



CITY OF INDIANOLA COUNCIL MEETING

July 21, 2025

6:00 PM

City Council Chambers

110 N 1st Street, Indianola, IA

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**
- 5. Consent Agenda**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Approval of Minutes of the prior meetings
 - D. Approval of Applications
 1. Approval of Payment Application Number 2 in the amount of \$95,868.57 to Sternquist Construction for the West Clinton Avenue Reconstruction Project.
 2. Approval of a Payment Application in the amount of \$ \$17,845 to Vanderpool Construction for the South K Street project.
 3. Approval of Payment Application Number 15 in the amount of \$41,504.85 to Vanderpool Construction for the Hillcrest Avenue Pavement Improvements Project.
 4. Consideration of the approval of a liquor license renewal for Danlee Corp, dba Jiffy #921.
 - E. Resolution approving Professional Services Agreement with HR Green for Development of a Pavement Management Plan
 - F. Resolution approving an amendment to an agreement with Snyder & Associates for the East Hillcrest Avenue Reconstruction Project.
 - G. Resolution amending and correcting Resolution Number 2025-103 to correct an error on the calculation of Fiscal Year 26 salaries.
 - H. Resolution approving a letter of support for an Energy Efficiency and Conservation Block Grant for electric vehicle charging stations.

- I. Resolution setting date and time for annual Trick-or-Treat night in the City of Indianola.
- J. Approval of the appointment of Jacob Meshke as an alternate representative to the South Central Iowa Landfill Board.
- K. Approval of Urban Revitalization Designations
- L. Resolution approving salaries.

6. Council Reports

- A. Presentation of the 2024 Police Department annual report.
- B. Committee Reports
 - 1. Catch Des Moines
 - 2. CIRTPA

7. Mayor's Report

- A. Community Update

8. Public Consideration

- A. Old Business
 - 1. Resolution approving final plat for Pickard Commerce Park Plat 1.
 - 2. Discussion and direction regarding animal control in the City of Indianola.
- B. New Business
 - 1. Resolution approving site plan for New Era Homes (304 South 21st Street).
 - 2. Resolution approving site plan for Pickard Lot 12 (300 South 20th Street).
 - 3. Indianola Downtown Façade Revitalization Program
 - a. Public hearing regarding the plans, specs, form of contract and estimate of cost regarding the Indianola Downtown Façade Revitalization Program.
 - b. Resolution approving the plans, specs, form of contract and estimate of cost regarding the Indianola Downtown Façade Revitalization Program.
 - c. Resolution awarding a contract to the lowest, most responsible bidder for the Indianola Downtown Façade Revitalization Program.
 - 4. Informal Resolution
 - a. Resolution accepting and approving an informal resolution.
 - b. Resolution approving an amendment to the City Council Policy Folder to add a policy to fill a mayor or council vacancy.

9. Other Business

- A. City Manager's Report - Jacob Meshke
- B. Discussion and action regarding future agenda items.

- C. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

10. Adjourn



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. Vendor Expense Approval 7212025



