

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314
Date/Time:	September 16, 2019 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	September 13, 2019

Mayor:	Jamie Hampton	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Tom Wieseler	City Attorney:	Robert Hatala
Councilperson:	Stephanie West	Assis. Admin/City Clerk:	Sue Ripke
Councilperson:	Scott Rose	Deputy City Clerk:	Marsha Dewell
Councilperson:	Deb Herrmann	Chief of Police:	Doug Shannon
Councilperson:	Eric Roudabush		

- A. **Call to Order**
- B. **Agenda Additions/Agenda Approval**
- C. **Communications:**
 - 1. **Unscheduled**

If you wish to address the City Council on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the City Council on an item **not** on the agenda, please approach the microphone and give your name and address for the public record before discussing your item. Each individual will be granted no more than five (5) minutes.

- D. **Consent Agenda**

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

- 1. **Approval of City Council Minutes – September 3, 2019 Regular Council Meeting**

- E. **Public Hearing**

- 1. **Public Hearing on the Proposed Amendment No. 6 to the Mount Vernon Urban Renewal Plan**
 - i. **Close public hearing – Proceed to G-1**
 - 2. **Public Hearing on the Plans and Specifications, Proposed Form of Contract and Estimate of Cost for Construction of the 8th Ave NW Quiet Zone, City of Mount Vernon, Iowa**
 - i. **Close public hearing – Proceed to G-2**
 - 3. **Public Hearing to Amend to the Comprehensive Plan and Official Zoning Map to Rezone Certain Property from AG Agricultural District to LI Limited Industrial District with a Public Use Overlay**
 - i. **Close public hearing – Proceed to F-1**

- F. **Ordinance Approval/Amendment**

- 1. **Ordinance #9-16-2019A: Amending the Comprehensive Plan and Official Zoning Map to Rezone Certain Property from AG Agricultural District to LI Limited Industrial District with a Public Use Overlay**
 - i. **Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)**

2. Ordinance #8-19-2019A: Amending Article 910, Parking for Personal and Recreational Vehicles of the Zoning Regulations of the Municipal Code of Mt. Vernon, Iowa
 - i. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the final reading after a vote of the second reading)
3. Ordinance #9-3-2019A: Creating a Public Use Overlay District for Property Locally Described as 855 Palisades Rd. SW
 - i. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the final reading after a vote of the second reading)

G. Resolutions for Approval

1. Resolution #9-16-2019A: Determining an Area of the City to be an Economic Development and Blighted Area, and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination Thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the City: Designating Such Area as Appropriate for Urban Renewal Projects: and Adopting the Amendment No. 6 to the Mount Vernon Urban Renewal Plan
2. Resolution #9-16-2019B: Adopting Plans and Specifications, Proposed Form of Contract and Estimate of Cost of Construction of the 8th Ave NW Quiet Zone, City of Mount Vernon, Iowa
3. Resolution #9-16-2019C: Making Award of the Construction Bid for Infrastructure Improvements for the 8th Ave NW Quiet Zone Project
4. Resolution #9-16-2019D: Approving the Contracts and Mobilization and Construction of the Security Package for the Lester Buresh Family Community Wellness Center – Council Action as Needed
5. Resolution #9-16-2019E: Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
6. Resolution #9-16-2019F: Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Note: Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Change Order #5 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed
3. Discussion and Consideration of Change Order #6 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed
4. Discussion and Consideration of Change Order #7 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed
5. Discussion and Consideration of Change Order #8 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed

6. Discussion and Consideration of Change Order #9 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed
7. Discussion and Consideration of Change Order #10 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed
8. Discussion and Consideration of Change Order #11 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed
9. Discussion and Consideration of Change Order #12 - 2019 Mt Vernon WWTP Improvements – Council Action as Needed
10. Discussion and Consideration of Amendment #4 to OPN Contract – Lester Buresh Family Community Wellness Center - Council Action as Needed
11. Discussion and Consideration of Change Order #23 – Lester Buresh Family Community Wellness Center – Council Action as Needed
12. Discussion and Consideration of Change Order #25 – Lester Buresh Family Community Wellness Center – Council Action as Needed
13. Discussion and Consideration of Exterior Signage Quote – Lester Buresh Family Community Wellness Center – Council Action as Needed
14. Discussion and Consideration of Pay Application #5 – 5th Ave and 1st St Traffic Signal Project – Council Action as Needed
15. Discussion and Consideration of Building and Maintenance Operator III Job Description – Council Action as Needed
16. Discussion and Consideration of Setting a Public Hearing Date for Budget Amendment #1 for FY 20 – Council Action as Needed
17. Discussion and Consideration of Setting a Public Hearing Date for the Final Plat of Wolrab Pleasant View Addition - Council Action as Needed
18. Discussion and Consideration of I-Wall Purchase – Council Action as Needed
19. Discussion and Consideration of Palisades Rd Corrective Sealcoat Overlay – Council Action as Needed
20. Discussion and Consideration of Sewer Repair Work West of 401 B Ave NE – Council Action as Needed
21. Discussion and Consideration of the Elliot Park Extension Seeding – Council Action as Needed
22. Discussion and Consideration of Purchasing a Broom Attachment for the Kubota – Council Action as Needed

K. Reports to be Received/Filed

1. Mt. Vernon Police Report
2. Mt. Vernon Public Works Report
3. Mt. Vernon Public Works Report

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Administrator's Report

N. Closed Session - Pursuant to Chapter 21.5 (1) J, the City Council may enter into closed session, "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property."

1. Exit Closed Session – Council Action as Needed

O. Adjournment

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 895-8742 to arrange for accommodations.

D. Consent Agenda

The Mount Vernon City Council met September 3, 2019 at the Mount Vernon City Council Chambers with the following members present: Roudabush, West, Wieseler, Herrmann and Rose.

Prior to the start of the regular City Council meeting, the City Council will meet at 380 Lincoln Hwy NW. The purpose of this meeting will be to walk through the new Police Department building. The tour will begin at 5:00 p.m.

Call to Order. At 6:30 p.m. Mayor Jamie Hampton called the meeting to order.

Agenda Additions/Agenda Approval. Motion to approve the Agenda made by Rose seconded by Herrmann. Motion carries.

Consent Agenda Motion to approve the Consent Agenda made by Wieseler, seconded by West. Motion carries.

Approval of City Council Minutes – August 19, 2019 Regular Council Meeting

Approval of Liquor License – CDG – Chili Cook-Off

Public Hearing

Public Hearing on the Ordinance Amending Article 910, Parking for Personal and Recreational Vehicles of the Zoning Regulations of the Municipal Code of Mt. Vernon, Iowa (tabled August 19, 2019). Motion to take off the table made by Rose, seconded by Wieseler. Motion carries. Mayor Hampton declared the Public Hearing open.

Close public hearing – Proceed to F-2. Dick Rose presented Council with a written statement and asked that Council take into consideration all the neighbors or neighborhoods in which these vehicles are stored and how the appearance of them affects the quality of the neighborhood. Kayla Billingsley asked Council to be mindful of the hardship it could place on families if they have to pay a storage fee for their recreational vehicle. Jay Delancey asked if this ordinance is just for campers or did it include other things. City Administrator Chris Nosbisch explained that this ordinance is for recreational vehicles only and said the old ordinance had conflicting language. This ordinance removes the conflict and clarifies the language. Hearing no more comments from the public Mayor Hampton closed the Public Hearing.

Public Hearing on the Ordinance Creating a Public Use Overlay District for Property Locally Described as 855 Palisades Rd. SW. Mayor Hampton declared the Public Hearing open.

Close public hearing – Proceed to F-3. Hearing no comments from the public Mayor Hampton closed the Public Hearing.

Ordinance Approval/Amendment

Ordinance #8-5-2019A: Amending the White Pines Planned Unit Overlay District Identified in Ordinance #1-27-2019C. Motion to approve the third and final reading of Ordinance #8-5-2019A made by Wieseler, seconded by West. Roll call vote. Motion carries.

Motion to approve the third and final reading.

Ordinance #8-19-2019A: Amending Article 910, Parking for Personal and Recreational Vehicles of the Zoning Regulations of the Municipal Code of Mt. Vernon, Iowa (tabled August 19, 2019). Motion to take off the table made by Rose, seconded by Wieseler. Motion carries.

Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading). Motion to approve the first reading of Ordinance #8-19-2019A made by Wieseler, seconded by Rose. Roll call vote. Motion carries.

Ordinance #9-3-2019A: Creating a Public Use Overlay District for Property Locally Described as 855 Palisades Rd. SW.

Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading). Motion to approve the first reading of Ordinance #9-3-2019A made by Rose, seconded by Wieseler. Roll call vote. Motion carries.

Resolutions for Approval

Resolution #9-3-2019A: Approving No Parking Zone Designations Within the City of Mt. Vernon, Iowa. The City has received complaints regarding parking within the 100 block of 7th Street NW. Chief Shannon sent a letter to the area residents explaining that parking may be modified or eliminated on that block and asked for their suggestions. Staff is recommending no parking adjacent to the south alley entrance, on the north side of the street and the first 45 feet from the intersection on the south side of the street. The residents contacted agree with Chief Shannon's recommendation. Motion to approve Resolution #9-3-2019A made by West, seconded by Herrmann. Roll call vote. Motion carries.

Nosbisch explained that at this time the discussion and consideration of receiving bids for the Sale of \$2,260,000 GO Refunding Capital Loan Notes, Series 2019 needs to be approved before approving Resolution #9-3-2019B. Herrmann moved approval of receiving the bid from Northland Securities for the sale of \$2,260,000 in GO refunding capital notes, seconded by West. Motion carries

Resolution #9-3-2019B: Directing the Sale of \$2,250,000.00 General Obligation Refunding Capital Loan Notes, Series 2019. Nosbisch said Maggie Burger, representing Speer Financial was present to answer Council questions. Burger said the revised interest rate is 1.6079%. Herrmann motioned approval of Resolution #9-3-2019B directing the sale of \$2,250,000.00 in General Obligation Refunding Capital Loan Notes, Series 2019, seconded by Rose. Roll call vote. Motion carries.

Resolution #9-3-2019C: Authorizing the Redemption of Outstanding General Obligation Taxable Capital Loan Notes, Series 2009B (Build America Bonds – Direct Pay), Dated September 22, 2009. Nosbisch said this resolution "calls" the current Build America Bond debt allowing the City to pay off the original creditor with the debt that was secured in the previous resolution. Motion to approve resolution #9-3-2019C made by Wieseler, seconded by Herrmann. Roll call vote. Motion carries.

Resolution #9-3-2019D: Approving the Department of Transportation Street Finance Report for FY 2019. As required by the State, the City's annual Street Finance Report is complete and ready for transmission. The City received \$582,110.88 in FY19 which is slightly more than last fiscal year. Motion to approve Resolution #9-3-2019D made by West, seconded by Herrmann. Roll call vote. Motion carries.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion to approve the Claims List made by Wieseler, seconded by Rose. Motion carries.

PAYROLL	CLAIMS	84,206.85
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	24,350.08
MARTIN EQUIPMENT	DOZER GPS RENTAL-RUT	8,500.00
US BANK	CREDIT CARD PURCHASES	6,304.30
BRAUN INTERTEC CORP	CONSTRUCTION & MATERIALS TEST	6,147.00
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	4,112.00
ROTO-ROOTER	CLEAN CLARIFIER PIT-SEW	4,050.00
MUNICIPAL SUPPLY INC	METER-WELLNESS CENTER	3,428.80
BROWN SUPPLY COMPANY	CHLORINATOR-WAT	2,895.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	2,807.00
VANCE ELLISON	CHEMICAL ROOM LABOR-POOL	2,800.00
TRANS IOWA EQUIPMENT INC	VALVE EXERCISER-WAT	2,500.00
VERMEER SALES & SERVICE INC	CHIPPER REPAIRS-SW	2,470.87
GORDON LUMBER COMPANY	BLDG SUPPLIES-POOL,RUT	2,280.42
VEENSTRA & KIMM INC	NATURE PARK TRAIL DESIGN	2,112.00
UNITED STATES POSTAL SERVICE	METER POSTAGE-ALL DEPTS	2,000.00
KERNOUSTIE GOLF CLUB	CART RENTALS-PD	1,920.00
VEENSTRA & KIMM INC	WWTP FACILITY IMPROVEMENT 2018	1,871.76
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNAL	1,773.80
MARION, CITY OF	LINE PAINTING-RUT	1,468.70
PRICE INDUSTRIAL ELECTRIC INC	HWY 30 RAB REWORK	1,096.00
HAWKEYE READY MIX	MAIN BREAK-WAT	998.00
APPARATUS TESTING SERVICES LLC	FIRE PUMP CERT TEST-FD	909.00
SIMMERING CORY IOWA CODIFICATION	CODE UPDATES-P&A	865.00
IOWA PRISON INDUSTRIES	GARBAGE BAGS-SW	803.35
ONE MISSION FUNDRAISING INC	T-SHIRTS-PD	558.96
ELECTRIC PUMP	PUMP #2 REMOVAL-SEW	549.30
PRACTICAL SECURITY SYSTEMS	CONSULTATION FEE-WELLNESS CENTER	540.00
AMERICAN RED CROSS	TRAINING-POOL	484.00
LINCOLNWAY GOLF CARS	CART RENTALS-PD	450.00
CANINE TACTICAL LLC	TRAINING-PD	440.00
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	372.89
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE CONSULTATION	358.10
EVER-GREEN LANDSCAPE NURSERY	WOOD CHIPS-P&REC	325.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	314.00
MEDIACOM	PHONE/INTERNET-PD	280.50
MEDIACOM	PHONE/INTERNET-P&A	280.50
LYNCH FORD	FUEL LEAK IN OIL-RUT	266.25
DIESEL TURBO SERVICES INC	LOOSE FRONT END-RUT	262.50
SHERWIN WILLIAMS CO.	EQUIPMENT-RUT	257.26
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	230.00
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-P&REC	221.50
STAPLES ADVANTAGE	POST ITS,WHITE OUT,PAPER	204.86
VEENSTRA & KIMM INC	BRYANT ROAD IMPROVEMENTS	187.00
LINN COUNTY PUBLIC HEALTH	AIR PERMITS RENEWAL/GENERATORS	180.00
TASC	FSA ADMIN FEE-ALL DEPTS	174.72
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	166.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-PD	159.40
ARAMARK	RUGS-FD	149.59
ARAMARK	RUGS-FD	149.59
CHRIS NOSBISCH	MILEAGE-P&A	143.26

MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	135.00
CEDAR VALLEY HUMANE SOCIETY	STRAY-ANIMAL CONTROL	130.00
P&K MIDWEST INC	PARTS-RUT	129.78
SHERWIN WILLIAMS CO.	SUPPLIES-RUT	126.09
JACOB SEE	UNIFORMS-RUT	125.94
KONA ICE OF CEDAR RAPIDS	MISC-POOL	125.00

NICK NISSEN	FITNESS MEMBERSHIP-RUT	100.00
TASC	COBRA ADMIN FEE-ALL DEPTS	97.50
AFFORDABLE HEATING & COOLING	DIAGNOSTIC FEE-P&A	90.00
WENDLING QUARRIES	CULVERT OUTLET-RUT	81.03
MENARDS	PAVER LOCKING SAND-P&REC	77.88
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	42.77
SHERWIN WILLIAMS CO.	EQUIP REPAIR-RUT	35.99
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-WAT,SEW	32.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	30.67
STAPLES ADVANTAGE	ICE PACKS-POOL	28.99
KURT PISARIK	REIMB SPRAY LICENSE-RUT	20.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-POOL	15.00
TOTAL		181,948.75

GENERAL FUND	21,257.02
ROAD USE TAX FUND	15,080.83
LOST III COMMUNITY CENTER CONSTRUCTION	10,115.80
LOST III TRAILS	2,112.00
2014 STREET IMPROVEMENTS	2,131.90
WWTP UV DISINFECTION	5,983.76
WATER FUND	7,565.67
SEWER FUND	5,315.30
SOLID WASTE	28,009.62
PAYROLL	84,206.85
COMMUNITY CENTER OPERATIONS	170.00
TOTAL	181,948.75

COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX PYMT-ECON DEV	20,153.42
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	8,000.00
LINN CO-OP OIL CO	FUEL-PW	5,766.46
LYNCH FORD	FUEL PUMP/F350-PW	4,503.04
WOODWARD COMMUNITY MEDIA	ADS/PPUBLICATIONS-ALL DEPTS	1,109.95
MEDIACOM	PHONE/INTERNET-P&REC	180.89
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	175.00
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	169.85
GALLS INC	FLASHLIGHT-PD	146.99
IOWA ONE CALL	LOCATES-WAT,SEW	91.80
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-RUT,P&A	91.05
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
COGRAN SYSTEMS	ONLINE REGISTRATION-P&REC	74.00

LISA KNUTSON	DEPOSIT REFUND-WAT	63.84
KELLY NELSON	DEPOSIT REFUND-WAT	63.84
ISABEL LIGHT	DEPOSIT REFUND-WAT	62.94
ANGELA FRANKS	DEPOSIT REFUND-WAT	7.36
TOTAL		40,810.43
GENERAL FUND		23,903.31
ROAD USE TAX FUND		5,653.93
WATER FUND		5,725.61
SEWER FUND		5,527.58
TOTAL		40,810.43
JULY 2019 REVENUE		
FUNCTION 000		83,297.61
GENERAL GOVERNMENT		1,196,712.85
PUBLIC SAFETY		39,190.20
PUBLIC WORKS		241,722.84
CULTURE RECREATION		39,369.16
EOMMUNITY & ECON DEV		875.00
TOTAL		1,601,167.66

Discussion and Consideration of Receiving Bids for the Sale of \$2,260,000 General Obligation Refunding Capital Loan Notes, Series 2019 – Council Action as Needed. See above under Resolutions for Approval.

Discussion and Consideration of Pay Application #9 – Lester Buresh Family Community Wellness Center Project – Council Action as Needed. Pay Application #9 is for the amount of \$517,231.22. Motion to approve Pay Application #9 made by Wieseler, seconded by Herrmann. Motion carries.

Discussion and Consideration of Change Order Request #3 – 2019 Mt Vernon WWTP Improvements - Council Action as Needed. Change Order Request #3 is for \$2,137.16. Contractors found a void underneath the digester that needs to be filled with flowable concrete. Motion to approve Change Order #3 made by Wieseler, seconded by West. Motion carries.

Discussion and Consideration of Pay Application #3 – 2019 Mt Vernon WWTP Improvements - Council Action as Needed. Pay Application #3 is for \$126,454.54. Motion to approve payment of Pay Application #3 made by Rose, seconded by West. Motion carries.

