

NOTICE IS HEREBY GIVEN THAT THE JESUP CITY COUNCIL WILL MEET IN REGULAR SESSION ON TUESDAY, NOVEMBER 1, 2016, AT 7:00 O'CLOCK P.M., JESUP CITY HALL, 791 6TH STREET, JESUP, IOWA

PLEASE SILENCE CELL PHONES, PDA'S, ETC. DURING SESSION; THE COUNCIL WILL ADDRESS AGENDA ITEMS AND MAY TAKE ACTION

TENTATIVE AGENDA
NOVEMBER 1, 2016

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF AGENDA
5. APPROVE CONSENT AGENDA: ALL ITEMS ON THE CONSENT AGENDA WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THOSE ITEMS UNLESS A REQUEST IS MADE PRIOR TO THE TIME THE CITY COUNCIL VOTES ON THE MOTION ITEMS
 - a) ACCEPT THE MINUTES OF THE OCTOBER 11 AND 18, 2016 CITY COUNCIL MEETINGS
 - b) ACCEPT THE CITY CLERK/TREASURER REPORTS AS OF OCTOBER 28, 2016 AND PLACE ON FILE
 - c) APPROVE THE CITY EXPENDITURES AS PRESENTED AND GIVE DIRECTION TO PROCESS AND PAY
 - d) APPROVE LIQUOR LICENSE APPLICATION – DOLLAR GENERAL
 - e) APPROVE TOBACCO RETAIL APPLICATION – DOLLAR GENERAL
 - f) RESOLUTION APPROVING PAY REQUEST #4 5TH & CHURCH STREET WATER & SEWER IMPROVEMENTS PROJECT
6. PUBLIC HEARING ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$350,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS
 - A. RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$350,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS
7. PUBLIC HEARING ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$1,625,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS
 - A. RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,625,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS
8. CITIZEN'S INPUT – PLEASE LIMIT COMMENTS TO 3 MINUTES
9. PUBLIC SAFETY (POLICE, FIRE, AMBULANCE, BUILDING)
 - A. DEPARTMENTAL REPORTS
 - B. STRUXTURE ARCHITECTURE CONTRACT
 - C. TERRACON SOIL BORING PROPOSAL
 - D. APPROVE PROPOSED CONSENT DECREE
10. CULTURE & RECREATION (LIBRARY & PARKS)
 - A. DEPARTMENT REPORT
11. PUBLIC WORKS (STREETS, WATER, SEWER)
 - A. DEPARTMENTAL REPORTS
 - B. INRCOG SOURCE WATER PROTECTION PLANNING
 - C. PURCHASE OF LAWN MOWERS
12. CITY ADMINISTRATION
 - A. MUNICIPAL ADVISORY SERVICES AGREEMENT D.A. DAVIDSON – LOSST REVENUE BOND
 - B. UNIFORM RENTAL SERVICE PROPOSALS
13. ADJOURN.

CITY COUNCIL
OCTOBER 11, 2016

Jesup City Council met in special session on Tuesday, October 11, 2016, at 5:30 p.m. in the Jesup City Hall Community Room, 791 6th Street, Jesup, Iowa for a council work session.

Mayor Larry Thompson called the meeting to order at 5:30 p.m.

Members present: Russ Solomon, Dawn Vogel, Richard Mott and Melissa Trumbauer.

Absent: Jill Chemin.

Motion by Trumbauer, seconded by Mott to approve the agenda. Motion carried 4:0.

Mayor Thompson reviewed Public Works Director's memo regarding the current contract with StruXture Architects for schematic designs. Even reported in the memo that although the council voted to amend the original contract and terminate all other services with StruXture for \$18,890.00, StruXture is interested in continuing to work with the City of Jesup on the emergency services facility and if a new contract is signed, the \$18,890.00 could be applied to StruXture's overall fee, which would be 7.75% of the total estimated construction cost. The Mayor reported due to StruXture's schedule, letting of bids could be held up until February, but this would outweigh the additional work and cost of switching architects at this stage of the project. StruXture indicated they could have a new agreement prepared for approval at the October 18, 2016 council meeting.

The council members reviewed a timeline for financing, design and construction of the emergency services facility going forward. The Council agreed with the timeline.

Budget work sessions were scheduled for October 24th and 28th, 5:30 p.m.

Motion by Trumbauer, seconded by Vogel, to adjourn the meeting. Motion carried 4:0. Meeting adjourned at 6:05 p.m.

Larry Thompson
Mayor

Attest:

LeAnn M. Even, CMC, ICMC, CFO
City Clerk/Treasurer

CITY COUNCIL
OCTOBER 18, 2016

Jesup City Council met in regular session on Tuesday, October 18, 2016, at 7:00 o'clock p.m. in the Jesup City Hall Council Chambers, 791 6th Street, Jesup, Iowa. Mayor Larry Thompson in the Chair. Roll Call: Solomon, Chemin, Vogel, Mott and Trumbauer.

Vogel/Mott

that the Agenda, as proposed, for the Regular Session on Tuesday, October 18, 2016, at 7:00 p.m. be accepted and approved. Voice vote-Ayes: Five. Motion carried.

Vogel/Mott

that the Council approve and adopt the following items on the consent agenda: 1. Approve the minutes of the October 3rd and 4th, 2016 City council meetings. 2. Approve the claims as presented and give direction to process and pay. 3. Approve Resolution **2016-21** Application for Tax Abatement (Morarend). 4. Approve Resolution **2016-22** Application for Tax Abatement (Meyers). 5. Approve Resolution **2016-23** Application for Tax Abatement (Malansky). 6. Approve liquor license application (The Farmer's Wife). 7. Approve Dairy Kone Halloween Bonfire. Roll Call vote - Ayes: Five. Motion carried.

CLAIMS PRESENTED TO THE CITY COUNCIL FOR OCTOBER 18, 2016

WARRANTS WRITTEN SINCE THE OCTOBER 4, 2016 MEETING:

Jesup Land Improvement	Pay Req #6 - 4th, 5th and Purdy Phase III	77,912.54
Ray's Excavating	Pay Req #3 - 5th & Church Street	34,323.50
Jesup Postmaster	October water bills - WA, WW	292.06
Accounts Payable	Payroll ACH - 10-15-16	16,582.50
IPERS	City & employees share, retirement	7,384.78
Treasurer, State of Iowa	State payroll withholding tax	1,862.00
AFLAC	Employee paid insurance	443.06
Teamsters Local 238	Police Union Dues	169.00
Wellmark	City and employee share - Blue Cross Blue Shield	11,742.91
Bank Iowa	Payroll taxes - Federal, Medicare, Social Security	5,904.11
Hartford Life Insurance	Life Insurance	144.76

CLAIMS PRESENTED FOR OCTOBER 18, 2016

ADVANCE AUTO PARTS	FILTERS - PD	31.37
ADVANCED SYSTEMS	COPIER CONTRACT,LASERFICHE - CH	3,719.14
AHLERS LAW FIRM	FUNDING OPTIONS-EMERGENCY SRVCS	365.00
B & B FARMSTORE	LAWN SEED - ST	194.49
BLACK HAWK COUNTY TREASURER	EDACS FEES - FD, AMB	55.10
BLACK HAWK WASTE DISPOSAL	SEPTEMBER RECYCLING	697.00
BMC AGGREGATES	ROCK - 1ST ST RAILROAD	80.94
BONNIE CORKERY	RETURN WATER DEPOSIT	115.35
CARED SERVICES	BOOKS,HOTELS,TONER-CH,WA,WW,LIB,PD	2,469.32
CINTA'S	MEDICAL SUPPLIES - ST	83.08
CJ COOPER	DRUG TEST - WA	35.00
CN RAILWAY COMPANY	PROGRESS BILL #1 - 1ST ST RAILROAD	1,970.52
CONSOLIDATED ENERGY	FUEL FILTER - ST	34.45
FEHR GRAHAM	ENGINEERING-5TH,CHURCH,CHRISTOPHER	3,300.00
GALLS, INC	UNIFORM ALLOWANCE - PD	138.03
HALSEY HAVLIK	RETURN WATER DEPOSIT	72.95
HOME DEPOT	PVC PIPE - 1ST ST RAILROAD PROJECT	53.27
INTER.INSTITUTE OF MUNICIPAL CLERKS	DUES - CH	160.00
IOWA ONE CALL	LOCATES - WA	48.60

JEREMY DELAGARDELLE	RETURN WATER DEPOSIT	83.50
JESUP FOOD CENTER	BULBS,BATTERIES,ASPIRIN - AMB	20.54
JESUP MOTOR SUPPLY	FILTERS,BULBS - ST	56.39
JESUP POSTMASTER	STAMPS - ALL	564.00
KEYSTONE LABORATORIES	WATER,WASTEWATER ANALYSIS	735.00
KWIK TRIP	FUEL - ALL	1,488.83
LYNCH DALLAS	LEGAL FEES - CH	726.18
MAURER TREE SERVICE	TREE REMOVAL - ST	250.00
MCCLURE ENGINEERING	FLOW MONITORING STUDY - WW	2,920.00
MID AMERICAN RESEARCH CHEMICAL	DEGREASER - WW	5,137.00
MIDWEST BREATHING AIR	QUARTERLY AIR TEST - FD	118.80
PANAMA TRANSFER	FREIGHT, DEGREASER - WW	100.30
PAUL NIEMANN CONSTRUCTION	ROCK - 1ST ST RAILROAD	2,641.73
PCC	ELECTRONIC CLAIMS FEES - AMB	480.33
POWER PLAN	FILTERS - ST	95.78
POWER STUMP REMOVAL	STUMP REMOVAL - PARKS, ST	450.00
PRODUCTIVITY PLUS	ENGINE REPAIR - ST	2,711.48
RITE PRICE OFFICE SUPPLY	BAGS, TOILET PAPER - CH	82.88
ROBERTS, STEVENS, PRENDERGAST	LEGAL FEES - CH, PD,WW	1,360.00
SUMMIT FIRE PROTECTION	ANNUAL SPRINKLER INSPECTION - CH	290.00
SUPERIOR WELDING	OXYGEN - AMB	40.00
THOMAS ELECTRIC MOTOR	MOTORS - WW	370.80
TOP GRADE EXCAVATING	1ST STREET RAILROAD PROJECT	31,300.00
UNITY POINT HEALTH	PHYSICAL - PD	216.00
UTILITY EQUIPMENT COMPANY	VALVE WRENCH - WA	120.00
VISU-SEWER	CLEANING - WW	17,270.60
TOTAL		83,253.75

CITIZEN'S INPUT

Several citizens made positive commented regarding the 1st Street Railroad Crossing Project .

PUBLIC SAFETY

Vogel/Trumbauer

that the mayor and city attorney begin negotiating an agreement with Struxture Architects, for review and approval of the Council. Voice Vote. Ayes: Five. Motion carried.

Trumbauer/Vogel

that council approve the Bond Council Engagement Agreement with Ahlers & Cooney re: 2016 Local Option Sales and Services Tax Revenue Bonds. . Roll Call Vote. Ayes: Five. Motion carried.

Mayor Thompson explained the break-out for the local option sales tax bonding issue.

Trumbauer/Vogel

that council approve the Disclosure Council Engagement Agreement with Ahlers & Cooney re: 2016 Local Option Sales and Services Tax Revenue Bonds. . Roll Call Vote. Ayes: Five. Motion carried.

Trumbauer/Vogel

that "Resolution setting public hearing date, November 1, 2016, on the issuance of not to exceed \$350,000 local option sales and service tax revenue bonds", be adopted. Roll-call vote – Ayes: Five. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. **2016-24**.

Trumbauer/Vogel

that "Resolution setting public hearing date, November 1, 2016, on the issuance of not to exceed \$1,625,000 local option sales and service tax revenue bonds", be adopted. Roll-call vote – Ayes: Five. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. **2016-25**.

PUBLIC WORKS

Trumbauer/Mott

that Change Order #4 – 5th & Church Street Reconstruction Phase II Project, be adopted. Roll-call vote – Ayes: Five. Motion carried.

Trumbauer/Vogel

that the council adjourn the meeting at 7:16 p.m. Voice vote-Ayes: Five. Motion carried.

LeAnn M. Even, CMC, ICMC, CFO
City Clerk/Treasurer

CITY OF JESUP
 REVENUE & EXPENSE REPORT
 CALENDAR 10/2016, FISCAL 4/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	62,750.48	315,986.90	1,323,156.00	1,007,169.10
	LIBRARY TOTAL	.00	19,205.43	1,000.00	18,205.43-
	PARKS TOTAL	.00	24,488.68	21,500.00	2,988.68-
	ROAD USE TAX TOTAL	192.50	10,180.76	279,049.00	268,868.24
	EMPLOYEE BENEFITS TOTAL	14,907.28	57,279.08	223,097.00	165,817.92
	EMERGENCY TOTAL	.00	.00	24,660.00	24,660.00
	LOCAL OPTION SALES TOTAL	.00	.00	166,788.00	166,788.00
	T.I.F. TOTAL	.00	.00	.00	.00
	HOUSING REHAB TOTAL	.00	980.63	.00	980.63-
	DEBT SERVICE TOTAL	.00	250.00	506,686.00	506,436.00
	4TH,5TH,PURDY TOTAL	88,289.46	460,700.05	1,391,800.00	931,099.95
	EMERGENCY SERVICES BLDG TOTAL	9,810.00	10,210.00	74,000.00	63,790.00
	1ST ST RAILROAD TOTAL	81,050.41	81,050.41	.00	81,050.41-
	5TH AND CHURCH TOTAL	36,875.07	248,446.00	99,400.00	149,046.00-
	WATER TOTAL	15,777.07	57,852.05	441,840.00	383,987.95
	SEWER TOTAL	41,012.09	117,194.80	368,564.00	251,369.20
	UTILITY DEPOSITS/SALES TX TOTA	2,453.80	9,274.61	26,400.00	17,125.39
	SELF INSURANCE TOTAL	.00	250.00	2,000.00	1,750.00
	TOTAL EXPENSES ALL FUNDS	353,118.16	1,413,349.40	4,949,940.00	3,536,590.60

CITY OF JESUP
 REVENUE & EXPENSE REPORT
 CALENDAR 10/2016, FISCAL 4/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	313,822.51	499,235.45	1,092,475.00	593,239.55
	LIBRARY TOTAL	.00	23.39	2,104.00	2,080.61
	PARKS TOTAL	.00	3,029.81	.00	3,029.81-
	ROAD USE TAX TOTAL	25,052.14	115,466.62	303,000.00	187,533.38
	EMPLOYEE BENEFITS TOTAL	74,519.20	92,787.99	197,093.00	104,305.01
	EMERGENCY TOTAL	9,343.13	11,627.92	24,660.00	13,032.08
	LOCAL OPTION SALES TOTAL	18,028.10	72,293.28	215,700.00	143,406.72
	T.I.F. TOTAL	.00	.00	.00	.00
	DEBT SERVICE TOTAL	127,305.24	158,465.07	513,736.00	355,270.93
	4TH,5TH,PURDY TOTAL	.00	1,395,450.00	1,723,000.00	327,550.00
	EMERGENCY SERVICES BLDG TOTAL	85.00	340.00	252,000.00	251,660.00
	5TH AND CHURCH TOTAL	.00	.00	94,600.00	94,600.00
	WATER TOTAL	27,010.77	118,487.53	426,250.00	307,762.47
	SEWER TOTAL	29,370.59	124,296.01	384,040.00	259,743.99
	UTILITY DEPOSITS/SALES TX TOTA	1,878.54	10,363.65	28,900.00	18,536.35
	SELF INSURANCE TOTAL	.00	.00	2,000.00	2,000.00
	TOTAL REVENUE BY FUND	626,415.22	2,601,866.72	5,259,558.00	2,657,691.28

FUND	TITLE	BEGINNING CASH+	CHANGE IN ASSETS-	REVENUE+	EXPENSES-	CHANGE IN LIABILITIES+	ENDING CASH
001	GENERAL	1,049,201.14	251,072.03	313,822.51	62,750.48	.00	1,300,273.17
110	ROAD USE TAX	139,128.79	24,859.64	25,052.14	192.50	.00	163,988.43
112	EMPLOYEE BENEFITS	34,003.65	59,611.92	74,519.20	14,907.28	.00	93,615.57
119	EMERGENCY	2,284.79	9,343.13	9,343.13	.00	.00	11,627.92
121	LOCAL OPTION SALES	254,103.28	18,028.10	18,028.10	.00	.00	272,131.38
125	T.I.F.	.00	.00	.00	.00	.00	.00
200	DEBT SERVICE	50,963.53	127,305.24	127,305.24	.00	.00	178,268.77
322	4TH,5TH,PURDY	1,122,947.57	88,289.46-	.00	88,289.46	.00	1,034,658.11
325	EMERGENCY SERVICES BLDG	145.00-	9,725.00-	85.00	9,810.00	.00	9,870.00-
328	1ST ST RAILROAD	76,420.00	81,050.41-	.00	81,050.41	.00	4,630.41-
329	5TH AND CHURCH	105,989.00	36,875.07-	.00	36,875.07	.00	69,113.93
600	WATER	209,504.71	11,233.70	27,010.77	15,777.07	.00	220,738.41
610	SEWER	276,192.96	11,641.50-	29,370.59	41,012.09	.00	264,551.46
750	UTILITY DEPOSITS/SALES TX	39,789.79	575.26-	1,878.54	2,453.80	.00	39,214.53
820	SELF INSURANCE	250.00-	.00	.00	.00	.00	250.00-
Report Total		3,360,134.21	273,297.06	626,415.22	353,118.16	.00	3,633,431.27