Expense Approval Report

By Vendor Name

Post Dates 7/21/2025 - 7/21/2025

APPROVAL OF BILLS - CITY

Josh Rabe, City Council

Ron Dalby, City Council

Steve Armstrong, City Council

Christina Beach, City Council

Mellisa Sones, City Council

Bob Lane, City Council

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 002810 - ACCO UNLIMITED CORP.					
ACCO UNLIMITED CORP.	0254671	07/21/2025	Pool Acid	045-4500-65010	268.20
ACCO UNLIMITED CORP.	0254671	07/21/2025	VMAC CHLORINE	045-4500-65011	838.40
ACCO UNLIMITED CORP.	0254728	07/21/2025	VMAC CHLORINE	045-4500-65011	511.20
Vendor 002810 - ACCO UNLIMITED CORP. Total:					1,617.80
Vendor: 103749 - ACE HARDWARE					
ACE HARDWARE	8806	07/21/2025	CUT WHL CRMC	042-4300-65070	23.96
ACE HARDWARE	8813	07/21/2025	STIHL TRIM LINE	610-8325-65072	31.98
ACE HARDWARE	8882	07/21/2025	AC Repair	015-1500-65076	57.98
Vendor 103749 - ACE HARDWARE Total:					113.92
Vendor: 048228 - AGRILAND FS INC					
AGRILAND FS INC	91058512	07/21/2025	FORK LIFT LP	610-8300-65050	28.74
AGRILAND FS INC	91058514	07/21/2025	ROUNDUP QUICK PRO	042-4300-65070	351.86
AGRILAND FS INC	91058583	07/21/2025	FIELD MARKING CHALK, TURF...	042-4200-65072	1,532.45
Vendor 048228 - AGRILAND FS INC Total:					1,913.05
Vendor: 103081 - AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVICES	1JT6-4DMT-3R3H	07/21/2025	APPLE PENCIL PRO	610-8350-65060	149.98
AMAZON CAPITAL SERVICES	113D-XGNF-73XK	07/21/2025	CIR ITEMS JUV	041-4100-65020	-10.99
AMAZON CAPITAL SERVICES	1PFH-NVQ4-R4LV	07/21/2025	BACKPACK, CAMERA BAG	001-6210-65070	195.00
AMAZON CAPITAL SERVICES	113J-M9TJ-7XD6	07/21/2025	ICE PACKS & DISPOSABLE GLO...	042-4200-65070	126.38
AMAZON CAPITAL SERVICES	1VCF-NP6V-7MGN	07/21/2025	IPHONE CASE, SCREEN PROTE...	110-2100-63730	44.21
AMAZON CAPITAL SERVICES	1VCF-NP6V-7MGN	07/21/2025	RUGGED IPAD CASE	610-8325-65072	102.85
AMAZON CAPITAL SERVICES	1WVY-MFPK-J9YY	07/21/2025	RUBBER STRIP ROLL, RUBBER ...	015-1500-63100	46.08
AMAZON CAPITAL SERVICES	11V3-THW3-NKD1	07/21/2025	ADVERTISING SUPPLIES	041-4100-64020	52.47
AMAZON CAPITAL SERVICES	11V3-THW3-NKD1	07/21/2025	GENERAL COLLECTION MATER...	041-4100-65020	770.62
AMAZON CAPITAL SERVICES	11V3-THW3-NKD1	07/21/2025	SPECIAL COLLECTIONS MATER...	041-4100-65022	258.60
AMAZON CAPITAL SERVICES	11V3-THW3-NKD1	07/21/2025	OFFICE SUPPLIES	041-4100-65060	11.43
AMAZON CAPITAL SERVICES	11V3-THW3-NKD1	07/21/2025	OTHER MATERIALS/SUPPLIES	041-4100-65070	44.02
AMAZON CAPITAL SERVICES	11V3-THW3-NKD1	07/21/2025	MEMORIALCOLLECTIONS MA...	141-4100-65020	83.43
AMAZON CAPITAL SERVICES	11V3-THW3-NKD1	07/21/2025	FRIENDS SUMMER EXPENSES	141-4100-65023	687.18
AMAZON CAPITAL SERVICES	1ML7-DMTN-4VXV	07/21/2025	ELECTRIC DOOR STRIKE LOCK,...	001-6210-65070	150.44