Discussion and Consideration of Rental Rates – Lester Buresh Family Community Wellness Center – Council Action as Needed. The Park and Rec Board has reviewed and approved the rental rates for the new facility. Renters will be able to request a reservation in person, online or over the phone but the reservation is not final until a rental agreement and payment is received. Motion to approve the rental rates for the LBFCWC made by West, seconded by Wieseler. Motion Carries.

Discussion Items (No Action)

Pool Committee. Several individuals have already expressed an interest in serving on the Pool Committee. Additional members would be beneficial. Contact City Hall if interested.

Reports of Mayor/Council/Administrator

Mayor's Report. Cedar Rapids Metro Economic Alliance was interested in what is going on in Mount Vernon. Representatives have been invited to the October 7, 2019 council meeting to learn more of what they do.

Council Reports. The Housing Commission met. Fourteen applications were submitted for the low income assistance grant. CDG is in the process of putting together an application for the Great American Main Streets. Cedar Rapids council members on the Mayor's bike ride were interested to know if MV had any interest in the urban trail. CDG will be hosting Cornell lunch buddies. Joe Jennison will be coordinating.

City Administrator's Report. The next Linn County Solar Power Hour is scheduled for September 10, 2019 at 6:30 p.m. at City Hall Chambers. The quiet zone bids are due the week of September 9th. Staff will be meeting with MVCSD representatives regarding the use of the new wellness center.

As there was no further business to attend to the meeting adjourned the time being 7:45 p.m., September 3, 2019.

Respectfully submitted,
Sue Ripke
City Clerk

E. Public Hearing

AGENDA ITEM # E - 1 & G - 1

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	September 16, 2019
AGENDA ITEM:	Public Hearing – Amendment #6
ACTION:	Motion to Close

SYNOPSIS: This is amendment #6 to the Mt. Vernon urban renewal plan. The focus of this amendment is to allow the City to utilize TIF funds to pay back other budget categories to purchase the new Police Department (among other things). Essentially, the City will be using two existing depreciation accounts and the franchise fee to cover the initial cost of the purchase. We will then pay those funds back over the course of a five year period with TIF allocations.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: None, See Resolution #9-16-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/13/19

AGENDA ITEM # E - 2 & G - 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	September 16, 2019
AGENDA ITEM:	Public Hearing – Quiet Zone Project
ACTION:	Motion to Close

SYNOPSIS: This is the time and place for the public hearing regarding the 8th Ave Quiet Zone project. By approving this resolution, you are approving the plans and specifications, form of contract, and engineer's estimate of just over \$36,000 (with contingencies).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: None, See Resolution #9-16-2019B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/13/19

AGENDA ITEM # E – 3 & F - 1

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: September 16, 2019

AGENDA ITEM: Public Hearing – Rezoning (Public Works Property)

ACTION: Motion to Close

SYNOPSIS: This ordinance will do two things, 1. Rezone the property from AG Agriculture to LI Limited Industrial, and 2. Place a Public Use Overlay on the property. The LI designation is needed for the underlying zoning regulations, impervious coverage, parking lot size, max building coverage, etc. The Public Use overlay designation ensures the neighboring property owners that any deviation from the use as a public works site will require additional zoning changes. This is “not” spot-zoning, although you may hear this term at your meeting. It is difficult to find a legal definition of spot zoning as it is open to interpretation. It would be a safe assumption that if a rail spur had been placed in the vicinity, the surrounding property would all be zoned limited industrial. The City of Mt. Vernon utilizes the AG designation as a transition to other allowed uses. Mainly it is used to allow farming operations to occur inside the city limits until such time that it transitions to another use.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: None, See Ordinance #9-16-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/13/19

F. Ordinance Approval/Amendment

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE #9-16-2019A

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTY FROM AG AGRICULTURAL DISTRICT, TO LI LIMITED INDUSTRIAL DISTRICT WITH A PUBLIC USE OVERLAY

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

SECTION 1. PURPOSE. The purpose of this ordinance is to amend the Comprehensive Plan for the City of Mt. Vernon and change the Official Zoning Map of the City of Mt. Vernon, Iowa, under the provisions of Article 1302, Amendment Procedure of the Mt. Vernon Municipal Code.

SECTION 2. OFFICIAL ZONING MAP AMENDED. By official action of the City Council, the official zoning map of the City of Mt. Vernon, Iowa is amended from AG Agricultural District to LI Limited Industrial District with a Public Use Overlay as defined in Article 507 for the property described as follows:

Legal Description

Legal Description Parcel A:

Part of the Northwest Quarter of Section Nine (9), Township Eighty-two (82) North, Range Five (5) West of the Fifth P.M., in the Town of Mount Vernon, Linn County, Iowa, being more particularly described as:
Commencing at the Southwest Corner of the Northwest Quarter of the Northwest Quarter in said Section Nine; thence N88°36'03"E, 1230.00 feet along the South line of North One-half of said Northwest Quarter; thence N00°58'15W, 50.00 feet along the West line of that part of the Northwest Quarter as described in Warranty Deed as recorded in Book 7389 on Page 482 of the Linn County Records to a point on the North line of the former Cedar Rapids & Iowa City Railway & Light Company Right-of-Way, now Interstate Power and Light Company property, as described in Quit Claim Deed from John W. Carbee, Rebecca K. Carbee, and Sarah E Tallman to Iowa Railway and Light Corporation dated September 12

1928, said point also being the Point of Beginning; thence N00°58'15"W, 397.98 feet continuing along said West line to a point on the Southerly Right-of-Way of the Chicago and Northwestern Railroad; thence S89°04'30"E, 972.04 feet along said Southerly Right-of-Way; thence S00°58'15"E, 358.56 feet to a point on the said North line of the former Cedar Rapids & Iowa City Railway and Light Company Right-of-Way; thence S88°36'03"W, 971.54 feet along said Northerly line to the Point of Beginning. Containing 8.44 Acres (367,493 Square Feet), subject to easements and restrictions of record.

SECTION 3. SUPPLEMENTAL SITE DESIGN STANDARDS. The Planning and Zoning Commission for the City of Mt. Vernon has not recommended any supplemental site design or performance standards.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Mt. Vernon, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. SEVERABILITY CLAUSE. In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Approved and adopted this ____ day of _____, 2019.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance # _____ on the ____ day of _____, 2019.

Sue Ripke, City Clerk

AGENDA ITEM # F - 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: September 16, 2019

AGENDA ITEM: Ordinance #8-19-2019A

ACTION: Motion

SYNOPSIS: I have not had an opportunity to speak with Mrs. Billingsly, but I have reviewed her lot and it is unlikely this ordinance will be much help in their situation. You would likely need to allow the parking of RV's in the front yard year round in order to help their situation. I have not received any further written or verbal communication regarding this ordinance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #8-19-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/13/19

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE #8-19-2019A

AN ORDINANCE AMENDING ARTICLE 910, PARKING FOR PERSONAL AND RECREATIONAL VEHICLES OF THE ZONING REGULATIONS OF THE CITY OF MT. VERNON MUNICIPAL CODE

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

SECTION 1. AMENDMENT. Article 910, Parking for Personal and Recreational Vehicles, is hereby amended to include the following language:

910 PARKING FOR PERSONAL AND RECREATIONAL VEHICLES. This section permits the parking of personal vehicles and recreational vehicles on a single lot in a residential district subject to specific conditions. Commercial vehicles and commercial trailers, including, but not limited to, skid loaders, tractors, plows, tractor cab units, shall not be parked outside on any lot within the SR, NR, TR and HR residential zoning districts.

1. **Personal Vehicles.** Personal vehicles include passenger cars, vans, sport utility vehicles and pickup trucks. Maximum height of any personal vehicle may not exceed eight feet from grade. Location of Parking for Personal Vehicles shall be subject to the following:

A. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.

B. Parking is permitted on an all-weather driveway (defined as either paved, gravel or stone) within the front yard setback, but shall in no case encroach upon the public right-of-way.

C. Parking may occur in the rear yard or side yard setback if on an all-weather parking space which is connected by an all-weather driveway to a dedicated public right-of-way and/or alley, provided the surfaced parking area does not exceed the maximum impervious coverage limit for the lot.

D. Personal vehicles may not be parked on the grass.

2. **Recreational Vehicles.** Recreational vehicles include motor homes, camping trailers (including fifth wheel trailers), fold down campers, boats, and boat trailers (see definitions). Parking and storage of recreational vehicles within residential districts is subject to the following conditions:

A. Recreational vehicles in excess of thirty-two (32) feet in length shall not be parked on any lot within the SR, NR, TR and HR districts. No more than one recreational vehicle on any one lot may exceed twenty-five (25) feet in length.

B. Recreational vehicles must be maintained in a clean, well-kept state. Recreational vehicles must be in operable condition and display a current vehicle, trailer or boat license/permit.

C. Liquefied petroleum gas containers attached to any recreational vehicle must meet the current standards of the Interstate Commerce Commission, the United States Department of Transportation, or the American Society of Mechanical Engineers. Any valves must be closed at all times that the vehicle is not in preparation for immediate use. Leaks in containers must be repaired immediately.

D. Recreational vehicles shall be occupied only by non-paying guests for a maximum of seven (7) consecutive days, but for no more than twenty-one (21) days total during any calendar year. Cooking in the recreational vehicle is prohibited at all times.

E. Recreational vehicles may not be permanently connected to public utilities.

F. Recreational vehicles may not be used for the storage of goods, materials, or equipment other than those items that pertain to the use of the vehicle.

G. Location of parking:

(a) Parking is permitted on an all-weather driveway (defined as either paved, gravel or stone) within the front yard setback, seasonally from May 1 – October 1. In no case shall parking encroach upon the public right of way.

(b) Parking is not permitted within the side yard setback. Parking is also not permitted within the rear side yard setback or the rear setback defined in section 702-2-F pertaining to accessory buildings.

~~(c) Parking is permitted on an all-weather driveway (defined as either paved, gravel or stone) within the front yard setback, but shall in no case encroach upon the public right of way.~~

(c) (d) Recreational vehicles may not be parked on the grass.

H. No more than two recreational vehicles may be stored on a residential lot unless those in excess of two are effectively screened on each side adjoining a street or property situated in a residential district. An effective screen is defined as a wall, fence or densely planted hedge sufficient to shield the vehicle from vision when observed from ground level.

I. The floor area of each recreational vehicle parked on a residential lot will be counted as building coverage for that lot. Parking of recreational vehicles on lots that exceed the maximum building coverage, will only be permitted on a temporary basis as allowed by paragraph D and G above.

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect

the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this _____ day of _____, 201____.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #8-19-2019A on the _____ day of _____, 201____.

Sue Ripke, City Clerk

AGENDA ITEM # F - 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	September 16, 2019
AGENDA ITEM:	Ordinance #9-3-2019A
ACTION:	Motion

SYNOPSIS: I have not received any further written or verbal communication regarding this ordinance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #9-3-2019A

PREPARED BY: Chris Nobsch

DATE PREPARED: 9/13/19

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE #9-3-2019A

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO CREATE A PUBLIC USE OVERLAY DISTRICT FOR THE LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

SECTION 1. PURPOSE. The purpose of this ordinance is to amend the Comprehensive Plan for the City of Mt. Vernon and change the Official Zoning Map of the City of Mt. Vernon, Iowa, under the provisions of Article 1302, Amendment Procedure of the Mt. Vernon Municipal Code to create a P Public Use Overlay district for the Lester Buresh Family Community Wellness Center.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The official zoning map of the City of Mt. Vernon, Iowa is amended to create the Lester Buresh Family Community Wellness Center Overlay as defined in Article 507:

Legally Described as:

Parcel B of Plat of Survey #1392 to the City of Mt. Vernon,
Linn County, State of Iowa

SECTION 3. SUPPLEMENTAL SITE DESIGN STANDARDS. The Planning and Zoning Commission for the City of Mt. Vernon has not recommended any supplemental site design or performance standards.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Mt. Vernon, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any

person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. SEVERABILITY CLAUSE. In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Approved and adopted this ____ day of _____, 2019.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance # _____ on the ____ day of _____, 2019.

Sue Ripke, City Clerk

G. Resolutions for Approval

September 16, 2019

The City Council of the City of Mount Vernon, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at 6:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 6 to the Mount Vernon Urban Renewal Plan, the Mayor first asked for the report of the City Administrator, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the City Administrator, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 6 to the Mount Vernon Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE MOUNT VERNON URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2019, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE MOUNT VERNON URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 9-20-93D, adopted September 20, 1993, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Mount Vernon Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Mount Vernon Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Linn County; and

WHEREAS, this City Council has approved and adopted general amendments to the Plan, most recently Amendment No. 5 adopted in 2017.

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

The boundaries of the Mount Vernon Urban Renewal District as originally adopted include the entire area within the corporate limits except that area described as follows:

Beginning at the intersection of South 5th Avenue and Palisades Road; then east on Palisades Road and 7th Street vacated to 1st Street; then northwest on 1st Street to A Avenue; then southwest on A Avenue to South 2nd Street; then northwest on South 2nd Street to 3rd Avenue; then northeast on 3rd Avenue to North 2nd Street; then southeast on North 2nd Street to A Avenue; then northeast on A Avenue to North 3rd Street; then southeast on North 3rd Street to the vacated Mount Vernon Short Line Right-of-Way; then northeast on the vacated Mount Vernon Short Line Right-of-Way; to North 7th Street East; then northwest on North 7th Street East to North 1st Avenue; then northeast on North 1st Avenue to the Chicago and Northwestern Railroad Right-of-way; then west on the Chicago Northwestern Railroad Right-of-Way to 1st Street; then southeast on 1st Street to 10th Avenue; then south on 10th Avenue to College Boulevard; then southeast on College Boulevard to South 5th Avenue; then south on South 5th Avenue to the point of beginning.

AMENDMENT NO. 1 AREA

Beginning at the intersection of the CNW Railroad right-of-way and 1st Avenue North (Hwy. 1); then southwest along 1st Avenue North (Hwy. 1) to Cass Street; then west on Cass Street to 2nd Avenue North; then southwest on 2nd Avenue North to North 7th Street; then northwest on North 7th Street to Park Avenue; then north on Park Avenue extended to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning;

and

Beginning at the intersection of the CNW Railroad right-of-way and 8th Avenue North; then south on 8th Avenue North to 1st Street West; then northwest on 1st Street West to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning.

The areas include the full right-of-way of all streets forming their boundaries.

AMENDMENT NO. 2 AREA

That portion of the City, consisting primarily of the older residential areas, that was not included in the original Urban Renewal Area or in the area added as a result of Amendment No. 1.

With the adoption of Amendment No. 2, the entire City was included in the Mount Vernon Urban Renewal Area.

AMENDMENT NO. 3 AREA

No land was added or removed by Amendment No. 3.

AMENDMENT NO. 4 AREA

No land was added or removed by Amendment No. 4.

AMENDMENT NO. 5 AREA

LAND REMOVED FROM THE AREA AND PLACED IN THE
STONEBROOK URBAN RENEWAL AREA:

Lot 2, Cornell College Second Addition in the City of Mount Vernon, Linn County, Iowa excepting therefrom the following: Stonebrook First Addition to City of Mount Vernon, Linn County, Iowa, Stonebrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook First Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Parcels A and B, Plat of Survey #1392 as

recorded in Book 6557 Page 508 of the records of the Linn County, Iowa Recorder on December 28, 2006, Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the records of the Linn County, Iowa Recorder on February 18, 2010. Said tract of land contains 60.86 acres and is subject to easements and restrictions of record.

LAND REMOVED FROM THE AREA AND PLACED IN THE SPRING MEADOW URBAN RENEWAL AREA:

NE ¼ NE ¼ of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

SE ¼ NE ¼ Section 10-82-5

Except

Parcel A, Plat of Survey No. 591 as recorded in Book 3908, Page 662

And

The North 9 ½ acres of the NE ¼ SE ¼ of Section 10-82-5

All of the above being in Linn County, Iowa

WHEREAS, a proposed Amendment No. 6 to the Plan ("Amendment No. 6" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 6 adds no new land to the Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6; and

WHEREAS, by resolution adopted on August 19, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Administrator, or his delegate,

filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in The Mount Vernon-Lisbon Sun, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Mount Vernon, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 6 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City may occur, and with respect to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and

spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 6 to the Mount Vernon Urban Renewal Plan of the City of Mount Vernon, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Mount Vernon Urban Renewal Plan for the City of Mount Vernon, State of Iowa"; Amendment No. 6, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 6 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Linn County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 16th day of September, 2019.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned City Clerk of the City of Mount Vernon, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

September 9, 2019

Dear Mr. Nosbisch,

RC RAIL Coalition is a nonprofit community coalition that serves Mount Vernon, Lisbon, Central City, Springville, Center Point, and Alburnett. The coalition's focus is addressing underage drinking, tobacco use, and marijuana use among youth. The coalition recently received a federal grant and will be hiring additional staff. Currently, RC RAIL staff are located in the Mount Vernon District Office and the office is not big enough to accommodate an additional staff person. We are looking to rent new office space until September 30, 2024.

We are interested in the office space that will become available in the new Mount Vernon Police Department. We would like to be considered for office space that may be available.

If you need any additional information, please contact me at ejohnson@mvcasd.org or at (319) 895-8845.

Sincerely,

Ericka Johnson, RC RAIL Program Director



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

**Eric Roudabush
Scott Rose
Tom Wieseler
Stephanie West
Deb Herrmann**

AUGUST 2019
POLICE REPORT

Vehicle Collisions

There were 8 reported collisions in August. The first collision occurred on 1st Ave S at 3rd Street when a vehicle stopped at the stop sign of 3rd St SW and failed to yield before proceeding, entering the path of a vehicle travelling south on 1st Ave. Damage was estimated at \$13,000 and no injuries were reported. The second collision occurred in the 100 blk of 1st Street NE when a vehicle backing out of a parking space, sideswiped the vehicle next to them and left the scene without reporting the collision. Damage was estimated at \$3,000 to the parked vehicle. The third collision occurred on Hwy 30 at 1st Street East. This collision occurred when a vehicle was stopped on 1st Street at Hwy 30, and proceeded from the stop sign, failing to yield to a vehicle travelling west on Hwy 30. Damage was estimated at \$10,000 and both drivers sustained minor injuries. The fourth collision occurred in the 500 block of 13th Ave SW when an unknown vehicle struck a parked vehicle and left the scene without reporting the collision. Damage was estimated at \$100 and no injuries were reported. The fifth collision occurred at 1st Street West and 8th Ave. This collision occurred when a bicyclist was travelling east on 1st Street, and hand signaled his intent to turn left onto 8th Ave. While waiting for westbound traffic to clear and as he proceeds to turn onto 8th Ave a white panel truck that was also eastbound on 1st Street began to pass the bicyclist, striking his hand, causing minor injury. The driver of the panel truck continued without stopping. No damage was reported, and the bicyclist was treated for minor injuries. The sixth collision occurred in a parking lot near McWethy Hall on Cornell College campus. This collision occurred when a vehicle was backing out of a parking space and backed into a vehicle parked in the lot. The driver of the striking vehicle left the scene without reporting the collision. Damage was estimated at \$500 and no injuries were reported. The seventh collision occurred in the 100 block of 1st Street West, when a driver was attempting to and pushed the accelerator instead of the brake and ran over the curb and across the sidewalk, striking a stair railing. Damage was estimated at \$3,050.00 and no injuries were reported. The eighth collision occurred in the 100 block of 2nd Avenue NW when a vehicle was travelling south on 2nd Ave and failed to ensure proper distance and struck a parked vehicle. Damage was estimated at \$6,000.00 and no injuries were reported.