CITY OF JESUP
 BALANCE SHEET
 CALENDAR 10/2016, FISCAL 4/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1111	PETTY CASH - GENERAL	.00	83.33
001-410-1111	PETTY CASH - LIBRARY	.00	150.00
001-411-1111	PETTY CASH - FRIENDS LIBRARY	.00	100.00
600-000-1111	PETTY CASH - WATER	.00	33.34
610-000-1111	PETTY CASH - SEWER	.00	33.33
	PETTY CASH TOTAL	.00	400.00
001-000-1115	GENERAL	250,972.03	683,080.12
001-110-1120	POLICE VEHICLE REPLACEMENT	.00	12,031.01
001-150-1120	FIRE BUILDING	.00	151.07
001-150-1121	FIRE VEHICLE REPLACEMENT	.00	276,112.13
001-150-1123	FIRE INCIDENT BILLING	.00	25,045.31
001-150-1124	FIRE SCBA REPLACEMENT	.00	16,143.16
001-150-1125	FIRE MEMORIAL	.00	39,846.30
001-150-1126	FIRE DONATION EQUIPMENT	.00	.00
001-160-1120	AMBULANCE VEHICLE REPLACEMENT	.00	30,159.37
001-160-1121	AMBULANCE BLDG/REP/MAINTENANCE	.00	18,806.95
001-160-1122	AMBULANCE EMT TRAINING	.00	1,718.90
001-160-1123	AMBULANCE PARAMEDIC TRAINING	100.00	46,028.02
001-160-1124	AMB EMERGENCY SERVICES BLDG	.00	165.68
001-160-1125	AMBULANCE EQUIPMENT REPLACE	.00	2,506.46
001-160-1126	AMBULANCE MEMORIAL	.00	40,177.61
001-160-1127	AMBULANCE DONATION EQUIPMENT	.00	25.07
001-210-1120	STREET EQUIP/BUILDING	.00	25,987.25
001-410-1120	LIBRARY TRUST	.00	10,469.83
001-410-1122	LIBRARY EQUIPMENT	.00	19,014.32
001-410-1123	LIBRARY MEMORIAL	.00	18,674.83
001-410-1124	LIBRARY COMMUNITY ROOM	.00	448.11
001-411-1120	FRIENDS OF THE LIBRARY	.00	8,842.86
001-430-1120	PARK & RECREATION	.00	24,505.48
110-000-1115	ROAD USE TAX	24,859.64	163,988.43
112-000-1115	EMPLOYEE BENEFITS	59,611.92	93,615.57
119-000-1115	EMERGENCY	9,343.13	11,627.92
121-000-1115	LOST 40% WATER/SEWER	7,211.24	112,283.05
121-000-1121	LOST 60% CAPITAL SURPLUS	4,409.53	67,213.86
121-000-1122	LOST DEBT SERVICE	6,407.33	25,875.86
121-000-1123	LOST RESERVE	.00	66,758.61
125-000-1115	TIF	.00	.00
200-000-1115	DEBT SERVICE	127,305.24	178,268.77
322-000-1115	4TH,5TH,PURDY STREETS	88,289.46-	1,034,658.11
325-000-1115	EMERGENCY SERVICES BUILDING	9,725.00-	9,870.00-
328-000-1115	1ST ST RAILROAD	81,050.41-	4,630.41-
329-000-1115	5TH & CHURCH STREETS	36,875.07-	69,113.93
600-000-1115	WATER	9,081.61	212,008.09
600-000-1123	WATER DEBT SERVICE	2,152.09	8,696.98
610-000-1115	SEWER	15,542.17-	248,753.80
610-000-1123	SEWER DEBT SERVICE	3,900.67	15,764.33
750-000-1116	WATER DEPOSITS	271.80-	38,273.15
750-000-1117	SALES TAX	303.46-	941.38

CITY OF JESUP
BALANCE SHEET
CALENDAR 10/2016, FISCAL 4/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
820-000-1115	SELF INSURANCE	.00	250.00-
	CHECKING TOTAL	273,297.06	3,633,031.27
	TOTAL CASH	273,297.06	3,633,431.27

CITY OF JESUP
 REVENUE & EXPENSE REPORT
 CALENDAR 10/2016, FISCAL 4/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	POLICE TOTAL	27,788.45	97,726.01	328,632.00	230,905.99
	FIRE TOTAL	1,477.33	7,609.63	112,095.00	104,485.37
	AMBULANCE TOTAL	1,581.44	25,560.33	86,185.00	60,624.67
	BUILDING INSPECTOR TOTAL	2,286.63	7,733.07	25,495.00	17,761.93
	ANIMAL CONTROL TOTAL	.00	.00	300.00	300.00
	OTHER PUBLIC SAFETY TOTAL	.00	17,843.00	35,686.00	17,843.00
	PUBLIC SAFETY TOTAL	33,133.85	156,472.04	588,393.00	431,920.96
	STREET TOTAL	13,023.33	57,513.86	432,035.00	374,521.14
	STREET LIGHTING TOTAL	3,233.36	15,688.24	32,000.00	16,311.76
	TRAFFIC SAFETY TOTAL	.00	3,149.40	5,500.00	2,350.60
	STREET CLEANING TOTAL	.00	22.08	2,600.00	2,577.92
	GARBAGE TOTAL	697.00	2,893.00	16,209.00	13,316.00
	PUBLIC WORKS TOTAL	16,953.69	79,266.58	488,344.00	409,077.42
	OTHER HEALTH/SOCIAL SERV TOTA	.00	.00	1,900.00	1,900.00
	HEALTH/SOCIAL SERVICES TOTAL	.00	.00	1,900.00	1,900.00
	LIBRARY TOTAL	12,543.64	55,681.84	173,906.00	118,224.16
	FRIENDS OF LIBRARY TOTAL	.00	1,163.28	3,700.00	2,536.72
	PARK TOTAL	1,083.02	11,654.20	64,561.00	52,906.80
	COMMUNITY RECREATION TOTAL	.00	2,500.00	10,000.00	7,500.00
	CEMETERY TOTAL	.00	.00	600.00	600.00
	COMMUNITY CELEBRATION TOTAL	.00	6,837.17	2,800.00	4,037.17-
	CULTURE & RECREATION TOTAL	13,626.66	77,836.49	255,567.00	177,730.51
	ECONOMIC DEVELOPMENT TOTAL	.00	7,434.00	7,434.00	.00
	HOUSING & URBAN RENEWAL TOTAL	.00	980.63	.00	980.63-
	PLANNING & ZONING TOTAL	.00	312.05	500.00	187.95
	COMMUNITY/ECONOMIC DEV TOTAL	.00	8,726.68	7,934.00	792.68-
	COUNCIL TOTAL	.00	.00	6,942.00	6,942.00
	MAYOR TOTAL	322.95	1,291.80	4,176.00	2,884.20
	CLERK TOTAL	10,167.82	45,651.13	151,837.00	106,185.87
	ELECTION EXPENSE TOTAL	.00	.00	.00	.00
	LEGAL SERVICES TOTAL	1,501.18	8,024.96	15,000.00	6,975.04
	CITY HALL TOTAL	2,144.11	7,157.69	14,160.00	7,002.31
	GENERAL GOVERNMENT TOTAL	14,136.06	62,125.58	192,115.00	129,989.42

CITY OF JESUP
 REVENUE & EXPENSE REPORT
 CALENDAR 10/2016, FISCAL 4/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	STREET TOTAL	.00	250.00	344,778.00	344,528.00
	CITY HALL TOTAL	.00	.00	76,888.00	76,888.00
	DEBT SERVICE TOTAL	.00	.00	161,908.00	161,908.00
	DEBT SERVICE TOTAL	.00	250.00	583,574.00	583,324.00
	STREET TOTAL	206,214.94	790,196.46	1,491,200.00	701,003.54
	CAPITAL PROJECTS TOTAL	9,810.00	10,210.00	74,000.00	63,790.00
	CAPITAL PROJECTS TOTAL	216,024.94	800,406.46	1,565,200.00	764,793.54
	WATER TOTAL	18,230.87	67,126.66	251,035.00	183,908.34
	SEWER TOTAL	41,012.09	117,194.80	195,310.00	78,115.20
	SELF INSURANCE TOTAL	.00	250.00	2,000.00	1,750.00
	ENTERPRISE FUNDS TOTAL	59,242.96	184,571.46	448,345.00	263,773.54
	TRANSFERS TOTAL	.00	43,694.11	818,568.00	774,873.89
	TRANSFER OUT TOTAL	.00	43,694.11	818,568.00	774,873.89
	TOTAL OF ALL FUNCTIONS	353,118.16	1,413,349.40	4,949,940.00	3,536,590.60

CLAIMS PRESENTED TO THE CITY COUNCIL FOR NOVEMBER 1 2016		
WARRANTS WRITTEN SINCE THE OCTOBER 20, 2015 MEETING:		
Accounts Payable	Payroll ACH - 11-1-16	16,983.85
Bank Iowa	Payroll taxes - Federal, Medicare, Social Security	5,907.77
CLAIMS PRESENTED FOR NOVEMBER 1, 2016:		
ADVANCED SYSTEMS	COPIER CONTRACT - LIB	21.00
AECOM	ENGINEERING - 4TH, 5TH, PURDY STREEETS	11,745.27
ALERT-ALL	SCHOOL KITS - FD	910.00
AUDIO EDITIONS	BOOKS ON CD - LIB	265.86
BAKER & TAYLOR	LIBRARY BOOKS	562.32
BECKY BURKE	REIMB MILES - LIB	61.56
BOOK LOOK	LIBRARY BOOKS	345.74
BROWN SUPPLY	WATER MAIN PARTS - WA	308.66
CEDAR VALLEY OUTFITTERS	BATTERIES - PD	23.00
CENTER POINT LARGE PRINT	LIBRARY BOOKS	28.00
CITY LAUNDERING COMPANY	MATS,MOPS,AIR DISPENSER-CH,ST,WA,WW	390.54
COVENANT CLINIC	EXAMINE HAND - ST	310.00
D & D TIRE	MOUNT BALANCE TIRES,ROTATE-PD,WA,WW	117.00
DEMCO	SUPPLIES - LIB	82.49
DR LISA PAYNE OSSIAN	SPEAKER - LIB	300.00
GAIL KITTLESON	SPEAKER - LIB	50.00
HOLIDAY INN CONFERENCE CENTER	IMFOA CONFERENCE - CH	380.80
IOWA CODIFICATION	OCTOBER SUPPLEMENT - CH	54.00
IOWA PRISON INDUSTIRES	STREET SIGNS - ST	2,473.60
JESUP POSTMASTER	ROLL STAMPS - FRIENDS LIBRARY	47.00
JOHN FRATZKE	REIMB DENTAL EXPENSE - ST	115.00
JOHN POWERS	REIMB DENTAL EXPENSE - BLDG,WW	186.00
KNM SERVICES	REPAIR ENGINE - ST	154.06
KOLEY MEAD	REIMB MILES - CH	131.63
LEANN EVEN	REIMB UNIFORM ALLOWANCE - CH	222.67
LINDER TIRE SERVICE	4 TIRES - WA,WW	686.08
MIDAMERICAN BOOKS	LIBRARY BOOKS	74.85
MID AMERICAN ENERGY	ELECTRIC - ALL	7,496.74
MOVIE LICENSING	COPYRIGHT LICENSE - LIB	274.00
PETERSON TRUSTWORTHY	FILTERS,TAPE,BULBS,DRAIN-WA,LIB,FD,CH	220.10
PETTY CASH	REPLENISH POSTAGE - LIB	71.36
PRAIRIE ROAD BUILDERS	SEALCOAT - 5TH & CHURCH STREETS	24,086.05
PRESTO X	PEST CONTROL - CH,PD, LIB	139.27
PRINSCO	RODENT GUARD - ST	61.75
PRODUCTIVITY PLUS	FILTERS - ST	54.00
RIDIHALGH, FUELLING, SNITKER,WEBER	AUDIT, FY2016 - CH	5,500.00
RITE PRICE OFFICE SUPPLY	PAPER,MARKERS,CARTRIDGE - CH,LIB	227.38
RWL WATER USA	AERATOR PROPELLER - WW	1,276.40
SUNSET LAW ENFORCEMENT	AMMUNITION - PD	681.60
SUPERIOR WELDING	OXYGEN - AMB	43.77
THOMAS-JAMES	GARBAGE - ALL	40.00
THOMAS ELECTRIC MOTOR	REBUILD MOTORS - WW	370.80
US CELLULAR	CELL PHONES, HOTSPOT-AMB,PD,BLDG,WA	270.81
VISU-SEWER	TELEVISIONING - WW	2,943.74
WALMART	TOILET PAPER,PAPERTOWELS,WIPES - LIB	97.41
TOTAL		63,902.31

Applicant License Application ()

Name of Applicant:	<u>Dollar General Corporation</u>		
Name of Business (DBA):	<u>Dollar General Store 17647</u>		
Address of Premises:	<u>210 South Street West</u>		
City	<u>Jesup</u>	County:	<u>Black Hawk</u> Zip: <u>50648</u>
Business	<u>(999) 999-9999</u>		
Mailing	<u>100 Mission Ridge</u>		
City	<u>Goodlettsville</u>	State	<u>TN</u> Zip: <u>37072</u>

Contact Person

Name	<u>Valerie James</u>		
Phone:	<u>(615) 455-4000</u>	Email	<u>tax-beerandwinelicense@dollargeneral.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 01/15/2017

Expiration Date: 01/01/1900

Privileges:

- Class B Wine Permit
- Class C Beer Permit (BC)
- Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>370301</u>	Federal Employer ID	<u>61-0852764</u>

Ownership

Dollar General Corporation

First Name: Dollar **Last Name:** General Corporation
City: Goodlettsville **State:** Tennessee **Zip:** 37072
Position: N/A
% of Ownership: 100.00% **U.S. Citizen:** Yes

Lawrence Gatta

First Name: Lawrence **Last Name:** Gatta
City: Brentwood **State:** Tennessee **Zip:** 37027
Position: Non member manager
% of Ownership: 0.00% **U.S. Citizen:** Yes

James Thorpe

First Name: James **Last Name:** Thorpe
City: Gallatin **State:** Tennessee **Zip:** 37066

Position: Non member manager

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Nov-Oct
10-31-2017

City of Jesup, IA
791 6th Street
PO Box 592

17647



Iowa Department of Revenue
Jesup, IA 50648-0592
Iowa Retail Permit Application For
Cigarette/Tobacco/Nicotine/Vapor
<https://tax.iowa.gov>

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 2016 through June 30, 2017

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

Business Information:

Trade Name/DBA: Dollar General Store #17647 Fee: \$75.00
Physical Location Address: 210 South Street W City: Jesup ZIP: 50648
Mailing Address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072
Business Phone Number: (615) 855-4000

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Dolgenercorp, LLC
Mailing Address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072
Phone Number: (615) 855-4000 Fax Number: (877) 364-4130 Email: @dollargeneral.com
tax-beerandwinelicense

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Retail Merchandise

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

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Lawrence Gatta Name (please print): _____
Signature: [Signature] Signature: _____
Date: _____ Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

Send completed/approved application to Iowa Alcoholic Beverage Control within 30 days of issuance. Make sure the Separate Checks Please Return Checks To: _____
only the application required. It is preferred that apply as this allows for receipt confi. _____
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

Vendor #348621 ✓
Invoice #201717647TOBCITY5 ✓
Batch #12251 \$ 75.00 ✓

PARTIAL PAY ESTIMATE NUMBER FOUR
 5TH STREET AND CHURCH STREET WATER & SEWER IMPROVEMENTS, JESUP, IOWA
 PROJECT NO. 15-838

Name of Contractor: Ray's Excavating, LLC 404 East Union St PO Box 51 Edgwood, IA 52042-0051					Name of Owner: City of Jesup 791 6th Street PO Box 592 Jesup, IA 50648-0592				
Date of Completion: Original: May 13, 2017 Revised:			Amount of Contract: Original: \$ 351,168.65 Revised: \$ 360,789.60 * *through Contract Change Order 4			Dates of Estimate: From: September 21, 2016 Through: October 20, 2016			
Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
BID ITEMS									
1	1070-206-A-3	TRAFFIC CONTROL	1	LS	\$5,000.00		\$ -	1	\$ 5,000.00
2*	2010-108-A-1	CLEARING AND GRUBBING	327.2	UNITS	\$15.00		\$ -	327.2	\$ 4,908.00
3*	2010-108-E-1	CLASS 10 EXCAVATION	155	CY	\$7.50		\$ -	180	\$ 1,350.00
4*	2010-108-I-0	SUBBASE, SPECIAL BACKFILL	1626	TON	\$18.00	1094.36	\$ 19,698.48	1839.95	\$ 33,119.10
5	4010-108-E-1	SANITARY SEWER SERVICE SADDLE, 4"	4	EA	\$85.00		\$ -	5	\$ 425.00
6	4010-108-E-1	SANITARY SEWER SERVICE SADDLE, 6"	5	EA	\$110.00	2	\$ 220.00	4	\$ 440.00
7	4010-108-E-2	SANITARY SEWER SERVICE, 4", REMOVE & REPLACE	164	LF	\$28.00	100	\$ 2,800.00	266	\$ 7,448.00
8	4010-108-E-2	SANITARY SEWER SERVICE, 6", REMOVE & REPLACE	198	LF	\$29.00	30	\$ 870.00	96	\$ 2,784.00
9	4020-108-A-1	STORM SEWER PIPE, RCP, 15"	148	LF	\$24.00		\$ -	148	\$ 3,552.00
10	4020-108-A-1	STORM SEWER PIPE, RCP, 18"	651	LF	\$26.00		\$ -	651	\$ 16,926.00
11	4040-108-A-1	SUBDRAIN, HDPE, 6"	760	LF	\$13.00	1341	\$ 17,433.00	1341	\$ 17,433.00
12	4040-108-C-1	SUBDRAIN CLEANOUT, TYPE A-2, 6"	3	EA	\$250.00	6	\$ 1,500.00	6	\$ 1,500.00
13	4040-108-D-1	SUBDRAIN CONNECTIONS	3	EA	\$150.00	6	\$ 900.00	6	\$ 900.00
14	4040-108-E-1	STORM SEWER SERVICE STUB, HDPE, 4"	354	LF	\$12.00	226	\$ 2,712.00	226	\$ 2,712.00
15	4040-108-E-1	STORM SEWER SERVICE STUB, HDPE, 6"	50	LF	\$20.00	22	\$ 440.00	50	\$ 1,000.00
16	5010-108-A-1	WATER MAIN, DIP, 4"	30	LF	\$39.00		\$ -	30	\$ 1,170.00
17	5010-108-A-1	WATER MAIN, DIP, 6"	1267	LF	\$31.00		\$ -	1267	\$ 39,277.00
18	5010-108-A-1	WATER MAIN, DIP, 8"	380	LF	\$39.00		\$ -	380	\$ 14,820.00
19	5010-108-C-2	DIP FITTINGS	1065	LBS	\$8.50		\$ -	1065	\$ 9,052.50

