from the Washington County Riverboat Foundation; and,

WHEREAS, the Toyne fire pumper truck is estimated to cost approximately \$940,423, with \$300,000 already in reserves at the City and other funds coming from a future bond.

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

Section 1. The City Council endorses the submission of an application for the competitive grant funds to the Washington County Riverboar Foundation in the amount of \$250,000 for the Toyne Fire Pumper truck.

Section 2. The City Council states its commitment to \$300,000 already reserved in local matching funds for the project and will secure bond proceeds for the amount remaining.

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

RESOLUTION NO. 2023-_____

**RESOLUTION ACCEPTING THE WEST BUCHANAN STREET PAVING &
RECONSTRUCTION PROJECT AS COMPLETED**

WHEREAS, the City Council of the City of Washington did award a construction contract to DeLong Construction, Inc., in the amount of \$1,714,667.30 for the “West Buchanan Street Paving & Reconstruction Project” (the “Project”); and,

WHEREAS, the Project has been completed in accordance with the plans and specifications; and,

WHEREAS, it is necessary for the City Council to formally accept the Project and issue final payment.

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

Section 1. That the construction of the Project is hereby accepted as completed, with a final contract price of \$1,716,832.54.

Section 2. The Final Pay Application #12 was approved and paid on May 16, 2023 in the amount of \$16,777.34.

Section 3. That retainage in the amount of \$30,000 for the completion of the Project will be paid following approval of this Resolution if no claims have been filed against the retainage without further action from the Council.

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk



STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor Delong Construction, Inc. Letting Date June 15, 2021

Work Type P.C.C. Pave & Replace Contract ID _____

Accounting ID(s) 37804 _____

Project Number(s) STPG-SWAP-8140(612)--SG-92 _____

Additional Comments

Type of Contract

- Specified Start Date _____
- Approximate Start Date _____
- Late Start Date _____
- Completion Date Contract _____

Site No.(s)	00			
Working Days Specified:	90			
Working Days Charged:	128.5			
Closure Days Specified:	0			
Closure Days Charged:	0			

Actual Start Date 4-1-2022

Field Completion Date 8-17-2023

Recommended for Acceptance	Iowa DOT Contract Acceptance
Signature <u><i>Jack Pope</i></u> Project Engineer	Signature _____ District Construction Engineer
Date <u>8-17-2023</u>	Date _____

Approved and Work Accepted on Behalf of the City Council of

City of Washington this 17th Day of August, 2023
Year

Signature _____
Mayor

For Central Office Use Only

Recorded Finance
 Recorded Construction & Materials

NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".

Contractor's Application for Payment No. 13 (Final)

To (Owner): City of Washington, Iowa	Application Period: 11/4/22 - 04/10/23	Application Date: 4/10/2023
Project: West Buchanan Street Paving & Reconstruction - Washington, Iowa	From (Contractor): Del'ong Construction, Inc.	Via (Engineer): Garden & Associates, LTD.
Owner's Contract No.: STBC-SWAP-8140(612)-SG-92	Contract: West Buchanan Street Paving & Reconstruction Washington, Iowa	Contractor's Project No.: 5020201

Contract Working Day Summary: Original Contract Time: 90
 Added by Change Order: _____
 Contract Time To Date: 90
 Working Days Used to Date: 128.5
 Working Days Remaining: -38.5

Application For Payment
Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1		\$12,775.00	\$61,871.35
2		\$51,261.59	
3			
TOTALS		\$64,036.59	\$61,871.35
NET CHANGE BY CHANGE ORDERS		\$2,165.24	

- ORIGINAL CONTRACT PRICE: \$ 1,714,667.30
- Net change by Change Orders: \$ 2,165.24
- Current Contract Price (Line 1 ± 2): \$ 1,716,832.54
- TOTAL COMPLETED AND STORED TO DATE (Work from Progress Estimates): \$ 1,716,832.54
- RETAINAGE:
 - 3%: X Work Completed: \$ _____
 - 3%: X Stored Material: \$ _____
 - Total Retainage (Line 5.a + Line 5.b): \$ _____
- AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c): \$ 1,716,832.54
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application): \$ 1,686,832.54
- AMOUNT DUE THIS APPLICATION: \$ 30,000.00
- BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above): \$ _____

Contractor's Certification
 The undersigned Contractor certifies, to the best of his knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: *Paul Ober* Date: 4-27-23

Payment of: \$ 330,000.00 (Line 8 or other - attach explanation of the other amount)
 is recommended by: *Paul Ober* (Engineer) 4-27-2023 (Date)
 Payment of: \$ 330,000.00 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)

Pay Application No. 13 (Final)
West Buchanan Street Paving & Reconstruction
Washington, Iowa

Delong Construction, Inc.

Project Number	Item Description	Unit	Quantity	Rate	Amount	Day 1	Day 2	Total
64	2599-9999803 ('CUBIT VARIO' ITEM) MEDIAN LANDSCAPE CONCRETE	EA	1	\$1,810.00	\$1,810.00			\$1,810.00
65	2599-9999805 ('EACH' ITEM) APRON 36 IN.	EA	1	\$2,630.00	\$2,630.00			\$2,630.00
66	2599-9999805 ('EACH' ITEM) APRON 42 IN.	EA	1	\$3,560.00	\$3,560.00			\$3,560.00
67	2599-9999805 ('EACH' ITEM) REMOVAL OF EXISTING HYDRANT ASSEMBLY	EA	1	\$550.00	\$550.00			\$550.00
68	2599-9999809 ('EACH' ITEM) WATER MAIN CONNECTIONS	LF	180	\$1,670.00	\$300,600.00			\$300,600.00
69	2599-9999809 ('LINEAR FEET ITEM) REPAIR DAMAGED TILE 4 IN. OR 6 IN.	LF	130	\$15.00	\$1,950.00			\$1,950.00
70	2599-9999810 ('LINEAR FEET ITEM) WATER MAIN PVC 12 IN. (USTAL ONLY)	LF	500	\$15.00	\$7,500.00			\$7,500.00
71	2599-9999820 ('TONS' ITEM) TEMPORARY GRANULAR SURFACING	TON	250	\$13.60	\$3,400.00			\$3,400.00
72	2601-2601400 MULCHING	ACRE	5	13.60	\$68.00			\$68.00
73	2601-2601405 SEDIMENT AND FERTILIZING (GRASS)	ACRE	5	9.40	\$47.00			\$47.00
74	2601-2601405 SEDIMENT AND FERTILIZING (SHRUB)	ACRE	1	4.20	\$4.20			\$4.20
75	2601-2601405 PERMEABLE AND SLOPE SEDIMENT CONTROL (VERTICAL)	LF	3000	\$1.80	\$5,400.00			\$5,400.00
76	2602-0000001 REMOVAL OF PRECIPITATION AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	EA	2000	\$1.80	\$3,600.00			\$3,600.00
77	2602-0010001 MOBILIZATION, EROSION CONTROL	EA	2	2.00	\$4.00			\$4.00
78	0002 Locate Existing Tile	EA	2	1.00	\$2.00			\$2.00
	0002 Hydropast Intake	EA	1	1.00	\$1.00			\$1.00
	0002 Temp Field Fence	EA	1	1.00	\$1.00			\$1.00
	0003 Thickness Incentive 7'	EA	1	1.00	\$1.00			\$1.00
	0003 Thickness Incentive 8'	EA	1	1.00	\$1.00			\$1.00
Totals					\$1,395,124.74	\$321,707.88	\$1,716,832.54	

Total Completed to Date \$1,395,124.74
 Amount Retained @ 3% (Max. \$80,000) \$80,000
 Total Due Contractor \$1,395,124.74
 Less Previous Payments \$1,370,746.27
 Amount Due Contractor this Application \$24,378.47
 IDOT Withholding \$0.00
 City Share this Application \$24,378.47

Item Description	Amount
IDOT Reimbursement	\$1,395,124.74 (Div. 1)
IDOT Withholding 3%	\$0.00
Subtotal This Request	\$1,395,124.74
Less Previously Reimbursed	\$1,382,288.95
Amount to be Reimbursed This Application	\$92,915.78

RESOLUTION NO. 2023-_____

**A RESOLUTION APPROVING ENTERING INTO A TASK ORDER WITH
VEENSTRA & KIMM, INC. FOR THE WELLNESS PARK IMPROVEMENTS
PHASE II MASTER PLAN**

WHEREAS, the City Council awarded a preliminary engineering contract for the 2nd phase of the Wellness Park Design and to provide an opinion of cost at the August 1, 2023 city council meeting; and,

WHEREAS, a task order for the Wellness Park Improvements Phase II Master Plan was prepared by Veenstra & Kimm, Inc.; and,

WHEREAS, Veenstra & Kimm, Inc. has provided a lump sum of \$48,000 for the completion of the preliminary design on Phase II of the Wellness Park and to provide a concept with a cost opinion.

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

Section 1. The City Council does hereby approve the Task Order by Veenstra & Kimm, Inc. attached to this Resolution.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk



Task Order

To: City of Washington
Jaron Rosien, Mayor
215 E. Washington Street
P.O. Box 516
Washington, IA 52353

Date of Issuance: August 15, 2023

V&K Project No.: 24657

This task order will acknowledge that Veenstra & Kimm, Inc. (V&K) is authorized to begin work on the following project:

Project Name: WELLNESS PARK IMPROVEMENTS PHASE II MASTER PLAN

The scope of the work authorized is:

- Attend project kickoff meeting.
- Collect topographic & soil boring information.
- Development concepts.
- Prepare preliminary pond design.
- Meet with the City to discuss concepts.
- Finalize concept/plan/cost opinions.
- Present Master Plan to the Public/City Council.

The schedule to perform the work is: approximate start: August 16, 2023
approximate completion: December 2023

The lump sum fee for the work is: \$48,000

This authorization for the work described above shall serve as the Agreement between V&K and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: V&K shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

CITY OF WASHINGTON

VEENSTRA & KIMM, INC.

Jaron Rosien
Mayor

Leland Belding
Project Engineer

Date: _____
215 E. Washington Street
P.O. Box 516
Washington, IA 52353
319-653-6584

Date: _____
2600 University Parkway, Suite 1
Coralville, IA 52241
319-466-1000

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

August 30, 2023

To: Mayor & City Council

Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker
City Administrator

Re: Master Services Agreement with Veenstra & Kimm, Inc.

It is my recommendation that we approve a Master Professional Services Agreement with Veenstra & Kimm, Inc. We have been utilizing their services for a short time with projects and it would be nice to have something formally in place. This will allow staff to consult with them on projects when needed and get a more one-on-one service from Leland. Staff enjoys working with Leland and VNK has proven to be reliable and thorough with projects.

We have a similar agreement with our other engineering firm we use specifically for water and wastewater projects and questions.

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING ENTERING INTO A MASTER PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA & KIMM, INC.

WHEREAS, it is beneficial to have an engineering firm that the City of Washington may contact with day-to-day issues and also ask to provide a task order for larger jobs; and,

WHEREAS, Veenstra & Kimm, Inc., has been providing such duties, but this provides a formal services agreement and gets the City of Washington quicker response time.

NOW, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. The City Council does hereby approve the Master Professional Services Agreement with Veenstra & Kimm, Inc. attached to this Resolution.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

**MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF WASHINGTON AND VEENSTRA & KIMM, INC.**

This AGREEMENT ("Agreement") is made as of August 15, 2023 by and between CITY OF WASHINGTON (OWNER) and VEENSTRA & KIMM, INC. (V&K), which agree as follows:

SECTION I - SERVICES TO BE PERFORMED

SECTION II - THE OWNER'S RESPONSIBILITIES

1.1 Scope of Services

V&K shall perform or furnish engineering, architectural, surveying, and planning services, and serve as a resource and liaison, pursuant to Task Orders issued by the OWNER to V&K.