Expense Approval Report

Post Dates: 7/21/2025 - 7/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES	1WCJ-TNMF-DJFP	07/21/2025	HIGH VISIBILITY LEG GAITERS	110-2100-65500	78.16
AMAZON CAPITAL SERVICES	1XGJ-39PH-CDY3	07/21/2025	PFD BAG	015-1500-65070	159.95
AMAZON CAPITAL SERVICES	1YL4-V911-L9P9	07/21/2025	ACTIVITY CENTER CLEANING S...	042-4200-65070	14.97
AMAZON CAPITAL SERVICES	1YL4-V911-L9P9	07/21/2025	VMAC SEALANT	045-4500-65072	25.78
AMAZON CAPITAL SERVICES	1LDQ-N6VR-PG79`	07/21/2025	ROLODEX	001-6150-65070	40.13
AMAZON CAPITAL SERVICES	1CG3-J4QY-XG1D	07/21/2025	DRIERITE	610-8350-65070	147.49
AMAZON CAPITAL SERVICES	1WHM-LFJY-3FRH	07/21/2025	FOLDERS, PENS, ERASERS	001-6500-65060	63.14
Vendor 103081 - AMAZON CAPITAL SERVICES Total:					3,241.32
Vendor: 090592 - ASCENDANCE TRUCK CENTERS					
ASCENDANCE TRUCK CENTERS	RA301005255	07/21/2025	INSTALL KILL SWITCH #12	110-2100-63320	678.70
ASCENDANCE TRUCK CENTERS	RA301005256	07/21/2025	DIAGNOSTICS - OIL LEAK #23 ...	110-2100-63320	876.59
ASCENDANCE TRUCK CENTERS	RA301005257	07/21/2025	OIL LEAK REPAIR #24 2014 IN...	110-2100-63320	1,342.12
Vendor 090592 - ASCENDANCE TRUCK CENTERS Total:					2,897.41
Vendor: 004603 - AUBERT'S TOWING					
AUBERT'S TOWING	52725	07/21/2025	TOWING (ABANDONED AUTO...	011-1100-64860	175.00
Vendor 004603 - AUBERT'S TOWING Total:					175.00
Vendor: 005254 - BAKER & TAYLOR ENTERTAINMENT					
BAKER & TAYLOR ENTERTAIN...	H72737710	07/21/2025	DVDS	041-4100-65020	18.19
BAKER & TAYLOR ENTERTAIN...	H72774470	07/21/2025	DVDS	041-4100-65020	18.89
Vendor 005254 - BAKER & TAYLOR ENTERTAINMENT Total:					37.08
Vendor: 103317 - BAKER AND TAYLOR SPOKEN WORD					
BAKER AND TAYLOR SPOKEN ...	2039150079	07/21/2025	BOOKS ON CD	041-4100-65020	29.73
Vendor 103317 - BAKER AND TAYLOR SPOKEN WORD Total:					29.73
Vendor: 005251 - BAKER AND TAYLOR					
BAKER AND TAYLOR	2039148549	07/21/2025	BOOKS	041-4100-65020	256.55
BAKER AND TAYLOR	2039148549	07/21/2025	MEMORIAL BOOKS	141-4100-65020	16.53
BAKER AND TAYLOR	2039156392	07/21/2025	BOOKS	041-4100-65020	223.89
BAKER AND TAYLOR	2039156392	07/21/2025	MEMORIAL BOOKS	141-4100-65020	17.10
BAKER AND TAYLOR	2039157665	07/21/2025	DVDS	041-4100-65020	182.41
BAKER AND TAYLOR	2039157665	07/21/2025	MEMORIAL BOOKS	141-4100-65020	14.79
BAKER AND TAYLOR	2039164583	07/21/2025	BOOKS	041-4100-65020	308.44
Vendor 005251 - BAKER AND TAYLOR Total:					1,019.71
Vendor: 102054 - BERNIE LOWE & ASSOCIATES INC					
BERNIE LOWE & ASSOCIATES ...	4667	07/21/2025	411 MED CLAIM	011-1100-64120	259.18
Vendor 102054 - BERNIE LOWE & ASSOCIATES INC Total:					259.18
Vendor: 100097 - BOUND TREE MEDICAL LLC					
BOUND TREE MEDICAL LLC	85832455	07/21/2025	AMBULANCE SUPPLIES - MULT...	016-1600-65070	610.89
Vendor 100097 - BOUND TREE MEDICAL LLC Total:					610.89
Vendor: 102203 - BROWN EQUIPMENT					
BROWN EQUIPMENT	250803	07/21/2025	GROMMET, FUEL GAUGE	042-4300-63320	3.65
Vendor 102203 - BROWN EQUIPMENT Total:					3.65
Vendor: 007816 - CAPITAL CITY EQUIPMENT					
CAPITAL CITY EQUIPMENT	173185	07/21/2025	REPAIRS TO KUBOTA F3990 ...	042-4300-63320	748.05
Vendor 007816 - CAPITAL CITY EQUIPMENT Total:					748.05
Vendor: 007880 - CDW GOVERNMENT INC					
CDW GOVERNMENT INC	AE7VG9K	07/21/2025	ANNUAL LICENSING/SUPPORT	001-6210-67244	878.00
Vendor 007880 - CDW GOVERNMENT INC Total:					878.00
Vendor: 103780 - CENTRAL IOWA FASTENERS					
CENTRAL IOWA FASTENERS	10101	07/21/2025	VMAC POOL CLEANING SUPPL...	045-4500-65070	380.50
CENTRAL IOWA FASTENERS	10305	07/21/2025	JANITORIAL SUPPLIES-PICKARD	042-4200-65070	89.00
CENTRAL IOWA FASTENERS	10306	07/21/2025	JANITORIAL SUPPLIES - PICKA...	042-4200-65070	285.00
Vendor 103780 - CENTRAL IOWA FASTENERS Total:					754.50
Vendor: 104585 - CINCINNATI INSURANCE COMPANIES, THE					
CINCINNATI INSURANCE COM...	STMT 6/9/25	07/21/2025	INSURANCE-MACHINERY & E...	001-6500-64084	4,236.00
CINCINNATI INSURANCE COM...	STMT 6/9/25	07/21/2025	INSURANCE-MACHINERY & E...	041-4100-64084	563.00
CINCINNATI INSURANCE COM...	STMT 6/9/25	07/21/2025	INSURANCE-MACHINERY & E...	042-4200-64084	6,606.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINCINNATI INSURANCE COM...	STMT 6/9/25	07/21/2025	INSURANCE-MACHINERY & E...	045-4500-64084	42.00
CINCINNATI INSURANCE COM...	STMT 6/9/25	07/21/2025	INSURANCE-MACHINERY & E...	110-2100-64084	8,707.00
CINCINNATI INSURANCE COM...	STMT 6/9/25	07/21/2025	INSURANCE-MACHINERY & E...	610-8300-64084	9,209.00
Vendor 104585 - CINCINNATI INSURANCE COMPANIES, THE Total:					29,363.00
Vendor: 101724 - CINTAS CORPORATION					
CINTAS CORPORATION	9327535215	07/21/2025	CINTAS	610-8350-64990	234.00
CINTAS CORPORATION	5279520004	07/21/2025	ACTIVITY CENTER FIRST AID S...	042-4200-65070	14.73
CINTAS CORPORATION	5280051302	07/21/2025	CINTAS	610-8350-64990	90.92
Vendor 101724 - CINTAS CORPORATION Total:					339.65
Vendor: 008615 - CIRCLE B CASHWAY					
CIRCLE B CASHWAY	981614	07/21/2025	KWIKRETE CONCRETE	042-4300-65070	159.46
CIRCLE B CASHWAY	982078	07/21/2025	FLASHING	650-9000-65070	62.99
Vendor 008615 - CIRCLE B CASHWAY Total:					222.45
Vendor: 008617 - CITY OF DES MOINES					
CITY OF DES MOINES	141131	07/21/2025	STAR/MAC CONTRACT	011-1100-64990	13,999.04
Vendor 008617 - CITY OF DES MOINES Total:					13,999.04
Vendor: 101958 - CIVICPLUS LLC					
CIVICPLUS LLC	336424	07/21/2025	AGENDA & MTG MGMT ANN...	001-6210-67244	8,475.75
Vendor 101958 - CIVICPLUS LLC Total:					8,475.75
Vendor: 104767 - COFFMAN, ALICIA					
COFFMAN, ALICIA	7022025	07/21/2025	REIMBURSE MEMBERSHIP FEE...	680-8700-66990	52.43
Vendor 104767 - COFFMAN, ALICIA Total:					52.43
Vendor: 104264 - CORE-MARK MIDCONTINENT INC					
CORE-MARK MIDCONTINENT ...	2224465	07/21/2025	VMAC CONCESSIONS	045-4500-65070	981.91
Vendor 104264 - CORE-MARK MIDCONTINENT INC Total:					981.91
Vendor: 101480 - CRAWFORD, RICHARD L.					
CRAWFORD, RICHARD L.	63025	07/21/2025	COED CHURCH SB OFFICIALS	042-4200-64250	72.00
Vendor 101480 - CRAWFORD, RICHARD L. Total:					72.00
Vendor: 104393 - CROW, DARRIN					
CROW, DARRIN	82625	07/21/2025	ACTIVITY CENTER SPEAKER PR...	042-4200-64990	200.00
Vendor 104393 - CROW, DARRIN Total:					200.00
Vendor: 104765 - CTI READY MIX					
CTI READY MIX	130306	07/21/2025	MATERIALS/SUPPLIES - 310 N ...	110-2100-63450	3,700.00
Vendor 104765 - CTI READY MIX Total:					3,700.00
Vendor: 104777 - DELTA DENTAL OF IOWA					
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - EE LIABILITY	001-0000-21219	359.00
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - COMM DEV	001-1700-61502	28.88
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - CITY MANAGER	001-6150-61502	3.58
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - FINANCE/CLERK	001-6200-61502	22.06
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - IT	001-6210-61502	25.64
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - HR	001-6250-61502	21.72
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - POLICE	011-1100-61502	181.38
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - FIRE	015-1500-61502	16.87
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - AMBULANCE	016-1600-61502	95.61
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - LIBRARY	041-4100-61502	27.32
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - P&R	042-4200-61502	18.02
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - PARKS	042-4300-61502	20.04
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - STREETS	110-2100-61502	64.16
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - SEWER	610-8300-61502	65.50
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - IWC	680-8700-61502	7.02
DELTA DENTAL OF IOWA	JULY 2025	07/21/2025	VISION - COBRA	820-9302-64080	9.18
Vendor 104777 - DELTA DENTAL OF IOWA Total:					965.98
Vendor: 010820 - DEMCO EDUCATIONAL CORP					
DEMCO EDUCATIONAL CORP	7662909	07/21/2025	MATERIALS/SUPPLIES	041-4100-65070	93.09
Vendor 010820 - DEMCO EDUCATIONAL CORP Total:					93.09