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
20	5010-108-D-1	WATER SERVICE, CORPORATION AND CURB STOP	12	EA	\$300.00	2	\$ 600.00	12	\$ 3,600.00
21*	5010-108-D-2	WATER SERVICE LINE, COPPER, 3/4"	335	LF	\$16.00	-65	\$ (1,040.00)	335	\$ 5,360.00
22	5010-108-E-0	CONNECTION TO EXISTING WATER MAIN	6	EA	\$ 250.00	1	\$ 250.00	6	\$ 1,500.00
23	5020-108-A-1	WATER VALVE, GATE, 6"	5	EA	\$ 725.00		\$ -	6	\$ 4,350.00
24	5020-108-A-1	WATER VALVE, GATE, 8"	1	EA	\$ 1,250.00		\$ -	1	\$ 1,250.00
25	5020-108-C-1	FIRE HYDRANT ASSEMBLY	3	EA	\$ 3,000.00		\$ -	3	\$ 9,000.00
26	6010-108-A-1	STORM SEWER MANHOLE, SW-401	2	EA	\$ 2,250.00		\$ -	2	\$ 4,500.00
27	6010-108-B-1	STORM SEWER INTAKE, SW-507	3	EA	\$ 3,500.00	-1	\$ (3,500.00)	2	\$ 7,000.00
28	6010-108-B-1	STORM SEWER INTAKE, SW-541	5	EA	\$ 4,000.00	1	\$ 4,000.00	6	\$ 24,000.00
29	6010-108-E-1	MANHOLE ADJUSTMENT, MINOR	3	EA	\$ 250.00	2	\$ 500.00	3	\$ 750.00
30	6010-108-G-1	CONNECTION TO EXISTING INTAKE	1	EA	\$ 350.00		\$ -	1	\$ 350.00
31*	7010-108-E-1	CURB & GUTTER, PCC, 30" WIDE, 6" THICK	2413.7	LF	\$ 16.50	2455	\$ 40,507.50	2575	\$ 42,487.50
32*	7030-108-A-1	REMOVAL OF SIDEWALK OR DRIVEWAY, PCC	697.2	SY	\$ 6.00	221.4	\$ 1,328.40	741.4	\$ 4,448.40
33*	7030-108-E-1	SIDEWALK, PCC, 4" THICK	311.8	SY	\$ 37.00	245.4	\$ 9,079.80	385.4	\$ 14,259.80
34*	7030-108-E-1	SIDEWALK, PCC, 6" THICK	187.8	SY	\$ 40.00	147.8	\$ 5,912.00	187.8	\$ 7,512.00
35	7030-108-G-1	DETECTABLE WARNING	210	SF	\$ 35.00	152	\$ 5,320.00	172	\$ 6,020.00
36*	7030-108-H-1	DRIVEWAY, PCC, 6" THICK	431.3	SY	\$ 40.00	382.5	\$ 15,300.00	422.5	\$ 16,900.00
37	7030-108-H-2	DRIVEWAY, GRANULAR, 6" THICK	8	TON	\$ 18.50	13.83	\$ 255.86	13.83	\$ 255.86
38*	7040-108-I-0	CURB & GUTTER, REMOVAL	2593.7	LF	\$ 7.50		\$ -	2593.7	\$ 19,452.75
39*	7060-108-A-1	BITUMINOUS SINGLE SEAL COAT		SY	\$ 9.70		\$ -		\$ -
40*	9010-108-A-1	SEEDING, FERTILIZING, AND MULCHING	1	LS	\$ 12,000.00	1	\$ 12,000.00	1	\$ 12,000.00
41	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN, MANAGEMENT	1	LS	\$ 4,000.00	0.25	\$ 1,000.00	1	\$ 4,000.00
42	9040-108-T-1	INLET PROTECTION DEVICE	10	EA	\$ 200.00	7	\$ 1,400.00	10	\$ 2,000.00
43	11,020-108-A-1	MOBILIZATION	1	LS	\$ 15,000.00		\$ -	1	\$ 15,000.00
44	11,040-108-A-1	MAINTENANCE OF POSTAL SERVICE	1	LS	\$ 1,000.00	0.25	\$ 250.00	1	\$ 1,000.00
45	11,040-108-B-1	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$ 2,000.00	0.25	\$ 500.00	1	\$ 2,000.00
46*		STREET SAW CUT & REMOVAL	526	SY	\$6.00		\$ -	526	\$ 3,156.00
47*		TEMPORARY STREET SURFACING, RECLAIMED ASPHALT	50	TON	\$25.00		\$ -	50	\$ 1,250.00
		STORED MATERIALS							\$ -
		TOTAL BID ITEMS					\$ 140,237.04		\$ 377,218.91

*Modified by Contract Change Order

PARTIAL PAY ESTIMATE NUMBER FOUR
 5TH STREET AND CHURCH STREET WATER & SEWER IMPROVEMENTS, JESUP, IOWA
 PROJECT NO. 15-838

This Period	Retainer 5.00%	Total to Date
\$ 140,237.04	Amount Earned	\$ 377,218.91
\$ 7,011.85	Amount Retained	\$ 18,860.95
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 225,132.78
\$ 133,225.19	Amount Due	\$ 133,225.19

Estimated Percent of Job Completed 100%

Is Contractor's Construction Progress on Schedule? Yes

Submitted By:

Ray's Excavating, LLC

Approved By:

City of Jesup

By: _____ Date: _____
Ray Peterson, Owner

By: _____ Date: _____
Larry Thompson, Mayor

Recommended By:

Fehr Graham

By: _____ Date: _____
Le Ann Even, City Clerk

By: _____ Date: _____
Lucas J. Elsbernd, P.E., Project Engineer

**RESOLUTION NO. 2017-
RESOLUTION APPROVING PAYMENT FOR 5TH AND CHURCH
STREET WATER & SEWER IMPROVEMENTS PHASE II
PROJECT**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF JESUP,
BUCHANAN COUNTY, IOWA:

TO-WIT: 5TH AND CHURCH STREET WATER & SEWER IMPROVEMENTS PHASE
II PROJECT

Portion of the project:	<u>All</u>
Payment number:	<u>Four</u>
Final Contract amount:	<u>\$ 360,798.60</u>
Total Earned to Date:	<u>\$ 377,218.91</u>
Retainage:	<u>\$ 18,860.95</u>
Less Previous Payments	<u>\$ 225,132.78</u>
Final amount approved:	<u>\$ 133,225.19</u>

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2016.

Larry Thompson
Mayor

Attest:

LeAnn M. Even, CMC, ICMC, CFO
City Clerk

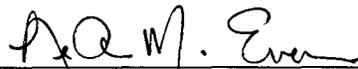
NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF JESUP, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$350,000
LOCAL OPTION SALES AND SERVICES TAX REVENUE
BONDS OF THE CITY OF JESUP, AND THE HEARING ON
THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Jesup, State of Iowa, will hold a public hearing on the 1st day of November, 2016, at seven o'clock P.M., in the Council Chambers, City Hall, 791 - 6th Street, Jesup, Iowa, at which meeting the City Council proposes to take additional action for the issuance of not to exceed \$350,000 Local Option Sales And Services Tax Revenue Bonds of the City. The bonds will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the designated portion of the revenues of the local option sales and services tax. The bonds are proposed to be issued for the purpose of paying costs of refunding outstanding revenue obligations of the City, including Local Option Sales and Services Tax Revenue Bonds, Series 2010B, dated December 1, 2010.

At the above meeting oral or written objections from any resident or property owner of the City to the above action shall be received. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the bonds or will abandon the proposal to issue the bonds.

This notice is given by order of the governing body as provided by Section 384.83 of the City Code of Iowa.

Dated this 18th day of October, 2016.



City Clerk, City of Jesup, State of Iowa



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

October 25, 2016

VIA EMAIL AND REGULAR MAIL

LeAnn Even
City Clerk
791 6th Street
Jesup, Iowa 50648

Re: Jesup, Iowa - Not to Exceed \$1,625,000 Local Option Sales And Services Tax Revenue Bonds; and Not to Exceed \$350,000 Local Option Sales and Services Tax Revenue Bonds

Dear LeAnn:

We enclose suggested proceedings to be acted upon by the Council on the date fixed for the hearing on the issuance of the above mentioned Bonds, pursuant to the provisions of Code Sections 423B.9 (3) and 384.83.

In each case, the proceedings are prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to issue the Bonds. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides not to abandon the proposal to issue the Bonds, a form of resolution follows that should be introduced and adopted, instituting proceedings to take additional action for the issuance of the Bonds.

Action Must Be Taken At The Hearing.

The Council is required by statute to adopt the resolution instituting proceedings to issue the Bonds at the hearing, or an adjournment thereof. If necessary to adjourn, the minutes are written to accommodate that action.

In the event the Council decides to abandon the proposal to issue said Bonds, then the form of resolution included in said proceedings should not be adopted. We would suggest that, in this event, a motion merely be adopted to the effect that such bond proposal is abandoned.

October 25, 2016

Page 2

Appeal to District Court.

Section 423B.9 (3) and 384.83 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority.

In the event an appeal is filed by any resident or property owner, please see that we are notified immediately; and, as soon as available, a copy of the notice of appeal should be furnished our office for review.

Also enclosed are extra copies of the proceedings to be filled in as the originals and certified back to this office. If you have any questions pertaining to the proceedings enclosed or this letter, please do not hesitate to either write or call.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb

Enclosures

cc: Chris Even, Public Works Director (via email w/encl.)
Michael Maloney, D.A. Davidson (via e-mail w/enc.)

01290764-1\10753-042

ITEMS TO INCLUDE ON AGENDA

CITY OF JESUP, IOWA

Not To Exceed \$350,000 Local Option Sales And Services Tax Revenue Bonds

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 1, 2016

The City Council of the City of Jesup, State of Iowa, met in _____ session,
in the Council Chambers, City Hall, 791 - 6th Street, Jesup, Iowa, at _____ o'clock
_____.M., on the above date. There were present Mayor _____, in the chair, and the
following named Council Members:

Absent: _____

* * * * *

The presiding officer announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$350,000 Local Option Sales And Services Tax Revenue Bonds, of the City, in order to provide funds to pay costs of refunding outstanding revenue obligations of the City, including Local Option Sales and Services Tax Revenue Bonds, Series 2010B, dated December 1, 2010, and that notice of the proposed action to institute proceedings for the issuance of the bonds, had been published pursuant to the provisions of Section 384.83 of the City Code of Iowa.

Inquiry was made whether any written objections had been filed by any resident or property owner of the City to the issuance of the bonds by the City. The Clerk stated that _____ written objections had been filed. Oral objections to the issuance of the bonds were then called for and received and _____ were made. Whereupon, the presiding officer declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The proposed action and the extent of objections thereto were then considered.

Whereupon, Council Member _____ introduced and delivered to the City Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$350,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$350,000 LOCAL OPTION SALES AND SERVICES
TAX REVENUE BONDS

WHEREAS, pursuant to notice published as required by law, a public meeting and hearing has been held upon the proposal to institute proceedings for the issuance of not to exceed \$350,000 Local Option Sales And Services Tax Revenue Bonds for the purpose of paying costs of refunding outstanding revenue obligations of the City, including Local Option Sales and Services Tax Revenue Bonds, Series 2010B, dated December 1, 2010; and the extent of objections received from residents or property owners as to the proposed issuance of bonds has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this governing body does hereby institute proceedings and takes additional action for the sale and issuance in the manner required by law of not to exceed \$350,000 Local Option Sales And Services Tax Revenue Bonds for the foregoing purpose.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the sale of bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City

and otherwise to take all action necessary to permit the sale of the bonds on a basis favorable to the City and acceptable to this governing body.

PASSED AND APPROVED this 1st day of November, 2016.

Mayor

ATTEST:

City Clerk

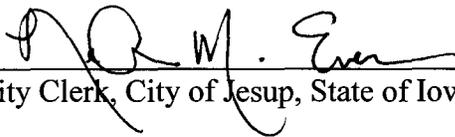
NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF JESUP, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$1,625,000
LOCAL OPTION SALES AND SERVICES TAX REVENUE
BONDS OF THE CITY OF JESUP, AND THE HEARING ON
THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Jesup, State of Iowa, will hold a public hearing on the 1st day of November, 2016, at seven o'clock P.M., in the Council Chambers, City Hall, 791 - 6th Street, Jesup, Iowa, at which meeting the City Council proposes to take additional action for the issuance of not to exceed \$1,625,000 Local Option Sales And Services Tax Revenue Bonds of the City. The bonds will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the designated portion of the revenues of the local option sales and services tax. The bonds are proposed to be issued for the purpose of paying costs of the acquisition, construction, furnishing and equipping of city facilities, including an emergency services facility.

At the above meeting oral or written objections from any resident or property owner of the City to the above action shall be received. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the bonds or will abandon the proposal to issue the bonds.

This notice is given by order of the governing body as provided by Section 384.83 of the City Code of Iowa.

Dated this 18th day of October, 2016.



City Clerk, City of Jesup, State of Iowa

ITEMS TO INCLUDE ON AGENDA

CITY OF JESUP, IOWA

Not To Exceed \$1,625,000 Local Option Sales And Services Tax Revenue Bonds

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 1, 2016

The City Council of the City of Jesup, State of Iowa, met in _____ session,
in the Council Chambers, City Hall, 791 - 6th Street, Jesup, Iowa, at _____ o'clock
_____.M., on the above date. There were present Mayor _____, in the chair, and the
following named Council Members:

Absent: _____

* * * * *

The presiding officer announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$1,625,000 Local Option Sales And Services Tax Revenue Bonds, of the City, in order to provide funds to pay costs of the acquisition, construction, furnishing and equipping of city facilities, including an emergency services facility, and that notice of the proposed action to institute proceedings for the issuance of the bonds, had been published pursuant to the provisions of Section 384.83 of the City Code of Iowa.

Inquiry was made whether any written objections had been filed by any resident or property owner of the City to the issuance of the bonds by the City. The Clerk stated that _____ written objections had been filed. Oral objections to the issuance of the bonds were then called for and received and _____ were made. Whereupon, the presiding officer declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The proposed action and the extent of objections thereto were then considered.

Whereupon, Council Member _____ introduced and delivered to the City Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,625,000 LOCAL OPTION SALES AND SERVICES TAX REVENUE BONDS," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,625,000 LOCAL OPTION SALES AND SERVICES
TAX REVENUE BONDS

WHEREAS, pursuant to notice published as required by law, a public meeting and hearing has been held upon the proposal to institute proceedings for the issuance of not to exceed \$1,625,000 Local Option Sales And Services Tax Revenue Bonds for the purpose of paying costs of the acquisition, construction, furnishing and equipping of city facilities, including an emergency services facility; and the extent of objections received from residents or property owners as to the proposed issuance of bonds has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this governing body does hereby institute proceedings and takes additional action for the sale and issuance in the manner required by law of not to exceed \$1,625,000 Local Option Sales And Services Tax Revenue Bonds for the foregoing purpose.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that LOSST fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months

after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the sale of bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and otherwise to take all action necessary to permit the sale of the bonds on a basis favorable to the City and acceptable to this governing body.

PASSED AND APPROVED this 1st day of November, 2016.

Mayor

ATTEST:

City Clerk

Date Reported	Time	Call Type	Reporting Party	CFS #	Agency	Disposition
Date Reported	Time	Call Type	Reporting Party	CFS #	Agency	Disposition
10/01/2016	00:12:38	TS	PHILLIP TORREY	16-009166	J	HN
10/01/2016	00:18:21	TS	PHILLIP TORREY	16-009167	J	WI
10/01/2016	02:05:45	TS	PHILLIP TORREY	16-009169	J	WI
10/01/2016	02:41:00	TS	PHILLIP TORREY	16-009170	J	CI
10/01/2016	22:08:37	TS	PHILLIP TORREY	16-009191	J	HN
10/01/2016	22:49:19	TS	PHILLIP TORREY	16-009192	J	WI
10/01/2016	23:12:28	TS	PHILLIP TORREY	16-009193	J	WI
10/02/2016	02:07:01	TS	PHILLIP TORREY	16-009197	J	HN
10/02/2016	22:04:14	MENTAL	[REDACTED]	16-009230	J	HN
10/03/2016	08:09:20	DISORDER		16-009238	J	HN
10/03/2016	20:20:48	TS	PHILLIP TORREY	16-009265	J	WI
10/03/2016	22:31:02	ALARM	SECURITAS CHRITINE	16-009271	J	HN
10/04/2016	01:02:58	TS	PHILLIP TORREY	16-009273	J	HN
10/05/2016	13:53:36	TS	AUSTIN WESTPFAHL	16-009317	J	HN
10/05/2016	20:03:37	TS	AUSTIN WESTPFAHL	16-009327	J	WI
10/06/2016	00:39:36	TS	ROBERT ROQUET	16-009336	J	VW
10/06/2016	17:57:12	TS	CHRISTIAN JONES	16-009352	J	WI
10/07/2016	02:17:22	TS	PHILLIP TORREY	16-009367	J	VW
10/07/2016	02:36:00	TS	PHILLIP TORREY	16-009368	J	HN
10/07/2016	05:19:56	TS	PHILLIP TORREY	16-009370	J	HN
10/07/2016	05:50:30	TS	PHILLIP TORREY	16-009371	J	VW
10/07/2016	06:24:19	TS	PHILLIP TORREY	16-009372	J	VW
10/07/2016	23:35:10	TS	PHILLIP TORREY	16-009400	J	HN
10/08/2016	03:28:25	TS	PHILLIP TORREY	16-009402	J	WI
10/08/2016	05:31:44	TS	PHILLIP TORREY	16-009403	J	WI
10/08/2016	06:01:07	TS	PHILLIP TORREY	16-009404	J	WI
10/08/2016	20:39:20	TS	PHILLIP TORREY	16-009424	J	WI
10/08/2016	22:41:22	DISORDER	[REDACTED]	16-009439	J	AR
10/09/2016	04:38:56	TS	ROBERT ROQUET	16-009450	J	WI
10/11/2016	04:33:27	TS	ROBERT ROQUET	16-009498	J	VW
10/13/2016	04:50:34	TS	ROBERT ROQUET	16-009545	J	VW
10/13/2016	05:23:35	TS	ROBERT ROQUET	16-009546	J	VW
10/13/2016	05:41:36	TS	ROBERT ROQUET	16-009548	J	CI
10/13/2016	16:42:08	WELFARE		16-009569	J	HN

*Handled No Report
warning issued
Citation Issued*

Verbal Warning

Arrest

Date Reported	Time	Call Type	Reporting Party	CFS #	Agency	Disposition
Date Reported	Time	Call Type	Reporting Party	CFS #	Agency	Disposition
10/14/2016	02:04:56	TS	PHILLIP TORREY	16-009584	J	VW
10/14/2016	05:02:31	1046	PHILLIP TORREY	16-009585	J	HN
10/14/2016	05:44:15	TS	PHILLIP TORREY	16-009587	J	VW
10/14/2016	06:16:26	TS	PHILLIP TORREY	16-009588	J	VW
10/14/2016	06:32:36	TS	PHILLIP TORREY	16-009589	J	VW
10/14/2016	06:53:44	TS	PHILLIP TORREY	16-009591	J	VW
10/15/2016	01:22:30	TS	PHILLIP TORREY	16-009622	J	WI
10/15/2016	06:06:00	TS	PHILLIP TORREY	16-009627	J	WI
10/15/2016	06:21:05	TS	PHILLIP TORREY	16-009628	J	WI
10/15/2016	10:23:56	TS	CHRISTIAN JONES	16-009630	J	HN
10/15/2016	13:36:23	ASSAULT	[REDACTED]	16-009634	J	HN
10/15/2016	17:08:15	TS	PHILLIP TORREY	16-009641	J	WI
10/15/2016	18:00:13	TS	PHILLIP TORREY	16-009646	J	CI
10/15/2016	22:12:45	TS	PHILLIP TORREY	16-009658	J	WI
10/16/2016	11:30:44	TS	PHILLIP TORREY	16-009673	J	WI
10/16/2016	15:59:28	TS	PHILLIP TORREY	16-009677	J	WI
10/16/2016	16:43:37	TS	PHILLIP TORREY	16-009680	J	WI
10/16/2016	17:44:30	TS	PHILLIP TORREY	16-009682	J	WI
10/16/2016	18:38:53	WEAPONS		16-009685	J	AR
10/17/2016	21:28:36	TS	PHILLIP TORREY	16-009714	J	WI
10/17/2016	21:39:46	TS	PHILLIP TORREY	16-009715	J	WI
10/17/2016	22:05:05	TS	PHILLIP TORREY	16-009716	J	WI
10/19/2016	21:10:40	OPENDOOR		16-009773	J	HN
10/19/2016	22:31:19	WELFARE	CHRIS JONES	16-009777	J	HN
10/21/2016	00:07:34	TS	PHILLIP TORREY	16-009802	J	AR
10/21/2016	04:54:13	TS	PHILLIP TORREY	16-009804	J	VW
10/21/2016	18:38:56	KEYS	CHRISTIAN JONES	16-009827	J	HN
10/22/2016	01:32:42	1038P	[REDACTED]	16-009840	J	HN
10/22/2016	03:59:33	TS	PHILLIP TORREY	16-009844	J	WI
10/22/2016	04:46:03	TS	PHILLIP TORREY	16-009845	J	WI
10/22/2016	06:20:08	TS	PHILLIP TORREY	16-009846	J	HN
10/22/2016	16:35:26	TS	PHILLIP TORREY	16-009858	J	WI
10/22/2016	16:57:42	TS	PHILLIP TORREY	16-009859	J	WI
10/22/2016	19:12:21	DRIVING	ALEX	16-009861	J	WI

Search Results

Date Reported	Time	Call Type	Reporting Party	CFS #	Agency	Disposition
10/22/2016	19:22:02	TS	PHILLIP TORREY	16-009863	J	CI
10/22/2016	19:59:54	TS	PHILLIP TORREY	16-009865	J	WI
10/22/2016	20:36:18	TS	PHILLIP TORREY	16-009866	J	WI
10/22/2016	21:05:13	TS	PHILLIP TORREY	16-009871	J	WI
10/22/2016	22:06:34	TS	PHILLIP TORREY	16-009875	J	WI
10/22/2016	22:16:35	TS	PHILLIP TORREY	16-009876	J	WI
10/23/2016	03:10:19	TS	ROBERT ROQUET	16-009881	J	AR
10/23/2016	15:27:05	TS	PHILLIP TORREY	16-009889	J	WI
10/24/2016	09:20:27	WELFARE	JOSH EVENS	16-009915	J	HN
10/24/2016	21:11:11	TS	PHILLIP TORREY	16-009938	J	WI
10/25/2016	00:16:56	TS	ROBERT ROQUET	16-009943	J	VW
10/25/2016	06:18:36	TS	ROBERT ROQUET	16-009946	J	VW



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Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New Emergency Services Building, Jesup, IA.