1.2 Authorization of Services

1.2.1 Written Task Orders shall define the task requested, including the specific scope of services to be performed, the schedule, and the basis for payment (if other than as defined in this Agreement). When requested by the OWNER, V&K shall prepare draft Task Orders and submit them to the OWNER for review and execution. Each Task Order shall be executed by the authorized representatives of V&K and the OWNER designated in this Agreement. Each Task Order shall be deemed to incorporate the terms of this Agreement.

1.2.2 The OWNER'S authorized representative may orally authorize V&K to begin furnishing services. Within five (5) business days thereafter, V&K shall submit to the OWNER a written Task Order, as described immediately above, which shall confirm the oral Task Order and provide for mutual execution by the parties. Such Task Order will be deemed executed if not returned with comments within two (2) business days thereafter.

1.3 Limit of Cost for Professional Services

Task orders shall not call for professional services whose cost would exceed \$100,000. Projects in excess of \$100,000 shall be performed by another written contract.

1.4 V&K's Authorized Representative

LELAND BELDING shall act as V&K's representative with respect to the services to be performed or furnished. Said person will have complete authority to transmit instructions, receive information, and interpret and define V&K's policies and decisions with respect to services.

2.1 OWNER'S Responsibilities

The OWNER, at its expense, shall do the following in a timely manner so as not to delay or hinder V&K in its furnishing of services:

2.1.1 Furnish V&K with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to each Task Order. Unless otherwise specified in the Task Order, V&K may rely upon OWNER-furnished information without independent verification.

2.1.2 Provide all criteria and full information as to OWNER's requirements including objectives and constraints, performance requirements, and budgetary limitations.

2.1.3 Assist V&K by furnishing all available information pertinent to the Task Order project.

2.1.4 Arrange for access to and make all provisions for V&K to enter upon public and private lands as required for V&K to perform its work under the Task Order.

2.1.5 Give prompt written notice to V&K whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of V&K's services, or any defect or nonconformance in V&K's services or in the work of any Contractor.

2.1.6 Furnish to V&K data prepared by or services of others, including without limitation exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, land surveyors, laboratory material tests and other special items together with appropriate professional interpretations of the foregoing.

2.1.7 Examine studies, reports, and construction contract documents presented by V&K, and render in writing decisions pertaining thereto.

2.1.8 The OWNER shall be responsible for the accuracy and completeness of furnished data, including, but not limited to, computations, record drawings, and maps furnished by the OWNER.

2.2 **OWNER'S Representative**

The OWNER'S Authorized Representative under this Agreement shall be the City Administrator, or her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret, and define OWNER'S policies and decisions with respect to V&K's services under this Agreement.

In order to respond to day-to-day issues as they arise, City Administrator is authorized to issue task orders up to \$10,000 with mayoral consent. Between \$10,000 and \$35,000 requires prior council approval. Written directives provided via e-mail from the Authorized Representative shall be considered as equal to a task order and be subject the terms and conditions of this agreement.

SECTION III - PERIOD OF SERVICES

3.1 **Completion of Services**

The services called for in each Task Order shall be completed according to a schedule agreed upon by the OWNER and V&K.

3.2 **Term of Agreement**

The initial term of this Agreement shall commence as of the date set forth above and shall expire on May 31, 2024 and shall thereafter automatically renew itself for successive periods of one year each, unless either party gives written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party. Attachment A, Rate Schedule, shall be updated June 1 on an annual basis.

All services shall be performed in accordance with the General Terms and Conditions of V&K, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF WASHINGTON

VEENSTRA & KIMM, INC.

Jaron Rosien
Mayor

LELAND BELDING
PROJECT ENGINEER

Date: _____

Date: _____



VEENSTRA & KIMM, INC. (V&K)
GENERAL TERMS AND CONDITIONS OF SERVICES

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. V&K will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
2. **Billing.** V&K will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, V&K may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
4. **Access to Site.** Owner shall furnish right-of-entry on the project site for V&K and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. V&K will take reasonable precautions to minimize damage to the site from use of equipment but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.
6. **Professional Representative.** V&K intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by V&K for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of V&K. However, V&K cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
7. **Construction.** This agreement shall not be construed as giving V&K, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
8. **Standard of Care.** In conducting the services, V&K will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon V&K.

V&K does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, V&K will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
9. **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.



VEENSTRA & KIMM, INC. (V&K)
GENERAL TERMS AND CONDITIONS OF SERVICES

10. **Changes.** If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers engaged in making the changes.
11. **Construction Site Visits.** V&K shall make visits to the site at intervals appropriate to the various stages of construction as V&K deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work. The purpose of V&K's visits to, and representation at the site, will be to enable V&K to better carry out the duties and responsibilities assigned to and undertaken by V&K during the Construction Phase, and in addition, by the exercise of V&K's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, V&K shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall V&K have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, V&K neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If V&K terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for V&K to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay V&K for all services performed prior to V&K's receipt of the notice of termination and for all work performed and/or expenses incurred by V&K in terminating Services begun after V&K's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to V&K's omission, any required or necessary item or component of the project is omitted from the construction documents, V&K's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that V&K will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
14. **Hazardous Substances.** OWNER acknowledges and agrees that V&K has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and V&K has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by V&K on the project shall at no time be or become the property of V&K. V&K shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by V&K, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER'S direction. Nothing contained within this Agreement shall be construed or interpreted as requiring V&K to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.
15. **Insurance.** V&K will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. V&K will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of V&K to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which V&K has in effect.
16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless V&K for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.



VEENSTRA & KIMM, INC. (V&K)
GENERAL TERMS AND CONDITIONS OF SERVICES

17. **Indemnification.** To the fullest extent permitted by law, V&K shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of V&K or V&K's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "V&K"). In no event shall this indemnity agreement apply to claims between the OWNER and V&K. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that V&K is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of V&K to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, V&K, and V&K's officers, directors, members, partners, agents, consultants, and employees (hereinafter "V&K") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between V&K and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend V&K on any claim arising under this agreement.

To the fullest extent permitted by law, V&K's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of V&K and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that V&K's negligence bears to the total negligence of OWNER, V&K, and all other negligent entities and individuals.

18. **Dispute Resolution.** OWNER and V&K desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by good faith negotiation rather than by litigation. OWNER and V&K also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and V&K will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and V&K mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and V&K any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and V&K agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction. Each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.
19. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.
20. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.
21. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at V&K's option, Polk County, Iowa, or any county in which V&K has an office.
22. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



**VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
2023**

Management I	\$225.00
Management II	210.00
Process Engineer I	235.00
Client Services I	221.00
Client Services II	135.00
Client Services III	107.00
Client Services IV	85.00
Client Services V	80.00
IT I	175.00
IT II	116.00
IT III	75.00
Funding Specialist I	121.00
Funding Specialist II	105.00
Engineer I-A	220.00
Engineer I-B	201.00
Engineer I-C	193.00
Engineer I-D	186.00
Engineer II-A	179.00
Engineer II-B	170.00
Engineer III-A	160.00
Engineer III-B	155.00
Engineer III-C	150.00
Engineer IV	143.00
Engineer V	136.00
Engineer VI	128.00
Engineer VII	122.00
Engineer VIII	117.00
Engineer IX	110.00
Engineer X	97.00
Engineer XI	87.00
Engineer XII	80.00
Design Technician I	126.00
Design Technician II	111.00
Design Technician III	99.00
Architect I	174.00
Architect II	153.00
Architect III	137.00
Planner I	142.00
Planner II	98.00
Planner III	89.00
Drafter IA	122.00
Drafter IB	114.00
Drafter II	109.00
Drafter III	102.00
Drafter IV	95.00
Drafter V	85.00
Drafter VI	75.00
Drafter VII	65.00



**ATTACHMENT A:
RATE SCHEDULE
June 2023***

Clerical I	\$90.00
Clerical II	80.00
Clerical III	70.00
Clerical IV	61.00
Clerical V	52.00
Construction Engineer I	205.00
Construction Engineer II	127.00
Construction Engineer III	115.00
Construction Engineer IV	98.00
Surveyor I	148.00
Surveyor II	129.00
Technician I	110.00
Technician II	99.00
Technician III	91.00
Technician IV	86.00
Technician V	80.00
Technician VI	72.00
Technician VII	65.00
Technician VIII	55.00
Technician IX	46.00
Building Inspector I	199.00
Building Inspector I-A	140.00
Building Inspector II	109.00
Building Inspector III	86.00
Accounting I	179.00
Accounting II	130.00
Accounting III	115.00
Accounting IV	90.00
Accounting V	83.00
REIMBURSABLES AND EQUIPMENT RATES	
GPS / Robotics	\$35.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

* Labor rates represent an average or range for a particular job classification. These rates are in effect until May 31, 2024.



RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH REED CONSTRUCTION, LLC FOR THE WASHINGTON PUBLIC LIBRARY MAKERSPACE PROJECT

WHEREAS, the City of Washington awarded the Washington Public Library Makerspace Project to Reed Construction, LLC, De Witt, Iowa 52742 by Resolution on August 15, 2023; and,

WHEREAS, it is necessary to enter into a formal contract with Reed Construction, LLC, for the Washington Public Library Makerspace Project that outlines all the details to complete the project and to receive payment for the project.

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

Section 1. The City Council hereby approves the Contract with Reed Construction, LLC as attached to the Resolution.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5th day of September in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Washington
215 E. Washington St.
Washington, IA 52353
Telephone Number: 319-653-6584

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

Reed Construction, LLC
2825 262nd Street
De Witt, IA 52742

Telephone Number: 563-370-9661
Fax Number: 563-659-0762

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

Washington Public Library Makerspace
115 W. Washington St.
Washington, IA 52352
Interior Renovation to add Makerspace at lower level of Library.

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

FEH Design
604 East Grand Ave
Des Moines, IA 50309
Telephone Number: 515-288-2000

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA3B)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Inf.

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User Notes:

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(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: March 30, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Thousand, Three Hundred Sixty Dollars and No Cents (\$ 400,360.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1 = Tackable Walls	\$5,682.00
Alternate No. 2 = Access Control Hardware	\$44,063.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

inf.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Progress Payments and Final Payments shall be administered and paid in accordance with Specification Section 01 2900 Payment Procedures.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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5% (Five Percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage to be reduced in accordance with the laws of State of Iowa, as applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

\$0.00

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Cary Ann Siegfried, Library Director
115W. Washington St.
Washington, IA 52353
Telephone Number: 319-653-2097

Email Address: cary.siegfried@washington.lib.ia.us

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brandon Reed
Reed Construction, LLC 2825 262nd Street De Witt, IA 52742

init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
TS, A01.1, A1.1, A2.1, A3.1, A4.1, P101, P100, P110, P201, M000, M101, M201, E000, E001, ED101, E101, E201, E301, E401, E501, E601	Washington Public Library Makerspace	May 15, 2023

.6 Specifications

Section	Title	Date	Pages
The Specifications Manual	Washington Public Library Makerspace	July 13, 2023	600

.7 Addenda, if any:

init.

Number	Date	Pages
Addendum 1	07/27/2023	2
Addendum 2	08/04/2023	39

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document B204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the B204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

Millie Youngquist, Mayor Pro Tem
(Printed name and title)

CONTRACTOR (Signature)

Brandon Reed, President
(Printed name and title)

Init.

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**EXHIBIT A -City of Washington, IA
MINIMUM INSURANCE REQUIREMENTS:**

COMMERCIAL GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to a Premises Rented to You Limit	\$ 100,000)
Medical Payments	\$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

ISO endorsement CG 20 10 or equivalent endorsement naming the City of Washington, IA , its Council members, employees and agents as an additional insured.

ISO endorsement CG 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.

ISO endorsement CG 20 37 or equivalent endorsement naming the City of Washington, IA , its Council members, employees and agents as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion and acceptance of the project by the City of Washington, IA .

ISO Endorsement CG 20 01 or equivalent endorsement indicating additional insured status for the City of Washington, IA , its Council members, employees and agents is primary and non-contributory.

ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.

ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the City of Washington, IA .

Governmental Immunities Endorsement (see attached specimen).

BUSINESS AUTOMOBILE LIABILITY:

Combined single limit of	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000

Bodily Injury (per accident)	\$1,000,000
Property Damage	\$1,000,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.
 Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.

Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the City of Washington, IA .

Include ISO endorsement CA 99 48, Pollution Liability - Broadened Coverage for Covered Autos, or equivalent endorsement if the Contractor has vehicles that transport fuel onto City of Washington, IA property.

WORKERS COMPENSATION & EMPLOYERS LIABILITY:

Workers Compensation - Statutory - State of Iowa	
Employers Liability	
Bodily Injury Limit Each Accident	\$1,000,000
Bodily Injury Disease - Policy Limit	\$1,000,000
Bodily Injury Disease - Limit Each Employee	\$1,000,000

Workers Compensation shall include the following endorsement: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the City of Washington, IA .

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

UMBRELLA OR EXCESS LIABILITY:

Limit Each Occurrence	\$2,000,000
Aggregate Limit	

Umbrella or Excess liability policy shall provide excess coverage and be at least as broad in coverage as the following required policies and endorsements: Commercial General Liability, Business Auto and Employer's Liability.

City of Washington, IA

GOVERNMENTAL IMMUNITIES ENDORSEMENT

Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of City of Washington, IA as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Washington, IA under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

Assertion of Governmental Immunity. The City of Washington, IA shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Washington, IA under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Washington, IA .

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

ACKNOWLEDGMENT AND CERTIFICATION

("Company") is providing services to the City of Washington, IA ("Owner") as a vendor, supplier, or contractor or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the Owner .

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the Owner . The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the Owner .

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the Owner in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 08/28/2023

By: Reed Construction LLC
(name of vendor/supplier/contractor/sub-contractor)

b.
Printed Name: Brandon Reed 

Title: President

END OF SECTION



AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Washington Public Library Makerspace
115 W. Washington St.
Washington, IA 52352

THE OWNER:

(Name, legal status and address)

City of Washington, IA
215 E. Washington St.
Washington, IA 52353

THE ARCHITECT:

(Name, legal status and address)

FEH Design
604 East Grand Ave
Des Moines, IA 50309

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Section. Verbal authorization for changes must be supported by written approval before being considered valid.

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

7.1.2.1 All changes in Material or Methods as described in the Plans and Specifications must have written approval by the Owner and Architect prior to incorporation in the Project.

7.1.2.2 All changes in the Plans and Specifications must be documented by a Change Order Form issued by the Architect & approved by the Owner.

7.1.2.3 Total adjustments in Contract Amount are to reflect a reasonable markup to reflect overhead and profit, not to exceed as follows:

7.1.2.3.1 Change executed by Subcontractor: 10% by Subcontractor for overhead and profit and 5% by Contractor for coordination and profit. Subcontractor and Sub-subcontractor's total aggregate shall not exceed ten percent (10%) percent of the cost.

7.1.2.3.2 Change executed by Contractor without subcontractor involvement: 10% for overhead and profit.

On Work deleted from the Contract, credit to the Owner shall be the Architect/Engineer approved net cost plus one-half (½) of the overhead and profit percentage noted above.

7.1.2.3.3 Contractor and Sub-contractors shall provide written detailed documentation for each (sub) contractor showing their time and materials on all changes submitted for review by the Architect unless pre-approved at a fixed amount. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay

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authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims,

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security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or

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expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

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

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of

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when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Init.

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User Notes:

(3B9ADA43)

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

August 31, 2023

To: Mayor & City Council
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker
City Administrator

Re: Setting the public hearing for the annexation of 3 properties in the city limits

As I had previously mentioned in my weekly updates, 3 properties along 250th street are wanting to annex into the city limits and get connected to the city water supply. The well of the one property is failing and provides water to 2 other properties. We can connect them to the water main fairly easily. This same property that supplies there water is already connected to our city sewer.

Part of the process is to hold a public hearing on the annexation. This will be held on Tuesday, September 19th at 6:00pm. All the associated letters have been sent to the proper agencies and the notice of the public hearing is already sent to the paper.

RESOLUTION NO. 2023-_____

**RESOLUTION SETTING PUBLIC HEARING
FOR THE VOLUNTARY ANNEXATION OF CERTAIN PROPERTIES**

WHEREAS, three petitions of voluntary annexation of certain properties into the city limits of Washington, Iowa has been received; and,

WHEREAS, a public hearing is a required step in the process of annexation into the city of Washington, Iowa.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA, that a public hearing on the voluntary annexation into the City of Washington is hereby set for 6:00 p.m. on Tuesday, September 19, 2023 in the Council Chambers at 215 E. Washington Street, Washington, Iowa.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of the hearing on the voluntary annexation at least 10 days prior to the hearing date of September 19, 2023.

BE IT FURTHER RESOLVED, that the City Clerk shall provide a copy of the annexation petitions and hearing notice to the Washington County Supervisors.

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

*Development Services Department
215 East Washington Street
Washington, IA 52353
319-653-6584*



MEMO

To: City Council
From: Keith Henkel, Engineering Technician/Safety Director
Date: 08/10/2023
Re: 3rd Ave Closure Between Washington St. & Jefferson St.

Council,

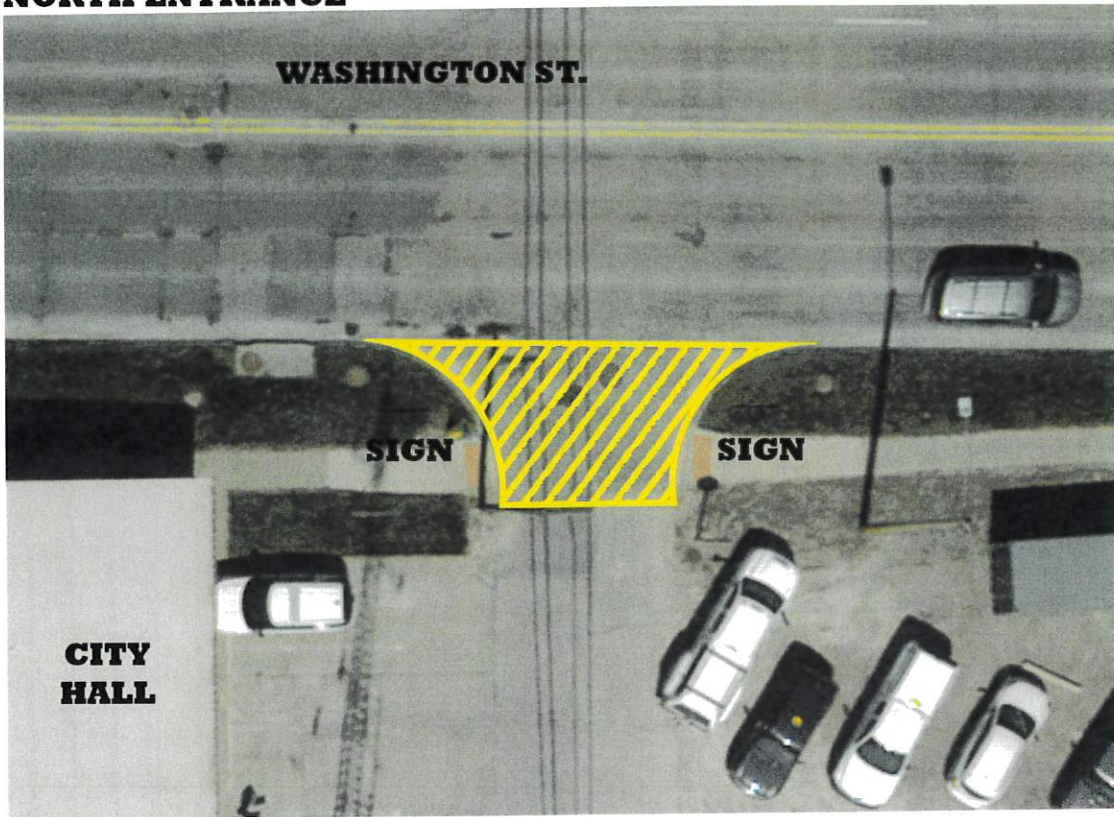
As discussed at the last council meeting on August 1, 2023 staff proposed a closure of 3rd Ave between Washington St. and Jefferson St. The city attorney has prepared the closure resolution for your consideration at this meeting. After the resolution passes city staff will paint the approaches at the north and south driveways and erect four signs, two at each location, that read "NO THRU TRAFFIC – AUTHORIZED CITY PERSONAL ONLY".

Thank You,

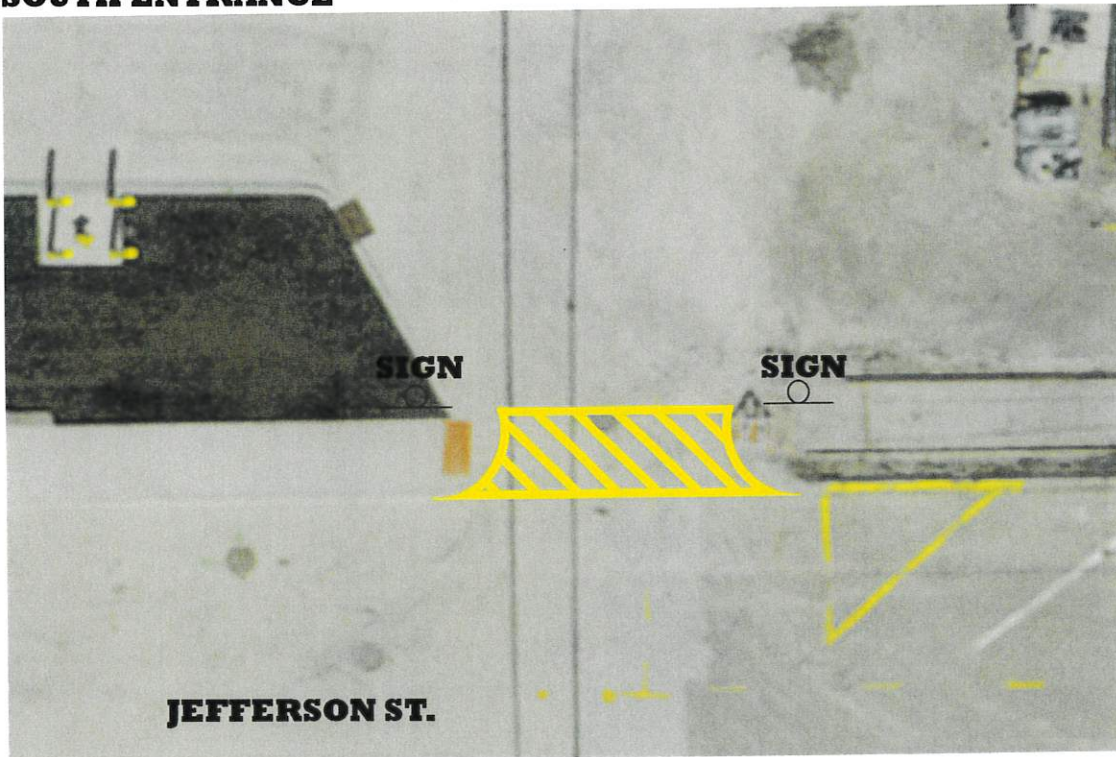
A handwritten signature in black ink that reads "Keith Henkel". The signature is written in a cursive style with a long, sweeping tail.

Keith Henkel

NORTH ENTRANCE



SOUTH ENTRANCE



RESOLUTION NO. ____

RESOLUTION CLOSING A PORTION OF S. 3RD AVENUE BETWEEN E. JEFFERSON STREET AND E. WASHINGTON STREET.