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 011879 - DOWNEY TIRE PROS					
DOWNEY TIRE PROS	27283	07/21/2025	TIRE REPAIR/SERVICE CALL UN...	011-1100-63320	117.98
DOWNEY TIRE PROS	27768	07/21/2025	TIRE REPAIR	110-2100-63320	27.98
DOWNEY TIRE PROS	27940	07/21/2025	TIRE REPAIR	015-1500-65050	85.97
Vendor 011879 - DOWNEY TIRE PROS Total:					231.93
Vendor: 102092 - DUST PROS JANITORIAL					
DUST PROS JANITORIAL	3360	07/21/2025	JANITORIAL SERVICES	041-4100-64090	1,500.00
DUST PROS JANITORIAL	3361	07/21/2025	JANITORIAL SUPPLIES	041-4100-64090	244.50
DUST PROS JANITORIAL	3362	07/21/2025	ACTIVITY CENTER JANITORIAL ...	042-4200-64090	800.00
DUST PROS JANITORIAL	3363	07/21/2025	JANITORIAL SERVICES CH	001-6500-64090	4,225.00
DUST PROS JANITORIAL	3363	07/21/2025	JANITORIAL SERVICES N HOW...	340-7500-63100	125.00
DUST PROS JANITORIAL	3366	07/21/2025	JANITORIAL SERVICES - BUXT...	001-6210-64990	500.00
DUST PROS JANITORIAL	3367	07/21/2025	JANITORIAL SERVICE	610-8350-64090	675.00
DUST PROS JANITORIAL	3368	07/21/2025	JANITORIAL SERVICES	110-2100-64090	500.00
DUST PROS JANITORIAL	3369	07/21/2025	JANITORIAL SUPPLIES	110-2100-65071	59.00
Vendor 102092 - DUST PROS JANITORIAL Total:					8,628.50
Vendor: 014166 - ELECTRONIC ENGINEERING CO					
ELECTRONIC ENGINEERING CO	114003495-1	07/21/2025	CABLE, ANTENNA	890-9300-67101	128.72
Vendor 014166 - ELECTRONIC ENGINEERING CO Total:					128.72
Vendor: 103706 - ELIXIR RX OPTIONS					
ELIXIR RX OPTIONS	593502	07/21/2025	411 Rx	011-1100-64120	96.44
Vendor 103706 - ELIXIR RX OPTIONS Total:					96.44
Vendor: 014492 - ENVISIONWARE INC.					
ENVISIONWARE INC.	76801	07/21/2025	MOBILE PRINT SOFTWARE SU...	041-4100-67240	603.75
Vendor 014492 - ENVISIONWARE INC. Total:					603.75
Vendor: 103870 - FLORES, BRENDA					
FLORES, BRENDA	2002665.004	07/21/2025	REFUND YOUTH TENNIS	042-4200-66990	38.00
Vendor 103870 - FLORES, BRENDA Total:					38.00
Vendor: 019885 - GRAINGER INC					
GRAINGER INC	9555977488	07/21/2025	METER HANGER, TEST KIT, HA...	610-8350-65070	346.19
GRAINGER INC	9562804683	07/21/2025	LABORATORY OVEN MOTOR	610-8350-63410	173.66
GRAINGER INC	9563720219	07/21/2025	WEIGHING DISH	610-8350-65012	35.26
GRAINGER INC	9567966388	07/21/2025	CHEMICAL ELECTRODE STOR...	610-8350-65070	195.53
GRAINGER INC	9569990501	07/21/2025	HYBRID SEALANT, BLACK, TUB...	610-8350-65070	140.64
GRAINGER INC	9571721977	07/21/2025	FUSE	610-8300-63320	36.41
Vendor 019885 - GRAINGER INC Total:					927.69
Vendor: 020400 - GRIMES ASPHALT & PAVING					
GRIMES ASPHALT & PAVING	27728	07/21/2025	COLD MIX	110-2100-65070	1,131.50
Vendor 020400 - GRIMES ASPHALT & PAVING Total:					1,131.50
Vendor: 101632 - HR GREEN INC					
HR GREEN INC	189821	07/21/2025	IOWA AVE SEWER IMPROVEM...	710-8300-64070	6,373.50
HR GREEN INC	189819	07/21/2025	SOUTH C ST SEWER IMPROV...	710-8300-64070	6,252.00
Vendor 101632 - HR GREEN INC Total:					12,625.50
Vendor: 008629 - IMU - UTILITIES					
IMU - UTILITIES	10475529 FIBER	07/21/2025	TELEPHONE SERVICES	001-6210-63730	516.76
IMU - UTILITIES	10475529 FIBER	07/21/2025	FIBER	001-6210-64190	569.00
IMU - UTILITIES	10475529 FIBER	07/21/2025	FIBER - N HOWARD	340-7500-63100	53.39
IMU - UTILITIES	10476022 110 HOWARD	07/21/2025	UTILITIES - 110 N HOWARD	340-7500-63710	132.37
IMU - UTILITIES	10476233 SQUARE	07/21/2025	UTILITIES - SQUARE	042-4300-63710	8.79
IMU - UTILITIES	10476345 STREETS	07/21/2025	UTILITIES	110-2100-63710	864.97
IMU - UTILITIES	10476402 SEWER	07/21/2025	LIFT STATION ELECTRIC	610-8325-63710	7,375.49
IMU - UTILITIES	10476402 SEWER	07/21/2025	WRRF FIBER	610-8350-63710	1,637.97
IMU - UTILITIES	10476901 MEDIAN	07/21/2025	IRRIGATION - 65/69 MEDIANS	042-4300-63710	172.46
IMU - UTILITIES	10477629 TRAILHEAD	07/21/2025	UTILITIES - MCVAY TRAILHEAD	042-4300-63710	78.79
IMU - UTILITIES	10477635 PICKARD	07/21/2025	UTILITIES - PICKARD YOUTH	042-4200-63710	422.72
IMU - UTILITIES	10477644 FIRE	07/21/2025	UTILITIES - 206 N 1ST	015-1500-63710	60.03
IMU - UTILITIES	10478125 ACT CTR	07/21/2025	UTILITIES ACTIVITY CENTER	042-4200-63710	812.52