Incidents/Arrest

There were 29 reported incidents in August. Reports included: Driving while suspended, Theft (8) Hit & Run (3), Animal related (3), criminal mischief, OWI (3), Disorderly conduct, Harassment, Possess Drug Paraphernalia, Court Ordered Committal, Identity theft, Voluntary committal, Assist agency, Found property-PDP disposal, and an arrest warrant served.

During August, Mount Vernon Officers made 6 arrests. Charges include: OWI (3), Forcible Fondling, and Possession of Drug Paraphernalia (2).

K-9 Report

During August Monster was deployed 1 time to assist Lisbon PD with a vehicle sniff. Monster indicated on the vehicle which led to the discovery of marijuana and paraphernalia. Officer Moel and Monster attended monthly training at Canine Tactical. Additionally Officer Moel attended a National K9 Conference in Chicago, IL.



Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

**Eric Roudabush
Scott Rose
Tom Wieseler
Stephanie West
Deb Herrmann**

Community Service/Training/Misc.:

- Chief Shannon attended a RC Rail meeting at Hills Bank & Trust
- Chief Shannon met with Contract Administrators from the Governors Traffic Safety Bureau as part of the STEP program.
- Officer Gehrke and Chief Shannon met with Superintendent Batenhorst and Asst. Principal Thede to assist with School Safety Plans
- Officer Gehrke assist MVCSD with Safety Training for all staff.
- Officers attended training for our new RMS software TAC10; The department has transitioned to the new RMS reporting system effective 8/29/2019.
- Officer Mehlert attended training at the Cedar Rapids Library, provided by ICAP on police policy.
- Chief Shannon attended meetings at Linn County Public Health on data sharing between stakeholders involved in Opioid related incidents and Mental Health incidents.
- Chief Shannon met with a Cornell Student regarding an internship with our department. This student will begin the internship on 9/19/2019.

GTSB:

During August Officers worked 35 hours of STEP, including participation in the Labor Day Step Wave, and a Joint enforcement project with Lisbon PD and Linn County Sheriff's Office. This enforcement resulted in 1 OWI arrest, 2 OWI contact, 1 .02 violation, 1 arrest warrant served, 20 speed violations, 6 registration violations, 4 insurance violations, 7 equipment violations, and 3 other traffic violations.

LISBON (28E Contracted Services):

Per the 28E agreement our department provided the following service to Lisbon in August 2019:

- Patrol: 2,510 minutes
- Calls for service: 145 minutes (8 calls for service)

Total time for August 2019: 2,655 minutes = 44.25 hrs.; Total: \$1,770.00

Respectfully Submitted,

Chief of Police

RESOLUTION #9-16-2019B

**RESOLUTION ADOPTING PLANS,
SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATE OF COSTS
FOR
THE 8TH AVE NW QUIET ZONE PROJECT**

WHEREAS, on the 5th day of August, 2019, the Mt. Vernon City Council adopted resolution #8-5-2019B establishing a public hearing date and approving the advertisement for bids for the 8th Ave NW Quiet Zone, and

WHEREAS, a public hearing on said project was held by the Mt. Vernon City Council on the 16th day of September, 2019, and

WHEREAS, the plans, specifications, form of contract, and estimate of costs were filed with the City Clerk for the construction of certain public improvements described in general as the 8th Ave NW Quiet Zone Project; more specifically described as:

The 8th Avenue Railroad Crossing Quiet Zone Project includes all labor, materials, and equipment necessary to construct an approximately 100-foot long 8-inch by 2-foot median on both sides of the railroad tracks; signage; pavement markings; traffic control; and miscellaneous associated work including cleanup. Contractor will be required to complete a railroad permit and submit a \$500 permit fee. Any additional railroad requirements will be paid directly by the City as shown in the attached construction plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

Section 1. That the said plans, specifications, form of contract and estimate of costs are hereby adopted as the plans, specifications, form of contract and estimate of costs for said public improvements, as described in general as the 8th Ave Quiet Zone Project and more specifically described above.

PASSED and ADOPTED this 16th day of September, 2019

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

NOTICE OF PUBLIC HEARING

8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE 8th AVENUE NW QUIET ZONE, CITY OF MOUNT VERNON, IOWA

The Council of the City of Mount Vernon, in Linn County, Iowa, will meet at the City Hall in said Municipality, on the 16th day of September, 2019 at 6:30 p.m., at which time and place, a hearing will be held on the plans and specifications, proposed form of contract and estimate of cost for the construction of the following improvements:

8th AVENUE NW QUIET ZONE

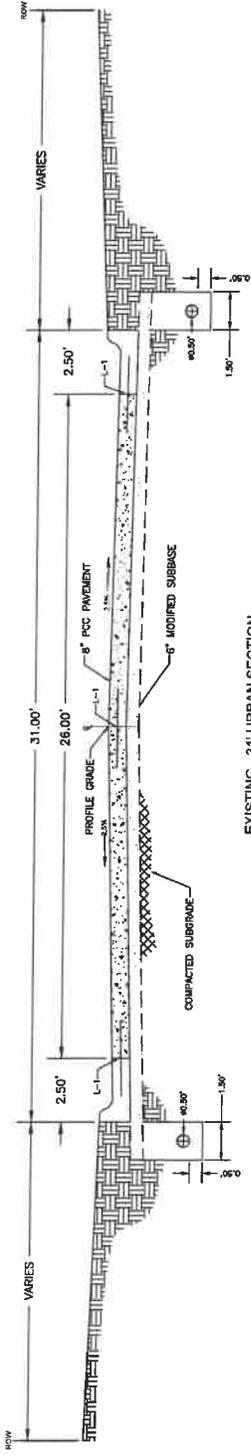
The 8th Avenue NW Quiet Zone includes all labor, materials, and equipment necessary to construct an approximately 100-foot long 8-inch by 2-foot median on both sides of the railroad tracks; signage; pavement markings; traffic control; and miscellaneous associated work including cleanup. Contractor will be required to complete a railroad permit and submit a \$500 permit fee. Any additional railroad requirements will be paid directly by the City.

At said hearing, the Council will consider said plans and specifications, proposed form of contract and the estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed work, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

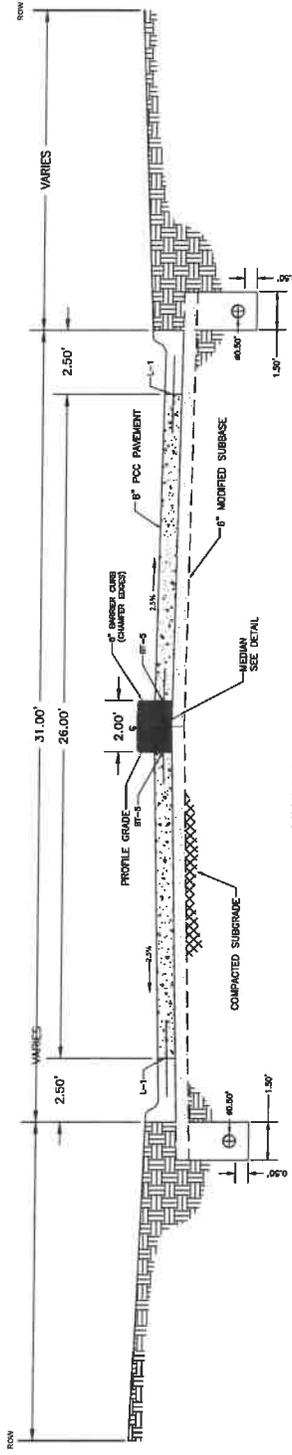
Sealed proposals will be received by the City Clerk for the City of Mount Vernon, Iowa, at City Hall, 213 1st Street NW, Mount Vernon, Iowa 52314, until 2:00 p.m. on the 12th day of September, 2019 for the construction of the 8th Avenue NW Quiet Zone, as described in the plans and specifications therefor, now on file in the office of the City Clerk of Mount Vernon, Iowa. Proposals received will be opened and tabulated immediately thereafter. Proposals will be acted upon by said City at that time or at such later time and place as then may be fixed.

NH-1

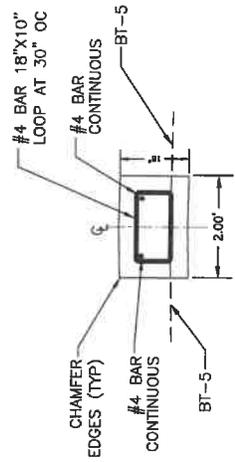
5131-024



EXISTING - 31' URBAN SECTION



31' URBAN SECTION - MEDIAN



DETAIL - 2FT MEDIAN

DATE	REVISIONS	SCALE	ANNOTATE	DATE	CONSTRUCTION
		DRAWN	LR		
		CHECKED	LR		
		APPROVED	DR		
		DATE	OR-HOLD		
		ISSUED FOR	CONSTRUCTION		

VEENSTRA & KIMM, INC.		8TH AVENUE NW QUIET ZONE	
CITY OF MOUNT VERNON		CITY OF MOUNT VERNON	
660 23rd Avenue - Suite 4 • Comville, Iowa 52241-1888		660 23rd Avenue - Suite 4 • Comville, Iowa 52241-1888	
319-465-1000 • 319-465-1008/FAX • 688-231-8001/WWW		319-465-1000 • 319-465-1008/FAX • 688-231-8001/WWW	

DWG. NO.	B.01
PROJECT	DETAILS

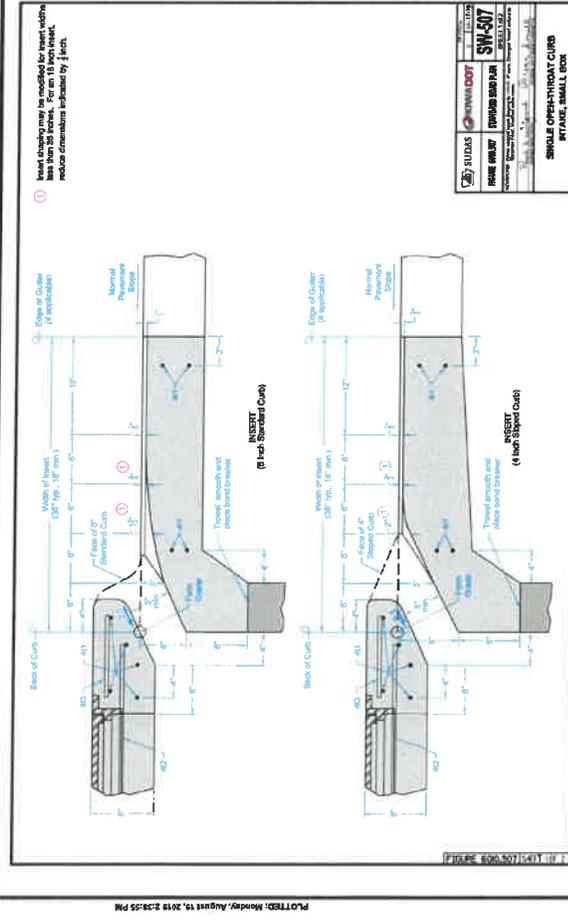


FIGURE 600-507 (REV) 2, 3, 4

PLotted: Monday, August 19, 2019 2:35:55 PM

FILE PATH: I:\2019\VERNON\1512-024\QJEN\CONSULT\TYPON\DRAWINGS\PRODUCTION DRAWINGS\DETAILS

XREFS:

DATE

REVISIONS

DATE

BY

CHKD

APP'D

DATE

DESCRIPTION

CONSTRUCTION

VEENSTRA & KIMM, INC.

660 22nd Avenue - Suite 4 • Cambridge, Iowa 52241-1855

319-466-1000 • 319-466-1009/FAX • 663-241-6001/(M/F/T)

8TH AVENUE NW QUIET ZONE

CITY OF MOUNT VERNON

DETAILS

B.03

PROJECT

511-420

ENVD. NO.

JOINTS

KEYWAY DIMENSIONS

KEYWAY TYPE

PAVEMENT THICKNESS

STANDARD

WIDER

8" or greater

LESS THAN 8"

1"

2"

DETAIL

When tying the old pavement, represents the depth of footing P.C.

Standard or clearing not required.

DETAIL D-1

(Resurface when specified in the contract documents.)

DETAIL D-2

(Resurface when the Department of Transportation is not the Contracting Authority, or when specified in the contract documents.)

DETAIL D-3

(Resurface when the Department of Transportation is not the Contracting Authority, or when specified in the contract documents.)

LONGITUDINAL CONTRACTION

FIGURE 7010.101

SHEET 4 OF 6

CONTRACTOR JOINT

Joint

Bar

Bar Length and Spacing

< 8"

8"

12"

15"

20"

30"

36"

48"

60"

72"

96"

120"

144"

168"

192"

216"

240"

264"

288"

312"

336"

360"

384"

408"

432"

456"

480"

504"

528"

552"

576"

600"

624"

648"

672"

696"

720"

744"

768"

792"

816"

840"

864"

888"

912"

936"

960"

984"

1008"

1032"

1056"

1080"

1104"

1128"

1152"

1176"

1200"

1224"

1248"

1272"

1296"

1320"

1344"

1368"

1392"

1416"

1440"

1464"

1488"

1512"

1536"

1560"

1584"

1608"

1632"

1656"

1680"

1704"

1728"

1752"

1776"

1800"

1824"

1848"

1872"

1896"

1920"

1944"

1968"

1992"

2016"

2040"

2064"

2088"

2112"

2136"

2160"

2184"

2208"

2232"

2256"

2280"

2304"

2328"

2352"

2376"

2400"

2424"

2448"

2472"

2496"

2520"

2544"

2568"

2592"

2616"

2640"

2664"

2688"

2712"

2736"

2760"

2784"

2808"

2832"

2856"

2880"

2904"

2928"

2952"

2976"

3000"

3024"

3048"

3072"

3096"

3120"

3144"

3168"

3192"

3216"

3240"

3264"

3288"

3312"

3336"

3360"

3384"

3408"

3432"

3456"

3480"

3504"

3528"

3552"

3576"

3600"

3624"

3648"

3672"

3696"

3720"

3744"

3768"

3792"

3816"

3840"

3864"

3888"

3912"

3936"

3960"

3984"

4008"

4032"

4056"

4080"

4104"

4128"

4152"

4176"

4200"

4224"

4248"

4272"

4296"

4320"

4344"

4368"

4392"

4416"

4440"

4464"

4488"

4512"

4536"

4560"

4584"

4608"

4632"

4656"

4680"

4704"

4728"

4752"

4776"

4800"

4824"

4848"

4872"

4896"

4920"

4944"

4968"

4992"

5016"

5040"

5064"

5088"

5112"

5136"

5160"

5184"

5208"

5232"

5256"

5280"

5304"

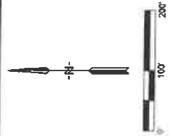
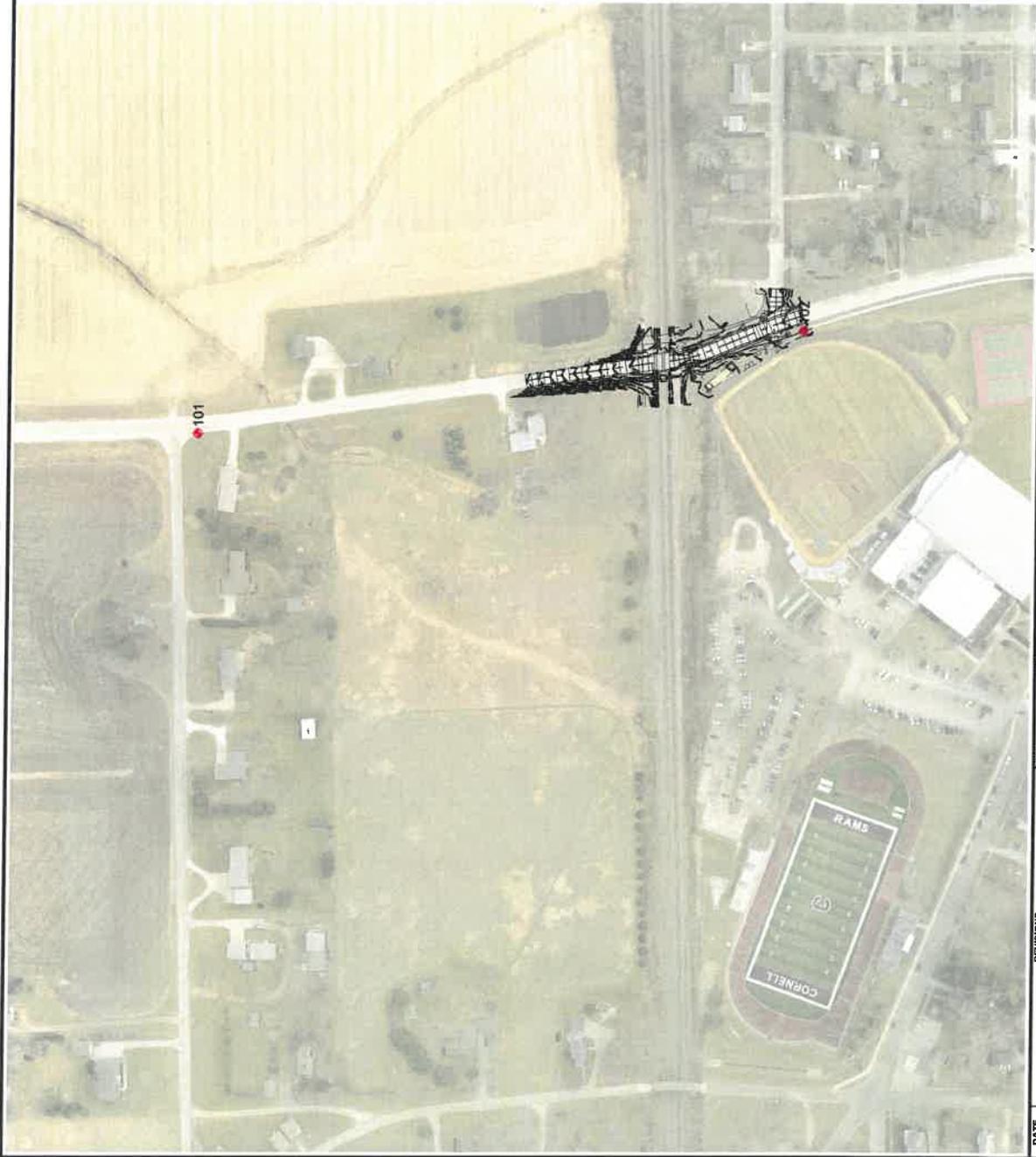
5328"