WHEREAS, the City Council has heretofore determined that a portion of S. 3rd Avenue between E. Jefferson Street and E. Washington Street should be closed as it used as part of the municipal campus; and

WHEREAS, the portion of E. 3rd Avenue to be closed is depicted on Exhibit "A" attached hereto; and

WHEREAS, it is now necessary to pass a resolution to close a portion of said S. 3rd Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of the City of Washington that the portion of said S. 3rd Avenue described above be and the same is hereby closed and no longer constitutes a public street.

BE IT FURTHER RESOLVED, that the City Administration shall take all necessary measures to ensure that this portion of S. 3rd Avenue remain closed to access of the general public.

Passed and approved this 5th day of September, 2023.

Millie Youngquist, Mayor Pro tem

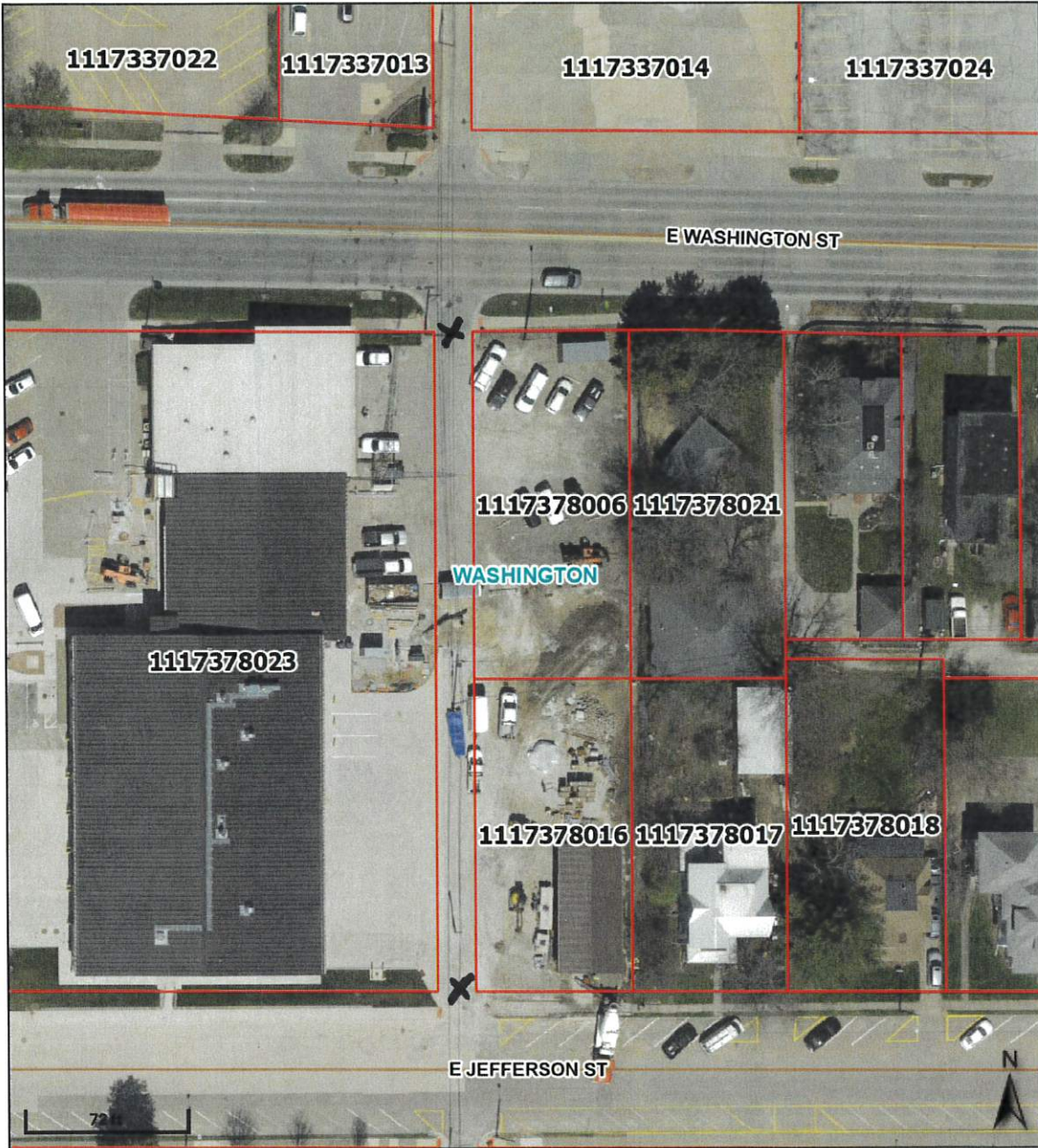
ATTEST:

Sally Y. Hart, City Clerk

Exhibit "A"



City of Washington, IA



Overview



Legend

- City Limits
- Parcels
- Road Centerline
- Railroad Strip
- Maps

Date created: 8/30/2023
Last Data Uploaded: 8/30/2023 6:00:08 AM

Developed by Schneider
GEOSPATIAL

RESOLUTION NO. 2023-_____

**A RESOLUTION AWARDING THE WASHINGTON
2023 SIDEWALK REPAIR CONTRACT**

WHEREAS, the construction project known as "2023 Sidewalk Repair Project" has been calculated and solicited for bids in the Northeast Quadrant of town.

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

Section 1. That the following bid for the construction of certain public improvements described in general as "2023 Sidewalk Repair Project", is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: DCJ Concrete

Amount of Bid: 4" PCC Sidewalk \$4.50/SF
6" PCC Sidewalk \$5.00/SF

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney



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

Washington Sidewalk Repair 2023

The City of Washington is accepting bids for the Washington Sidewalk Repair 2023. This work will be conducted in the northeast quadrant of town. A spreadsheet of all addresses, square footage amounts of concrete and number of setups is included. Total volume of work will include 11,842 sf of 4" sidewalk, 1500 sf of 6" sidewalk and 496 set-ups. The contractor will be responsible for removal and replacement of all concrete, cleaning the area after work is completed, regrading and seeding any disturbed areas of grass and any saw cutting required to complete the work. All work will be incidental to the project and will be included in the square foot price provided in the contractors quote. City staff will mark removals at the addresses the day prior to the contractor's work to insure the right areas of removal. PCC must be C-3 or C-4 mix, no hot water or calcium will be accepted. It will be the contractor's responsibility to safeguard the work area until such time as the sidewalk is able to be walked on.

The city will expect this work to start on September 6, 2023 and finish by November 3, 2023.

Please provide in a sealed bid the price for 4" and 6" sidewalk to City Hall c/o Keith Henkel by 4:00pm on Friday August 18th to be considered for this project.

Apparent low bidder will be contacted on Monday August 21, 2023 with official notice to proceed to follow the council meeting on September 5, 2023

If ADA domes are required the city will supply them to the contractor.

Quote:

Contractor: Jorge Aguirre

Contact Info: DCT concrete

4" PCC Sidewalk: \$4.50 /SF

6" PCC Sidewalk: \$5.00 /SF

Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney



City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
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The city will expect this work to start on September 6, 2023 and finish by November 3, 2023.

Please provide in a sealed bid the price for 4" and 6" sidewalk to City Hall c/o Keith Henkel by 4:00pm on Friday August 18th to be considered for this project.

Apparent low bidder will be contacted on Monday August 21, 2023 with official notice to proceed to follow the council meeting on September 5, 2023

If ADA domes are required the city will supply them to the contractor.

Quote:

Contractor: Greg Bruty Construction LLC

Contact Info: Greg Bruty 461-4808

4" PCC Sidewalk: \$ 6.25 /SF

6" PCC Sidewalk: \$ 6.30 /SF

Aug 16 2023
3:28P

Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney



City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
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Washington Sidewalk Repair 2023

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The city will expect this work to start on September 6, 2023 and finish by November 3, 2023.

Please provide in a sealed bid the price for 4" and 6" sidewalk to City Hall c/o Keith Henkel by 4:00pm on Friday August 18th to be considered for this project.

Apparent low bidder will be contacted on Monday August 21, 2023 with official notice to proceed to follow the council meeting on September 5, 2023

If ADA domes are required the city will supply them to the contractor.

Quote:

Contractor: Coleman Const. Inc.

Contact Info: Brian Coleman 319-653-1715

4" PCC Sidewalk: 8.25 /SF

6" PCC Sidewalk: 8.75 /SF

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

August 31, 2023

To: Mayor & City Council
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker
City Administrator

Re: Quote for the Barthelow Roof

We want to start renting out the Barthelow house again but the roof is in terrible condition as can be seen by the attached photos. JJ talked to 2 contractors and received quotes from both. It does show one quote includes 22 sq. of shingles and the other quote includes 21 sq. but the less expensive quote includes the larger number of sq. of shingles to be used.

At the end of the fiscal year, we earmarked \$20,000 with the extra funds left in the general fund for the repair of the roof and the front porch at the farm.

I would recommend that we approve this project and when we decide to move forward with any project at that location, we can hopefully get the house moved and not have to be torn down if that's the route we go.

Thanks.

RESOLUTION NO. 2023-_____

**A RESOLUTION APPROVING THE QUOTE FOR THE
BARTHELOW ROOF PROJECT**

WHEREAS, two quotes were received for the Barthelow roof project located at 2550 Hwy 1 South.

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

Section 1. That the following quote for the replacement of the Barthelow roof is hereby accepted, the same being the lowest responsible quote received for said work, as follows:

Contractor: Godinez Construction

Amount of Quote: \$7,700.00

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

INVOICE

JOB # _____

DATE 08-21-2021

JOB ADDRESS 9550 T-4-7

CITY Washington STATE TX ZIP 75753

Roofing

Godinez Construction

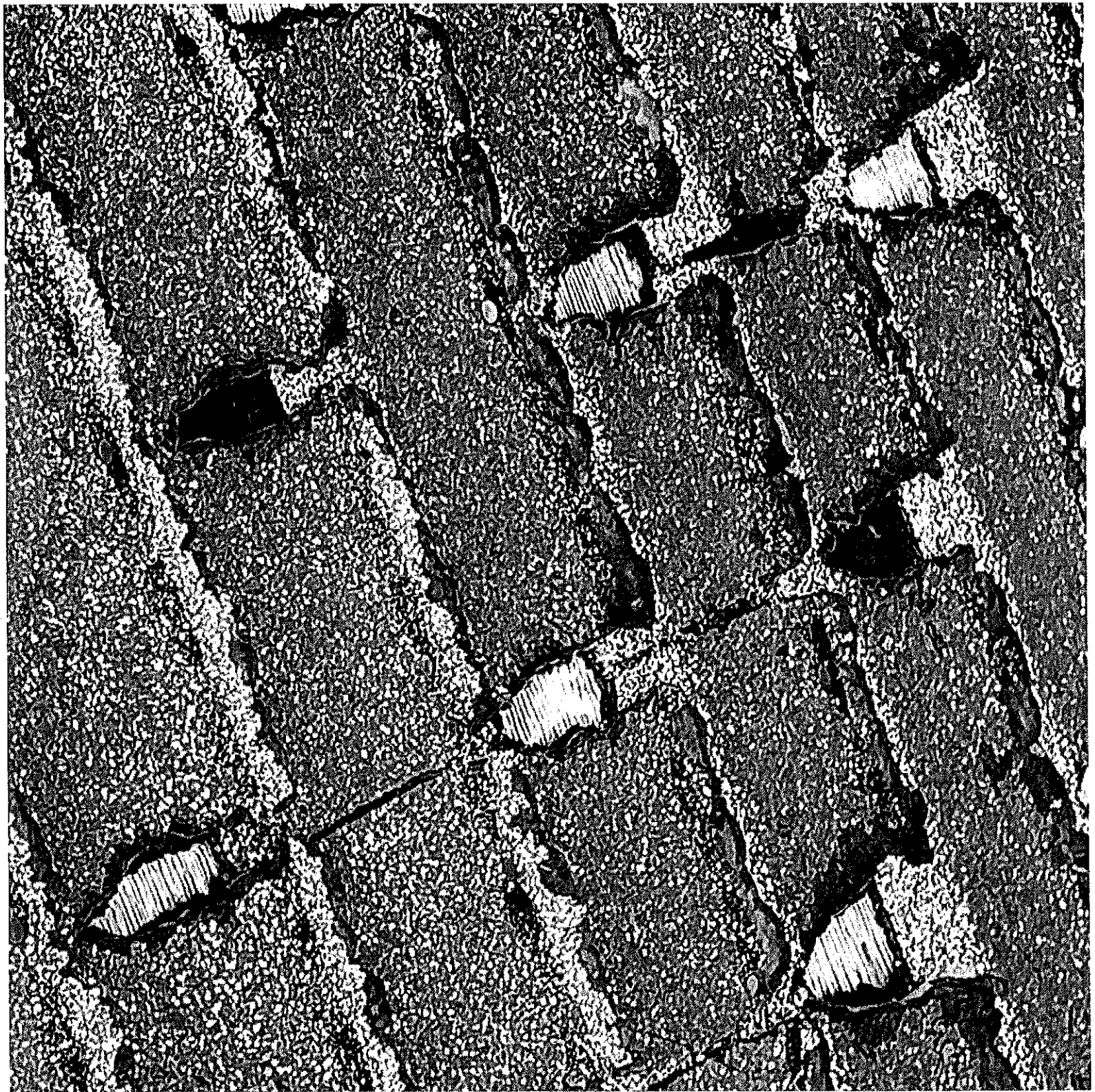
(319) 458-0390

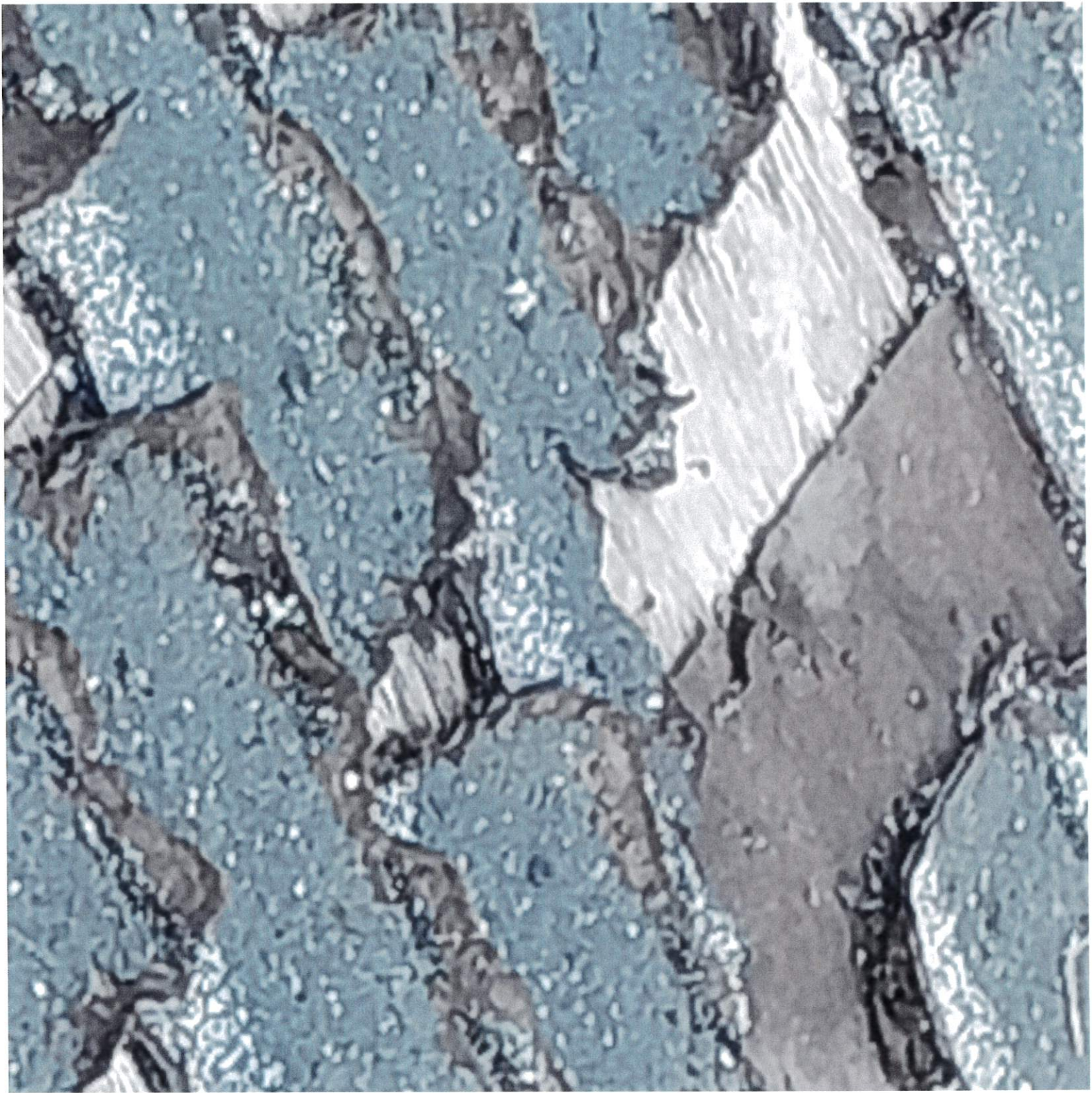
rg12777z@gmail.com

<u>22</u> SQ. <u>Shingle</u>	X \$	<u>\$7,700</u>
X-TRALAYERS.SQ.	X \$	=
WOOD LAYERS.SQ	X \$	=
STEEP. SQ.	X \$	=
2ND STORY. SQ	X \$	=
DECKING.	X \$	=
CHIMNEY FLASHING	X \$	=
FLASHING. FT.	X \$	=
VENTS.	X \$	=
RICH VENT.FT	X \$	=
NO ACCES.	X \$	=
EXTRAS.	X \$	=
EXTRAS.	X \$	=
EXTRAS.	X \$	=

Material and Labor
 we use owners ~~owning~~ shingle
 we take care of All garbage

TOTAL \$ 7,700





RANGEL CONSTRUCTION

Cell Phone: (319) 591-1019

Roof Estimate

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Washington (JJ Bell)	(319) 653-1538	8/15/23
STREET		
2550 Hwy 1 South		
CITY, STATE AND ZIP CODE		JOB PHONE
Washington, IA 52353		319 591-1019

Complete 1 layer tear off 21 Sq. (House & Front porch only)

We will install 21 Sq. on new 30 year architectural shingle shingles

We will install 36 lineal feet of ridge caps

We will install new 30' of continuous ridge ventilation & eliminate 4 Box vent

We will install new synthetic underlayment

We will install starter shingle along entire perimeter

We will install 1 rows of ice and water barrier along bottom perimeter

We will install ice and water barrier along wall flashings

We will install all new drip edge

We will replace 4" pipe flashing boot

We will haul away all garbage and debris

***Extra* If any damaged plywood needs replaced it will be an additional \$85 per sheet that includes labor, material and haul away.**

We offer a 10-year workmanship guarantee

We hereby propose to furnish material & labor-complete in accordance with the above specifications for the sum of:

Nine Thousand Thirty Dollars

(\$9,030.00)

Payment to be made as follows:

50% Up Front and 50% Upon Completion

Client Signature: _____

Received \$ __, __, __ Up Front on __ / __ / __

Contractor Signature: _____

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

September 1, 2023

To: Mayor & City Council
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker
City Administrator

Re: Paving of a Storage Area Extension

W3 Construction has purchased Lot 8 from Furniture Distributors in the Business Park. They will be constructing a building as attached and want to discuss the possibility of getting a 5-year extension to pave the storage area located on the back side of their building. They will pave the parking lot and driveway but would like an extension to pave the storage area. Jeff Duwa and I have discussed and we think an extension would be appropriate since they are paving the parking lot and driveway.

If council approves this a formal agreement will be drafted and signed by all parties.

Thank you for your consideration.

Proposed Building Site Plan Washington, IOWA

Property Notes:

1. ZONE 1-2
2. Lot Size: 47,480 Sq. Ft (1.09 AC)
3. Set Back off Wet Buchanan St. 85'

OWNERS:

W-3 Construction, INC.
1820 W. Main St.
Washington, IA 52353

SITE ADDRESS:

Lot 8 Phase 2
Buchanan ST
Washington, IA 52353

LEGAL DESCRIPTION:

08 Washington Business
Park SD Phase 2

SITE PLAN APPLICANT:

W-3 Construction INC.
c/o Nathan Wiggins
1820 W. Main St.
Washington, IA 52353

SITE PLAN PREPARED BY:

W-3 Construction, INC.
C/O Nathan Wiggins
1820 W. Main St.
Washington, IA 52353

General Notes:

1. 56' x 32' x 10' & 56' x 96' x 18' Post frame Commercial Building
2. Main Level: 7,168 Sq. Ft.
Paved Driveways & Parking Lot: 2,791 Sq. Ft.
Total: 9,959 Sq. Ft.
3. Graveled Lot: 10650 Sq. Ft.
3. Total Green Space 26,871 Sq. Ft.