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Post Dates: 7/21/2025 - 7/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IMU - UTILITIES	10478517 BARKER	07/21/2025	UTILITIES - BARKER	042-4300-63710	47.21
IMU - UTILITIES	10479336 CITY	07/21/2025	UTILITIES	001-6500-63710	7,290.97
IMU - UTILITIES	10479336 CITY	07/21/2025	UTILITIES - BUXTON OFFICES	001-6500-63710	284.39
IMU - UTILITIES	10479336 CITY	07/21/2025	UTILITIES - RENEWABLE	015-1500-63710	53.00
IMU - UTILITIES	10479336 CITY	07/21/2025	UTILITIES - STREETLIGHTS	110-2300-63780	11,586.94
IMU - UTILITIES	10479342 IWC	07/21/2025	UTILITIES	680-8700-63710	13,226.05
IMU - UTILITIES	10479829	07/21/2025	UTILITIES - 114 N HOWARD	340-7500-63710	495.15
IMU - UTILITIES	10479846 BUXTON	07/21/2025	UTILITIES - BUXTON	042-4300-63710	648.13
IMU - UTILITIES	10480561 DOG	07/21/2025	UTILITIES - DOWNEY (DOG PA...	042-4300-63710	68.37
IMU - UTILITIES	10480645 MOATS	07/21/2025	UTILITIES - MOATS	042-4300-63710	110.94
IMU - UTILITIES	10481067 CAMPGROUND	07/21/2025	UTILITIES - PICKARD - CAMPG...	042-4300-63710	803.11
IMU - UTILITIES	10481426 MCCORD	07/21/2025	UTILITIES - MCCORD	042-4300-63710	149.46
IMU - UTILITIES	10481443 SHOP	07/21/2025	UTILITIES - SHOP	042-4300-63710	194.30
IMU - UTILITIES	10481798 MEM BLDG	07/21/2025	UTILITIES VMAC	045-4500-63710	7,951.07
IMU - UTILITIES	10482244 MEMORIAL	07/21/2025	UTILITIES - MEMORIAL PARK	042-4300-63710	222.58
IMU - UTILITIES	10483108 ADULT SB	07/21/2025	ADULT SOFTBALL UTILITIES	042-4200-63710	1,527.12
Vendor 008629 - IMU - UTILITIES Total:					57,364.05