THE OWNER:

(Name, legal status and address)

City of Jesup

791 6th Street

PO Box 592

Jesup, IA 50648

THE ARCHITECT:

(Name, legal status and address)

StruXture Architects, LLC

314 East 4th Street

Waterloo, IA 50703

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- 3 **CONTRACTOR**
- 4 **ARCHITECT**
- 5 **SUBCONTRACTORS**
- 6 **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 **CHANGES IN THE WORK**
- 8 **TIME**
- 9 **PAYMENTS AND COMPLETION**
- 10 **PROTECTION OF PERSONS AND PROPERTY**
- 11 **INSURANCE AND BONDS**
- 12 **UNCOVERING AND CORRECTION OF WORK**
- 13 **MISCELLANEOUS PROVISIONS**
- 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 **CLAIMS AND DISPUTES**

ADDITIONS AND DELETIONS:

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

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

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User Notes:

(946812746)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the

Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding

dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be

extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct

nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



Additions and Deletions Report for **AIA® Document A201™ – 2007**

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 16:03:21 on 10/27/2016.

PAGE 1

New Emergency Services Building, Jesup, IA.

...

(Name, legal status and address)

City of Jesup

791 6th Street

PO Box 592

Jesup, IA 50648

...

(Name, legal status and address)

StruXture Architects, LLC

314 East 4th Street

Waterloo, IA 50703

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ARTICLE 1 GENERAL PROVISIONS



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Coughlin, 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 16:03:21 on 10/27/2016 under Order No. 3755531498_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, 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)

PROJECT FEE CLARIFICATION

**AMENDMENT TO
ADDENDUM TO CONTRACT DATED: 7/27/16 &
AIA B101-2007 Owner/Architect Contract: 5/12/14**

October 27, 2016

City of Jesup
Attn: Mayor Larry Thompson
791 6th Street
PO Box 592
Jesup, IA 50648

Re: Architectural Services for New Emergency Services Building, Jesup, IA.

Dear Mayor:

This letter is to confirm that StruXture Architects has be contacted to perform services for a New Emergency Services Building located in Jesup, IA.

StruXture Architects was originally under AIA Owner/Architect contract dated 5/12/14 for construction of the new building based fixed fee phases as outlined. With scope changes came the request to draft an Addendum to Contract dated 6/27/16 for fixed fee of \$36,540.00. Said Addendum was rejected and asked to be revised/reduced. Per Owner's second request, we reduced our fee and scaled back our services to a fixed fee of \$18,890.00. Said revised Addendum was accepted per Board Meeting Minutes dated 8/2/16 and attached hereto as Exhibit B.

At this time, it has been determined by the Owner that they wish to proceed under the original AIA Owner/ Architect Contract dated 5/12/14 using the Fee Schedule as outlined 11.1 Compensation Fee Schedule -New Construction, Add & Remodeling and attached as Exhibit A. A credit to the project of \$9,445.00 will be given for previous design work completed.

Article 9 Termination or Suspension, Paragraph 9.7 of the B101 – Owner/Architect agreement shall be deleted from the original contract.

All other fees paid previous to this amount will not be credited and the new project will be billed based on the sliding fee as set out in compensation 11.1 as noted above.

If you agree with this, please sign, date and return the architect's original to our office and retain the Owner's copy for your files and records.

We look forward to working with you.

Sincerely,

Nicholas W. Hildebrandt
NWH/tln

Nicholas W. Hildebrandt, Principal
StruXture Architects

Larry Thompson, Mayor
City of Jesup, Iowa

Date

Date



October 19, 2016

City of Jesup
791 6th Street
PO Box 592
Jesup, IA 50648

Attn: Mr. Chris Even – Director of Public Works
P: (319) 827-1522
E: jesupwd@jtt.net

Re: Proposal for Geotechnical Services
Proposed Emergency Services Facility
Jesup, Iowa
Terracon Proposal No. P13165118

Dear Mr. Even:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to perform a subsurface exploration and provide geotechnical engineering services for the subject project. This proposal outlines our understanding of the project, and our proposed scope of services, conditions, performance schedule, and compensation.

1.0 PROJECT INFORMATION

1.1 Site Location and Description

Item	Description
Location	Northeast of the intersection of Hawley Street and Seventh Street in Jesup, Iowa.
Current ground cover	Exposed subgrade – multiple buildings recently demolished in the area of the proposed construction (some with basements that have been backfilled)
Existing topography	Site elevations of 986 to 988 feet based on the site plan provided
Existing improvements	Possible underground utilities from previous structures



1.2 Project Description

Item	Description
Proposed construction	New single story, slab-on-grade, pre-engineered steel building with a footprint of about 12,900 square feet. A mezzanine with an area of about 2,000 square feet is also planned. PCC and gravel drives will be constructed on the south and north sides of the proposed building, respectively.
Assumed maximum loads	<ul style="list-style-type: none"> ■ Walls: 3 kips per lineal foot ■ Columns: 140 kips ■ Floor slabs: 200 psf
Assumed maximum site grading	<ul style="list-style-type: none"> ■ Cut: 2 feet ■ Fill: 2 feet
Below-grade areas	None planned
Free-standing retaining walls	No new walls planned for site development

If any of the preceding project information and assumptions are inaccurate, please let us know so that we may make any necessary modifications to this proposal, and/or incorporate the information into our geotechnical engineering evaluation and report for this project.

2.0 SCOPE OF SERVICES

2.1 Field Services

2.1.1 Boring Locations and Elevations

Terracon will provide boring layout based on the site plan provided. Distances from existing features would generally be measured using a tape, while right angles are estimated. Surface elevations at the boring locations would be obtained by using differential leveling techniques from a reference point on or near the project site and reported to the nearest ½-foot. The locations and elevations of the borings should be considered accurate only to the degree implied by these methods. If more accurate boring locations and elevations are desired, we suggest a surveying firm stake the borings and provide surface elevations at the boring locations to us.

2.1.2 Subsurface Exploration

Based on existing site conditions, we recommend our scope of services include performing five (5) soil borings in the area of the proposed building. The borings would be extended to depths of about 20 feet below existing grades and would terminate at auger refusal, if encountered. Soil sampling will be in general accordance with industry standard procedures wherein thin-walled

tube samples or split-barrel samples are obtained. Disturbed samples may also be obtained from the flight of the augers. Soil sampling would be performed at intervals of 2½ feet in the upper 15 feet, and at intervals of 5 feet thereafter to the termination depths of the borings. We will also observe and record groundwater levels during and immediately after drilling operations. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

2.1.3 Conditions / Items to be provided by Client

Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact Iowa One Call (IOC) for location of utilities in public easements. All other private lines should be marked by others prior to commencement of drilling. We can provide contact information for a private utility locator upon request.

For the purposes of preparing our cost estimate, we considered that access to the boring locations will be possible with our truck-mounted drilling equipment. It should be noted that during the subsurface exploration, some property damage may result (i.e. rutting of the ground surface and damage to vegetation). We will take reasonable measures to minimize this damage; however, restoration of any damage that occurs, and compensation for damages, are not part of our scope of services and fee for this project.

Upon completion of the subsurface exploration, the borings will be backfilled with on-site soils. The client should understand that some settlement of the borehole fill may occur. No future maintenance or filling of the holes is included in our scope of services and fee. Any excess soil cuttings from the borings would be disposed of on site.

For the purpose of preparing our cost estimate, we also considered that the subsurface exploration can be performed with personal protective equipment including hard hats, steel-toed boots, safety glasses, and gloves. If evidence of contamination is observed in any of the borings, the exploration at that location will be terminated and our findings discussed with you. If personal protective equipment upgrades or special borehole sealing procedures become necessary, our scope of services will be discussed with you prior to further drilling.

2.2 Laboratory Testing

Portions of recovered samples will be tested in our laboratory to determine physical engineering characteristics. Testing will generally include visual soil classifications, moisture content, dry density and unconfined compressive strength and/or hand penetrometer tests. Liquid and plastic limits, moisture density relationship and organic content tests may also be performed. Native soil samples will be visually classified in general accordance with the Unified Soil Classification System (USCS).

2.3 Geotechnical Engineering Report

Following the completion of the field and laboratory programs, geotechnical engineering analyses and evaluation will be performed and a geotechnical engineering report will be prepared by or under the supervision of a civil/geotechnical engineer licensed by the State of Iowa. Our results will be summarized in the report, which will include and/or address the following:

- Computer-generated boring logs with soil stratifications based on visual soil classifications, sampling methods and intervals, standard penetration test (N) values, laboratory test results, and groundwater levels observed during and after drilling
- Site and boring location diagrams
- Subsurface exploration procedures
- General project description
- Soil conditions (existing)
- Groundwater conditions (existing)
- Geotechnical design and construction recommendations for a shallow foundation system including net allowable bearing pressure, estimated settlement, and recommended bearing depths
- Estimated seismic site class based on the data obtained
- Geotechnical design and construction recommendations for floor slabs-on-ground
- Subsurface drainage recommendations, where applicable
- General earthwork recommendations, including fill material types and compaction

2.4 Performance Schedule

Our drilling schedule may be dependent on when we receive authorization to proceed. We can generally begin the subsurface exploration within about three to seven working days after receiving authorization to proceed and the clearance of public and private site utilities. In some instances, weather and/or site conditions can delay our drilling schedule. We anticipate that our geotechnical engineering report will be submitted within about two weeks after completion of field services. Preliminary, verbal information can be provided on request.

3.0 COMPENSATION

Based on the service request, the project information, the scope of services presented in this proposal, we are prepared to perform this work for a lump sum fee of \$3,750. If subsurface conditions are encountered which merit revisions to the scope of services presented in this proposal, we will contact you and prepare a supplemental proposal describing our additional services and fees for your approval, prior to initiating any additional services. Our invoice for the

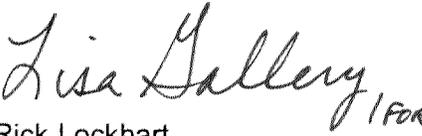
project would be submitted after completion of our geotechnical engineering report to the addressee of this proposal, unless we are notified otherwise.

4.0 AUTHORIZATION

Work will be performed under the provisions of the attached Agreement for Services. Authorization for Terracon to proceed can be issued by signing the attached Agreement for Services and emailing a 'pdf' file of the signed agreement to Jason.Heinz@terracon.com.

We appreciate the opportunity to provide this proposal and look forward to assisting you on this project.

Sincerely,
Terracon Consultants, Inc.


Rick Lockhart
Office Manager


Jason P. Heinz, P.E.
Department Manager
Geotechnical Services

Attachment: Agreement for Services

Copies to: 1-client -pdf
1-file

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Jesup IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Proposed Emergency Services Facility project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/19/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant may, at its discretion, issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Iowa law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant or others to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: *Jason P. Heinz* Date: **10/19/2016**
Name/Title: **Jason P. Heinz / Department Manager /
Geotechnical Services**
Address: **3105 Capital Way Ste 5
Cedar Falls, IA 50613-7030**
Phone: **(319) 277-4016** Fax: **(319) 277-4320**
Email: **Jason.Heinz@terracon.com**

Client: **City of Jesup IA**
By: _____ Date: _____
Name/Title: **Chris Even / Public Works Director**
Address: **791 6th Street, PO Box 592
Jesup, IA 50648-0592**
Phone: **(319) 827-1522** Fax: _____
Email: **jesuppwd@jtt.net**

Reference Number: P13165118

IN THE IOWA DISTRICT COURT IN AND FOR BUCHANAN COUNTY

CITY OF JESUP,)
)
Plaintiff,) Case No. _____
vs.)
)
DAVID C. YOUNGBLUT and) STIPULATION REGARDING
L & D CONSTRUCTION, LLC,) CONSENT DECREE
)
)
Defendant.)

COMES NOW the City of Jesup, Iowa and Defendant, David Youngblut, and enter into the following Stipulation Regarding Consent Decree:

1. That on June 09, 2016, the City of Jesup and the Defendants entered into the following agreement:
 - a. The Defendants owned the property at 1235 10th Street, Jesup, Iowa, 50648, legally described as follows:

South View Second Addition, Lot 4 in the City of Jesup,
Buchanan County, Iowa.
 - b. The Defendants' property was in violation of Chapter 145 of the Jesup City Code of Ordinances regarding Unsafe Buildings.
 - c. Further, the Defendants' property did not conform with and was in violation of the City of Jesup's Zoning Ordinances for Residential Districts.
 - d. Because of these violations, the Defendants were given ninety (90) days to complete the following:
 - 1) remove the roof structure on the building;
 - 2) remove the drywall from the building;
 - 3) replace the roof structure of the building;
 - 4) ensure that all fire and water damage was repaired in the building;
 - 5) ensure the structure of the building was sound;
 - 6) provide an approved building plan (to be approved by John Powers, the building inspector for the City of Jesup) that meets all building code requirements of the City of Jesup for a single family dwelling; and
 - 7) construct an addition on the building to ensure compliance with the Jesup Zoning Ordinances
2. That as of September 20, 2016, this work had not been completed by the Defendants.
3. That on September 20, 2016, the City Council of Jesup, Iowa addressed said agreement.
4. That the City of Jesup and the Defendants agreed to an extension of six months (until March 20, 2017) for the Defendants to complete the itemized list (paragraph 1(d)(1-7) above).

5. That the Defendants agree that if the entire itemized list is not completed in full by March 20, 2016, the City of Jesup has the following authority:
 - a. To remove the structure from the property at the Defendants' costs.
 - b. To apply the insurance proceeds, currently in the possession of the City, to the costs of demolition.
 - c. To hold the Defendant liable for any and all costs to enforce this agreement.
6. If the terms of this agreement are fulfilled in full by March 20, 2017, the City agrees not to file this Stipulation in the Iowa District Court in and for Buchanan County.
7. If the terms of this agreement are not fulfilled in full by March 20, 2017, the Defendants agree that this Stipulation shall serve as the basis for a Consent Decree against the Defendants.
8. If the terms of this agreement are not fulfilled in full by March 20, 2017, the Defendant agrees that he is in violation of the Jesup City Code of Ordinances regarding Unsafe Buildings, Municipal Infractions, and Zoning Ordinances.

Carter Stevens #AT0007557
Roberts, Stevens & Prendergast, P.L.L.C.
321 E. 4th Street, P.O. Box 956
Waterloo, IA 50704-0956
Telephone: (319) 234-4600
Fax: (310) 234-7878

Attorney for Plaintiff

David C. Youngblut, Personally and as Registered
Agent for L & D Construction, LLC

Defendants

Jesup Public Library
Librarian Report
October 2016

CIRCULATION: Sept. 2016: 3513
2015: 3397
2014: 3347

WiFi: 678

Bridges Downloads: 200
E-Books: 92
E-Audios: 108

PEOPLE SERVED: Sept. 2016: 1919
2015: 2478
2014: 2346

New Cards: 83

ACTIVITIES:

Oct. 3: Flu shot clinic. 10 people attended.

Oct. 6: Li'l Tots Story Time. Six children and five adults attended.

Oct. 6: Early Depression Era Program. Three people attended.

Oct. 10: Becky visited and read to the children at the extended daycare at school.

Oct. 10: Book club met to discuss What Alice Forgot. Two members participated.

Oct. 11: Friends of the Library met with 4 members including Cindy present.

Oct. 13-14: Becky to Iowa Library Conference in Dubuque.

Oct. 17: Friends meeting. Three people attended including Cindy.

Oct. 17: Mature Movie Monday. The movie Miracles from Heaven was shown to four people.

Oct. 18: Friends meeting. Four people attended including Cindy.

Oct. 18: Buchanan County Library meeting in Aurora. Cindy attended.

Oct. 19: Becky read at daycares. Becky went to three daycares and read to thirteen children and four adults.

Oct. 20: Li'l Tot Story Time. We had nine children and six adults attend.

Oct. 20: Becky visited, read to, and delivered books to the three rural schools.

Oct. 21: Cindy visited and read to the Pre-K and Kindergarten classes at St. Athanasius.

Oct. 24: Jesup Public Library Board of Trustee meeting.

Oct. 27: Li'l Tot Story Time.

Oct. 28: Color Me Happy coloring program 1-3.

COMMUNITY ROOM ACTIVITY:

Oct. 1: Boy Scout booth

Oct. 4: College student testing

Oct. 8: Birthday party

Oct. 10: Book Club

Oct. 11: Buchanan County Tourism

Oct. 13: Man doing an application

Oct. 15: Pint – Baked goods

Oct. 17: Friends meeting

Oct. 18: Friends meeting

Oct. 21: Friends meeting

Oct. 24: Board of Trustee meeting

Oct. 28: Color me Happy

Oct. 3: Flu shot clinic

Oct. 6: Prohibition speaker

Oct. 9: Girl Scouts

Oct. 11: Friends of the Library

Oct. 12: Rural Women Study Club

Oct. 14: Scrapbooking

Oct. 16: Thrivent Financial

Oct. 18: College student testing

Oct. 20: Boy Scouts

Oct. 24: Cooking for guinea pigs

Oct. 25: Gail Kittleson, author

Oct. 29: Cub Scouts Troop 3095

Calendar:

Nov. 1: College student testing

Nov. 3: Even Dozen Study Club

Nov. 9: Friends of the Library

Nov. 11: Scrapbooking

Nov. 15: College student testing

Nov. 16: Bunko

Nov. 17: Boy Scouts

Nov. 28: Board of Trustee meeting

Nov. 1: Winter wellness oil class

Nov. 9: Rural Women Study Club

Nov. 11: Color Me Happy

Nov. 13: Girl Scouts

Nov. 16: BCEDA – Jelly

Nov. 17: Even Dozen Study Club

Nov. 28: Cooking for guinea pigs

JESUP PUBLIC LIBRARY BOARD OF DIRECTOR'S MEETING
MONDAY, SEPTEMBER 26, 2016

The Jesup Public Library Board of Directors met on Monday, September 26, 2016. Vice President Denise Bishop called the meeting to order at 7:00 p.m.