5352"

5376"

5400"

5424"



Survey Control Points				
Point #	Raw Description	Elevation	Northing	Eastng
101	sp brk	858.88	3445221.35	51490103.899
102	sp brk	846.00	3444075.63	51480083.8972

DATE		REVISIONS	
SCALE	AS SHOWN	DATE	BY
ISSUED	LR	DATE	BY
APPROVED	LR	DATE	BY
DATE	BY	DATE	BY
DATE	BY	DATE	BY



8TH AVENUE NW QUIET ZONE
 CITY OF MOUNT VERNON
 860 22nd Avenue - Suite 4 • Cornville, Iowa 52241-7665
 319-466-1000 • 319-466-1006/FAX • 800-347-6901/(VA)TS

SURVEY CONTROL POINTS

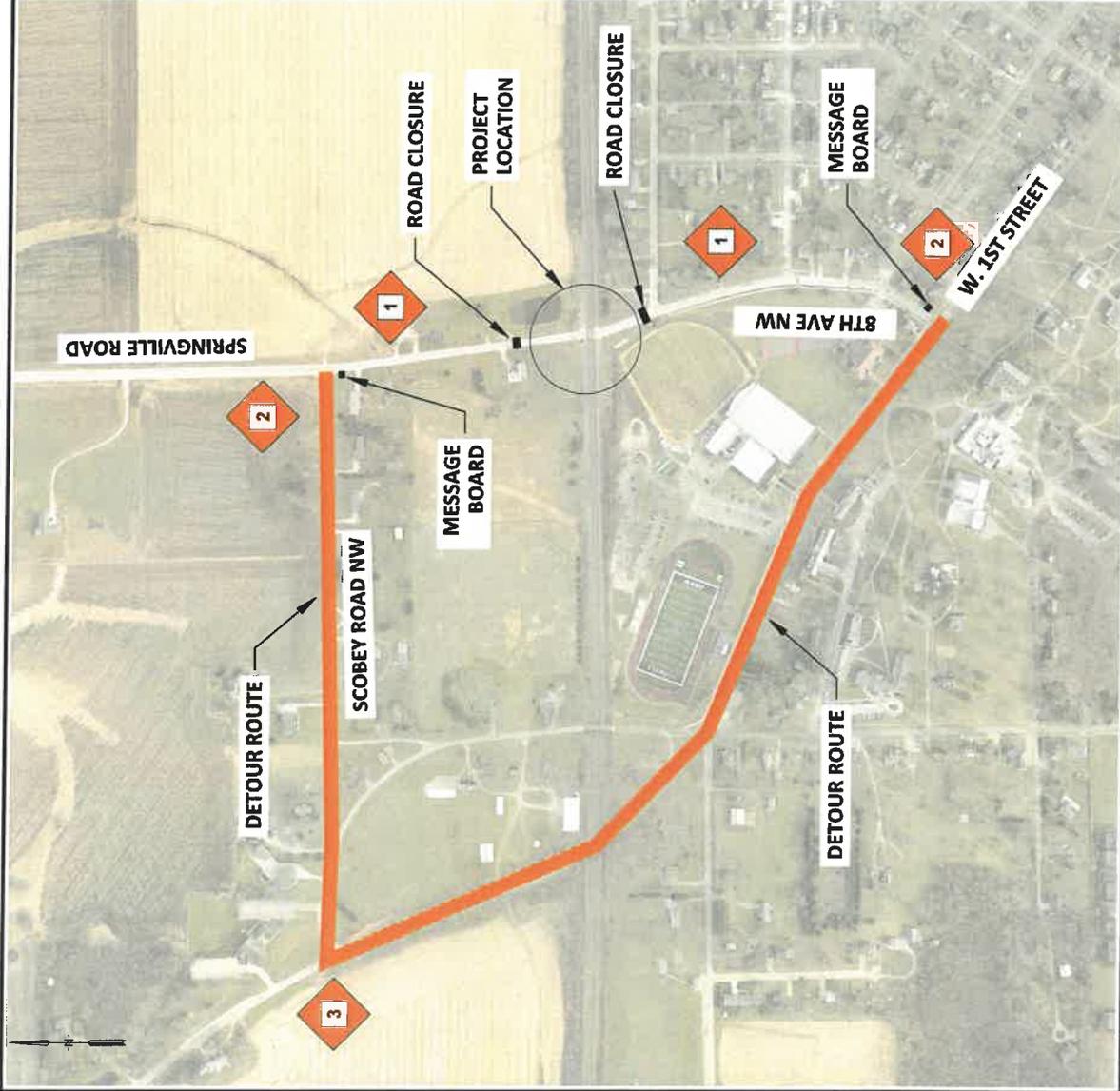
G.01

DWG. NO.

PROJECT 5111-024

General Phasing/Staging/Traffic Control Notes

1. The phases shown on the J sheets are guidelines for the contractor; actual traffic control and staging may vary as proposed by the contractor and approved by the Engineer.
2. All traffic control devices required by the contract documents shall be furnished, erected, moved, maintained, and removed by the contractor.
3. The location for storage of equipment by the contractor during non-working hours shall be as approved by the Engineer.
4. Proposed sign spacing may be modified as approved by the Engineer to meet existing field conditions.
5. Permanent signing that conveys a message contrary to the message of the temporary signing and not applicable to the working conditions shall be covered by contractor with concurrence from Engineer.
6. The contractor shall submit completed Traffic Control Diary entries to the Engineer weekly.
7. Per 23 CFR 634: "All workers within the Right-of-way of a federal-aid highway who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel, which is defined to mean "personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004".
8. Once the contractor closes the roadway, the contractor has seven (7) consecutive days to complete the work.
9. The contractor shall furnish two variable message boards a minimum of 10 days prior to road closure alerting drivers of the date of closure and the detour route.



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DATE	REVISIONS	SCALE	AS NOTED	DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	CHKD
												
VEENSTRA & KIMM, INC. 860 2nd Avenue - Suite 4 • Cornville, Iowa 52544-7565 315-465-1000 • 315-465-1000(FAX) • 800-241-8001(MA/VA)												
8TH AVENUE NW QUIET ZONE CITY OF MOUNT VERNON												
TRAFFIC CONTROL PLAN												
DWG. NO. J.01												
PROJECT 5131424												

SIGN PLACEMENT ON TYPE III BARRICADES



Type III Placement



Sign Mounted with Reinforced Edge

IOWA DOT
STANDARD ROAD PLAN
TC-252
Standard Road Plan for Road Closures

ROUTES CLOSED TO TRAFFIC

- LEGEND**
- Trucks Stop
 - Type II Barricade
 - Work Area
 - Travel Closure

- Possible Closure Items:**
- In addition to the barricades in the work area, cones and cones with reflective tape are necessary to delineate the work area and other signs.
 - When possible, a 100' buffer is desirable.
 - When a lane is less than 300' long, provide 100' BUFFER CLOSED (100-0) signs.

Possible Closure Items:

- In addition to the barricades in the work area, cones and cones with reflective tape are necessary to delineate the work area and other signs.
- When possible, a 100' buffer is desirable.
- When a lane is less than 300' long, provide 100' BUFFER CLOSED (100-0) signs.

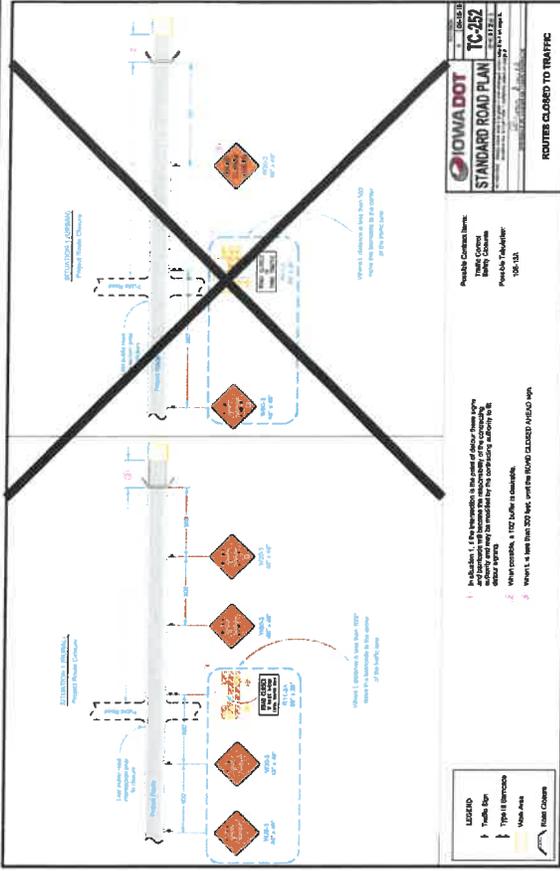
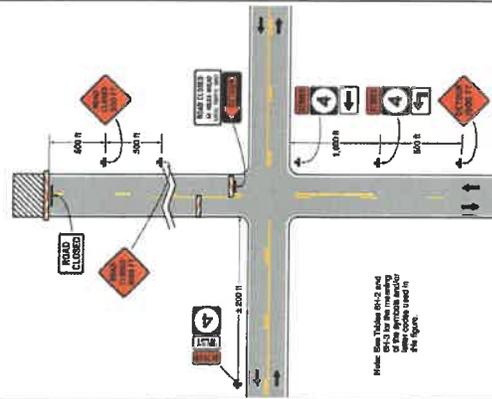


Figure 6H-8. Road Closure with an On-Site Detour (10-4)



Typical Application 6

	TC-252				
	TA-8				
	8TH AVE NW				

VEENSTRA & KIMM, INC.
 850 22nd Avenue - Suite 4 • Corvallis, Iowa 52241-1555
 315-465-1000 • 315-465-1000 FAX • 688-241-6001 (VA)TS

8TH AVENUE NW QUIET ZONE
CITY OF MOUNT VERNON

TRAFFIC CONTROL PLAN

DWG. NO. **J.02**

PROJECT **9134291**

DATE	REVISIONS	DRAWN	CHECKED	DATE	BY	DATE	BY

Estimate of Cost
8th Avenue NW Quiet Zone
Mount Vernon, Iowa

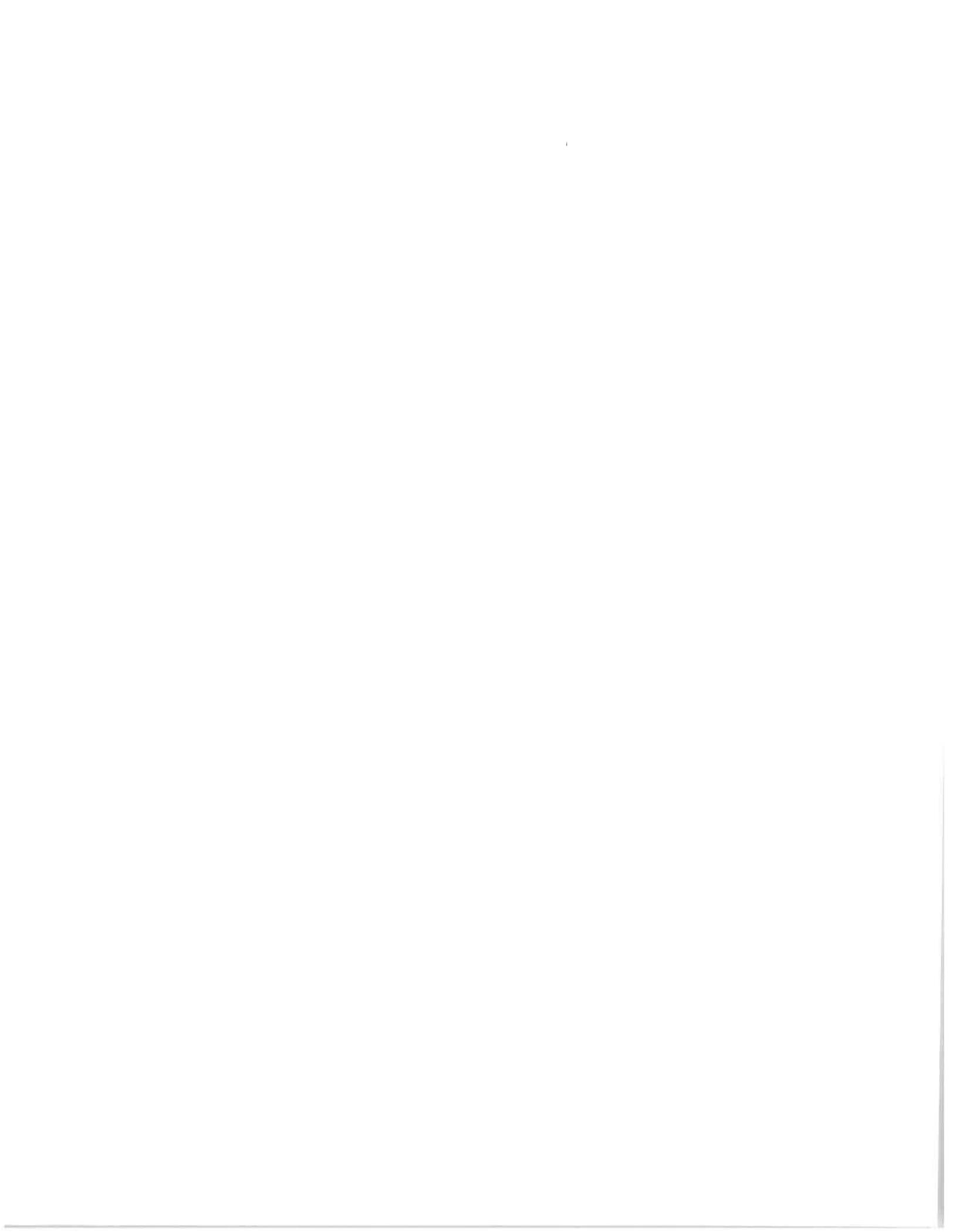
Item No.	Item Code	Description	Unit	Unit Price	Quantity	Extended Price
1	2105-8425005	TOPSOIL, FURN+SPREAD	CY	\$20.00	20	\$400.00
2	2115-0100000	MODIFIED SUBBASE	CY	\$40.00	8	\$320.00
3	2301-1033080	STD/S-F PCC PAV'T, CL C CL 3, 8"	SY	\$50.00	20	\$1,000.00
4	2301-4874006	MEDIAN, DOWELLED PCC	SY	\$150.00	48	\$7,200.00
5	2435-0250700	INTAKE, SW-507	EACH	\$4,000.00	2	\$8,000.00
6	2510-6745850	RMVL OF PAV'T	SY	\$10.00	67	\$670.00
7	2524-9275100	WOOD POST-TYPE A/B SIGN, 4"X4"	LF	\$15.00	24	\$360.00
8	2524-9325001	TYPE A SIGN, SHEET ALUM	SF	\$30.00	24	\$720.00
9	2526-8285000	CONSTRUCTION SURVEY	LS	\$2,000.00	1	\$2,000.00
10	2527-9263109	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	\$50.00	32.20	\$1,610.00
11	2528-8445110	TRAFFIC CONTROL	LS	\$2,000.00	1	\$2,000.00
12	2528-8445113	FLAGGER	EACH	\$300.00	10	\$3,000.00
13	2533-4980005	MOBILIZATION	LS	\$5,000.00	1	\$5,000.00
14	2601-2634100	MULCH	ACRE	\$5,000.00	0.1	\$500.00
15	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	\$5,000.00	0.1	\$500.00
		Subtotal				\$33,280.00
		Contingency	10%			\$3,328.00
		Construction Total				\$36,700.00

SPECIFICATIONS

FOR

8th AVENUE NW QUIET ZONE

MOUNT VERNON, IOWA



SPECIFICATIONS
FOR
8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

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

Signed:

Date:

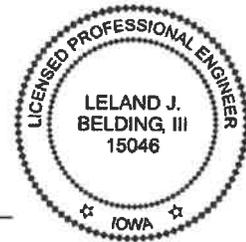


8/19/2019

Leland J. Belding, III, P.E.