Vendor: 103151 - INDEPENDENT ADVOCATE

INDEPENDENT ADVOCATE	6725	07/21/2025	20250616 CC MINUTES	001-6500-64020	341.44
INDEPENDENT ADVOCATE	6725	07/21/2025	ORD 1781	001-6500-64020	25.06
Vendor 103151 - INDEPENDENT ADVOCATE Total:					366.50

Vendor: 024727 - INDIANOLA MUNICIPAL UTILITIES

INDIANOLA MUNICIPAL UTILIT...2513	07/21/2025	UTILITY SERVICES - SEWER	610-8300-64905	13,836.67
INDIANOLA MUNICIPAL UTILIT...2513	07/21/2025	UTILITY SERVICES - STORM W...	650-9000-64905	4,348.67
INDIANOLA MUNICIPAL UTILIT...2513	07/21/2025	UTILITY SERVICES	670-8400-64905	1,581.33
INDIANOLA MUNICIPAL UTILIT...2527	07/21/2025	BUXTON TRASH, RECYCLING, ...	001-6500-63710	125.70
INDIANOLA MUNICIPAL UTILIT...2518	07/21/2025	SEWER CREDIT CARD PROCESS..	610-8300-64990	4,990.75
INDIANOLA MUNICIPAL UTILIT...2518	07/21/2025	SWU CREDIT CARD PROCESSI...	650-9000-64990	283.57
INDIANOLA MUNICIPAL UTILIT...2518	07/21/2025	RECYCLING CREDIT CARD PRO...	670-8400-64990	396.99
Vendor 024727 - INDIANOLA MUNICIPAL UTILITIES Total:				25,563.68

Vendor: 024759 - INFOMAX OFFICE SYSTEMS INC.

INFOMAX OFFICE SYSTEMS IN...	39662466	07/21/2025	PRINTER CONTRACT	001-6210-67250	5,000.49
Vendor 024759 - INFOMAX OFFICE SYSTEMS INC. Total:					5,000.49

Vendor: 024767 - INNOVATIVE INTERFACES INC

INNOVATIVE INTERFACES INC	INC39705	07/21/2025	INTEGRATED LIBRARY SYSTEM	041-4100-67240	29,665.40
Vendor 024767 - INNOVATIVE INTERFACES INC Total:					29,665.40

Vendor: 102081 - INTERNATIONAL CODE COUNCIL INC

INTERNATIONAL CODE COUNC..	1002071357	07/21/2025	CODE BOOKS	001-1700-65060	1,959.45
INTERNATIONAL CODE COUNC..	1002078356	07/21/2025	CODE BOOKS	001-1700-65060	19.95
Vendor 102081 - INTERNATIONAL CODE COUNCIL INC Total:					1,979.40

Vendor: 024851 - IOWA ONE CALL

IOWA ONE CALL	272574	07/21/2025	WRRF LOCATES	610-8300-64990	244.70
Vendor 024851 - IOWA ONE CALL Total:					244.70

Vendor: 025020 - IOWA WATER MANAGEMENT CO.

IOWA WATER MANAGEMENT...	200608	07/21/2025	WTR MGMT MUNICIPAL	001-6500-63100	169.98
IOWA WATER MANAGEMENT...	200608	07/21/2025	WTR MGMT LIBRARY	041-4100-63100	54.48
Vendor 025020 - IOWA WATER MANAGEMENT CO. Total:					224.46