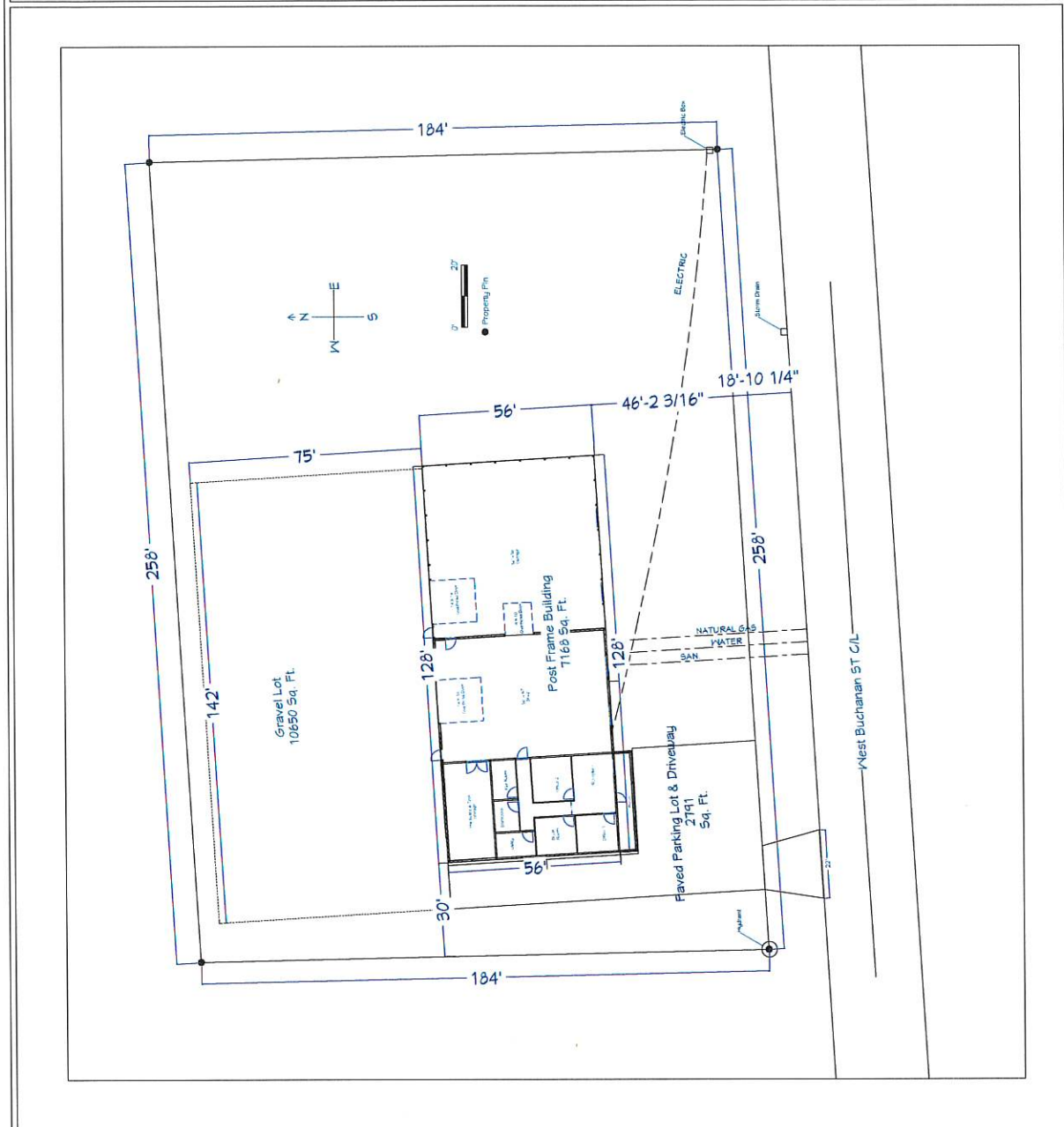
City of Washington, P&Z Chair Person

Date

City of Washington, Mayor

Date

1820 W. Main St. Washington, IA 52353-2831 319-653-6661	REVISION TABLE REVISION DATE REVISION BY DESCRIPTION 001 08/28/23 N.P. Madsen Concept Frame	SHEET TITLE: Purposed Plot Plan	PROJECT DESCRIPTION: W-3 Construction 56' x 32' x 10' Office 56' x 96' x 18' Shop/Storage Commercial Post Frame	PROVIDED BY: W3 Construction 319-653-6661	DATE: 8/28/2023	SCALE:	SHEET: A-1
	All prints Copyright © W-3 Construction INC. 2023	SHEET TITLE: Purposed Plot Plan	PROJECT DESCRIPTION: W-3 Construction 56' x 32' x 10' Office 56' x 96' x 18' Shop/Storage Commercial Post Frame	PROVIDED BY: W3 Construction 319-653-6661	DATE: 8/28/2023	SCALE:	SHEET: A-1



1420 N. Main St.
 Washington, IA
 52384-2871
 319-653-6661

REVISION	DATE	BY	DESCRIPTION
001	06/29/23	N.M. Madsen	Concept Frame

REVISION TABLE
 NUMBER DATE BY DESCRIPTION
 001 06/29/23 N.M. Madsen Concept Frame

PROJECT TITLE
 Proposed Building Layout

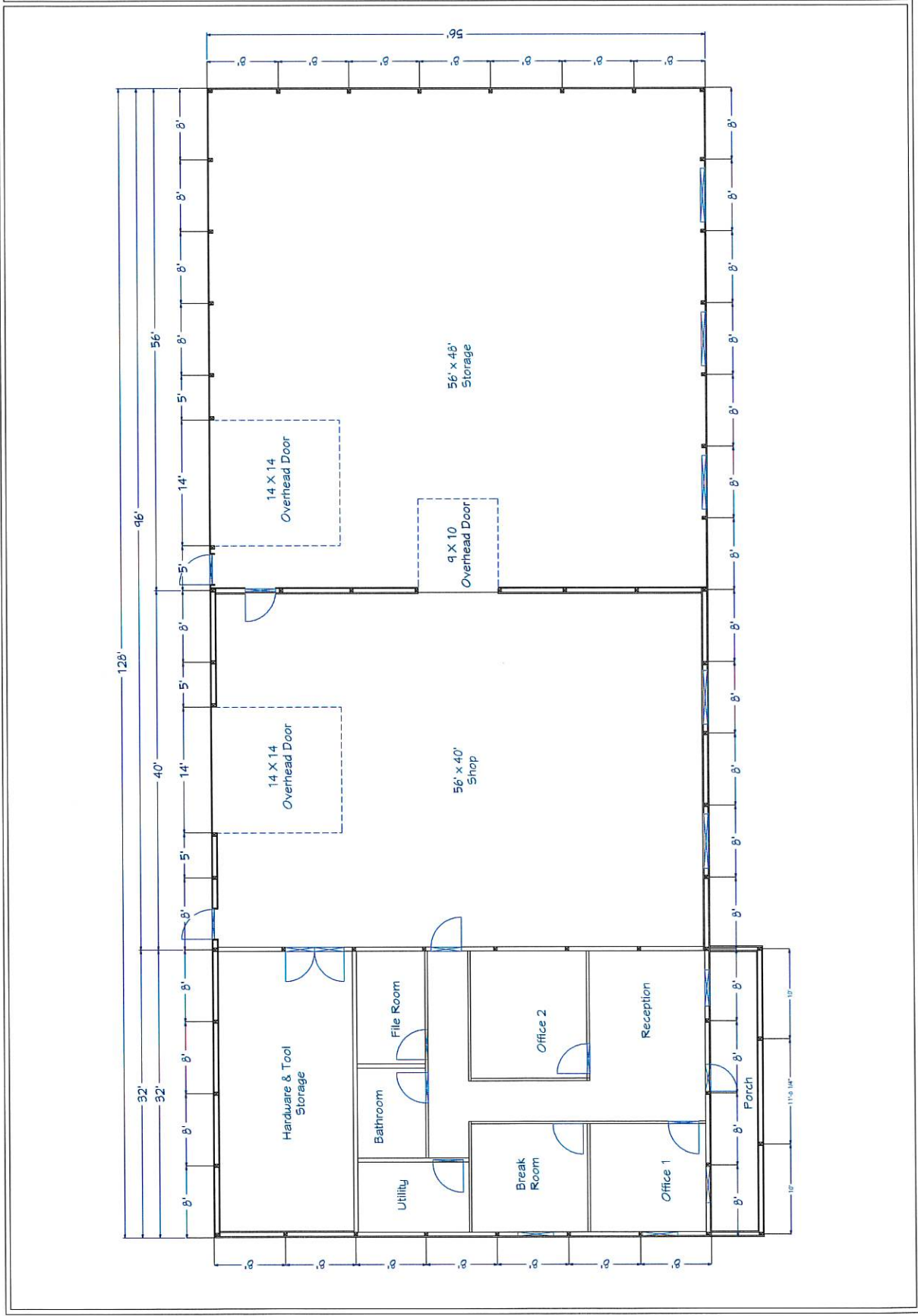
PROJECT DESCRIPTION
 W-3 Construction
 56' x 96' x 18' Shop/Storage
 Commercial Post Frame

PROVIDED BY:
W3 Construction
 319-653-6661

DATE:
 8/28/2023

SCALE:

SHEET:
A-2



SHEET: **A-3**

SHEET:

SCALE:

DATE: 8/28/2023

PROVIDED BY:

PROVIDED BY: **W-3 Construction**
319-653-6661
1400 N. W. 10th Ave. Suite 100
Tampa, FL 33607

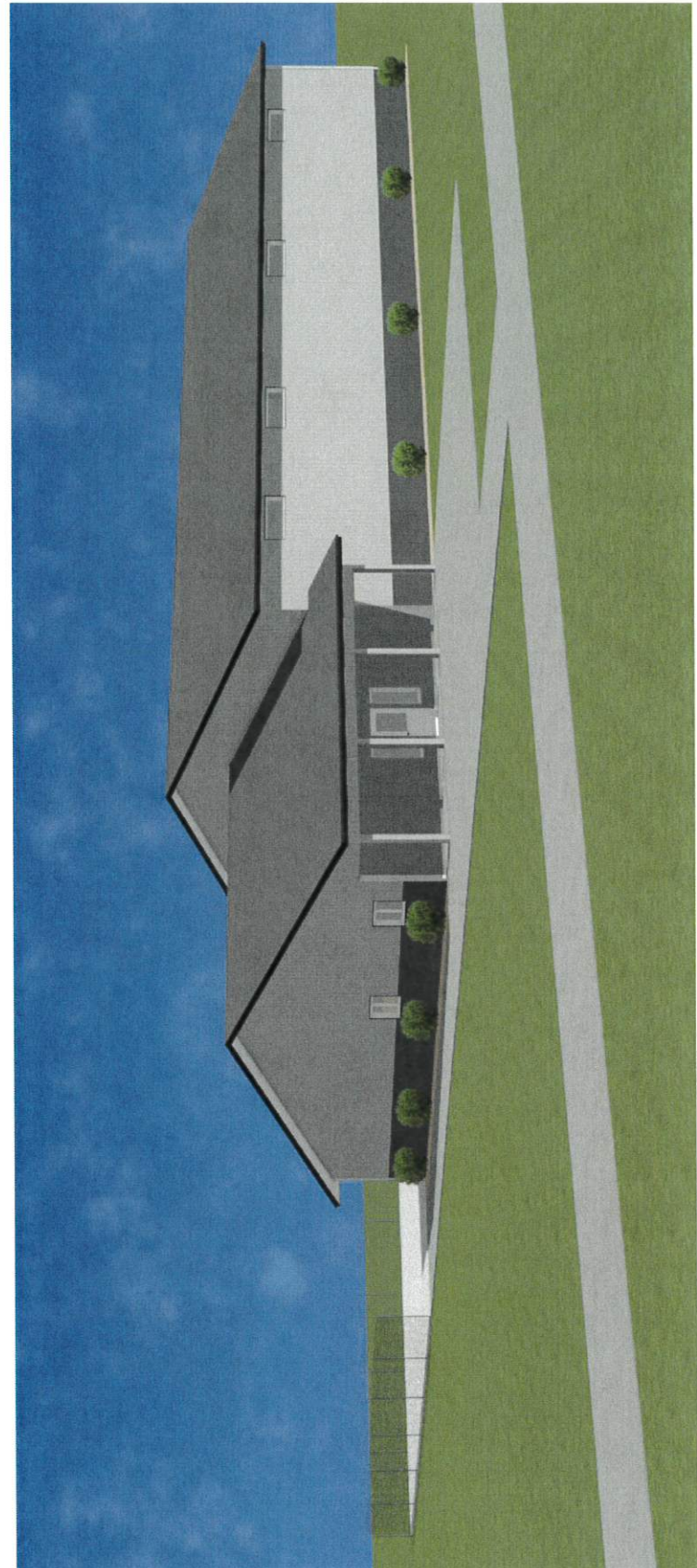
PROJECT DESCRIPTION:
W-3 Construction
56' x 32' x 10' Office
56' x 96' x 18' Shop/Storage
Commercial Post Frame

SHEET TITLE:
3-D Rendering
Purposed Building

REVISION TABLE

NUMBER	DATE	REVISION BY	DESCRIPTION
001	08/28/23	N.M. Miraluis	General Frame

1420 N. Main St
Pasadena, LA
70754
319-653-6661



City of Washington

Elm Grove & Woodlawn Cemetery

Elm Grove & Woodlawn Cemetery would like to request City Council's consideration for purchase and installation of a new East fence (South 1/2) at Woodlawn Cemetery. This purchase will be paid for out of the cemetery gift fund. We have sent out bids for 434 feet of black PVC coated chain link fence to be installed by the fencing company. This will replace the South 1/2 of the East fence. This would also include new fence on the South side heading West for the length of the front yard area of Boothill Ranch. We have not removed any of the old fence yet. This will be done as soon as we have a start date.

The lowest bid received meeting all specifications was from Gullett Fence & Guard Rail Inc. out of Ottumwa, IA. The other bid received was from D & N Fence Co. of Cedar Rapids.

Gullett Fence & Guard Rail Inc:	\$6,734.00
D & N Fence Co Inc.	\$11,271.00

If you have any questions, please feel free to contact me. I will be happy to answer any questions that you may have. Thank you for your consideration.

Zach Wibstad
Cemetery Sexton
Elm Grove & Woodlawn Cemetery
319-653-3927 Office
319-458-0367 Cell
zwibstad@washingtioniowa.gov



QUOTE

Tuesday, August 29, 2023

D & N Fence Co., Inc.