Iowa License No. 15046

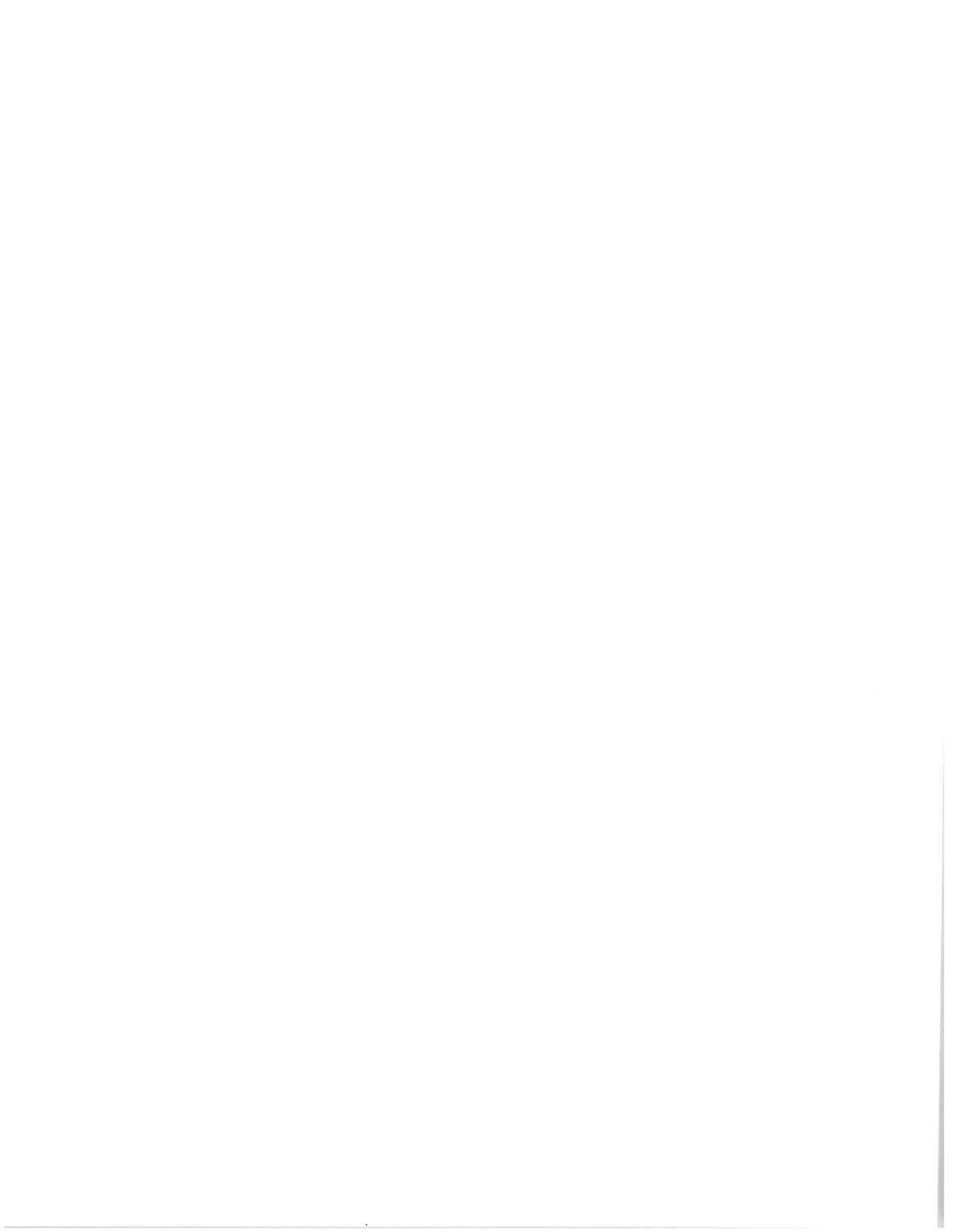
My license renewal date is December 31, 2019



Detailed parts covered by this seal:

ALL

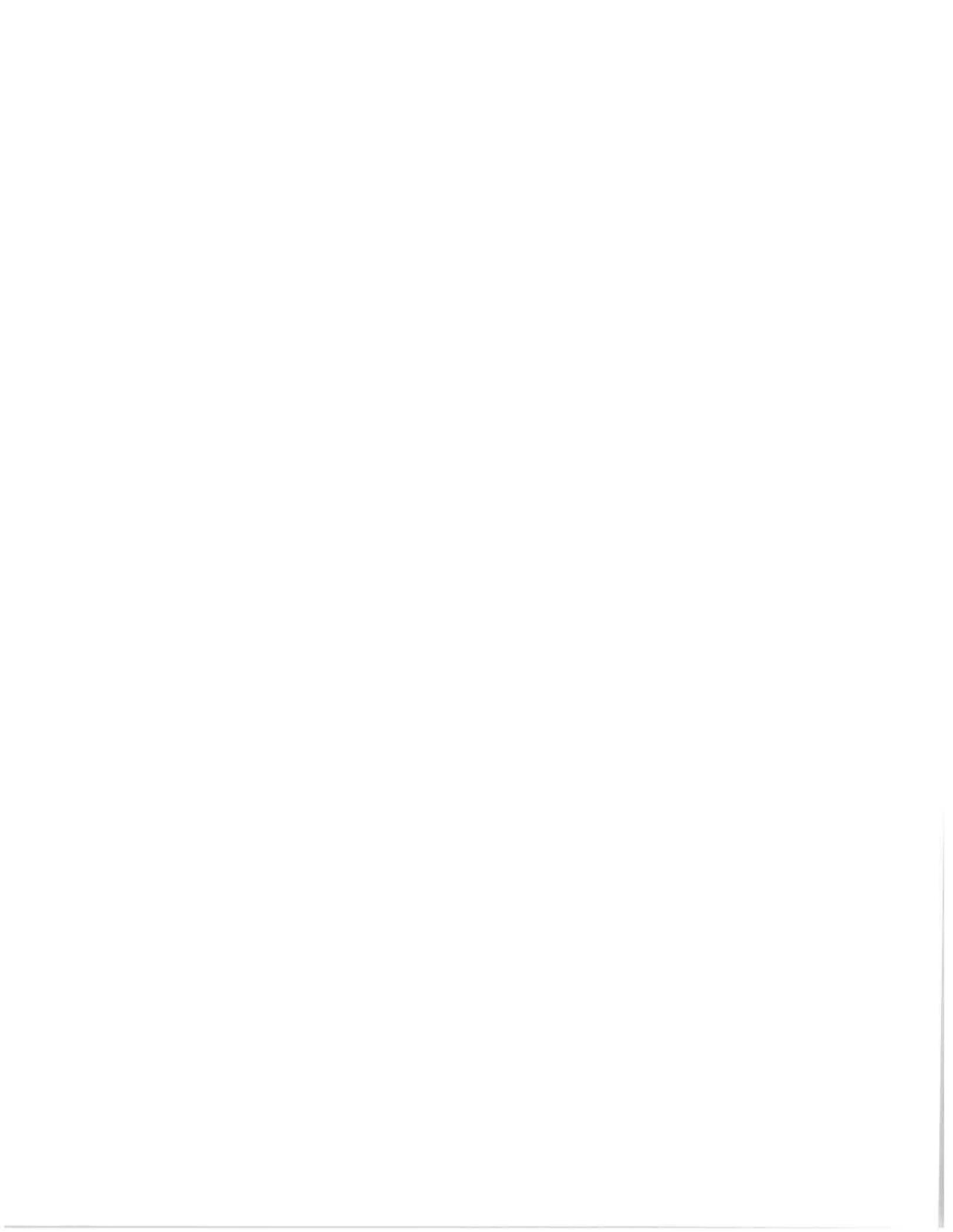
Prepared by
VEENSTRA & KIMM, INC.
Coralville,
Iowa



INDEX

8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

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PLANS LIST	PL-1
DETAILED SPECIFICATIONS	
Construct in accordance with the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2015 plus the General Supplemental Specification; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions.	



NOTICE TO BIDDERS

8th AVENUE NW QUIET ZONE MOUNT VERNON, IOWA

Sealed proposals will be received by the City Clerk for the City of Mount Vernon, Iowa, at City Hall, 213 1st Street NW, Mount Vernon, Iowa 52314, until 2:00 p.m. on the 12th day of September, 2019 for the construction of the 8th Avenue NW Quiet Zone, as described in the plans and specifications therefor, now on file in the office of the City Clerk of Mount Vernon, Iowa. Proposals received will be opened and tabulated immediately thereafter. Proposals will be acted upon by said City at the September 16th City Council Meeting or at such later time and place as then may be fixed.

Work on the improvements shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council, and be completed as stated below.

The work will include but is not limited to the following improvements:

8th AVENUE NW QUIET ZONE

The 8th Avenue NW Quiet Zone includes all labor, materials, and equipment necessary to construct an approximately 100-foot long 8-inch by 2-foot median on both sides of the railroad tracks; signage; pavement markings; traffic control; and miscellaneous associated work including cleanup. Contractor will be required to complete a railroad permit and submit a \$500 permit fee. Any additional railroad requirements will be paid directly by the City.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technographics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

NB-1

5131-024

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF MOUNT VERNON, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Mount Vernon, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed by November 22, 2019, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

NB-2

5131-024

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The City of Mount Vernon reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Posted by the order of the City of Mount Vernon, Iowa.

CITY OF MOUNT VERNON, IOWA,

Jamie Hampton, Mayor

NB-4

5131-024

NOTICE OF PUBLIC HEARING

8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE 8th AVENUE NW QUIET ZONE, CITY OF MOUNT VERNON, IOWA

The Council of the City of Mount Vernon, in Linn County, Iowa, will meet at the City Hall in said Municipality, on the 16th day of September, 2019 at 6:30 p.m., at which time and place, a hearing will be held on the plans and specifications, proposed form of contract and estimate of cost for the construction of the following improvements:

8th AVENUE NW QUIET ZONE

The 8th Avenue NW Quiet Zone includes all labor, materials, and equipment necessary to construct an approximately 100-foot long 8-inch by 2-foot median on both sides of the railroad tracks; signage; pavement markings; traffic control; and miscellaneous associated work including cleanup. Contractor will be required to complete a railroad permit and submit a \$500 permit fee. Any additional railroad requirements will be paid directly by the City.

At said hearing, the Council will consider said plans and specifications, proposed form of contract and the estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed work, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

Sealed proposals will be received by the City Clerk for the City of Mount Vernon, Iowa, at City Hall, 213 1st Street NW, Mount Vernon, Iowa 52314, until 2:00 p.m. on the 12th day of September, 2019 for the construction of the 8th Avenue NW Quiet Zone, as described in the plans and specifications therefor, now on file in the office of the City Clerk of Mount Vernon, Iowa. Proposals received will be opened and tabulated immediately thereafter. Proposals will be acted upon by said City at that time or at such later time and place as then may be fixed.

Published by the order of the City of Mount Vernon, Iowa.

CITY OF MOUNT VERNON, IOWA,

Jamie Hampton, Mayor

NH-1

5131-024

INSTRUCTIONS TO BIDDERS

8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

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1. DEFINITION OF TERMS

- A. "Owner", and "City" shall mean the City of Mount Vernon, Iowa, acting through the City Council or an authorized representative of the City Council.
- B. "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- C. "Bidder" shall mean any person who submits a proposal to furnish the work described in the Contract Documents.
- D. "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- E. "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.
- F. "Engineer" shall mean VEENSTRA & KIMM, INC., Coralville, Iowa.
- G. "Standard Drawings" shall mean construction detail drawings bound with these specifications.
- H. "Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under the contract, unless some other meaning is indicated by the context.

I. "Station", "Sta." shall mean one hundred (100) linear feet measure.

2. CONTRACT DOCUMENTS

A. Contract Documents, sometimes referred to as the "plans and specifications", shall mean and include the following parts as used herein:

1. Notice to Bidders
2. Notice of Public Hearing
3. Instructions to Bidders
4. Proposal
5. Contract
6. Bond
7. General Conditions
8. Special Conditions
9. Plans List
10. Detailed Specifications
11. Plans listed in the Specifications
12. Numbered addenda issued to the foregoing.

3. METHOD OF BIDDING

A. Bidders shall submit unit and lump sum prices for work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

B. Bids will be computed using quantities shown in proposal. Unit price quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.

1. In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.
2. In the case of an obvious and serious clerical or entry error in the Proposal where the City is able to clearly determine the bidder's intent from the Proposal the City may waive irregularities that are in the best interest of the City as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.

- C. Unit prices for payment items included in the specifications, but not listed in the Proposal, will be negotiated, if needed.

4. QUALIFICATIONS OF BIDDERS

- A. Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.
- B. If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

5. SUBMISSION OF BIDS

- A. Bidders shall submit the Proposal stamped "Official Bid". The Proposal stamped "Official Bid" is considered the original Proposal and shall be used for bidding. Submit in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To:

City Clerk
City of Mount Vernon
213 1st Street NW
Mount Vernon, IA 52314

Proposal for:

8th Avenue NW Quiet Zone

- B. Bids shall be signed by a legally authorized representative of the bidder.
- C. Bidders shall submit the specified bid security included with the proposal.
- D. Mark each envelope with "Sealed Bid. Do Not Open."
- E. Bidders shall submit the Bidder Status Form with the Proposal.

6. EVALUATION OF BIDS

- A. Award of contract will be made on the lowest, responsive, responsible bid as selected by the City that is in the best interest of the City of Mount Vernon.

Instructions to Bidders

- B. Time of completion of the work, delivery dates, experience and responsibility of the bidder will be considered in determining which bid is in the Owner's best interests.
- C. Low bid will be determined on basis of lowest responsive bid from responsible bidder.
- D. The City reserves the right to reject any and all bids, and to waive informalities or technicalities and to enter into such contract as it shall deem for the best interest of the City.

7. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid at any time prior to scheduled closing time for a receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days from the date of receiving bids.

8. BID SECURITY

- A. Each bid shall be accompanied by bid security in the form and amount set out in the Notice to Bidders.
- B. Bid security shall be enclosed in the sealed envelope with the bid or in a separate sealed envelope.
- C. The bid security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.
- D. Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 calendar days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- E. Bidders shall use bid bond form included with specifications.

9. EXAMINATION OF WORK

- A. Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

10. EXECUTION OF CONTRACT

- A. The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to him.
- B. The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

11. CONTRACT TERMINATION

- A. Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

12. TAXES

- A. The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- B. Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide, to each supplier providing construction material, a copy of the tax exemption certificate.
- C. Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

13. PREFERENCE FOR LABOR AND MATERIALS

- A. Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to labor residing in vicinity of Mount Vernon, Iowa, and to local concerns in purchase of materials, insurance and bonds.
- B. The Iowa Reciprocal Preference Act (SF2160) applies to the contract with respect to bidders who are not Iowa residents.
 - 1. In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

14. PAYMENT

- A. Payment will be made in accordance with the payment provisions set out in Notice to Bidders.
- B. Payment will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or materials.

15. APPROVAL OF MATERIALS

- A. Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

16. PERIOD OF GUARANTEE AND BOND

- A. Contractor shall guarantee work for period of four (4) years from date of final acceptance as provided for in the Code of Iowa. Surety bond furnished by Contractor shall run for a like period.

PROPOSAL

8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Mount Vernon
213 1st Street NW
Mount Vernon, Iowa 52314

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of Mount Vernon should the undersigned fail or refuses to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda __, __, __, __ and __, within the time and for the sum or sums stated hereinafter on attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

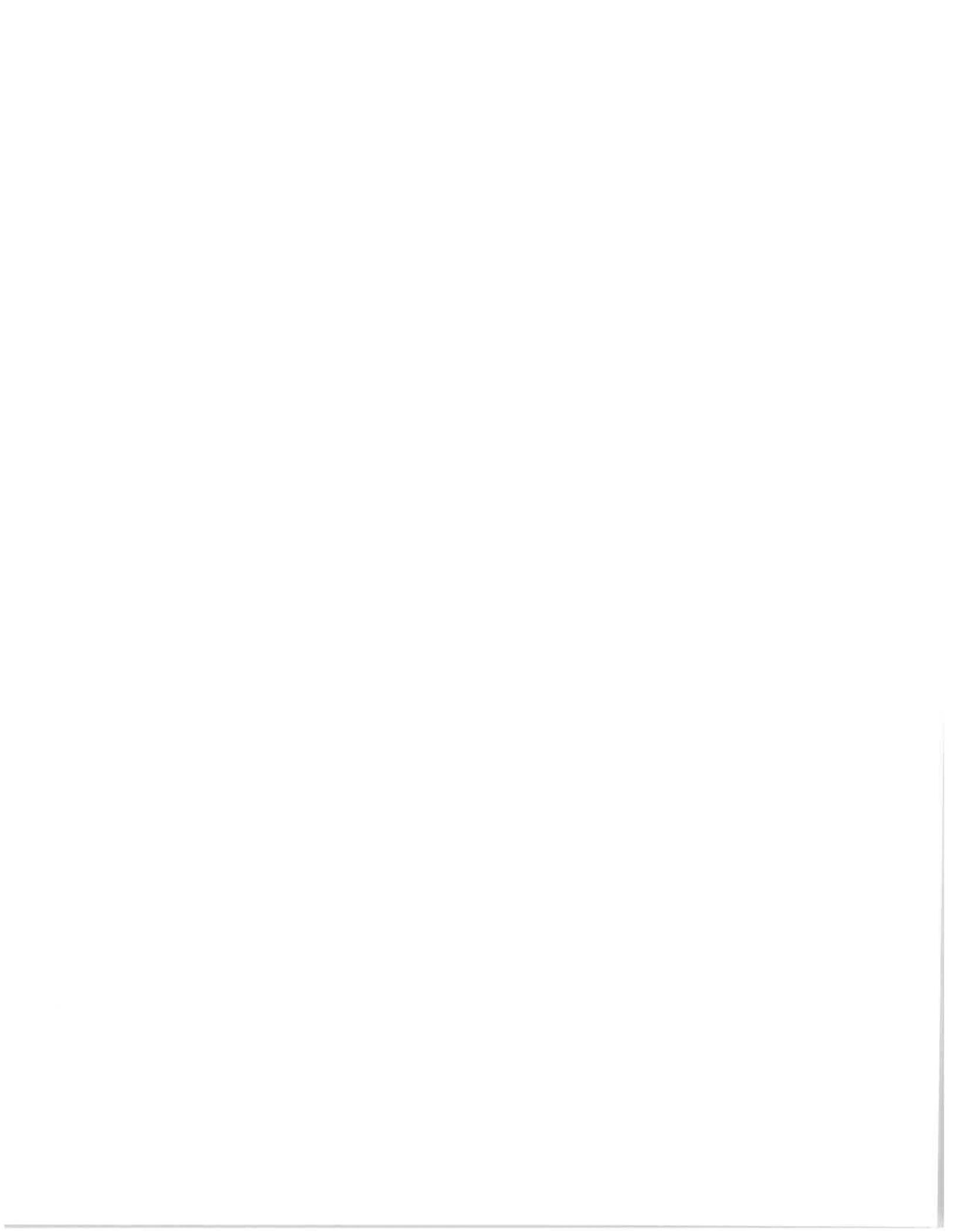
PROPOSAL SCHEDULE

8th AVENUE NW QUIET ZONE

1. Construct 8th Avenue NW Quiet Zone for the following unit and lump sum prices:

<u>Item No.</u>	<u>Item Code</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2105-8425005	Topsoil, Furn+Spread	CY	20	\$ _____	\$ _____
2	2115-0100000	Modified Subbase	CY	8	_____	_____
3	2301-1033080	Std/S-F PCC Pav't, CI C CI 3, 8"	SY	20	_____	_____
4	2301-4874006	Median, Dowelled PCC	SY	48	_____	_____
5	2435-0250700	Intake, SW-507	Ea.	2	_____	_____
6	2510-6745850	Rmvl of Pav't	SY	67	_____	_____
7	2524-9275100	Wood Post-Type A/B Sign, 4"X4"	LF	24	_____	_____
8	2524-9325001	Type A Sign, Sheet Alum	SF	24	_____	_____
9	2526-8285000	Construction Survey	LS	1	_____	_____
10	2527-9263109	Painted Pav't Mark, Waterborne/Solvent	Sta	32.2	_____	_____
11	2528-8445110	Traffic Control	LS	1	_____	_____
12	2528-8445113	Flagger	Ea.	10	_____	_____
13	2533-4980005	Mobilization	LS	1	_____	_____
14	2601-2634100	Mulch	Acre	0.1	_____	_____
15	2601-2636044	Seed+Fertilize (Urban)	Acre	0.1	_____	_____
Total Bid (Item No. 1-15)					\$ _____	_____

- The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project shall be completed as set out in the Notice to Bidders.
- Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.