Vendor: 103167 - IP PATHWAYS

IP PATHWAYS	56291	07/21/2025	VEEAM CLOUD CONNECT	001-6210-67244	343.48
Vendor 103167 - IP PATHWAYS Total:					343.48

Vendor: 104766 - JOHN DEERE FINANCIAL

JOHN DEERE FINANCIAL	4054693	07/21/2025	WOOD SHAVINGS	015-1500-62300	6.99
JOHN DEERE FINANCIAL	4073279	07/21/2025	FIRE EXTINGUISHER	015-1500-65070	24.99
JOHN DEERE FINANCIAL	4085993	07/21/2025	RAMPS	610-8300-65070	149.99
JOHN DEERE FINANCIAL	4086693	07/21/2025	VMAC UMBRELLA PIN	045-4500-65070	7.48
JOHN DEERE FINANCIAL	4090453	07/21/2025	BACKPACK SPRAYERS	042-4300-65070	189.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHN DEERE FINANCIAL	4092168	07/21/2025	BOLTS, NUTS, CLIPS	610-8350-65072	36.65
Vendor 104766 - JOHN DEERE FINANCIAL Total:					416.07
Vendor: 104775 - JOHNSTON, KADEN					
JOHNSTON, KADEN	3222	07/21/2025	REIMBURSE LIFEGUARD CLASS	680-8700-62300	107.00
Vendor 104775 - JOHNSTON, KADEN Total:					107.00
Vendor: 104336 - LOCALITY MEDIA INC					
LOCALITY MEDIA INC	5256	07/21/2025	FIRST DUE RMS SOFTWARE	015-1500-67240	28,455.53
Vendor 104336 - LOCALITY MEDIA INC Total:					28,455.53
Vendor: 101313 - MATHESON TRI-GAS INC					
MATHESON TRI-GAS INC	31500524	07/21/2025	AMBULANCE MEDICAL OXYG...	016-1600-65070	462.30
Vendor 101313 - MATHESON TRI-GAS INC Total:					462.30
Vendor: 034020 - MCCOY HARDWARE INC					
MCCOY HARDWARE INC	A679966	07/21/2025	VMAC - DUCT TAPE, CHAIN F...	045-4500-65070	19.05
MCCOY HARDWARE INC	A680313	07/21/2025	Park Sign Kiosk Keys	042-4200-65070	4.12
MCCOY HARDWARE INC	A680349	07/21/2025	AC Repair	015-1500-65076	31.50
MCCOY HARDWARE INC	C61185	07/21/2025	VMAC CONCESSION LOCKS	045-4500-65070	13.49
Vendor 034020 - MCCOY HARDWARE INC Total:					68.16
Vendor: 034173 - MENARDS					
MENARDS	13039	07/21/2025	DECK PLUGS, CAULKING, VAL...	045-4500-63100	39.12
Vendor 034173 - MENARDS Total:					39.12
Vendor: 104772 - MERCYONE CLIVE PHARMACY					
MERCYONE CLIVE PHARMACY	JULY STMT	07/21/2025	EMS MEDICATION SUPPLY	016-1600-65070	1,189.38
Vendor 104772 - MERCYONE CLIVE PHARMACY Total:					1,189.38
Vendor: 104735 - MERCYONE OCCUPATIONAL HEALTH CLINIC					
MERCYONE OCCUPATIONAL H...	62766	07/21/2025	PRE-EMPLOYMENT SCREENS -...	016-1600-64120	3,207.00
MERCYONE OCCUPATIONAL H...	62766	07/21/2025	PRE-EMPLOYMENT SCREENS - ...	610-8300-64120	780.00
Vendor 104735 - MERCYONE OCCUPATIONAL HEALTH CLINIC Total:					3,987.00
Vendor: 103882 - MESTON BROTHERS IRRIGATION					
MESTON BROTHERS IRRIGATI...	73604314	07/21/2025	REPLACE IRRIGATION BOOSTE...	142-4635-67900	3,460.00
Vendor 103882 - MESTON BROTHERS IRRIGATION Total:					3,460.00
Vendor: 034600 - MID AMERICAN ENERGY CO.					
MID AMERICAN ENERGY CO.	568180868 LIBRARY	07/21/2025	UTILITIES LIBRARY	041-4100-63710	50.24
Vendor 034600 - MID AMERICAN ENERGY CO. Total:					50.24
Vendor: 104776 - MID-IOWA ASSOC OF LOCAL GOVERNMENTS					
MID-IOWA ASSOC OF LOCAL ...	FY2 DUES	07/21/2025	MAYORS MIALG DUES FY26	001-6100-64990	600.00
Vendor 104776 - MID-IOWA ASSOC OF LOCAL GOVERNMENTS Total:					600.00
Vendor: 100358 - MIDWEST ALARM SERVICES					
MIDWEST ALARM SERVICES	507892	07/21/2025	FIRE ALARM INSPECTION	110-2100-63100	249.96
Vendor 100358 - MIDWEST ALARM SERVICES Total:					249.96
Vendor: 102901 - MUTUAL OF OMAHA					
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	001-0000-21206	1,483.04
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	001-1700-61550	298.13
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	001-6150-61550	94.00
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	001-6200-61550	233.56
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	001-6210-61550	327.15
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	001-6250-61550	172.70
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	011-1100-61550	1,959.85
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	015-1500-61550	224.86
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	016-1600-61550	1,274.18
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	041-4100-61550	372.52
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	042-4200-61550	376.88
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	042-4300-61550	273.86
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	110-2100-61550	641.34
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	610-8300-61550	469.32
MUTUAL OF OMAHA	1901642620	07/21/2025	LIFE INSURANCE/AD&D/LTD/S...	680-8700-61550	150.04
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-ADJ EE LI...	001-0000-21218	7.00