Present: Kraig Emick, Becky Burke, Cindy Lellig, Becky Wehrspann, Nancy Weber, Amber Youngblut, Al VanderHart, Danielle Thorson, Denise Bishop

Absent: Kathy Pettengill, John Bergman

The agenda was reviewed; motion made by Kraig and seconded by Nancy to approve the agenda. All voted aye, motion carried.

SECRETARY'S REPORT

A motion was made by Nancy and seconded by Kraig to approve and accept the secretary's report. All voted aye, motion carried.

FINANCIAL REPORT

A motion was made by Al and seconded by Nancy to approve the City Clerk's report. All voted aye; motion carried.

A motion was made by Danielle and seconded by Al to accept the Director's spreadsheet and pay the bills. All voted aye, motion carried.

DIRECTOR'S REPORT

- Circulation is up and the community room schedule is filling up again.
- The County Library Fair Share Agreement will be discussed at the librarians meeting in Independence on Sept 30.
- County meeting in Aurora is scheduled for Oct. 18; contact Cindy if interested in attending.

EDUCATIONAL REPORT

None

CITIZEN INPUT

None

OLD BUSINESS

- No lighting bids have been received. Cindy will continue checking.
- Flag Pole: Miller Fence provided estimates for various poles. Tabled until next meeting.
- Director Evaluation: Amber shared quarterly goals to refresh our memories.
- Overdue Books: Certified mail has been sent to two delinquent patrons. Our next step is to contact the police. The State Offset Program was discussed to cover the cost of overdue/lost materials.
- Computer Virus: Bitware was purchased from TechSoup for \$25 for 5 computers – this covers/protects from Ransomware.

NEW BUSINESS

- Cindy requested her vacation and personal time be carried over until next year. A motion was made by Nancy and seconded by Al to approve, with the intent of using it as soon as possible. All vote aye; motion carried.
- Budget: A proposed budget for FY2018 of \$156,050 will be presented to the City Council.

Amber motioned to adjourn at 8:10 p.m.

Respectfully Submitted,

Becky Wehrspann
Secretary

Memo

To: Jesup City Council
From: Chris Even
CC:
Date: October 27, 2016
Re: 4th 5th & Purdy Street Water & Sewer Improvements Project Phase II End of Project Report

The 4th 5th & Purdy Street Reconstruction Phase III Project is nearly complete. The engineer and I performed a walk through inspection of the project and have provided a punch list to the contractor of items that need to be completed. The seeding did not take well in a few areas; therefore, we likely will not recommend the city council accept the improvements until next spring after we are able to verify that all seeding is established

The original contract with Jesup Land Improvement for this project was \$472,509. The anticipated amount of work to be completed is approximately \$478,449, or 1.3% above the original contract. Stone for seal coating was \$5,340 over the contract value; trench foundation was \$4,749 over the contract value; and reclaimed asphalt was \$4,820 over the contract value.

The City of Jesup has invested \$555,700 into this project. As we near the end of the project, expenses are predicted to be approximately \$546,350, approximately \$9,350 lower than revenues.

Revenues

Balance remaining from Phase I (Water)	\$ 29,180
Transfer from 6 th Street Reconstruction (Water) (FY 15-16)	\$ 2,045
General Obligation Bond (FY 15-16)	\$ 378,900
Transfer from Water (FY 15-16)	\$ 106,575
Transfer from Sewer (FY 15-16)	\$ 39,000
	<u>\$ 555,700</u>

Expenses

Contract Work – Jesup Land Improvement	\$ 478,500
Engineering	\$ 67,000
Other Expenses	\$ 850
	<u>\$ 546,350</u>

Memo

To: Jesup City Council
From: Chris Even
CC:
Date: October 27, 2016
Re: 5th & Church Street Water & Sewer Improvements Project Phase II End of Project Report

The 5th & Church Street Water & Sewer Improvements Phase II Project is nearly complete. The engineer and I will be performing a walk through inspection of the project with the contractor next week which will likely produce a punch list of items to be completed before we recommend the city council accept the improvements. Because much of the seeding was performed in late October, we likely will not recommend the city council accept the improvements until next spring after we are able to verify that the seeding is established

The original contract with Ray's Excavating for this project was \$350,990. The amount of work completed is approximately \$377,219, or 7.5% above the original contract; this does not include the seal coating which was removed the contract. Much of this overage can be attributed to additional curb and gutter (\$19,646) and other work incidental to the curb and gutter: subbase (\$6,839), subdrain (\$8,303), and driveway approaches (\$4,980).

The City of Jesup has invested or budgeted to invest \$422,800 into this project. As we near the end of the project, expenses are predicted to be approximately \$462,000, which produces a deficit for this project of nearly \$40,000. The additional expenses are street related. I recommend using road use tax funds to offset this deficit. At the end of fiscal year 2015-2016, the City had a balance of \$58,702 in road use tax funds. This is approximately 19% of budgeted revenues, which is very near where I have tried to maintain the balance in this fund. In fiscal year 2016-2017, the City budgeted expenses of \$279,000 and revenues of \$303,000, a difference of \$24,000. These funds could be used for the 5th & Church Street project fund. In addition, I recommend reducing street maintenance by \$5,000, seal coating by \$6,000, and sidewalk construction by \$5,000. This will balance the 5th & Church Street project fund without cutting into the balance of our road use tax fund.

Revenues

Balance remaining from Phase I	\$ 15,200
Transfer from 1 st Street Railroad Project (FY 15-16)	\$ 78,800
Transfer from Road Use Tax (FY 15-16)	\$ 40,900
Transfer from LOST (40% for Water & Sewer) (FY 15-16)	\$ 96,300
Transfer from Water (FY 15-16)	\$ 85,050
Transfer from Water (FY 16-17)	\$ 85,050
Transfer from Water (FY 15-16)	\$ 85,050
Transfer from Sewer (FY 15-16)	\$ 21,500
	\$ 422,800

Expenses

Contract Work – Ray' Excavating	\$ 378,000
Contract Work – Prairie Road Builders	\$ 24,000
Engineering	\$ 59,500
Other Expenses	\$ 500
	\$ 462,000

**Jesup Source Water Protection Plan
Planning Committee/Team**

City:

1. Mayor
2. City Council Member
3. City Council Member
4. City Clerk
5. Water Operator
6. City Engineer

County:

1. Board of Supervisors
2. Board of Health (water/wells/septic/sewer/sanitarian duties)
3. Engineer
4. Planning and Zoning
5. Emergency Management
6. Conservation Board
7. Conservation Board Naturalist

Property Owners (Near Sources):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

BHC Soil and Water Conservation District:

1. SWCD Commissioner
2. SWCD District Conservation Staff

IDNR:

1. Becky Ohrtman, SWP Specialist
2. Bob Rowden, IDNR Geologist III
3. Joe Sanfilippo and Amber Sauser, IDNR (Manchester Office)
4. Marybeth Stevenson, IDNR, Middle Cedar Watershed Management Authority
5. Greg Schmitt, IDNR Private Lands Biologist

Other:

1. Jesup School Superintendent
2. Practical Farmers of Iowa (Notifications will go through Lauren at PFI)
3. Shelly Smith, Iowa State Extension Service
4. Wayne Petersen, Urban Conservationist, Iowa Division of Agriculture and Land Stewardship

State Legislators:

1. Representative Timi Brown-Powers (House District #61)
2. Representative Bruce Bearinger (House District #64)
3. Senator Bill Dotzler (Senate District #31)
4. Senator Brian Schoenjahn (Senate District #32)

Source Water Assessment for Jesup (PWS# 1044006) Silurian-Devonian Aquifer



Source Water Protection

The purpose of this Source Water Protection (SWP) “Phase I” assessment is to:

- Define your source water area and susceptibility;
- locate, inventory, and rank potential contaminant sources within your source water area;
- provide the results to the public for improved protection of your drinking water.

Introduction

This Source Water Protection (SWP) “Phase I” assessment is meant to provide information and be used as a tool to help protect the quality and quantity of your drinking water. Within it you will find an inventory of your wells, tables showing potential contamination sources within your source water area, and maps showing your system’s source water information.

The source water area defined in this report is the region directly linked to your water supply, and where land use changes have the greatest influence on your drinking water quality. Your source water area was defined based on scientific information available to the Iowa Department of Natural Resources (IDNR – Source Water Protection Program).

This “Phase 1” source water assessment by no means protects your drinking water. To protect your drinking water your system should develop

and implement a Source Water Protection Plan. Protection measures are different for each system, but commonly include reserving areas for future wells, cleaning up contaminants, and converting portions of your source water area to native vegetation. Further information on how to protect your drinking water, including a [guidebook](#), [workbook](#) and [GIS resources](#), can be found at www.iowasourcewater.org.

This SWP assessment includes the following sections:

1. Defining Your Source Water Area
2. Susceptibility of Your Source Water Area
3. Contaminant Sources within Your Source Water Area
4. Ranking Contaminant Sources
5. How to Protect Your Drinking Water
6. Consumer Confidence Report

Section 1: Defining Your Source Water Area

Accurate well, aquifer, and pumping information is critical to providing the best estimate of your source water area. According to our records, Jesup has one active public well open in the dolomite and limestone of the Silurian-Devonian aquifer. The table below shows your well and aquifer information. If you believe the table is wrong, please contact the Source Water Protection Program at www.iowasourcewater.org or 515-725-8332.

W#	Local Name	Depth (ft.)	Const. date	Status	Aquifer	Aquifer thick. (ft.)	SWL (ft.)	PWL (ft.)	Rate (gpm)
9382	#2	380	12/27/1957	Active	Silurian	170	70	167	182
40478	#1	234	1/1/1903	Plugged	Silurian-Devonian	0	48	0	0
40479	#3	400	1/1/1976	Plugged	Silurian-Devonian	377	60	122	363
37363	#4	365	7/11/1996	Active	Silurian-Devonian	166	60	175	179

Source Water Glossary

Aquifer: An underground water-bearing layer that provides a usable quantity of water.

Source Water Area: An estimation of the area contributing water to your public wells.

Capture zone: A computer modeled source water area, typically using 2-5-and 10 year time of travel periods.

Time of travel: A duration of time specified to determine the distance and area that water will travel.

Susceptibility: A measure of an aquifer's potential to become contaminated. Does not imply either good or poor water quality.

Confining layer: A layer of material which slows the movement of water.

Sufficient information was available concerning your wells, aquifer and pumping conditions to produce a computer modeled estimate of your source water area. For your water supply, the source area was divided and prioritized to show where we estimate groundwater to flow during "time of travel" periods; typically 2, 5, and 10-years. These source areas for your facility were estimated using an analytical element model for the purpose of delineating source water protection areas. The model requires certain input data for your aquifer, wells, and pumping rate, described below:

•Gradient: 0.001 ft./ft. •Flow Direction: 275 •Porosity: 0.02
•Transmissivity: 270 ft.²/day •Aquifer Thickness: 238 ft. •Average Gallons per Day: 200,000.

Section 2: Susceptibility of Your Source Water Area

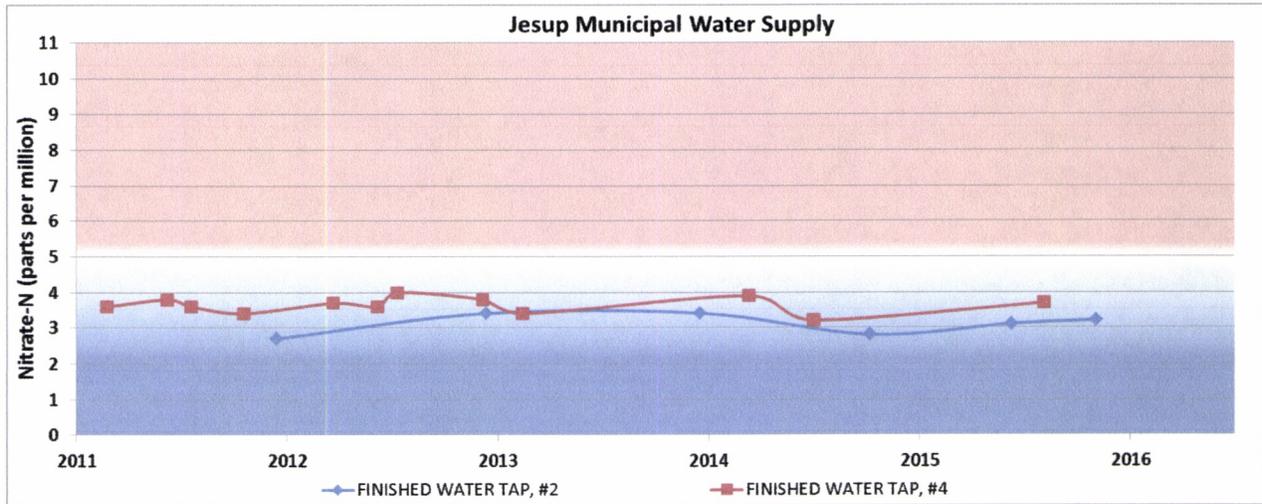
Research by the [Iowa Geological Survey](#) has determined that thickness of confining layers such as till, clay, and shale between the aquifer and the land surface is inversely related to aquifer susceptibility. Aquifers overlain by thicker confining beds are less susceptible to contamination than aquifers overlain by thin confining beds. The table below summarizes susceptibility by confining layer thickness.

Confining layer thickness	Susceptibility designation
<25 feet	Highly susceptible
25 to 50 feet	Susceptible
50 to 100 feet	Slightly susceptible
>100 feet	Low susceptibility

Based on our data, your wells have a cumulative confining layer thickness of 25 to 50 feet. Your aquifer was therefore determined to be susceptible to contamination from the land surface. Your source water area may be influenced by highly fractured bedrock near the land surface, commonly called karst. Karst areas typically have groundwater in direct connection with the land surface. The map at the end of this report may show known sinkholes in your area. You may need to more accurately inventory sinkholes in your capture zone.

Another method for determining the susceptibility of your aquifer is by using nitrate concentrations in well water to evaluate the potential for contamination from the land surface. Wells that are less protected from contamination near the land surface typically have higher nitrate concentrations than wells that are more protected from contamination near the land surface. Based on our records, finished water at Jesup has a six-year average nitrate-N concentration of 3.5 parts per million (ppm), based on 18 total samples.

Nitrate concentrations in your public water supply are generally medium. Elevated nitrate concentrations can disrupt the electron transport system and cause methemoglobinemia, or blue baby syndrome, in infants.



Section 3: Contaminant Sources within Your Source Water Area

To identify potential contaminant sources we searched electronic databases for facilities and land uses that fell inside your source water area. The databases used for the inventory are described in step 3 of the Iowa Source Water Protection [Guidebook](#). The contaminant source inventory includes facilities and land uses that have been known to contaminate groundwater.

Table 1 lists the potential contaminant sources we found in your source water area. The map numbers correspond to the contaminant source list in Table 1. The potential contaminant sources are derived from databases that have varying degrees of locational accuracy, and therefore could be located in the wrong area or omitted from the map entirely. For this reason, locational accuracy is noted at the end of the table. You or other residents may be aware of additional contaminant sources that should be included, feel free to modify this report to reflect your knowledge.

For many aquifers, particularly those overlain by thick confining layers, the greatest threat of contamination to the aquifer is through existing wells that penetrate the confining layers. For this reason, Table 2 lists all known wells, owners, and locations identified in your source water area. A numbered symbol shown on the map at the end of this report identifies well locations. Well locations are derived from databases that have varying degrees of accuracy, and therefore could be mapped in the wrong area or omitted from the map entirely. For this reason, locational accuracy is noted at the end of Table 2.

In addition to the specific “point” sources listed in Table 1, nonpoint sources of contamination also exist in your source water area. In Iowa, a potentially significant nonpoint source of contamination is row crop agriculture. Land use percentages and acreages are presented in Table 3.

Section 4: Ranking Contaminant Sources

We have attempted to prioritize the relative risk to your source water based on a three component ranking system; 1) the location of the potential contaminant source in the source water area, 2) the susceptibility ranking of the aquifer to contamination, and 3) the type of contaminant source. Points are assigned for each category and a cumulative score calculated for each potential contaminant source using the scores for each of the three components. Higher numbers always correspond to higher risk in this report.

1) Location of potential contaminant sources

Your potential contaminant sources are ranked from 1-3 based on the capture zone they are located in, with greater weight given based on proximity to the well. Fixed radius capture zones also received greater risk as they represent unknown or poorly known hydrogeologic conditions. The table below shows the risk score assigned to each source water area.

Source Water Area	Risk score
2-year time of travel, hydrologic boundary, fixed radius, 1-mile, modified karst - high	3
5-year time of travel, modified karst – medium	2
10-year time of travel, aquifer retrieval area, surface runoff area	1

2) Aquifer susceptibility to contamination

Susceptibility rankings were given scores to give more priority to aquifers with less confining layer thickness. Aquifer susceptibilities were given ranks of 1-4, from low susceptibility to highly susceptible. If your well depth or confining layer thickness is unknown, the source water area was automatically designated as “highly susceptible” and ranked 4.

3) Land-use type

The land-use type combines the potential for different facility classes or land uses to release contaminants with an estimate of the toxicity of the contaminants that may be released. Land-use risks are assigned values from 1 to 5 (least to greatest risk).

The final “Risk Score” for the source water area is the result of summing the three components of relative risk. For a list of land-use types and additional information regarding the ranking classification, please refer to the Iowa Source Water Protection [Guidebook](#).

The goal for ranking potential contaminants is to provide your system with a list to help prioritize potential risks. These risks can only be addressed through local initiatives and strategies started by your community. To begin a SWP plan, it is up to your local community to decide which potential contaminant sources carry the most risk, and to proactively engage problems you find that may affect your drinking water. The risk rankings provided in this report are only a guide; the final decision on the priority of potential contaminant sources rests with your local source water protection team.

Section 5: How to Protect Your Drinking Water

This Source Water Phase I assessment only provides information on your source water area and contaminants. Your community is responsible for taking the necessary action to ensure you have clean drinking water for future generations. To do this the Iowa Source Water Program strongly encourages you to start a Source Water Protection Plan. A SWP plan is different for each community, but the steps needed to complete one are the same for every system. Most steps have already been outlined and partially completed in the SWP “Phase 1” assessment:

Steps for completing a Source Water Protection plan

- Step 1:** Organize a source water team
- Step 2:** Identify your source water areas
- Step 3:** Inventory well and contaminant sources
- Step 4:** Assess and rank contaminant sources
- Step 5:** Develop an action plan
- Step 6:** Construct or update your emergency response plan
- Step 7:** Submit and Implement your SWP Plan

If your community is interested in protecting your drinking water, there are plenty of free resources available to help guide you through this process. www.iowasourcewater.org has many online resources available, including a detailed [guidebook](#) and [workbook](#) created for Iowa community water supplies. Please contact Rebecca Ohrtman (515-725-8332) of the Source Water Program for further information.