Bidder Status Form

To be completed by all bidders

Part A

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

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

To be completed by resident bidders

Part B

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

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

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

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

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

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

**You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.**

This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of _____ as Principal and _____

_____ of _____

as Surety, are held and firmly bound unto the City of Mount Vernon, Iowa, hereinafter defined as Obligee, in the penal sum of five percent (5%) of the total amount of the bid (\$ _____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Mount Vernon, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: 8th Avenue NW Quiet Zone.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

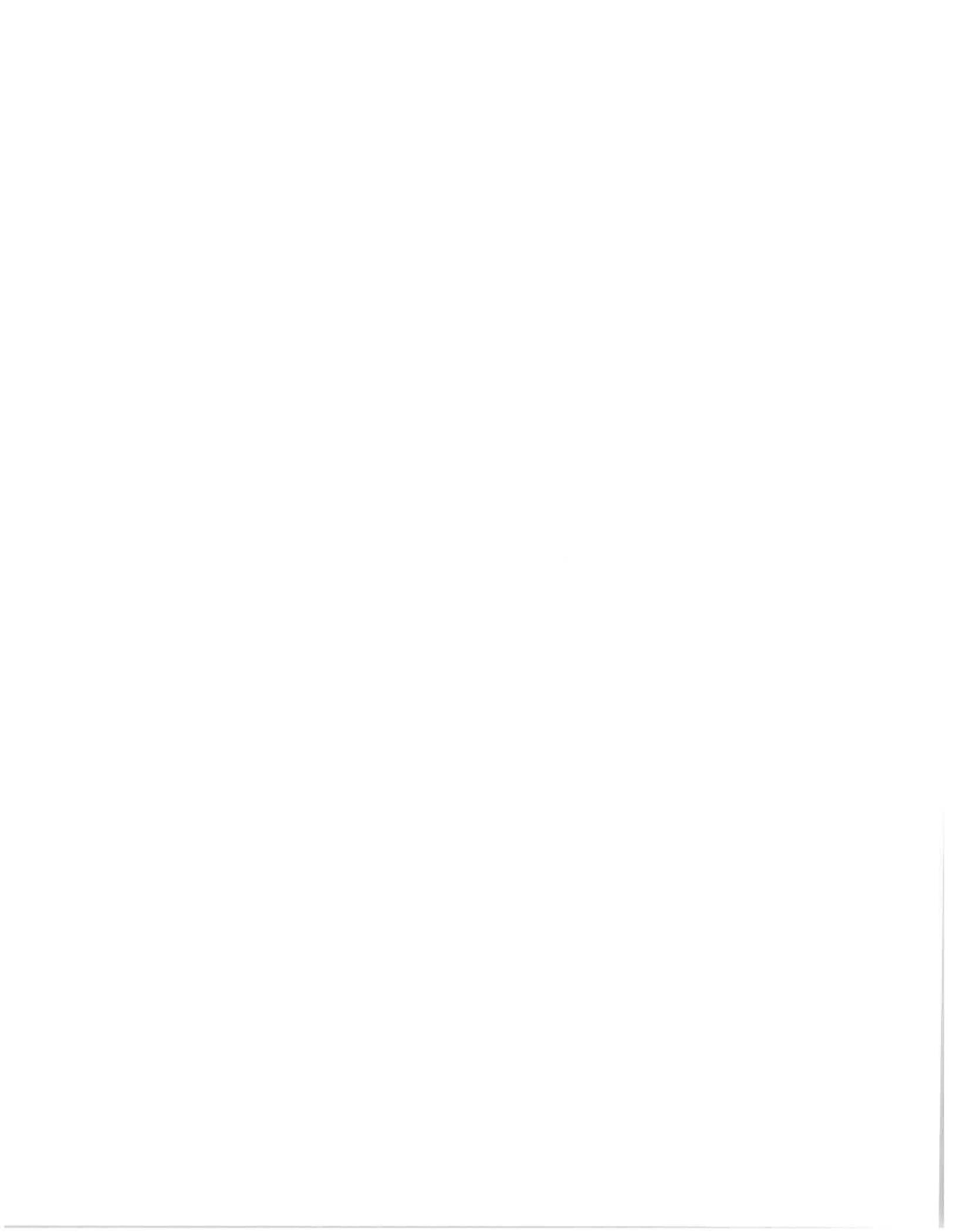
Signed and sealed this _____ day of _____, 2019.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact



CONTRACT

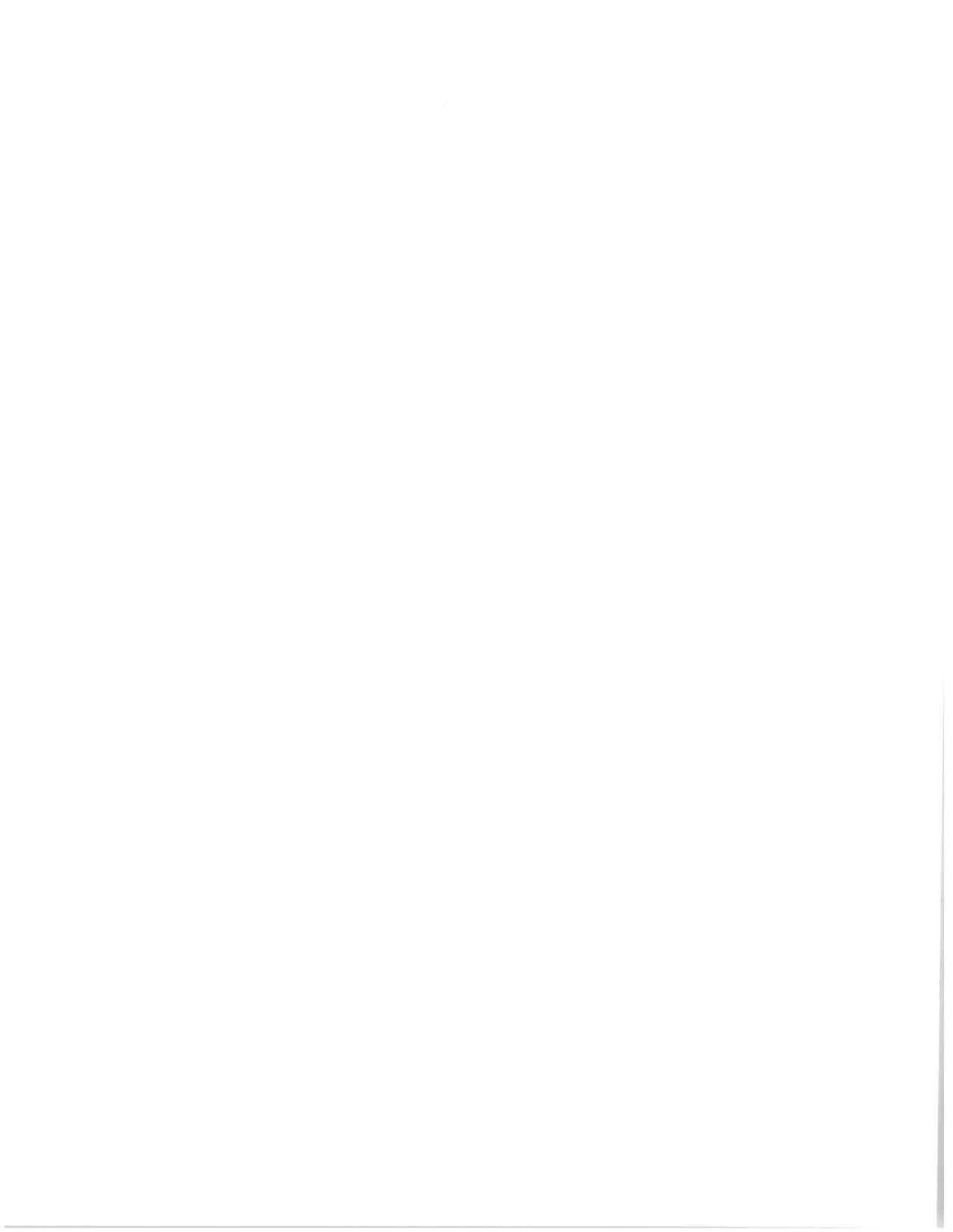
THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of Mount Vernon, Iowa, party of the first part, hereinafter referred to as the "Owner", and _____, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the _____ day of _____, 2019, for 8th Avenue NW Quiet Zone under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:



2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:
 - A. Contract Documents, including:
 1. Notice to Bidders
 2. Notice of Public Hearing
 3. Instructions to Bidders
 4. Proposal
 5. Bond
 6. General Conditions
 7. Special Conditions
 8. Plans List
 9. Plans listed in the Specifications
 10. Numbered addenda issued to the foregoing
 - B. This Instrument.
 - C. The above components are complementary and what is called for by one shall be as binding as if called for by all.
3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.
4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal the date first written above.

CONTRACTOR

CITY OF MOUNT VERNON, IOWA

By _____

Mayor

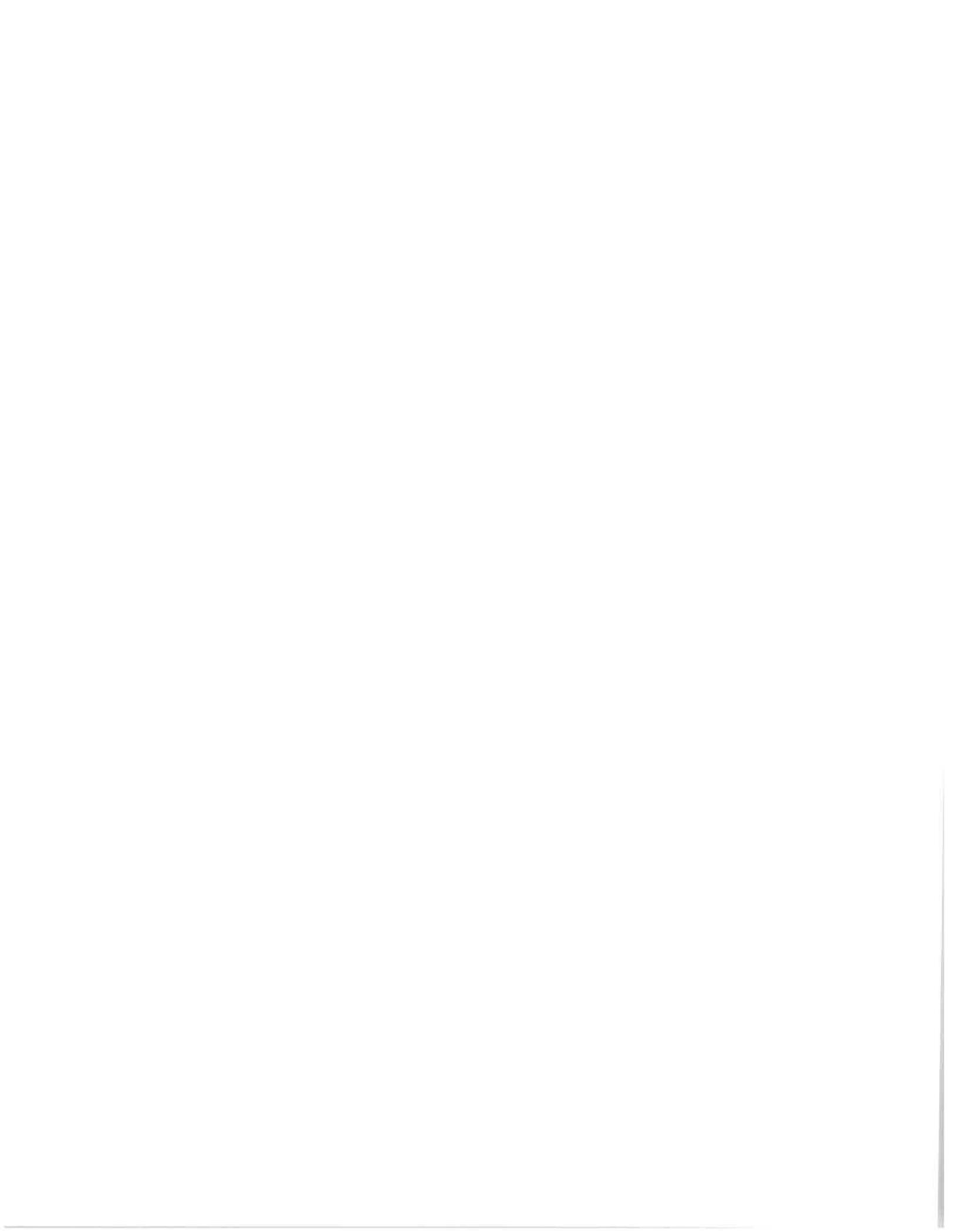
Title _____

ATTEST:

ATTEST:

City Administrator

Title _____



BOND

KNOW ALL MEN: That we, _____,
of _____, hereinafter called the Principal, and
_____,
hereinafter called the surety, are held and firmly bound unto the City of Mount Vernon,
Iowa, hereinafter called the Owner in the sum of _____
Dollars (\$ _____), for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated _____, 2019,
entered into a Contract with the Owner for 8th Avenue NW Quiet Zone which Agreement
includes a guarantee of all work against defective workmanship and materials for a period
of four (4) years from the date of final acceptance of the work by the Owner, a copy of
which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall
faithfully perform the Contract on his part and shall fully indemnify and save harmless the
Owner from all costs and damage which he may suffer by reason of failure so to do and
shall fully reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the
Principal for labor or materials, failing which such persons shall have a direct right of
action against the Principal and Surety under this Obligation, subject to the Owner's
priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and
effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after five (5) years from the date of final acceptance of the
work.

And Provided, that any alterations which may be made in the terms of the Contract, or in
the work to be done under it, or the giving by the Owner of any extension of time for the
performance of the Contract, or any other forbearance on the part of either the Owner or
the Principal to the other shall not in any way release the Principal and the Surety, or
either of them, their heirs, executors, administrators, successors or assigns from their
liability hereunder, notice to the Surety of any such alteration, extension or forbearance
being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all
persons, firms, or corporations having contracts directly with the Principal or with
subcontractors all just claims due them for labor performed or material furnished, in the
performance of the Contract on account of which this Bond is given, when the same are
not satisfied out of the portion of the contract price which the Owner shall retain until
completion of the improvements, but the Principal and Surety shall not be liable to said
persons, firms, or corporations unless the claims of said complaints against said portions of
the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this _____ day of _____, 2019.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

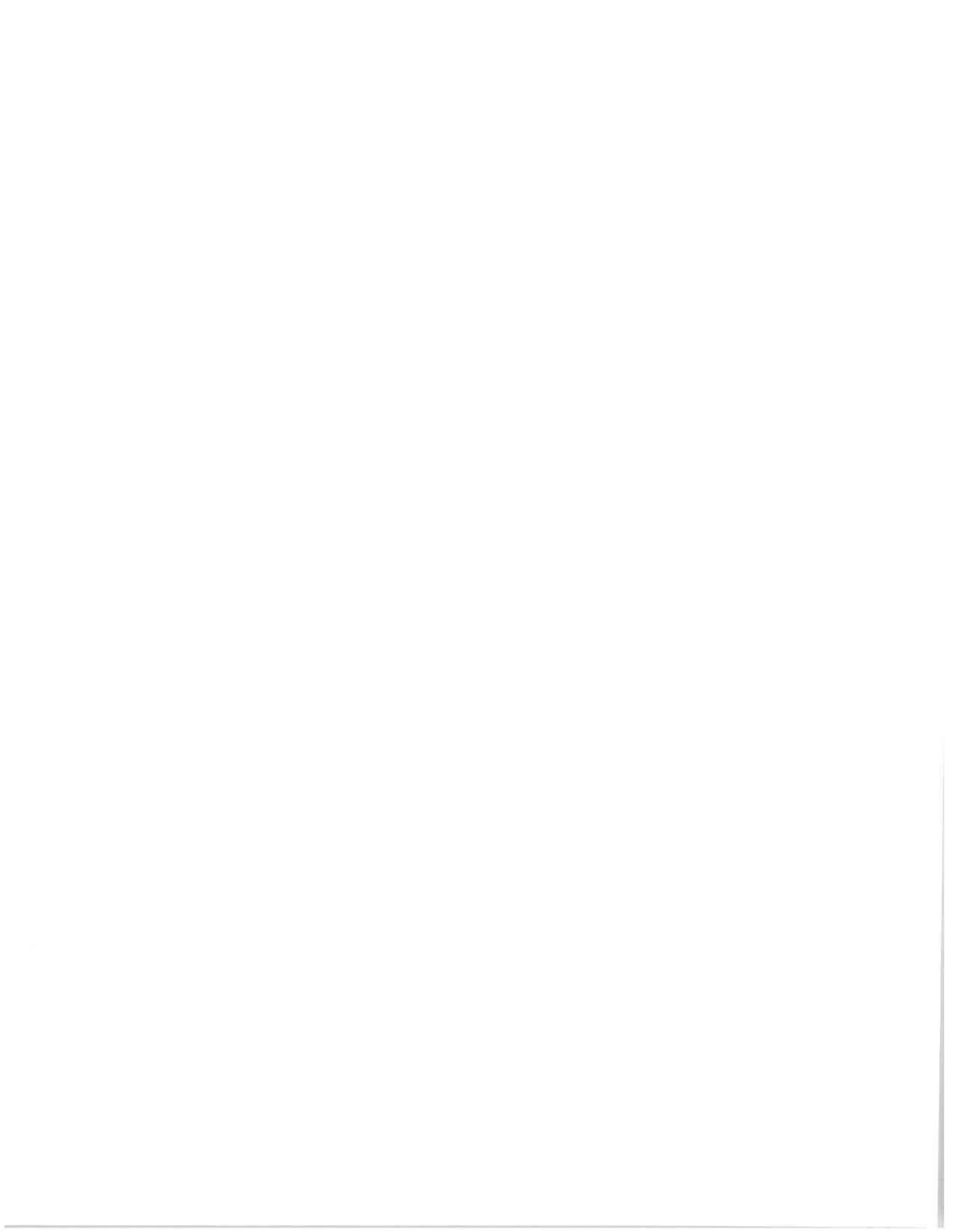
Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number



GENERAL CONDITIONS

8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

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1. CONTRACT DOCUMENTS

- A. All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- B. Contract Documents shall be signed in triplicate by Owner and Contractor.
- C. Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

GC-1

5131-024

D. Detailed Specifications: Construct in accordance with the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2015 plus the General Supplemental Specification; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions.