"Craftsmanship at its finest"

4000 Blairs Ferry Rd. NE
Cedar Rapids, IA 52411
Phone: (319)-393-0468
Fax: (319)-393-0667
Email: office@dnfence.com

TO: Woodlawn Cemetery
Attn: Zach Wibstad
PH: 319-458-0367
Email: zwibstad@washingtioniowa.gov

Supply and install 434' of 4' high black vinyl chain link fence (residential fabric & top Rail) with bottom tension wire \$11,271.00 - All posts drove inground.

NOTE!!! Customer gets own permit, clears and stakes fence line and locates all private Underground utilities.

Our prices are guaranteed for 10 days.

Accounts Payable Name & Address _____

Accounts Payable Email _____

Sign _____ Date _____

Quotation prepared by: Bruce Earhart

THANK YOU FOR YOUR BUSINESS!

Gullett Fence & Guard Rail Inc.
 PO Box 914
 Ottumwa, Iowa 52501
 641-682-4971

Estimate

Date	Estimate No.
8/24/2023	1925

Name/Address

City of Washington
 C/O Nicholas Duvall
 501 W Adams St
 Washington, IA 52353

P.O. No.	Project

Description	Qty	Rate	Total
Cemetery			
Installation of approx 434' of 4' black residential chain link 1 3/8" top rail 1 5/8" SS20 line posts 2 1/2" SS20 terminal posts bottom tension wire Posts driven in		6,734.00	6,734.00
** Due to current market volatility prices are subject to change after 5 business days. Sales Tax		7.00%	0.00
Total			\$6,734.00

All surveying to be done by others. The customer assumes responsibility for the location of property pins and staking for fence to go. All material is guaranteed to be as specified. Any alterations from the specifications will be executed only upon agreement between Gullett and the owner for an additional cost. Any dirt removal from premises will result in additional charge. 50% down and the remainder due upon completion.

**Due to market volatility prices are subject to change after 5 business days. Upon acceptance, to ensure quoted pricing, please call and/or sign and return at your earliest

Signature _____

*Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney*



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

August 24, 2023

Dear City Council and Staff,

It has been a privilege to serve as the City Clerk of Washington for the last 3 years. Thank you for this opportunity. I have been offered another position. Please accept this as my notice with my last day in the office being September 14th.

I have enjoyed my time serving the City of Washington and working with you. I look forward to volunteering in some capacity in the future.

Take care,

Sally Y. Hart
Sally Y. Hart
City Clerk

ORDINANCE NO. 2023- _____

AN ORDINANCE CREATING CHAPTER 158, ESTABLISHING A DOWNTOWN VACANT BUILDING REGISTRATION PROCESS, CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA

WHEREAS, the City of Washington, Iowa, finds that there are now and may be in the future, vacant buildings within the Washington downtown district, as defined as the Main Street District, as shown on the included map, which are dilapidated, unsafe, unhygienic, and/or inadequately maintained, so as to create or contribute to blight and jeopardize the health, safety, prosperity, and general welfare, thereby creating a public and/or private nuisance; and,

WHEREAS, the City seeks to facilitate the identification, registration and onsite evaluation, and to assure proper maintenance of, vacant buildings for the purpose of preserving and promoting public health, safety, prosperity, and general welfare, and to abate and prevent public and private nuisances and potential fire hazards; and,

WHEREAS, the City desires to provide information to property owners to assist with buildings that do not meet the requirements set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA, as follows:

SECTION ONE. Chapter 158 of the Code of Ordinances of the City of Washington, Iowa, is hereby created and shall be titled "Downtown Vacant Building Registration Process", which shall read as follows:

Chapter 158: Downtown Vacant Building Registration Process

158.01 PURPOSE. The City seeks to facilitate the identification, registration and onsite evaluation, thereof, and to assure the property maintenance of vacant building, in the Washington Historic Downtown District for purposes of preserving, and promoting public health, safety, prosperity and general welfare and to abate and prevent public and private nuisances and potential fire hazards.

158.02 VACANT BUILDING DEFINED. A building shall be deemed to be vacant if it is unoccupied and/or no person currently resides in the building or operates a lawful business open regularly for business for a period of one (1) year (with the exception of holidays and seasonal businesses). A vacant building shall include partially vacant buildings including any floor that is at least 50% vacant above basement level. Storage of products or materials unrelated to a business does not constitute occupancy.

Vacant buildings do not include any buildings being constructed pursuant to a valid building permit issued by the City of Washington that is progressing in accordance with timelines authorized under the issuance of the permit.

158.03 VACANT BUILDING MAINTENANCE STANDARDS. All buildings or structures subject to the application shall adequately protect the building from intrusion of trespassers and pests and from deterioration by the weather. The buildings must also comply with the following Vacant Building Maintenance standards:

- a. Utilities. Gas, Electric and Water service must be in good operational order, but are not required to be in service.
- b. Building Openings. Doors, windows, and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall be repaired/replaced with glass. Buildings may be boarded to prevent unauthorized entry and shall be painted to correspond to the color of the existing structure until permanent repair or replacement occurs.
- c. Waste Removal. All waste, debris, rubbish, garbage and other flammable and hazardous materials shall be removed from the interior of the building or structure and surrounding premises.
- d. Roofs. The roof and flashings shall be sound and tight, not allow moisture, or have defects which might admit moisture, rain, or roof draining, and shall allow for sufficient drainage to prevent dampness or deterioration in the interior of the building.
- e. Drainage. The building storm drainage system shall be functional and installed in an approved manner and allow discharge in an approved manner.
- f. Building Foundation. The building's foundation wall shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to public health, safety and welfare, and shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks.
- g. Exterior Walls. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood or other surfaces shall be protected from the elements and against decay or rust.
- h. Decorative Features. The cornices, belt courses, corbels, wall facings and similar decorative features shall be safe, anchored and in good condition.
- i. Overhanging Extensions. All balconies, canopies, marquees, signs and awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound.
- j. Walkways. Public walkways shall be in good repair, shall be safe for pedestrian travel.
- k. Exterior Premises. The surrounding premises shall be clean, safe, sanitary, free from waste, rubbish, garbage, and any flammable and hazardous materials and shall not be used for exterior storage.

158.04 REQUIREMENT TO REGISTER VACANT BUILDINGS.

No person or business shall own or maintain a vacant building without registering the property with the City of Washington.

158.05 REGISTRATION.

The owner shall register a vacant building with the City of Washington not later than thirty (30) calendar days after any building in the city becomes vacant as defined in this chapter. Failure to register a vacant building or provide false information to the city shall be a violation of this chapter.

The registration shall include, but is not limited to the following information:

- a. A description of the premises, including address;
- b. The names, addresses, email addresses and current phone numbers of the owner or owners;
- c. The names and addresses of all known lien holders and all other parties with an ownership interest in the building;
- d. The name of the agent designated to act on the behalf of an out-of-town property owner to accept legal processes and notices, and to authorize repairs as required;
- e. The period of time the building is expected to remain vacant and/or a plan or timetable to comply with the applicable city codes.

158.06 FEE FOR REGISTRATION.

The owner of a vacant building shall pay an annual fee, which shall be set by resolution of the city council, upon registering the building with the City.

158.06.01 The annual fee is due upon registration of the vacant building. If the building is registered at any point during the calendar year, the renewal shall be due on January 1st of the next year. The annual fee shall not be pro-rated or discounted for such a registration and enforcement for failure to register or renew the building shall begin March 1st of the new year.

158.06.02 Penalties for failure to apply or renew a vacant building shall include a penalty that shall be set by resolution of the city council for each day the building remains unregistered and a municipal infraction may be added.

158.07 TERMS OF REGISTRATION.

Registration term. Every registration shall expire on December 31 of the year in which it was issued and shall become delinquent on March 1 of the year due. All registrations and renewals must be accompanied by a new application form. Any changes in information on the registration form must be provided to City Hall within ten (10) business days of the change of information.

158.08 ONSITE EVALUATION.

The owner shall allow an onsite evaluation of the building by the Building department upon request and shall allow for an onsite evaluation of the interior and exterior of the premises for the purpose of enforcing and assuring compliance with the provisions of this chapter and the housing, building and fire codes.

158.09 PENALTY FOR FAILURE TO REGISTER AND OR RENEW REGISTRATION

Application for renewal of vacant building registration shall be due on January 1. Application or payment made prior to March 1st will not incur a penalty.

158.09.01 Penalties for municipal infractions for this chapter shall follow Chapter 4 Municipal Infractions, Section 03 Penalties.

158.10 RELATIONSHIP OF REGISTRATION TO OTHER CODES

The issuance of any registration for a vacant building shall not in any way signify or imply that the building conforms with the Iowa State Building Code or the housing, building, zoning, fire or other codes and ordinances adopted by the City of Washington. The issuance of a registration shall not relieve the owner or operator of the responsibility for compliance with said applicable housing, building, zoning, fire or other applicable codes and ordinances.

Section 3 Repealer. All other sections of this Ordinance in conflict with these provisions shall be repealed.

Section 4 Severability. If any section, provisions, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5 Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

**City of Washington Annual Downtown
Vacant Building Registration**

Registration is due January 1, 2024. Failure to register may result in a municipal infraction. If the property has been sold or in a contract to sell the property, please send an amended form so we can have current information. Registration fee will be set by City Council.

Property Owner's Information:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: () _____ Email: _____

Date of Registration: _____

Property Information:

Address: _____

Lien Holder Name: _____

Lien Holder Address: _____ City: _____ State: _____ Zip: _____

Name of Designee for the Building: _____ N/A _____

Phone Number of Designee: () _____ N/A _____

Time Building Will Be Vacant: _____

Insurance on the Building: Yes _____ No _____

Insurance Agent Name: _____ Phone: () _____

Return this form with fee to:

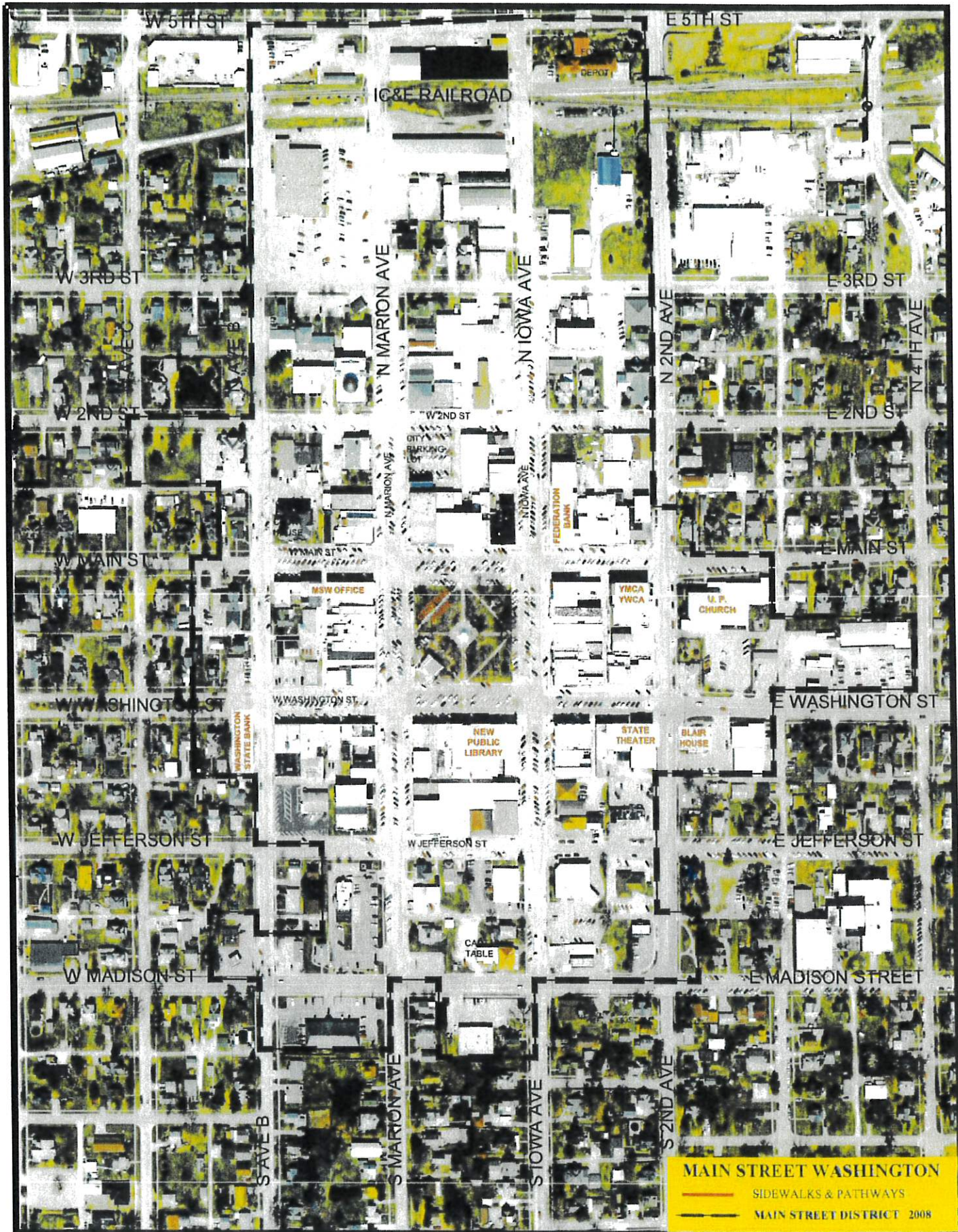
City of Washington
Vacant Building Registration
215 E. Washington St.
Washington, IA 52353