Section 6: Consumer Confidence Report

As the agency responsible for conducting drinking water programs in the state of Iowa, IDNR must provide each public water supply with language to be included in their Consumer Confidence Report regarding source water protection. The following language, at a minimum, must be included in each Consumer Confidence Report you produce from now on:

“The Jesup water supply obtains its water from the dolomite and limestone of the Silurian-Devonian aquifer. The Silurian-Devonian aquifer was determined to be susceptible to contamination because the characteristics of the aquifer and overlying materials provide some protection from contaminants from the land surface. Jesup’s Silurian-Devonian well will be susceptible to contaminants near the land surface such as leaking underground storage tanks, contaminant spills, and excess fertilizer application. A detailed evaluation of your source water was completed by the Iowa Department of Natural Resources, and is available from the Water Operator at 319-827-1522.”

You may modify this language or include additional information if you so desire, but you must identify the source of your system’s drinking water and identify known sources of potential contamination.

Table 1. Inventory and ranking of potential contaminant sources.

Jesup Public Water Supply (1044006)
Phase I - Contaminant Source Inventory and Assessment

Aquifer: Silurian-Devonian Susceptible (risk factor = 3)

Map No.	Site Name	Site Type	Site Link ¹	Program ID	Site Address	Loc'n Acc ²	Land Use Risk ³	Risk Score ⁴
Capture zone: 2-year time of travel (risk factor = 3)								
1	Andy Heffernen	Underground storage tank	310622298	198607268	111 6th St, Jesup, IA 50648	poor	5	11
7	East Central Iowa Co-op - Jesup	Air Permit - Group 1 Grain Elevators	311400583	10-02-002	661 Douglas Street, Jesup, IA 50648	poor	3	9
8	Frost Oil Co	Underground storage tank	310508466	198601130	910 Main St, Jesup, IA 50648	poor	5	11
10	Parker Property	Underground storage tank	310469371	198609514	671 Young St, Jesup, IA 50648	poor	5	11
Capture zone: 5-year time of travel (risk factor = 2)								
2	Jesup Community School District	Underground storage tank	310461915	198810992	531 Prospect St., Jesup, IA 50648	poor	5	10
3	Members Mutual Oil Company(jesup)	Above ground fuel storage	311987278	AST13022	, Jesup, IA 50648	poor	5	10
4	Rottinghaus Farmland Corp.(jesup)	Above ground fuel storage	311988684	AST13174	, Jesup, IA 50648	poor	5	10
5	Prinsco	Hazardous Materials Spill	311620332	020807-MAW-1256	, Jesup, IA 50648	poor	1	6
6	American Protein Corp	Underground storage tank	310625231	198915399	1021 Main, Jesup, IA 50648	poor	5	10
Capture zone: 10-year time of travel (risk factor = 1)								
9	B & B Farm Store Inc	Underground storage tank	310597609	198912070	940 6th, Jesup, IA 50648	poor	5	9
11	J & J Sinclair	Underground storage tank	310511176	198600877	1011 Sixth, Jesup, IA 50648	good	5	9
12	J & J Sinclair	Leaking USTs	310511176	9LTL33	1011 Sixth, Jesup, IA 50648	good	5	9
13	Rr Incident	Hazardous Materials Spill	311646163	030909-TEM-0601	, Jesup, IA 51579	poor	1	5

¹ID's are hyperlinked to detailed contaminant source information where available. Click once to open the spreadsheet, then click again to follow the link.

²Estimated horizontal accuracy: < 25m. = good; 25m. to 50m. = fair; >50m. = poor

³Score range: 1 to 5, see Table 3 of the Iowa Source Water Protection and Assessment plan

⁴Sum of land use, capture zone, and aquifer susceptibility risk factors

Table 2. Inventory of water wells not used in source water area.

Jesup Public Water Supply (1044006)

Phase I - Inventory of Wells

Aquifer: Silurian-Devonian Susceptible (risk factor = 3)

Map No.	Well ID ¹	Well Owner	Well ID Source	Depth (ft.)	Date Drilled/ permitted	Well Location	Locational Accuracy ²
Capture zone: 2-year time of travel (risk factor = 3)							
2	9382	Jesup, City Of	IGS well database	380	12/27/1957	T89N, R10W, Sec. 31, NE, NW, NE	good
3	2413203	Jesup Municipal Water Supply	Public Water Supply well	380	1/1/1957	T89N, R10W, Sec. 31, NE, NW, NE	good
4	W3881	City Of Jesup ()	Water Use Permit Wells	360	unkn	T89N, R10W, Sec. 31, NE, NW, NE	good
5	21408	Youngblut, Vernette	Registered abandoned wells	62	n.a.	T89N, R10W, Sec. 30, SE, SE, SW	poor
8	2111323	Shatzer, Robert	Private well tracking system	66	1/2/1930	T89N, R10W, Sec. 31, NE, SE, SE	good
9	2409079	Jesup Municipal Water Supply	Public Water Supply well	234	1/1/1903	T89N, R10W, Sec. 31, NE, SE, SE	poor
10	40478	Jesup, City Of	IGS well database	234	1/1/1903	T89N, R10W, Sec. 31, NE, SE, SE	poor
11	2407221	Jesup Municipal Water Supply	Public Water Supply well	300	1/1/1997	T89N, R10W, Sec. 31, NE, SE, SE	good
12	37363	Jesup, City Of	IGS well database	365	7/11/1996	T89N, R10W, Sec. 31, NE, SE, SE	good
Capture zone: 5-year time of travel (risk factor = 2)							
6	9891	Hallman, Elsa	Registered abandoned wells	75	n.a.	T89N, R10W, Sec. 31, NE, NE, SE	poor
7	2162392	Vogel, Mark	Private well tracking system	70	1/1/1930	T89N, R10W, Sec. 31, NE, SE, SW	good
13	2168835	City Of Jesup	Private well tracking system	368	1/1/1976	T89N, R10W, Sec. 32, SW, NW, NW	good
Capture zone: 10-year time of travel (risk factor = 1)							
1	32016	Brinkman, Bev	Wells registered for testing	unkn	unkn	T89N, R10W, Sec. 30, SE, NW, SW	poor

¹Well id's are hyperlinked to detailed well information where available.

Click once to open the spreadsheet, then click again to follow the link.

²Estimated horizontal accuracy: < 25m. = good; 25m. to 50m. = fair; >50m. = poor

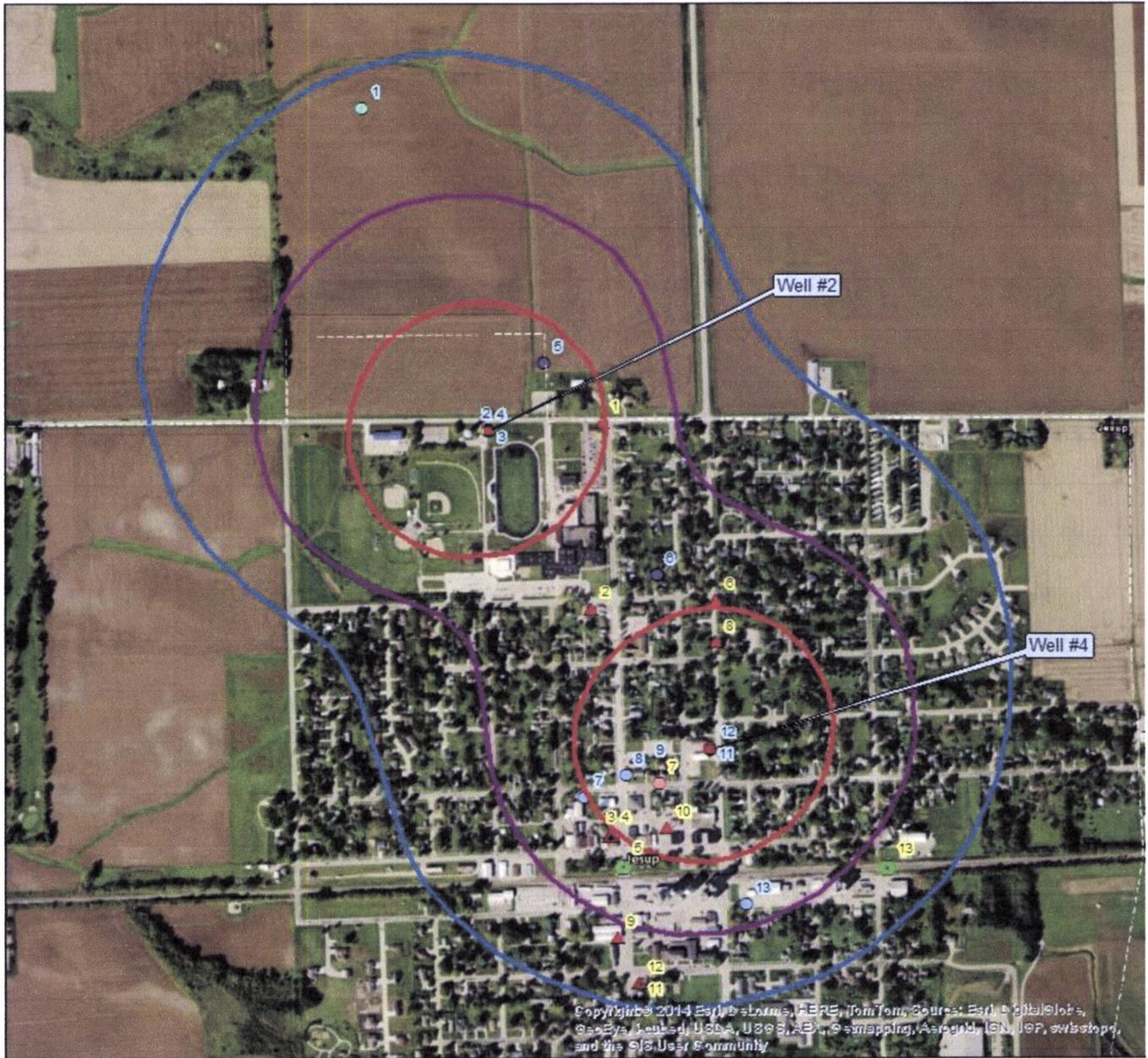
Table 3. Land cover within your source water area.

Jesup - Silurian-Devonian aquifer Susceptible
Summary of land cover types (2015) by percentage of total

Capture zone	Row Crop	Alfalfa	Grassland	Developed Areas	Barren Areas	Forested Areas	Total Acres
2-year	33.3	0.0	10.8	55.4	0.5	0.0	45
2-year	0.0	0.0	0.0	100.0	0.0	0.0	46
5-year	26.4	1.8	5.1	66.8	0.0	0.0	163
10-year	40.4	0.5	4.0	54.3	0.0	0.7	238

Jesup 1044006

Silurian-Devonian Aquifer - Source Water Protection Area



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Public Wells

- Active
- Plugged

Groundwater Capture Zones

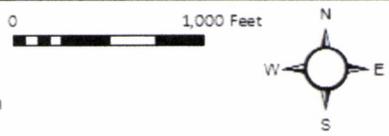
- 2-Year Capture Zone
- 5-Year Capture Zone
- 10-Year Capture Zone

Contaminant Sources

- Air Permit - Group 1 Grain Elevators
- Hazardous Materials Spill
- ▲ Above ground fuel storage
- ▲ Underground storage tank
- ▲ Leaking USTs

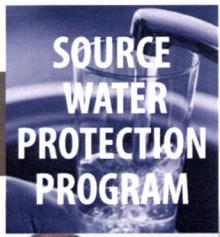
Other Wells

- IGS well database
- Private well tracking system
- Public water supply well
- Registered abandoned wells
- Water use permit wells
- Wells registered for testing





On-Site Investigation of Source Water Area



Ground breaks for the Elliott wetland restoration project Oct. 11, 2012.

Elliott's drinking water wells contained nitrate levels of concern. During the DNR's Source Water Protection (SWP) program investigation, soil contamination from a business was discovered. Although that was soon remedied, well tests continued to show nitrate levels of concern from general soil conditions.

A denitrification facility was out of the question for the city of 350 people, so the city hoped for a natural way to denitrify the water.

Dan Cook, one of DNR's SWP groundwater site investigators, learned the land just east of Elliott's well had been a wetland prior to being drained many years ago and farmed. East of that area the wetland remained intact.

"Groundwater samples taken from the west side of the nearby wetland showed little to no nitrate, even though the general soil conditions on its east side were similar to those at the Elliott well," said Cook.

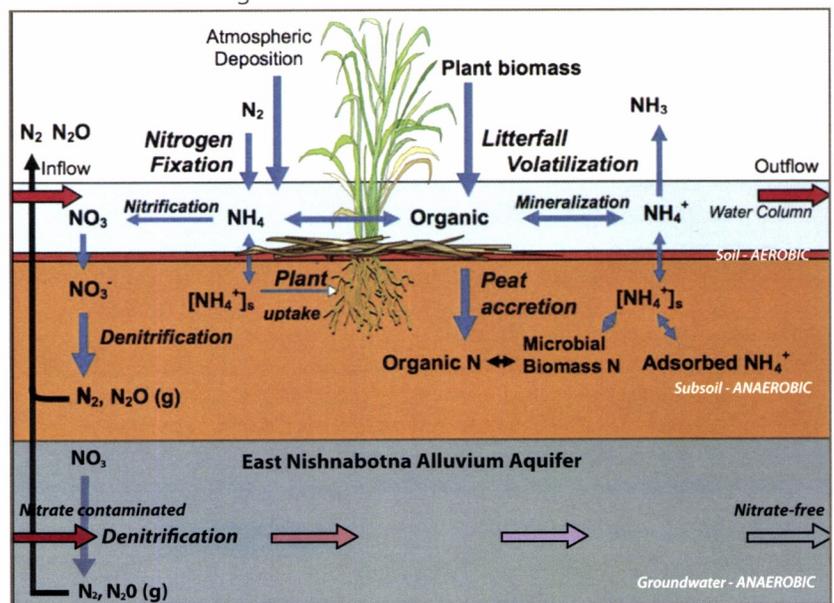
This information proved to be the clincher as to how to naturally and economically remove nitrate from the Elliott groundwater: return the L-shaped 22-acre site east of the well back into a wetland and add a native grass buffer.

The school district agreed to donate 4.7 acres it owned just north of the elementary school to the project. The farmer who owned the remaining 18 acres agreed to sell it to the city of Elliott

if, several of Elliott residents agreed to sell portions of their property in order to square up the property line. This was truly a community effort.

Microbes in wetland soils reduce nitrate

A wetland reduces nitrate in the groundwater through a natural process. The decomposition of plant debris in a wetland is carried out by microscopic organisms called microbes in the top three inches of soil. They need oxygen to feed on carbon in plant material. Microbes take oxygen from the wetland water in the soil. Peat is the result of feeding on carbon.



Solutions Target Contaminants, Not Water Treatment



SWP LOCAL PLANNING TEAM AND CONTRIBUTORS

City of Elliott
Griswold Schools
Local landowners
U.S. Corps of Engineers
Montgomery County Conservation
Montgomery and East Pottawattamie districts of Soil and Water Conservation
Iowa Department of Natural Resources
Resource Enhancement and Protection grant (REAP)
IDALS — Division of Soil Conservation
Watershed Improvement Review Board
U.S. Fish and Wildlife Foundation 5 Star Grant
Montgomery and Pottawattamie Pheasants Forever
Montgomery County Board of Supervisors
USDA-Natural Resources Conservation Service

When the oxygen in the soil's water is used up, microbes take oxygen from nitrate in the subsoil. The nitrate, losing its oxygen, turns into nitrogen and nitrous oxide gases, both of which escape into the air. This process is called denitrification.

When oxygen from the subsoil is exhausted, the microbes move into groundwater to break up nitrate and use oxygen. Water drawn from the aquifer after it passes through the wetland has little to no nitrate left.

Even though the area east of the well was drained, the subsoil created by several thousand years of wetland remains. When the wetland is reestablished, the belief is the microbes will reach critical activity much sooner than starting from scratch.

Collaboration and connections

Through a 28E agreement from the SWP Program for Priority Community Water Supplies, the Golden Hills RC&D staff assisted the SWP Team in coordinating and locating resources to complete the SWP team-developed plan.

NRCS and Division of Soil Conservation staff developed the technical wetland plans and obtained necessary permits and program funds for completion of the plan.

Funding to purchase the farmland was secured from a grant from the Watershed Improvement Review Board.

Bridge materials, left over from a project done by the city of Stanton,

have been offered to Elliott's wetland project, including help from city of Stanton employees to install the bridge.

Soil removed from the site will be used to build up the path through the wetland to facilitate the outdoor classroom and paths. Additionally, the county will use the extra soil for raising a nearby road that historically floods during wet periods. Remaining soil may be offered to the Elliott community and others nearby.

Excavation

The soybean field on the school-donated acres was harvested right after the project ground-breaking ceremony Oct. 11, 2012. Ground work will be completed in April 2013.

Community benefits

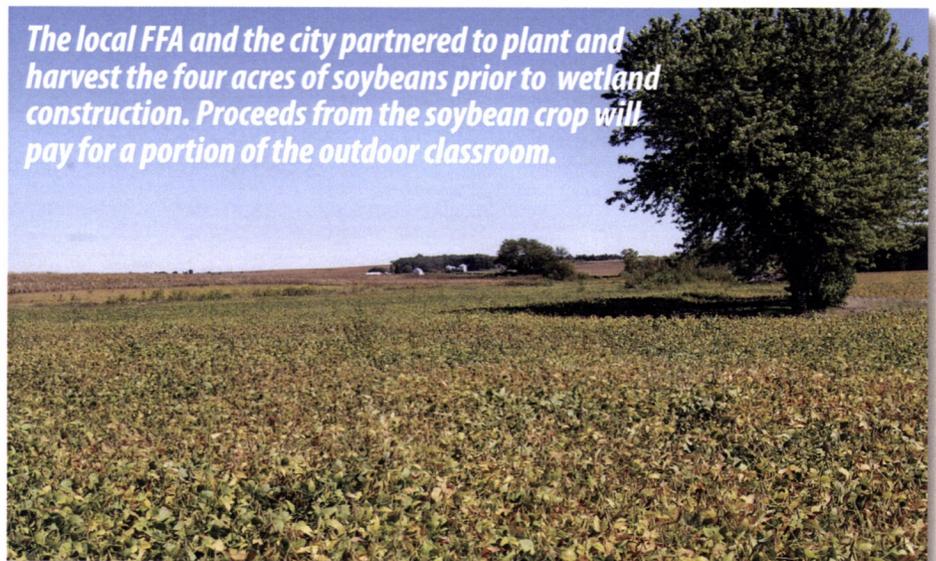
When completed, the Elliott and surrounding communities will have a short and long walking trail with a bridge over the wetland, interpretive panels, and a shelter house for enjoying wetland wildlife viewing.

Educational opportunities for elementary school children will include movement of the sun through the installation of a human sundial, wildlife viewing with a bird feeding station and telescope, and hands-on learning of the environmental sciences, such as: water testing.