2. SURETY BOND

A. Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

- A. Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- B. Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- C. Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

- A. Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.
- B. Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- A. Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- B. Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- C. Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- A. In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- A. All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. SHOP DRAWINGS
 - A. Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.
 1. Submit 5 copies of all shop drawing submittals.
 - B. Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.
9. THE ENGINEER
 - A. Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.
10. PLANS AND SPECIFICATIONS
 - A. Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.
 - B. Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.
 - C. Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.
11. INTERPRETATION OF PLANS AND SPECIFICATIONS
 - A. Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.
 - B. Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

12. LINE AND GRADE

- A. Engineer shall provide stakes showing line and grade from bench marks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.
- B. Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

13. DECISIONS BY ENGINEER

- A. Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

14. WORKMANSHIP AND MATERIALS

- A. All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment. All materials incorporated into the project must come from Iowa DOT approved sources.
- B. In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- C. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.
- D. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.

- E. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- F. When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- G. Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- H. Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- I. Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

- A. All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- B. Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.
- C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- D. Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- A. Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.
- B. Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.
- C. Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

17. TESTS

- A. Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- B. All testing must conform to the Iowa DOT standards. Contractor to perform air, slump and cylinder tests for each pour.
- C. Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- D. Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

18. TIME

- A. Contractor shall commence work within time specified and shall complete work within time specified in contract.

19. DELAYS

- A. Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.

- B. Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- C. No extension of time shall be valid unless made in writing by Owner.
- D. Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

20. CHANGES

- A. Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.
- B. No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- C. Amount due Contractor shall be adjusted for changes in following manner:
 - 1. Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 2. Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 21.B of "21. EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 3. No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.
 - 4. Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

21. EXTRA WORK

- A. Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than ten percent (10%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.

General Conditions

- B. The term "extra work" as used herein shall not be construed to apply to changes described in "20. CHANGES".
- C. No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- D. Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

22. OWNERSHIP OF MATERIALS

- A. All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

23. OTHER CONTRACTS

- A. Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.
- B. When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- C. To insure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

24. OWNER'S RIGHT TO DO WORK

- A. If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

25. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
1. Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
 2. Receiver is appointed on account of Contractor's insolvency.
 3. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
 4. Contractor fails to make prompt payment to subcontractors for material or labor.
 5. Contractor persistently disregards laws and ordinances or instructions of Engineer.
 6. Contractor violates a provision of contract.
- B. If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- C. If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

26. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

27. PAYMENTS WITHHELD

- A. Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of Contractor to make payments properly to subcontractors or for materials or labor.
 4. A reasonable doubt that contract can be completed for balance then unpaid.
 5. Damage to another contractor.
 6. Claims of Owner for liquidated damages.
- B. Payments shall be made for amounts withheld when above grounds are removed.

28. ACCEPTANCE AND FINAL PAYMENT

- A. When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.
- B. Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

29. SUSPENSION OF WORK

- A. Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.
- B. If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

30. CLEANING UP

- A. Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

31. HAZARDOUS MATERIALS

- A. The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.
- B. The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

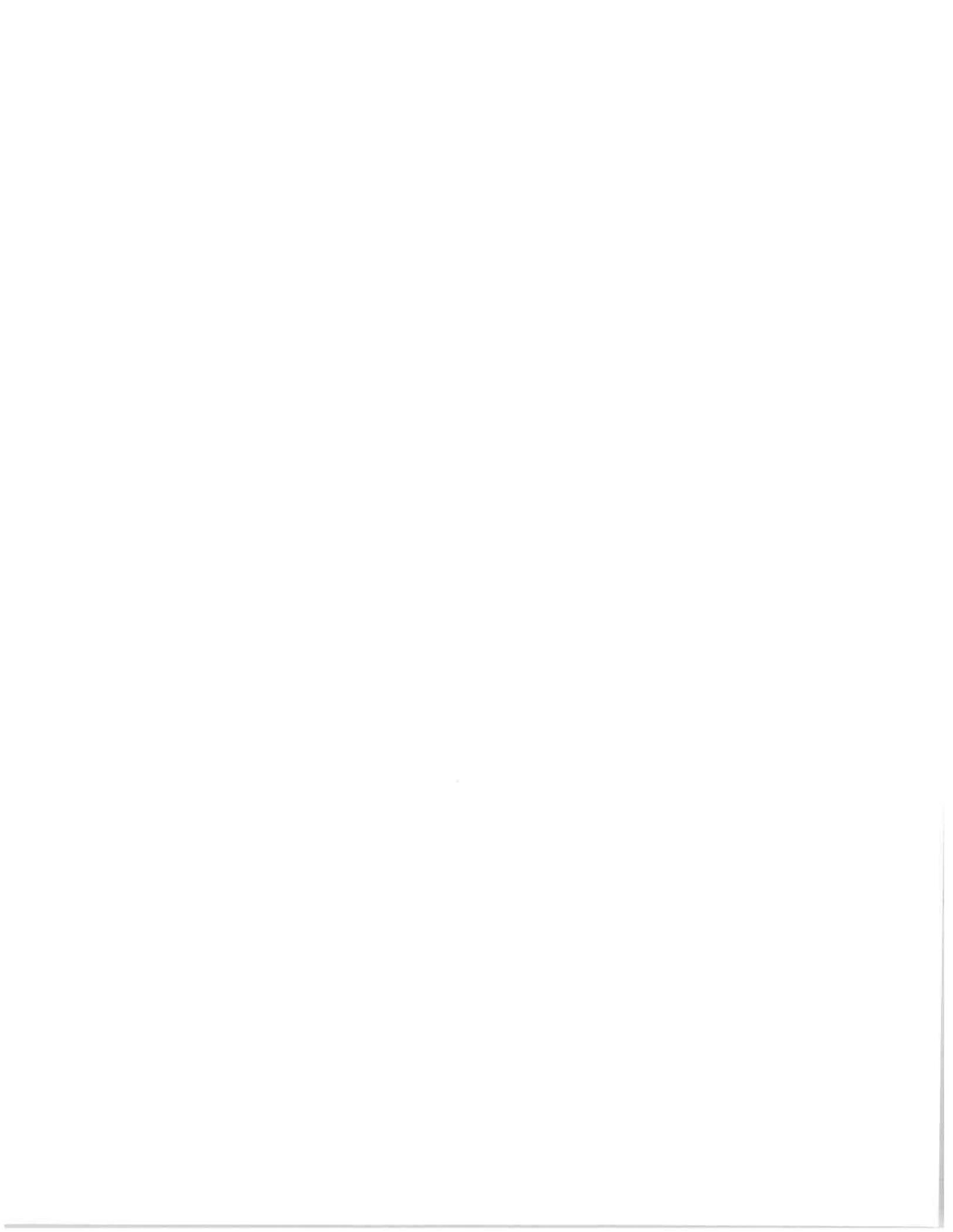
32. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

A. Owner's responsibility:

1. Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

B. Contractor's responsibility:

1. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.
2. Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.



SPECIAL CONDITIONS

INDEX

- | | |
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| 1. INTENT | 8. INSURANCE BY CONTRACTOR |
| 2. LOCATION | 9. EMPLOYMENT PRACTICES |
| 3. RIGHT-OF-WAY | 10. INSPECTION BY STATE AND
FEDERAL PERSONNEL |
| 4. INTERRUPTIONS TO SERVICE | 11. HISTORICAL/ARCHAEOLOGICAL
FINDS |
| 5. SERVICE FACILITIES | 12. LINE AND GRADE |
| 6. STORAGE OF MATERIALS AND
EQUIPMENT | 13. ORDER OF CONSTRUCTION |
| 7. CONSTRUCTION FACILITIES BY
CONTRACTOR | |

1. INTENT

- A. To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- A. Work is located within City limits of Mount Vernon on 8th Avenue.

- B. Transportation facilities:

1. Highway 30.
2. Highway 1.
3. 1st Street West / Mount Vernon Road.

3. RIGHT-OF-WAY

- A. Owner will provide easements for construction on private lands.
- B. Contractor will be provided list of construction easement widths.
- C. Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within right-of-way and easements provided.
- D. Contractor will be held liable by City and adjacent property owners for damages outside right-of-way and easements; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

4. INTERRUPTIONS TO SERVICE

- A. Existing utilities shall remain in substantially continuous operation during construction.
- B. Do work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to a minimum.

5. SERVICE FACILITIES

- A. Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

6. STORAGE OF MATERIALS AND EQUIPMENT

- A. Limited storage space for materials and equipment will be available at project sites and along easements.
- B. Storage areas shall be subject to approval of Owner and Engineer.
- C. Store materials and equipment in manner which will preserve their quality and fitness.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- A. Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- B. Provide suitable storage buildings necessary for proper storage of materials and equipment.
- C. Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- D. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- E. Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

- F. Provide telephone number(s) at which responsible representative of Contractor can be contacted evenings, weekends and holidays in event of emergency.

8. INSURANCE BY CONTRACTOR

- A. Provide and maintain insurance throughout construction period in the following minimum amounts:
1. Workmen's compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 2. Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 3. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
 4. Builders "all-risk" insurance with extended coverage on all work done under the contract including materials delivered to job site for incorporation into complete project in an amount satisfactory to Owner.
 5. Excess liability coverage with limits of not less than \$5,000,000.
 6. Railroad protective liability insurance with a combined single limit of \$2 million per occurrence and \$4 million aggregate.
- B. Provide addendum language attached to the Certificate of Insurance which preserves the Owner's immunities. The addendum language is as follows:

"The Companies affording coverage and the Additional Insured, City of Mount Vernon, Linn County, Iowa expressly agree and state that the purchase of this policy of insurance by the insured and the listing of the City of Mount Vernon as an Additional Insured hereunder to not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and the Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Special Conditions

The Additional Insured 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 Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured 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 Additional Insured."

- C. Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- D. Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.
- E. Owner and Engineer shall be listed as an additional insured by endorsement.
- F. Notification in event of liability damage: upon occurrence of any event, the liability of which is herein assumed, Contractor agrees to forthwith notify Owner, in writing, such happenings, which notice shall forthwith give details as to the happening, cause as far as can be ascertained, estimate of loss or damage done, names of witnesses, if any, and stating amount of any claim.

9. EMPLOYMENT PRACTICES

- A. Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

10. INSPECTION BY STATE AND FEDERAL PERSONNEL

- A. Provide full access and cooperation for inspection of work by representatives of participating State and Federal agencies.

11. HISTORICAL/ARCHAEOLOGICAL FINDS

- A. If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and

Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

12. LINE AND GRADE

- A. Construct to line and grades shown on plans or as specified hereinafter.
- B. Engineer to establish required bench marks and control points as shown on plans.
- C. Contractor will perform detailed survey and staking for location, elevation and grade of construction.
- D. These conditions supersede conflicting provisions of GENERAL CONDITIONS.
- E. Check all detailed surveys and stakeouts; assume full responsibility for accuracy and correctness thereof.
- F. Contract shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
- G. Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

13. ORDER OF CONSTRUCTION

- A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- B. Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.
- C. Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.

Special Conditions

- D. Schedule construction to minimize use of street barricades and detours; clean up each portion of work as it is completed.
- E. Contractor shall close the road for no more than seven (7) consecutive days. The culvert installation and roadway repairs must be completed in that week. Ditch grading, seeding, and rip rap may be finished outside of that week as long as road remains open to traffic.

SC-6

5131-024

PLANS LIST

8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

1. PLANS

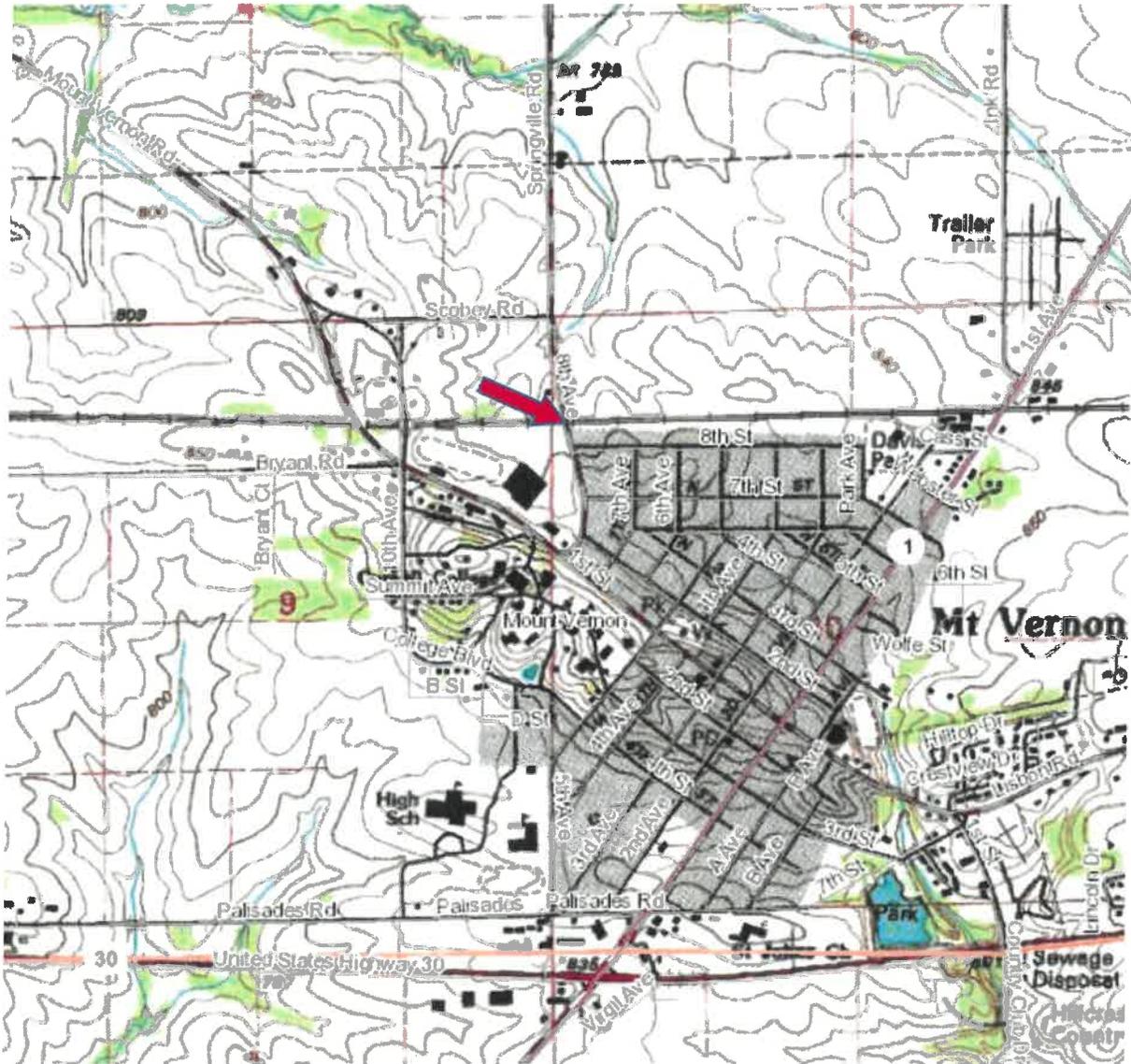
A. The work on 8th Avenue NW Quiet Zone shall conform with the following drawings (bound separately) and Standard Drawings which constitute the "plans" and are an integral part of the Contract Documents.

<u>Title</u>	<u>Drawing Number</u>
Index & Title Sheet	A.01
Details	B.01 – B.03
Quantities & Est. Ref. Information	C.01
Site Plan	D.01
Survey Control Points	G.01
Traffic Control Plan	J.01 – J.02

Location Map

8th Avenue Quiet Zone

Mount Vernon, Iowa



AGENDA ITEM # G - 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: September 16, 2019

AGENDA ITEM: Resolution #9-16-2019C

ACTION: Motion

SYNOPSIS: There were only two bidders for the Quiet Zone project. The Engineer's estimate was just over \$36,000 and both bids were substantially higher. I would point out that our original budget projection for this project was \$75,000. V&K believes the amount of work currently programmed and the size of the project likely contributed to the final bid amounts. Staff is recommending that we move forward with the project as the winning bid is still less than the programmed dollars. We will likely need the crossing as part of the identified detours when Linn County begins the overlay on Mt. Vernon Rd. The winning bid was submitted by PIRC Tobin Construction in the amount of \$66,245.

BUDGET ITEM: Bond Proceeds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #9-16-2019C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/13/19

RESOLUTION NO. #9-16-2019C

**RESOLUTION MAKING AWARD OF THE
CONSTRUCTION BID FOR
INFRASTRUCTURE IMPROVEMENTS
FOR THE
8TH AVE NW QUIET ZONE PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON,
IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 8th Ave NW Quiet Zone Project, described in the plans and specifications, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Quiet Zone Project

Contractor: PIRC Tobin Construction, Inc.

Amount of Bid: \$66,245

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements known as the 8th Ave NW Quiet Zone Project, said contract not to be binding on the City until approved by this Council.

Section 3. Bid alternates (if any) identified within this package may be accepted within this award or may be considered at a future date as a change order with prior approval by the Council.

PASSED and ADOPTED this 16th day of September, 2019.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk



VEENSTRA & KIMM, INC.

860 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

September 13, 2019

Chris Nosbisch
City Administrator
City of Mount Vernon
213 First Street West
Mount Vernon, Iowa 52314

MOUNT VERNON, IOWA
8th AVENUE NW QUIET ZONE
RECOMMENDATION TO AWARD CONTRACT
BID TAB

The City of Mount Vernon received bids until 2:00 p.m., September 12, 2019 for the 8th Avenue NW Quiet Zone. A total of two bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
Pirc Tobin Construction, Inc.	\$66,245.00
Boomerang Corp.	\$81,440.00

The apparent low bid for the project was submitted by Pirc Tobin Construction, Inc. with its bid in the amount of \$66,245.00. We have enclosed one copy of our certified bid tabulation for your use. Veenstra & Kimm, Inc. has examined the bidding documents and they appear in order.

Veenstra & Kimm, Inc. believes Pirc Tobin Construction, Inc. has sufficient experience and resources to complete the project within the contract time. We recommend that the City of Mount Vernon award the construction contract to Pirc Tobin Construction, Inc. in the amount of the bid of \$66,245.00.

If you have any questions or comments concerning the project, please contact us at (319) 466-1000.

VEENSTRA & KIMM, INC.