Questions may be directed to:

Deanna McCusker 319-653-6583 ext. 194
or dmccusker@washingtioniowa.gov

Office use only:

Fee paid: _____ Date paid: _____ Credit Card Cash Check # _____



MAIN STREET WASHINGTON
— SIDEWALKS & PATHWAYS
— MAIN STREET DISTRICT 2008

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

September 1, 2023

To: Mayor & City Council
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker
City Administrator

Re: Downtown Vacant Building Registration Fees

We will be approving the 3rd reading of the Downtown Vacant Building registration ordinance and we need to get the fees set. This has been reviewed and discussed with Kevin, the City Attorney.

I think the fees are appropriate and what was discussed by the group.

I would recommend that these get approved.

Thank you for your consideration.

RESOLUTION NO. 2023-_____

**A RESOLUTION SETTING FEES RELATED TO THE DOWNTOWN VACANT
BUILDING REGISTRATION PROCESS**

WHEREAS, the third reading of the Downtown Vacant Building ordinance will be approved at the September 5, 2023 meeting so it is necessary to set the associated fees.

WHEREAS, the following fees are established:

Annual Registration Fee (includes an annual inspection) \$25.00

Penalty for failure to apply or renew a registration form by February 28th may be \$25.00 administrative penalty and a municipal infraction of \$250.00

PASSED AND APPROVED this 5th day of September, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

PETITION FOR VOLUNTARY SEVERANCE WITH THE CITY OF WASHINGTON, IOWA

COMES NOW the undersigned owners of the below described real estate to hereby make application to the City of Washington, Iowa, for severance of land to the existing city limits of the City of Washington. Attached as Exhibit A hereto is a plat of the area, with the proposed severance parcel boldly outlined. Attached as Exhibit B hereto is a letter from Washington County Assessor's office supporting the severance of such property.

Signed this 12 day of June, 2023.

As to Exhibit A: This is part of the SE ¼ of Section 19-7B-7, Washington County, Iowa described in detail on Exhibit A.

Sara K. Murphy

Sara K Murphy
1408 South Ave E
Washington, Iowa 52358
(319) 653-2659

Keith S. Murphy

Keith S Murphy
1408 South Ave E
Washington, Iowa 52358
(319) 653-2659

Washington County Assessor's Office

210 West Main St
7738
Washington, IA 52389
7783

Christy Tinnes, ICA, RES Assessor
Email: assessor@co.washington.ia.us

Phone: (319) 653-
Fax: (319) 653-

May 31, 2023

City of Washington Planning and Zoning Commission
219 E Washington St
Washington IA 52389

RE: County parcel number 11-19-426-024; Lots 2A, 3A, 4A, 5A & 6A in Murphy's Addition

This letter is in support of changing Keith Murphy's 2.61 acre parcel, currently located within the city limits of Washington, to a Washington Township parcel.

The Washington County Board of Review received a petition on this parcel requesting tax relief for what is mostly considered a creek bank. While the Board of Review and Washington County Assessor's Office has very few options for adjusting ag land parcels, we could see upon review that this parcel has very limited use.

Mr. Murphy's homestead sits on parcel 11-19-400-010, located to the south of the subject parcel. The homestead parcel contains 81.31 acres, which is agriculturally classified for county tax purposes. While city zoning and county classifications can fall in to different categories and can be unrelated, in this instance it would be most beneficial for the land owner to have the city parcel moved out of city limits.

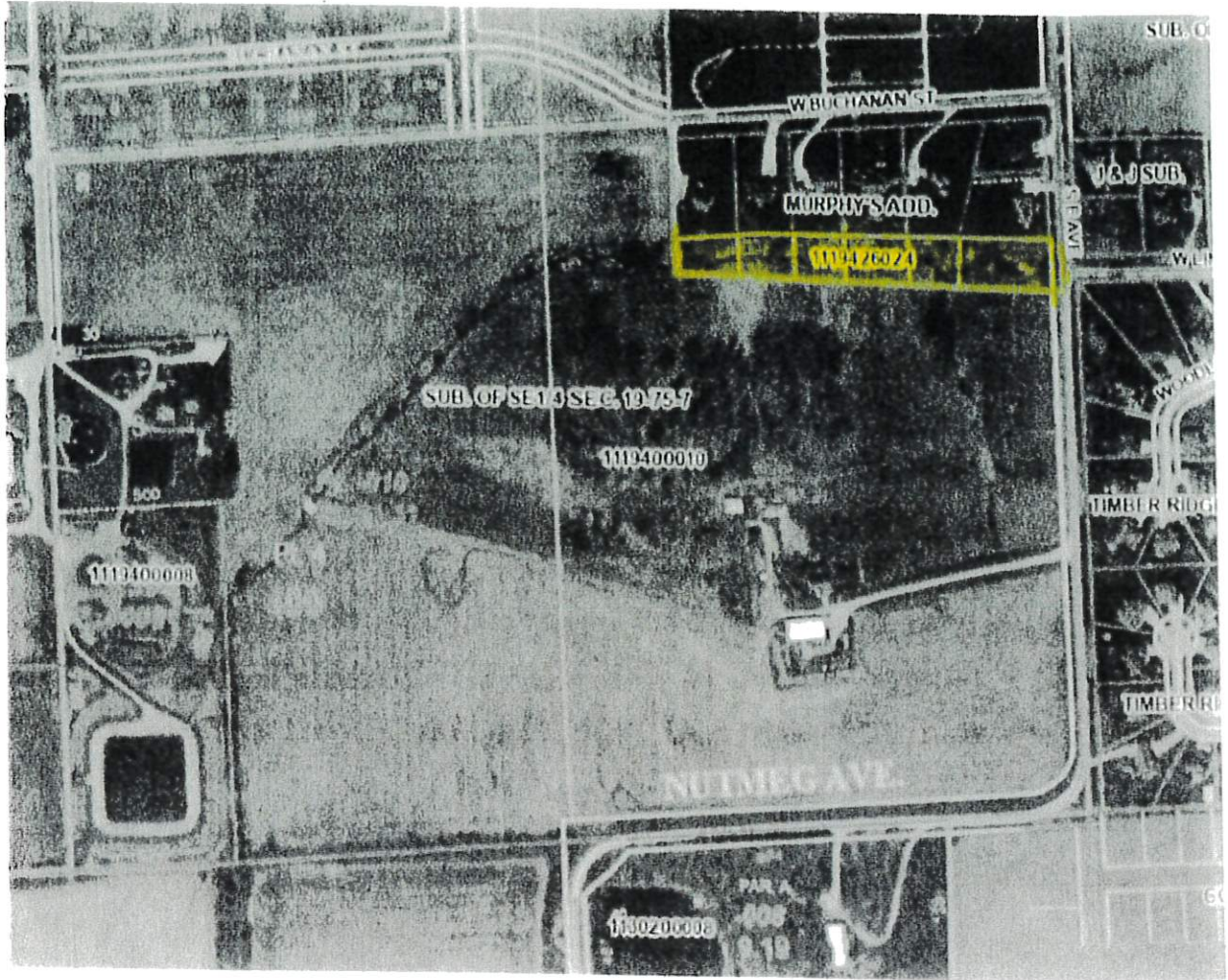
Changing the status from city to township would allow our office to join the subject parcel with the homestead parcel, creating one parcel number and one county tax bill.

Attached are some aerials of these parcels, as well as the ag land detailed property record cards from the Assessor's Office. I hope this information is helpful, please don't hesitate to reach out if you have questions or need additional information.

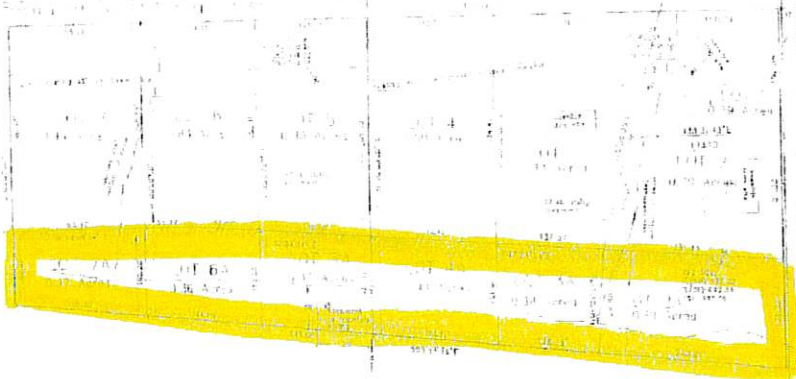
Thank you,

Christy Tinnes, ICA, RES
Washington County Assessor

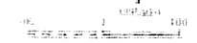
Copy to: Keith Murphy



MURPHY'S ADDITION



Be it remembered that on this day of the month of 1900, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared the following persons, to-wit: [names], who being duly sworn, depose and say that the foregoing is a true and correct copy of the original plat of the above described addition, as the same appears from the records of the County Clerk of the County of [name], State of Iowa, and that they are the owners of the lots therein shown, and that they have no objection to the same being recorded as such.



FINAL PLAT
SECOND REVISION

Recorded in Book 10, Page 100
of the Records of the County of [name], State of Iowa, this 10th day of [month], 1900.
Notary Public in and for the State of Iowa.
[Signature]

RESOLUTION NO. 2023-_____

RESOLUTION ACCEPTING AND APPROVING THE VOLUNTARY SEVERNACE OF REAL PROPERTY FROM THE CITY OF WASHINGTON, IOWA.

WHEREAS, Keith and Sara Murphy (the "Owners") of property located in the City of Washington as shown on Exhibit "A" attached hereto (the "Property") have made application to sever the Property into the City; and

WHEREAS, the Owners submitted applications for voluntary severance for the Properties in compliance with Section 368.8 of the Code of Iowa - 2023 (as amended); and

WHEREAS, the public hearing for said severance has been held on July 18, 2023 in a regular session of the City Council, and it is necessary for the City Council to approve said severance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, Iowa, that the formal applications for voluntary severance submitted to the City for the above-requested severance of the Property be and the same is hereby accepted and approved to be severed from the City of Washington and return to unincorporated Washington County.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to file this resolution with the Iowa Secretary of State; Washington County Board of Supervisors and Iowa Department of Transportation as required by law.

Passed and approved this __ day of __, 2023.

Millie Youngquist, Mayor Pro tem

ATTEST:

Sally Y. Hart, City Clerk