"Our students are so lucky to have this experience of learning how to protect and appreciate their natural resources to ensure quality drinking water," says Deb Karwal, naturalist for Montgomery County Conservation. "A short walk will take them back into Iowa's history, and they can observe native creatures. These kids will grow up to love their environment."

For more information email SWP Coordinator Becky Ohrtman at Rebecca.Ohrtman@dnr.iowa.gov or call her at 515-725-8332.

The local FFA and the city partnered to plant and harvest the four acres of soybeans prior to wetland construction. Proceeds from the soybean crop will pay for a portion of the outdoor classroom.



CITY OF _____

PHASE 2 SOURCE WATER PROTECTION PLAN

PLAN ORGANIZED BY: _____

DATE APPROVED BY CITY COUNCIL: _____

DATE SUBMITTED TO DNR: _____

DATE APPROVED BY DNR SWP PROGRAM: _____



SWP PLANNING TEAM MEMBERS

NAME	POSITION	EMAIL	PHONE

SOURCEWATER PROTECTION WORK PLAN

City of _____ PWSID _____

Date Initiated/Updated: _____

Activity	Start Date	Completion Date	Responsible Personnel	% Completed	Comments
Organize SWP Community Planning Team & Develop Member Contact List					Meetings held to organize the Community SWP Team
Water Monitoring of individual wells		Ongoing			
Develop Emergency Response Plan					



FARM STORE

JESUP, IOWA

1134 220th Street • Jesup, Iowa 50648
www.bandbfarmstore.com

Date 10/26/16
No. 0246

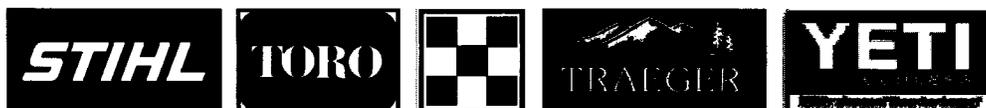
QUOTE

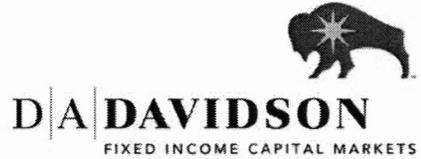
(319) 827-1463
Toll Free: (800) 280-1463
Fax: (319) 827-2021

Name City of Jesup Phone: _____

Address _____ State _____ Zip _____

QTY	DESCRIPTION	AMOUNT	
1	Toro Model 74928		
	26.5 HP Kohler EFI w/ 72" Turbo Force Deck	14,443	-
	Gov't Discount	4044	-
		10399	-
	less Toro 74928 Trade	8600	-
		\$ 1799	-
1	Toro Model 74926		
	26.5 HP Kohler EFI w/ 60" Turbo Force Deck	13,888	-
	Gov't Disc	3888	-
		10,000	-
	less Toro 74926 Trade	8300	-
		\$ 1700	-
	Thanks for the Opportunity!		
		SUBTOTAL	
		TAX	
		TOTAL	





October 26, 2016

Ms. LeAnn Even, CMC, ICMC, CFO
City Clerk/Treasurer
City of Jesup
P.O. Box 592
Jesup, Iowa 50648

Re: Municipal Advisor Services Agreement

Dear Ms. Even:

On behalf of D.A. Davidson & Co. (“we” or “D.A. Davidson”), we wish to thank you for the opportunity to serve as municipal advisor to the City of Jesup, Iowa (“you” or “Client”), with respect to the proposed issuance of approximately \$1,625,000 of Local Option Sales and Services Tax Revenue Bonds, Series 2017 (the “Securities”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor with respect to such services effective on the date this Agreement is executed by you (the “Effective Date”).

1. **Scope of Municipal Advisor Services to be Provided by D.A. Davidson.** (a) You hereby engage D.A. Davidson to serve as municipal advisor with respect to the proposed issuance of the Securities, and in such capacity D.A. Davidson agrees to provide advice as to the structure, timing, terms and other matters regarding the Financing, including the following services, if and as requested by you (the “Scope of Services”):

- Review financial information to determine the ability of the Client to incur and repay the debt.
- Prepare analyses according to the size of the Bond issue, the term the Bonds will be outstanding, and the expected interest rates on the Bonds, and revise such schedules as necessary.
- Recommend maturity schedules, call features, method and timing of the bond sale and other terms necessary to ensure the lowest available interest rates on the Bonds. In preparing the maturity schedules, analyze the best alternative for payment of the debt service in conjunction with the Client’s outstanding debt, and future financing needs.
- Coordinate with Client Officials and all project professionals, including Bond Counsel.
- Consult with Bond Counsel and review legal documentation on the Client’s behalf. Bond Counsel will draft all legal proceedings, and will advise as to proper legal procedure to ensure a favorable and marketable legal opinion on the Bonds.
- If the Bonds are to be rated, prepare and disseminate the information necessary for review by a bond rating agency to obtain rating on the Bonds and will make recommendations in that regard for improved marketing of the Bonds (“Underlying Rating”).
- Participate in the sale of Bonds, and provide bond market trend information and other information to facilitate the sale.

- Coordinate with the Underwriter and prepare the final debt service schedules, and other related schedules and calculations for the Client, and Bond Counsel.
- Assist the Client in delivery of the Bonds and Bond proceeds to the Client in such a manner that bond proceeds will be immediately available as needed.
- Assist the Client with such other usual and customary financial advisory services as may be requested by the Client.

Under Municipal Securities Rulemaking Board (“MSRB”) Rule G-23, D.A. Davidson will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. D.A. Davidson is registered as a municipal advisor with the Securities Exchange Commission and MSRB.

(b) The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.

(ii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Financing or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. **Municipal Advisor’s Regulatory Duties When Servicing You.** MSRB Rule G-42 requires that D.A. Davidson make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by D.A. Davidson to you. The rule also requires that D.A. Davidson undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. D.A. Davidson is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on your behalf.

You agree to cooperate, and to cause your agents to cooperate, with D.A. Davidson in carrying out these regulatory duties, including providing to D.A. Davidson accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, you agree that, to the extent you seeks to have D.A. Davidson provide advice with regard to any recommendation made by a third party, you will provide to D.A. Davidson written direction to do so as well as any information you have received from such third party relating to its recommendation.

3. **Compensation.** (a) For its Services, D.A. Davidson will charge a sum of fourteen thousand, nine-hundred, fifty dollars (\$14,950) without a written agreement signed by the parties. Such sums include travel related expenses which will not be billed to you separately. If additional services are requested by you, D.A. Davidson will prepare and submit to you an estimate of the total cost associated with such additional services. You will review and approve in writing such cost estimate for additional services and the total compensation and reimbursement to be paid by you to D.A. Davidson for such approved additional services shall not exceed the approved amount. D.A. Davidson’s fees for additional

services shall be billed on an hourly basis at D.A. Davidson current standard rates, which will in no event exceed the amount approved by you in writing for such additional services. D.A. Davidson's current hourly rates are \$200 for a Senior Vice President.

(b) D.A. Davidson will submit bills to the Client for Services rendered upon completion of services rendered.

4. **Out-of-Pocket Expenses.** D.A. Davidson shall be responsible for any costs it may incur in the performance of its obligations under this Agreement unless otherwise provided herein

5. **Term and Termination.** The term of this Agreement shall extend from the Effective Date to August 8, 2017. Notwithstanding the forgoing, either party may terminate D.A. Davidson's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party.

6. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of D.A. Davidson or any of its associated persons, D.A. Davidson and its associated persons shall have no liability to you for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from your election to act or not to act, as the case may be, contrary to any advice or recommendation provided by D.A. Davidson to you. No recourse shall be had against D.A. Davidson for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of yours arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of the Bonds, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of D.A. Davidson's fiduciary duty to you under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

7. **Required Disclosures.** MSRB Rule G-42 requires that D.A. Davidson provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in D. A. Davidson's Municipal Advisor Disclosure Statement delivered to you together with this Agreement.

8. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

9. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of you and D.A. Davidson, our respective successors and permitted assigns; provided however,

neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

12. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. **Authority.** The undersigned represents and warrants that he or she has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct D.A. Davidson's performance of its activities under this Agreement:

<u>Print Name</u>	<u>Title</u>
Larry Thompson	Mayor

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return a copy of this letter.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

A handwritten signature in cursive script that reads "Michael Maloney".

By:

Name: Michael Maloney

Title: Senior Vice President

This Agreement is hereby accepted for and on behalf of the City of Jesup.

CITY OF JESUP, IOWA

By: _____

Name: Larry Thompson

Title: Mayor

Dated: _____, 2016



Fee Schedules

The following information regarding Financial Advisor's Fees are stated as of April 11, 2014:

Bond Transaction Fee Schedule

General Obligation notes or bonds issued:

If the amount of obligation(s) issued		then the fee shall be:
is more than	and not more than	
\$0	\$1,000,000	1% of the par amount of notes or bonds issued
\$1,000,000	\$2,000,000	\$13,000
\$2,000,000	--	\$15,000

Utility Revenue or Sales Tax Revenue notes or bonds issued:

1.15 times above General Obligation fees

Hourly Fee Schedule

Managing Director	\$220/hour
Senior Vice President	\$200/hour
Vice President	\$180/hour
Associate	\$90/hour

Hourly fees would only be applicable to analysis and services not directly related to the bond issuance process that are specifically requested and discussed with the City. The hourly fee would not apply to any start-up analysis or regular interactions between D.A. Davidson and the City.

Annual Retainer Fee

Some of our clients prefer a retainer approach to provide cost savings in advance of a period where they anticipate significant planning needs, but not necessarily a bond issuance. A potential retainer fee is fully negotiable and can be customized to meet the needs of the City. For work completed under the retainer resulting in a bond transaction, the retainer fee would be waived. The retainer provides benefit as it would be a discounted rate as compared to the hourly fees. In lieu of a quote at this time, we would be happy to discuss a retainer with the City at their discretion.

Continuing Disclosure

Fees for Continuing Disclosure filings are as follows, depending on the requirements of the City's Continuing Disclosure Certificates:

Filing of annual audited financial statements only:	\$500 per filing per year;
or	
Filing of annual operating data (tables from final Official Statement) and annual audited financial statements:	\$1,000 per filing per year

	City Laundry	Aramark	Premier Linen
36" Snap Mop	\$1.24	\$1.16	\$1.25
48' Snap Mop	\$1.40	n/a	\$1.50
3x5 Scraper	\$2.20	\$1.85	\$2.39
3x10 Mat-EOW	\$5.30	\$4.75	\$5.30
4x6 Mat-EOW	\$4.62	\$3.75	\$4.00
3x5 Mat - EOW	\$2.93	\$2.55	\$2.65
Air Freshner	\$3.39	\$2.00	\$2.65
Service Charge	\$12.90	\$4.12	\$12.00
Pants/Shirts	\$10.75	\$13.53	\$9.68
Pants/Shirts	\$10.75	\$13.53	\$9.68
Pants/Shirts	\$10.75	\$13.53	\$9.68
Weekly Total	\$66.23	\$60.77	\$60.78
CONTRACT	5 YEARS	3 YEARS	3 YEARS
Yearly increase	7%	5%	3%
Year 2	\$70.87	\$63.81	\$62.60
Year 3	\$75.83	\$67.00	\$64.48
Total cost after 3 years	\$11,071.99	\$9,962.03	\$9,768.97



City Laundering Co Rental Service Agreement

11-10-16

Account 140046-00

Customer	Sales	Office
Effective Start Date of Service Agreement		
Expiration Date of Service Agreement		

1700 So. Frederick | P.O. Box 622 | Oelwein, IA 50662 | (800) 798-5621 | Fax (319) 283-5636 | www.citylaundering.com

Business Name: City of Jesup
Address: 815 10th St, PO Box 592, Jesup IA 50648-0592
Phone: 319-827-3602

This Agreement made this _____ **day of** _____
 City Laundering Co. hereafter referred to as "Supplier," and the undersigned, hereafter referred to as "Customer," agree, the one with the other, on the following whereby the Customer rents garments and/or other merchandise from Supplier.

CHANGES/SIZES	DESCRIPTION	PRICE	CHANGES/SIZES	DESCRIPTION	PRICE
	EW Account				
1	36" Snap Mop <i>shop</i>	\$5.39			
1	48" Snap Mop <i>comm. em</i>	\$6.08			
1	3x5 Scraper <i>shop</i>	\$2.20			
1	3x10 Mat-EOW <i>ch</i>	\$10.59			
1	4x6 Mat-EOW <i>ch</i>	\$9.23			
1	3x5 Mat-EOW <i>ch</i>	\$5.87			
1	Air Freshener <i>shop</i>	\$3.39			
	Service Charge	\$12.90			
Per Change	Riggs Jeans/Hi Vis Shirts	\$2.15			
Per Change	Reed Jeans/ Hi Vis Shirts	\$1.93			

- Supplier agrees to furnish the above-referenced uniforms and items, as well as such other additional uniforms and items as may be subsequently requested by the Customer. If additional items are requested, those items will automatically become a part of and subject to the terms of this agreement. Customer agrees to rent exclusively from Supplier and to assume responsibility for all items on this agreement plus any others subsequently requested by Customer and furnished by Supplier. If any rental items furnished to the Customer are lost, damaged, destroyed or abused while in the Customer's possession from any cause other than normal wear, the Customer shall then be subject to a replacement charge for those items.
- The term of this rental agreement shall be for sixty (60) months from the effective start date of this agreement. Customer agrees this agreement [] will, [] will not automatically renew for one (1) like term. _____ (initial)
- The terms of this agreement shall apply to all increases or additions in merchandise and related services. Charges may be imposed or charged from time to time by written notice to the customer. The sending of an invoice to the Customer containing such charges shall be construed as such written notice. Since company's cost of doing business, such as costs of labor, materials, utilities, transportation and supplies may fluctuate, Customer agrees that all charges may be adjusted annually. It is hereby agreed that such price adjustments shall not exceed 7% per year. Pricing on this agreement is agreed to by company and Supplier upon signing. The offer of lower pricing by another Supplier is not a valid reason to breach this agreement.
- Customer acknowledges that Supplier inquired regarding any obligations with any other party for services which are the subject of this agreement, and Customer assures Supplier that none exist. No inducement has been made by Supplier for Customer to improperly terminate any pre-existing service agreement with another party. The Customer acknowledges receipts of this contract.
- The person signing on behalf of the Customer warrants to the supplier that he/she has the authority and power to execute this agreement on behalf of the Customer, and that the Customer has full knowledge of this agreement. Acceptance of the first delivery shall constitute acknowledgment by the Customer of the authority of the person executing this agreement. Customer has read this agreement in its entirety, understands it and as a merchant agrees to its terms.
- This agreement is subject to the additional terms and conditions set forth on the following pages hereof, all of which are incorporated in, and made part of this agreement

Initial Here:

City Laundering _____

Customers _____

7. All garments and other merchandise supplied under this agreement shall remain the property of Supplier, except that if this agreement is cancelled by the Customer for any reason prior to its regular expiration. Customer agrees to purchase said garments and merchandise at fair market value. Customer recognizes that in establishing service, Supplier has made a substantial capital investment in this account. If this agreement is terminated early, it is agreed that Supplier's damages will be substantial and difficult to ascertain. In recognition of these facts, it is agreed that in the event the Customer terminates service for any reason, at any time other than at contract expiration date, Customer shall pay Supplier as liquidated damages, and not as a penalty, an amount equal to 50 percent of the average weekly rental charges charged during the previous weeks of the contract period multiplied by the number of weeks remaining in this agreement. Upon payment of said amount and delivery to Supplier of all textiles covered by this agreement, Customer will be relieved from payment of future rental charges.
8. Textile Use:
 - a. The Customer may use the textiles for all purposes that are incidental to the Customer's normal activities. The Customer shall NOT use textiles to clean up spills of hazardous waste, as defined by applicable local, state and federal regulations.
 - b. The Customer shall not pour excess solvents or any other chemicals onto textiles as a means of disposing of excess solvents or chemicals.
 - c. The Customer shall establish and maintain at all times a collection system that complies with all applicable local, state and federal environmental and workplace regulations.
9. Collection of soiled textile:
 - d. If the soiled textile bears free liquid, the Customer will use a collection system or other process to remove this free liquid.
 - e. If the soiled textile does not bear free liquid, the Customer may place it in a soiled textile holder outside of a collection system prior to its transportation to the textile rental Company.
10. WARNING! In the event that under this agreement rental garments are furnished to the customer, it is the customer's responsibility to identify risks and hazards in the workplace and to protect employees. The Supplier denies all responsibility for injury due to fire or chemical burn. If said garments are intended to be used by persons working near molten metal, sparks, or flames, or where caustic chemicals might spill or splash, 100% cotton or standard 65% Polyester/35% Cotton fabrics offer no protection against these hazards. Customer acknowledges this warning and hereby agrees to indemnify and hold harmless Supplier from any and all claims or damages arising out of any complaint that the garments were inadequate for said protection.
11. The Customer agrees that the Supplier may take a periodic inventory upon the premises of the Customer. Customer grants Supplier the right to enter the premises and to recover its merchandise.
12. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors or assigns. No waivers or statements made by any representative of the Supplier shall be valid unless set forth herein.
13. If a Customer is leasing garments, Customer agrees to pay the weekly charge per employee. Weekly rental charge begins on the date of first delivery. The first delivery shall include a preparation charge for each garment issued to wearer of \$1.25. The preparation charge is subject to change as the Supplier's costs change. Rental rates listed on said agreement will be subject to CAM charges.
14. Customer agrees to indemnify, reimburse and hold Supplier harmless from and against any and all claims, losses, liabilities, demands, suits, judgments, or causes of action and all legal proceedings whether civil or criminal, penalties, fines and other sanctions and any costs and expenses in connection therewith, including attorney's fees and expenses, which may result from or arise in any matter as a result of any act or omission on the part of Customer with respect to the textiles or garments leased, if any hereunder. Customer shall indemnify or reimburse Supplier for any attorney fees, court costs and expenses incurred by Supplier in any attempt to collect amounts owed under the agreement in the event the agreement is unreasonably terminated by Customer in violation of terms set forth in this agreement. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
15. Supplier agrees to furnish the Customer with garments and other merchandise freshly laundered, mended and finished to industry standards. Supplier warrants to give good service to the Customer. The Customer shall have the right to terminate this agreement by giving Supplier written notice that service or quality problems exist. Said written notice shall be provided to the business manager of Supplier, which shall mean the person who has authority to sign contracts and make similar business decisions for Supplier. Supplier then shall have thirty (30) days from receipt of said written notice to correct said problems. If problems are not corrected in thirty (30) days by Supplier, the contract may be terminated by Customer.

This agreement is subject to an addendum: Yes _____ No _____ If yes is checked, see attachment.

CITY LAUNDERING CO.

CUSTOMER

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Manager's Signature _____

Email Address _____

Would you like a copy of the contract *emailed / mailed* to you?

Jesup City Hall Service Proposal

Prepared By:

Adam Hadjis
Account Executive
hadjis-adam@aramark.com
319-538-1518



October 17, 2016*

This Service Proposal is subject to the terms and conditions in Aramark's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise.