Leland Belding
LJB:mmc
5131-024
Enclosures



BID TABULATION
8th AVENUE NW QUIET ZONE
MOUNT VERNON, IOWA

Bid No. 1 Bid No. 2
 Pirc Tobin Construction, Inc. Boomerang Corp.
 P.O. Box 160 12536 Buffalo Road
 Alburnett, IA 52202 Anamosa, IA 52205

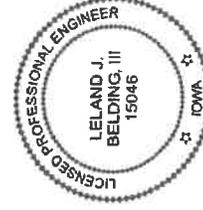
Project: Construct 8th Avenue NW Quiet Zone for the following unit and lump sum prices:

Item No.	Item Code	Description	Unit	Estimated Quantities	Unit Price	Extended Price	Unit Price	Extended Price
1	2105-8425005	Topsoil, Furn + Spread	CY	20	\$ 80.00	\$ 1,600.00	\$ 20.00	\$ 400.00
2	2115-0100000	Modified Subbase	CY	8	\$ 250.00	\$ 2,000.00	\$ 30.00	\$ 240.00
3	2301-1033080	Std/S-F PCC Pav't, Cl C Cl 3, 8"	SY	20	\$ 200.00	\$ 4,000.00	\$ 120.00	\$ 2,400.00
4	2301-4874006	Median, Dowelled PCC	SY	48	\$ 250.00	\$ 12,000.00	\$ 180.00	\$ 8,640.00
5	2435-0250700	Intake, SW-507	Ea.	2	\$ 4,000.00	\$ 8,000.00	\$ 6,000.00	\$ 12,000.00
6	2510-6745850	Rmvl of Pav't	SY	67	\$ 125.00	\$ 8,375.00	\$ 65.00	\$ 4,355.00
7	2524-9275100	Wood Post-Type A/B Sign, 4"X4"	LF	24	\$ 55.00	\$ 1,320.00	\$ 5.00	\$ 120.00
8	2524-9325001	Type A Sign, Sheet Alum	SF	24	\$ 25.00	\$ 600.00	\$ 20.00	\$ 480.00
9	2526-8285000	Construction Survey	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
10	2527-9263109	Painted Pav't Mark, Waterborne/Solvent	Sta	32.2	\$ 125.00	\$ 4,025.00	\$ 25.00	\$ 805.00
11	2528-8445110	Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00
12	2528-8445113	Flagger	Ea.	10	\$ 150.00	\$ 1,500.00	\$ 300.00	\$ 3,000.00
13	2533-4980005	Mobilization	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 43,000.00	\$ 43,000.00
14	2601-2634100	Mulch	Acre	0.1	\$ 750.00	\$ 75.00	\$ 10,000.00	\$ 1,000.00
15	2601-2636044	Seed + Fertilize (Urban)	Acre	0.1	\$ 12,500.00	\$ 1,250.00	\$ 10,000.00	\$ 1,000.00
					Total Bid (Items 1-15)	\$ 66,245.00		\$ 81,440.00

I hereby certify that this is a true tabulation of bids received on September 12, 2019 by the City of Mount Vernon, Iowa for the 8th Avenue NW Quiet Zone.

Leland J. Belding III., P.E.
 Iowa License No. 15046

My license renewal date is December 31, 2019



OFFICE OF
GUY P. BOOTH

ATTORNEY AT LAW
425 SECOND STREET S.E., SUITE 1010
CEDAR RAPIDS, IOWA 52401
(319) 366-7795 / FAX: (319) 366-4551
EMAIL: GBOOTH@I010CRLAW.COM

AN ASSOCIATION OF SOLE PRACTITIONERS

GUY P. BOOTH
GARY J. SHEA
MICHAEL K. LAHAMMER
ZACHARY D. CROWDES
RAPHAEL SCHEETZ

MOUNT VERNON OFFICE:

224 FIRST STREET WEST
MOUNT VERNON, IA 52314
(319) 895-8150

September 11, 2019

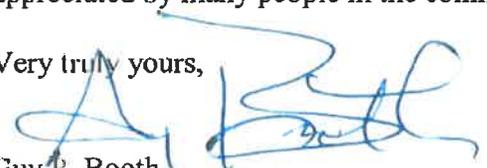
Mayor Jamie Hampton
jhampton@cityofmtvernon-ia.gov

Dear Mayor Hampton:

I was so pleased to see the notice of public hearing on approval of the application for establishment of a quiet zone at the 8th Avenue railroad tracks. As you know, many people in Mount Vernon feel that establishing a quiet zone at 8th Avenue will have a substantially positive impact, not only on quality of life for the community, but also a positive impact for the students and faculty at Cornell College. The economic impact will cause immediate increase in the value of taxable real estate. It will also encourage the prospect of development on the north side of the tracks. I know the City has spent a good deal of time and deliberation coming to this point. It is an expense that is well worth the investment. Thank you for proceeding with this project.

I am writing this letter of support because I will be out of town on the 16th. I wanted to make sure that you and the City Council know that your moving ahead on this project is appreciated by many people in the community.

Very truly yours,


Guy P. Booth

GPB/jcb

AGENDA ITEM # G - 4

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: September 16, 2019

AGENDA ITEM: Resolution #9-16-2019D

ACTION: Motion

SYNOPSIS: We have received the necessary bonds and documents needed to move forward with the security package install by Tri-City Electric.

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #9-16-2019D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/13/19

RESOLUTION NO. 9-16-2019D

**RESOLUTION APPROVING CONTRACT AND BOND
FOR
MOBILIZATION AND CONSTRUCTION
OF THE SECURITY PACKAGE
FOR THE
THE LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER
TO
TRI-CITY ELECTRIC**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON,
IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SECURITY PACKAGE FOR THE LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER PROJECT and described more specifically in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

MOBILIZATION AND CONSTRUCTION

Contractor: Tri-City Electric.

Amount of Bid: \$94,635

Surety: United Fire and Casualty Company
118 Second Avenue SE
Cedar Rapids, Iowa 52407

All labor and materials needed to complete the work identified as Mobilization and Construction work for the Security Package for the Lester Buresh Family Community Wellness Center building improvements.

PASSED and ADOPTED this 16th day of September, 2019.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, 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 Fifteenth day of August in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Jamie Hampton
Mayor
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

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

Tri-City Electric
6225 N Brady Street
Davenport, Iowa 52806

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

Lester Buresh Family Community Wellness Center – Security Package
855 Palisades Road SW
Mount Vernon, Iowa 52314

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

OPN Architects, Inc
24 ½ South Clinton Street
Iowa City, Iowa 52240

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:

(1147425609)

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.

Init.

§ 3.3 Substantial Completion

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

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

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

By the following date: November 15, 2019

§ 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
Not applicable	

§ 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 Ninety four thousand, six hundred thirty five dollars (\$ 94,635), 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
None	

§ 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
None		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
None	

§ 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)
None		

§ 4.5 Liquidated damages, if any:

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

None

Init.

§ 4.6 Other:

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

None

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:

None

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following 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.

Init.

§ 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.)

5%

§ 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.)

None

§ 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.)

None

§ 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.)

None

§ 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:

None

§ 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.)

%

Init.

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.)

§ 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.)

§ 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)

Chris Nosbisch, City Administrator
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

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

Kirby Zam - CFO
Tri-City Electric
6225 N Brady Street
Davenport, Iowa 52806

§ 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 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

None

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.)

N/A

- .5 Drawings

Number	Title	Date
C100	Cover Sheet	6/4/19
TS111	Level 1 Security Plan	6/4/19
TS112	Level 2 Security Plan	6/4/19
TS500	Security Sched & Details	6/4/19
TS501	Security Sched & Details	6/4/19

Init.

.6 Specifications

Section	Title	Date	Pages
Division 00	Procurement and Contracting Requirements	6/4/19	46
Division 01	General Requirements	6/4/19	52
Division 28	Electronic Safety and Security	6/4/19	18

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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 E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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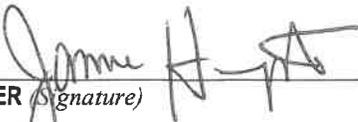
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions for AIA A201-2017	6/4/19	6

.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)*
Jamie Hampton
Mayor, City of Mount Vernon

(Printed name and title)



CONTRACTOR *(Signature)*
Kirby Zam
Tri-City Electric

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:34:29 ET on 08/22/2019.

PAGE 1

AGREEMENT made as of the Fifteenth day of August in the year Two Thousand Nineteen

...

Jamie Hampton
Mayor
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

...

Tri-City Electric
6225 N Brady Street
Davenport, Iowa 52806

...

Lester Buresh Family Community Wellness Center – Security Package
855 Palisades Road SW
Mount Vernon, Iowa 52314

...

OPN Architects, Inc
24 ½ South Clinton Street
Iowa City, Iowa 52240

PAGE 2

[X] The date of this Agreement.

PAGE 3

[X] By the following date: November 15, 2019

...

Not applicable

...

§ 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 Ninety four thousand, six hundred thirty five dollars (\$ 94,635), subject to additions and deductions as provided in the Contract Documents.

...

None

...

None

...

None

...

None

...

None

PAGE 4

None

...

None

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following 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.

PAGE 5

5%

...

None

...

None

...

None

...

None

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Chris Nosbisch, City Administrator
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

PAGE 7

Kirby Zam - CFO
Tri-City Electric
6225 N Brady Street
Davenport, Iowa 52806

...

None

...

N/A

...

<u>C100</u>	<u>Cover Sheet</u>	<u>6/4/19</u>	
<u>TS111</u>	<u>Level 1 Security Plan</u>	<u>6/4/19</u>	
<u>TS112</u>	<u>Level 2 Security Plan</u>	<u>6/4/19</u>	
<u>TS500</u>	<u>Security Sched & Details</u>	<u>6/4/19</u>	
<u>TS501</u>	<u>Security Sched & Details</u>	<u>6/4/19</u>	

PAGE 8

<u>Division 00</u>	<u>Procurement and Contracting Requirements</u>	<u>6/4/19</u>	<u>46</u>
<u>Division 01</u>	<u>General Requirements</u>	<u>6/4/19</u>	<u>52</u>
<u>Division 28</u>	<u>Electronic Safety and Security</u>	<u>6/4/19</u>	<u>18</u>

...

<u>00 73 00</u>	<u>Supplementary Conditions for AIA A201-2017</u>	<u>6/4/19</u>	<u>6</u>
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PAGE 9

Jamie Hampton
Mavor, City of Mount Vernon

Kirby Zam
Tri-City Electric

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:34:29 ET on 08/22/2019 under Order No. 2319188452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifteenth day of August in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Lester Buresh Family Community Wellness Center – Security Package
855 Palisades Road SW
Mount Vernon, Iowa 52314

THE OWNER:
(Name, legal status and address)

Jamie Hampton
Mayor
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

THE CONTRACTOR:
(Name, legal status and address)

Kirby Zam
CFO
Tri-City Electric
6255 N Brady Street
Davenport, Iowa 52806

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section

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.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Init.

A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

Init.

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04, and for Owner's board members, employees and agents is primary and non-contributory, CG 20 01

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate,

Init.

and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- .6 damages for Premises Rented to the Insured with not less than a one hundred thousand dollar (\$100,000) limit.
- .7 medical payments and expenses with not less than a five thousand dollar (\$5,000) limit.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

A.3.2.2.3 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:

- .1 ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.
- .2 ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Owner.
- .3 Governmental Immunities Endorsement (see attachment).

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. Policy may be a single limit of one million dollars (\$1,000,000) -OR- limits of not less than one million dollars (\$1,000,000) for Bodily Injury (per person) and one million dollars (\$1,000,000) for Bodily Injury (per accident) and one million dollars (\$1,000,000) for Property Damage. Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

- .1 Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.
- .2 Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Owner.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

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primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits. Workers Compensation shall include the following endorsement: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Owner.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit. Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate. Pollution Liability shall 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 the Owner's property.~~

KC2
8-27-19

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.~~

KC2
8-27-19

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.~~

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to

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purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- § A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Umbrella or Excess Liability

Limits

Five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate limit.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Init.

Additions and Deletions Report for AIA® Document A101™ – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:32:29 ET on 08/16/2019.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifteenth day of August in the year Two Thousand Nineteen

...

Lester Buresh Family Community Wellness Center – Security Package
855 Palisades Road SW
Mount Vernon, Iowa 52314

...

(Name, legal status and address)

Jamie Hampton
Mayor
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

...

Kirby Zam
CFO
Tri-City Electric
6255 N Brady Street
Davenport, Iowa 52806

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§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04-04, and for Owner's board members, employees and agents is primary and non-contributory, CG 20 01

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- .6 damages for Premises Rented to the Insured with not less than a one hundred thousand dollar (\$100,000) limit.
- .7 medical payments and expenses with not less than a five thousand dollar (\$5,000) limit.

...

A.3.2.2.3 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:

- .1 ISO endorsement CG 25 03 or equivalent endorsement. Designated Construction Project(s) General Aggregate Limit.
- .2 ISO endorsement CG 24 04 or equivalent endorsement. Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Owner.
- .3 Governmental Immunities Endorsement (see attachment).

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. Policy may be a single limit of one million dollars (\$1,000,000) -OR- limits of not less than one million dollars (\$1,000,000) for Bodily Injury (per person) and one million dollars (\$1,000,000) for Bodily Injury (per accident) and one million dollars (\$1,000,000) for Property Damage. Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

- .1 Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.
- .2 Include ISO endorsement CA 04 44 or equivalent endorsement. Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Owner.

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§ A.3.2.5 Workers' Compensation at statutory limits. Workers Compensation shall include the following endorsement: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Owner.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit. Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

...

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate. Pollution Liability shall 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 the Owner's property.

...

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

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[] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

...

[] § A.3.3.2.6 Other Insurance

...

Umbrella or Excess Liability

Five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate limit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2019

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 Hub International Iowa dba Ruhl & Ruhl Insurance 212 Brady Street; Suite 4B Davenport IA 52801	CONTACT NAME: Laura Foust, CPCU, AAI, CRIS, CISR PHONE (A/C No, Ext): 563 823 6734 E-MAIL ADDRESS: laura.foust@hubinternational.com	FAX (A/C, No): 866-873-6117
	INSURER(S) AFFORDING COVERAGE	
INSURED TRI-ELE-02 Tri-City Electric Company of Iowa 6225 North Brady Street Davenport IA 52806	INSURER A : United Fire & Casualty	NAIC # 13021
	INSURER B : Old Republic Insurance Company	24147
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 109568918

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		60458680	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60458680	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		60458680	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	MWC307190	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Leased/Rented Equipment		60458680	4/1/2019	4/1/2020	Limit	\$2,000,000
						Limit	\$500,000

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

RE: Lester Buresh Family Community Wellness Center - Security Package

City of Mount Vernon is included as an additional insured under General Liability and Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions on a primary and non-contributory basis. A Waiver of subrogation applies to the Workers Compensation, General Liability and Automobile Liability policies in favor of the additional insureds when agreed in a written contract, subject to policy terms, conditions and exclusions. The Umbrella follows form. General Liability endorsement IL7084 -Governmental Immunities Endorsement has been endorsed for the City of Mount Vernon.

CERTIFICATE HOLDER**CANCELLATION**

City of Mount Vernon
 213 First Street NW
 Mount Vernon IA 52314

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2019

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 Hub International Iowa dba Ruhl & Ruhl Insurance 212 Brady Street; Suite 4B Davenport IA 52801	CONTACT NAME: Laura Foust, CPCU, AAI, CRIS, CISR PHONE (A/C, No, Ext): 563 823 6734 E-MAIL ADDRESS: laura.foust@hubinternational.com	FAX (A/C, No): 866-873-6117
	INSURER(S) AFFORDING COVERAGE	
INSURED TRI-ELE-02 Tri-City Electric Company of Iowa 6225 North Brady Street Davenport IA 52806	INSURER A: United Fire & Casualty NAIC #: 13021	
	INSURER B: Old Republic Insurance Company NAIC #: 24147	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 109568918 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		60458680	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60458680	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ ()		60458680	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	MWC307190	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Installation Floater Leased/Rented Equipment		60458680	4/1/2019	4/1/2020	Limit	\$2,000,000
						Limit	\$500,000

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

RE: Lester Buresh Family Community Wellness Center - Security Package
City of Mount Vernon is included as an additional insured under General Liability and Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions on a primary and non-contributory basis. A Waiver of subrogation applies to the Workers Compensation, General Liability and Automobile Liability policies in favor of the additional insureds when agreed in a written contract, subject to policy terms, conditions and exclusions. The Umbrella follows form. General Liability endorsement IL7084 -Governmental Immunities Endorsement has been endorsed for the City of Mount Vernon.

CERTIFICATE HOLDER

CANCELLATION

City of Mount Vernon
213 First Street NW
Mount Vernon IA 52314

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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 **AIA** Document A312™ – 2010

Performance Bond Bond No.54227831

CONTRACTOR:
(Name, legal status and address)
Tri-City Electric Company of Iowa
6225 N. Brady Street
Davenport, IA 52806

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407

OWNER:
(Name, legal status and address)
City of Mount Vernon, Iowa
213 First Street NW
Mount Vernon, IA 52314

CONSTRUCTION CONTRACT
Date: August 15th 2019

Amount: **Ninety-four Thousand Six Hundred Thirty-five And No/100 (\$94,635.00)**

Description: **Lester Buresh Family Community Wellness Center - Security Package 855 Palisades Road SW, Mount Vernon, Iowa 52314**
(Name and location)

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: August 26th, 2019
(Not earlier than Construction Contract Date)

Amount: **Ninety-four Thousand Six Hundred Thirty-five And No/100 (\$94,635.00)**

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Tri-City Electric Company of Iowa,

SURETY
Company: *(Corporate Seal)*
United Fire & Casualty Company

Signature: 
Name Kirby Zam,
and Title: Secretary/Chief Financial Officer
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 
Name Stacy A. Banfield
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Ruhl & Ruhl Insurance
212 Brady Street, Suite 4B
Davenport, IA 52801

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

OPN Architects, Inc.
24 1/2 South Clinton Street
Iowa City, IA 52240

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document A312™ - 2010

Payment Bond Bond No. 54227831

CONTRACTOR:
(Name, legal status and address)
Tri-City Electric Company of Iowa
6225 N. Brady Street
Davenport, IA 52806

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407

OWNER:
(Name, legal status and address)
City of Mount Vernon, Iowa
213 First Street NW
Mount Vernon, IA 52314

CONSTRUCTION CONTRACT
Date: August 15th, 2019

Amount: **Ninety-four Thousand Six Hundred Thirty-five And No/100 (\$94,635.00)**

Description: **Lester Buresh Family Community Wellness Center - Security Package 855 Palisades Road SW, Mount Vernon, Iowa 52314**
(Name and location)

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

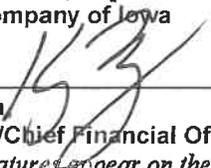
BOND
Date: August 26th, 2019
(Not earlier than Construction Contract Date)

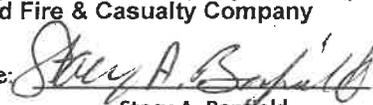
Amount: **Ninety-four Thousand Six Hundred Thirty-five And No/100 (\$94,635.00)**

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Tri-City Electric Company of Iowa

SURETY
Company: *(Corporate Seal)*
United Fire & Casualty Company

Signature: 
Name Kirby Zam
and Title: Secretary/Chief Financial Officer
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 
Name Stacy A. Banfield
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Ruhl & Ruhl Insurance
212 Brady Street, Suite 4B
Davenport, IA 52801

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

OPN Architects, Inc.
24 1/2 South Clinton Street
Iowa City, IA 52240

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.