*Proposal good through 11-16-2016



10/17/2016*

Jesup City Hall
791 6th Street
Jesup, IA 50648
(319) 827-1522

GARMENTS

NUMBER OF WEARERS	MERCHANDISE	ITEMS PER WEARER	PER ITEM PRICE	FREQUENCY	EASYCARE™ (per item per week)
3	Pant, Carpenter, Dickies-Blue Denim	11	\$0.320	Weekly	\$0.13
3	Shirt, High Visibility-Yellow	11	\$0.580	Weekly	\$0.20

ALLIED MERCHANDISE

MERCHANDISE	QUANTITY	MINIMUM BILLING %	RATE PER ITEM	FREQUENCY	INVENTORY MAINTENANCE
Standard Managed Restroom Service with Soap, Air Freshener, Toilet Tissue, Paper Towels, Hand Sanitizer	1	100%	\$31.810	Weekly	Not Incl.
Dust Mop Handle-Black	2	100%	\$0.000	Weekly	Not Incl.
Dust Mop, Synthetic, 36"-Green	2	50%	\$0.580	Weekly	Not Incl.
Mat, Scraper, 3x5, Black	1	100%	\$1.850	Weekly	Not Incl.
Mat, CareGuard, 3x10-Brown	2	50%	\$4.750	Weekly	Not Incl.
Mat, CareGuard, 4x6, Brown	2	50%	\$3.750	Weekly	Not Incl.
Mat, CareGuard, 3x4-Dark Gray	2	50%	\$2.550	Weekly	Not Incl.
MicroFiber, Cloth, Industrial-Navy, 16x16	50	100%	\$0.040	Weekly	1%
Dispenser, Hygiene, Prosoy-2125 ML	1	100%	\$0.000	Weekly	Not Incl.

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise.

*Proposal good through 11-16-2016



SETUP CHARGES	
ITEM	COST PER PIECE
Company Emblem	\$0.00
Name Emblem	\$0.00
Preparation Charges	\$0.00
Embroidery	\$0.00

ESTIMATED WEEKLY PRICING SUMMARY	
Weekly Garment Costs	\$40.59
Weekly Allied Costs	\$48.19
Service Charge	9%
Estimated Base Weekly Invoice Total	\$96.77

Presented by:
Adam Hadjis
Account Executive
319-538-1518
hadjis-adam@aramark.com

Thank-You For Considering Aramark!

We know you have a choice when it comes to uniform companies. That is why we make sure everything we do and everything we offer is with you in mind. As an industry leader for over 75 years, we work hard to provide solutions to help keep your workplace clean, safe and comfortable. Simply put, everyone at Aramark is dedicated to support your business!

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise.

*Proposal good through 11-16-2016



SERVICE AGREEMENT

CUSTOMER NO. _____

PAGE NO. _____

Service to ("Customer"): Jesup City Hall
791 6th Street

Bill to: Jesup City Hall
791 6th Street

Service Address

Billing Address

Jesup IA 50648
 City State Zip Code

Jesup IA 50648
 City State Zip Code

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE™ (per item per week)	REPLACEMENT CHARGE (PER ITEM)
3	Pant, Carpenter, Dickies-Blue Denim	11	0	\$0.320	Item Pricing	Weekly	\$0.13	\$28.00
3	Shirt, High Visibility-Yellow	11	0	\$0.580	Item Pricing	Weekly	\$0.20	\$59.00

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
Standard Managed Restroom Service with Soap, Air Freshener, Toilet Tissue, Paper Towels, Hand Sanitizer	1	\$31.810	Weekly	100%	Not Incl.	Current Rate
Dust Mop Handle-Black	2	\$0.000	Weekly	100%	Not Incl.	\$12.50
Dust Mop, Synthetic, 36"-Green	2	\$0.580	Weekly	50%	Not Incl.	\$10.50
Mat, Scraper, 3x5, Black	1	\$1.850	Weekly	100%	Not Incl.	\$67.00
Mat, CareGuard, 3x10-Brown	2	\$4.750	Weekly	50%	Not Incl.	\$164.00
Mat, CareGuard, 4x6, Brown	2	\$3.750	Weekly	50%	Not Incl.	\$120.00
Mat, CareGuard, 3x4-Dark Gray	2	\$2.550	Weekly	50%	Not Incl.	\$64.00
MicroFiber, Cloth, Industrial-Navy, 16x16	50	\$0.040	Weekly	100%	1%	\$0.90
Dispenser, Hygiene, Prosoy-2125 ML	1	\$0.000	Weekly	100%	Not Incl.	\$28.00
AIR FRESH DISP.	1	2.00	WEEKLY	100%	-	\$25.00
REFIL	AS NEEDED	N/C	E4W			

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

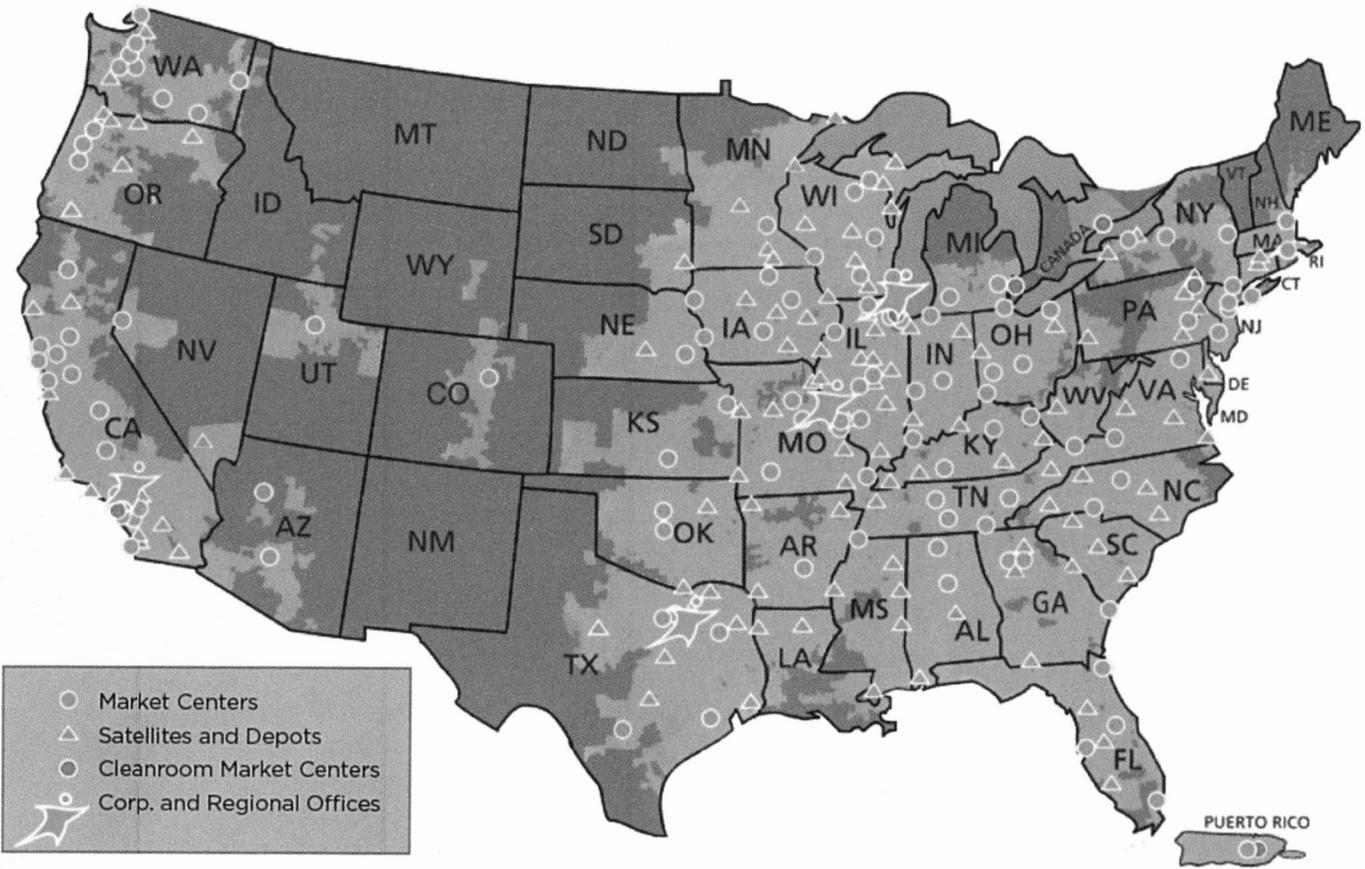
Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for ~~30~~ ³⁶ consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page

We're a Local Business that has a National Footprint



- Market Centers
- △ Satellites and Depots
- ◻ Cleanroom Market Centers
- ★ Corp. and Regional Offices

**2,000
TONS**

Everyday, we pick up, launder and deliver over 2,000 tons of clean laundry.

Aramark serves you at a local level

- Located at 600 Linden Avenue in Waterloo, IA.
- Over 100 Personnel
- Average Tenure is 8 years
- 9 local routes that run Monday through Friday
- 2 District Managers that will oversee your account
- Service provided by All-Star RSR





Let us help you manage
your uniform program with
EasyCare[®]

**HERE'S WHY YOU'LL
LOVE EASYCARE[®]:**

- Replenishment of ruined garments means you have **what you need when you need it**
- **Invoice consistency** means no unexpected ruin charges for covered garments
- **Predictable invoices** mean easier budget planning for your business
- Expect to pay only **pennies per week per garment** and avoid unexpected charges for ruined garments
- **Peace of mind** so you save time & can focus on your job



How EasyCare[®] Can Help You

1 What is EasyCare[®]?

EasyCare[®] is a program that helps make managing your uniform program as hassle-free as possible. Instead of being charged for each garment item as it is ruined; a nominal fee per garment is charged each week. This predictability will help level your weekly invoice and allow you to spend more time focusing on your business.

2 How does EasyCare[®] work?

With EasyCare[®] you can expect your Route Sales Representative to help ensure that each weekly delivery includes replacement of covered garments that were ruined so you won't be short handed. The last thing you want to deal with is a frustrated employee who doesn't have enough uniforms. EasyCare[®] provides the peace of mind you need to focus on what really matters, the success of your business.

3 How much does EasyCare[®] cost?

The program fees are pennies per week per garment. Pricing will depend on the garment and fabric type. Preparation, name and emblem charges will continue to apply. Specialty garments may be slightly higher and the program does not cover intentional abuse, lost garments and non-garment merchandise. See your invoice or service agreement for the applicable fees.

To learn more about EasyCare[®], speak to your Aramark Representative or call 800-ARAMARK (272-6275) today! Visit us at aramarkuniform.com

*For garments covered by EasyCare[®], you will be billed a weekly fee per garment to cover merchandise that is ruined beyond reasonable repair. No separate ruin charges will be assessed on covered garments unless a garment is intentionally abused, in which case standard ruin charges will apply. The EasyCare[®] fee may be increased from time to time in the same manner as other charges may be increased under your service agreement. EasyCare[®] does not cover lost products and standard loss charges will continue to apply. Aramark or Customer may discontinue EasyCare[®] at any time by providing written notice to the other party in which case standard ruin charges will apply.

Tools to Help Monitor & Control Your Inventory



Inventory Audit Programs ensure accurate deliveries

Inventory Analysis tracks inventory levels and helps control overcharges and product shortages



Garment Lockers help minimize risk of product loss, reduce clutter, and help avoid costs of lost goods



Aramark Towel Manager (ATM) separates soiled towels from clean resulting in laundering efficiencies and a cleaner workplace

Customer Service

- 24/7 Call Center
- Live Operators in Lexington, KY
- 1 (800) 272-6275
- Mandatory 2 Hour Call Back
- 98% Satisfaction Rate
- Local Management Team
- On site Surveys and Inventories



Aramark ensures customer requests are handled promptly

- Customer Service records all communications and actions performed from the time you call in until the request is resolved at the Market Center.
- Customer requests must be responded to within 2 hours of initial contact.
- Customer Service must receive a resolution response within 24-hrs of submitting a call in.
- Process ensures an expedient and methodical response with proper attention, action and follow up protocol.

CUSTOMER SERVICE REPORT – Sample
SERVICE REPORT

ARAMARK Uniform Services Message Number:

SPECIAL SERVICE

Customer Name: Customer Number:

Master Sts Net Acct ID Garm ID Route 1234 Mon Tue Wed Thu Fri

Extra Address:
Address:
City: State: Zip:
Serv Contact: Customer Phone:
Call Contact: Contact Phone:

Message Type:

Date: Time: Received by: Complaint: (Y/N)

Follow up date: ___/___/___ Responsible Person: _____

Estimated Resolution Date ___/___/___ Date Resolved ___/___/___

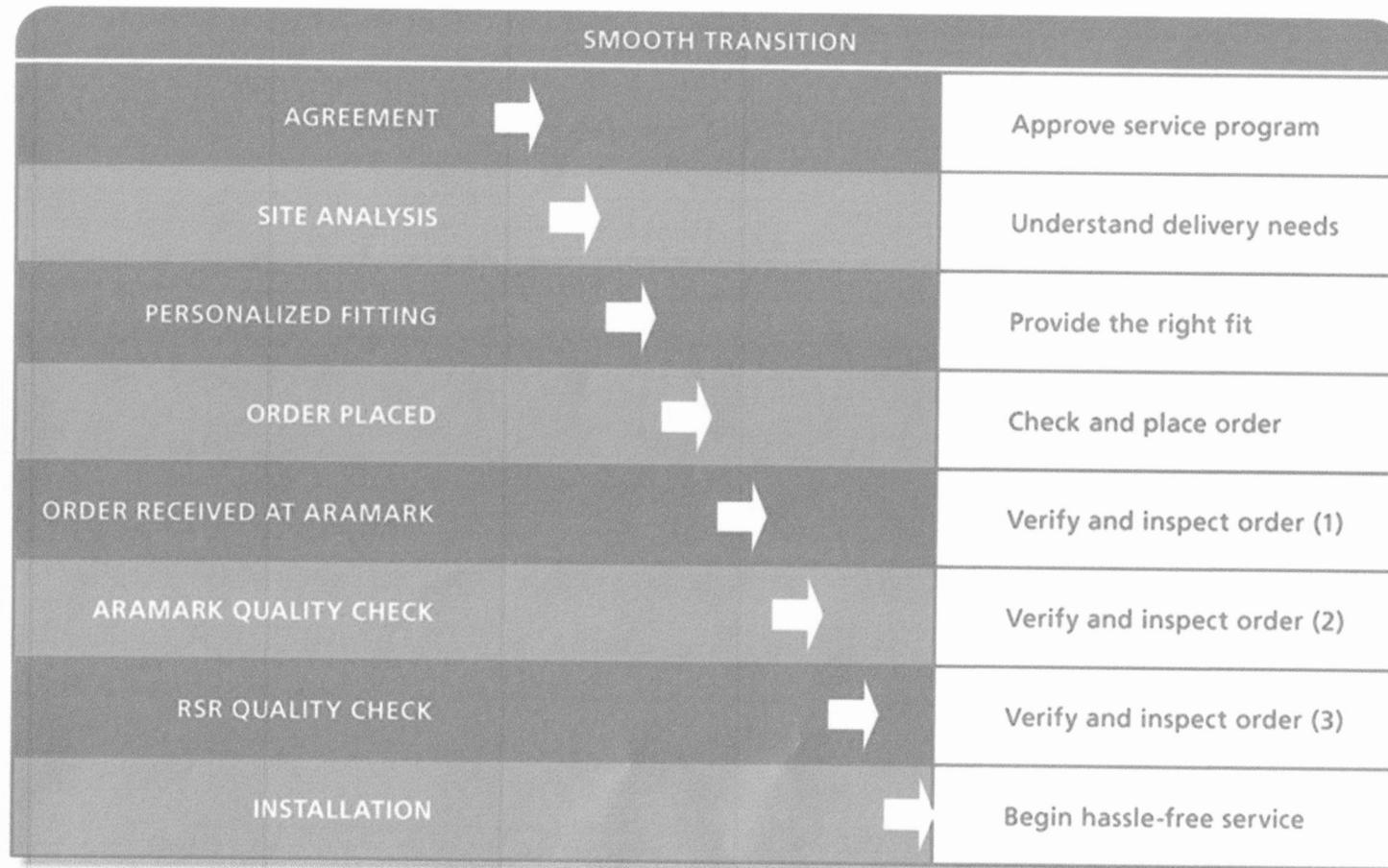
ALL-STAR SERVICE

All star service ensures highest levels of customer satisfaction

- Accurate and timely deliveries
- Managed inventories
- Proprietary installation process to make starting a new program quick and easy
- Responsive and hassle-free customer service to handle all your needs quickly
- Comprehensive customer satisfaction review process
- Controlled costs create even and predictable billing



Our process ensures a smooth transition



City of Jesup

From: Mike Heiderscheit <sales@premierlinen.com>
Sent: Tuesday, October 25, 2016 3:25 PM
To: City of Jesup
Subject: Re: uniform and mat proposal

All items are based on weekly service, I know you mentioned one mop could be changed every 4 weeks that would only change price slightly. Paper and soaps are direct sale and only billed when delivered.

Sent from my U.S.Cellular® Smartphone

----- Original message-----

From: City of Jesup
Date: Tue, Oct 25, 2016 3:04 PM
To: Mike Heiderscheit;
Cc:
Subject: RE: uniform and mat proposal

Mike,
Thank you for the proposal. What is the frequency on the items listed below?

Thanks,

LeAnn M. Even, CMC, ICMC, CFO
City Clerk/Treasurer
City of Jesup
P.O. Box 592 Jesup, IA 50648
Ph 319-827-1522 Fax 319-827-3510
Pop 2520

From: Mike Heiderscheit [<mailto:sales@premierlinen.com>]
Sent: Tuesday, October 25, 2016 8:02 AM
To: jesup@jtt.net
Subject: uniform and mat proposal *x 11 inventory*

LeAnn,

Here is my proposal, look forward to meeting tomorrow.

Mop Handle	NC	
36" Mop	\$1.25	Flat Rate
42" Mop	\$1.50	Flat Rate
Scraper 3x5	\$2.39	Flat Rate
3x10 Mat	\$5.30	Flat Rate
4x6 Mat	\$4.00	Flat Rate
3x5 Mat	\$2.65	Flat Rate
Hi Vis Shirt	\$.46	100% Billing
Riggs Jean	\$.35	100% Billing <i>R Wrangler .27x11</i>
Polo Shirt	\$.28	100% Billing
CRT Rags	\$1.50	Per Pound as Needed
Air Freshener	\$2.65	Flat Rate
Soap dispenser	NC	

Solopol Hand Cleaner	\$71.00	cs 2 gal per case
Center Pull Paper	\$63.95	cs 6 per case
Tork Jumbo T.P.	\$65.95	cs 6 per case
Paper Dispenser	NC	
Uniform Setup Charge	\$.75	per garment waived initial
Nametag	\$.75	waived initial
Company Emblem	\$4.50	waived initial
Garment Protection	\$.07	per garment optional program
Service Charge	\$12.00	per delivery

Thank You
Mike Heiderscheit
Premier Linen

3 year contract

Price guaranteed
1 year
3070 hours 2nd
3070 " 3rd