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MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-EE LIABIL...	001-0000-21218	1,530.11
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-COMM D...	001-1700-61501	245.98
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-CITY MA...	001-6150-61501	23.86
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-ADJ CITY...	001-6150-61501	22.96
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-FINANCE...	001-6200-61501	188.19
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-IT	001-6210-61501	167.52
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-HR	001-6250-61501	198.26
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-POLICE	011-1100-61501	1,411.79
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-FIRE	015-1500-61501	138.79
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-AMBUL...	016-1600-61501	786.47
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-LIBRARY	041-4100-61501	242.79
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-P&R	042-4200-61501	290.51
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-PARKS	042-4300-61501	143.66
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-STREETS	110-2100-61501	543.90
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-SEWER	610-8300-61501	584.71
MUTUAL OF OMAHA	1910333119	07/21/2025	DENTAL INSURANCE-IWC	680-8700-61501	56.92
Vendor 102901 - MUTUAL OF OMAHA Total:					14,934.85
Vendor: 035949 - NAPA AUTO PARTS					
NAPA AUTO PARTS	118447	07/21/2025	DIESEL EXHAUST FLUID	110-2100-63320	282.25
NAPA AUTO PARTS	118907	07/21/2025	BRAKE ROTOR, DISC	610-8300-63320	287.56
NAPA AUTO PARTS	119007	07/21/2025	BRAKE ROTOR & PADS	610-8300-63320	516.54
Vendor 035949 - NAPA AUTO PARTS Total:					1,086.35
Vendor: 024738 - NORWALK READY-MIXED CONCRETE INC					
NORWALK READY-MIXED CO...	369121	07/21/2025	STREET REPAIR - 202 S P ST	110-2100-63450	1,870.50
NORWALK READY-MIXED CO...	369455	07/21/2025	INTAKE REPAIR 1214 E GIRARD	650-9000-63452	424.00
NORWALK READY-MIXED CO...	369804	07/21/2025	STREET REPAIR 310 N 9TH ST	110-2100-63450	1,752.75
NORWALK READY-MIXED CO...	370033	07/21/2025	STREET REPAIR 310 N 9TH ST	110-2100-63450	1,858.50
NORWALK READY-MIXED CO...	370322	07/21/2025	MATERIALS/SUPPLIES 1110 W...	650-9000-63452	1,056.00
NORWALK READY-MIXED CO...	370441	07/21/2025	LIMESTONE	650-9000-65070	145.50
Vendor 024738 - NORWALK READY-MIXED CONCRETE INC Total:					7,107.25
Vendor: 040157 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	0337-146491	07/21/2025	OIL, FILTER, AIR FILTER	042-4300-63320	87.87
O'REILLY AUTO PARTS	0337-146540	07/21/2025	FUEL FILTERS	042-4300-63320	12.05
O'REILLY AUTO PARTS	0337-146741	07/21/2025	AIR FILTER	610-8300-63320	31.00
O'REILLY AUTO PARTS	0337-147139	07/21/2025	PWR BELTS	042-4300-63320	64.08
O'REILLY AUTO PARTS	0337-147767	07/21/2025	BLUEDEF	610-8300-65050	16.99
Vendor 040157 - O'REILLY AUTO PARTS Total:					211.99
Vendor: 100620 - PARK, KRIS					
PARK, KRIS	63025	07/21/2025	COED CHURCH SB OFFICIALS	042-4200-64250	108.00
Vendor 100620 - PARK, KRIS Total:					108.00
Vendor: 042000 - PELLA PRINTING					
PELLA PRINTING	69944	07/21/2025	PRINTING - REQUEST FOR OV...	011-1100-64140	209.32
Vendor 042000 - PELLA PRINTING Total:					209.32
Vendor: 104515 - PEPSICO BEVERAGE SALES LLC					
PEPSICO BEVERAGE SALES LLC	68871009	07/21/2025	VMAC CONCESSIONS	045-4500-65070	520.26
Vendor 104515 - PEPSICO BEVERAGE SALES LLC Total:					520.26
Vendor: 042050 - PER MAR SECURITY					
PER MAR SECURITY	3621549	07/21/2025	SMOKE DETECTOR & SERVICE ...	041-4100-63100	545.09
Vendor 042050 - PER MAR SECURITY Total:					545.09
Vendor: 042424 - PITNEY BOWES					
PITNEY BOWES	1027756036	07/21/2025	MATERIALS/SUPPLIES	001-6200-65070	132.78
Vendor 042424 - PITNEY BOWES Total:					132.78
Vendor: 104770 - POO FREE PARKS					
POO FREE PARKS	PFP2766	07/21/2025	TEAR-AWAY DOG BAGS	042-4300-65071	1,559.88
Vendor 104770 - POO FREE PARKS Total:					1,559.88
Vendor: 103080 - PROSCREENING LLC					
PROSCREENING LLC	235137-3	07/21/2025	PRE-EMPLOYMENT SCREENIN...	016-1600-64120	68.00

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PROSCREENING LLC	235137-3	07/21/2025	PRE-EMPLOYMENT SCREENIN...	610-8300-64120	34.00
PROSCREENING LLC	235137-3	07/21/2025	PRE-EMPLOYMENT SCREENIN...	680-8700-64990	167.00
Vendor 103080 - PROSCREENING LLC Total:					269.00
Vendor: 101032 - PROTECT YOUTH SPORTS					
PROTECT YOUTH SPORTS	1302775	07/21/2025	VOLUNTEER BACKGROUND C...	042-4200-64990	21.80
Vendor 101032 - PROTECT YOUTH SPORTS Total:					21.80
Vendor: 044440 - PURCHASE POWER					
PURCHASE POWER	7/7 REFILL	07/21/2025	POSTAGE REFILL 7/7/25	001-6500-65080	500.00
Vendor 044440 - PURCHASE POWER Total:					500.00
Vendor: 104768 - REEVES, CAROLYN					
REEVES, CAROLYN	2002670.004	07/21/2025	DEPOSIT REFUND BUXTON R...	042-4200-66990	200.00
Vendor 104768 - REEVES, CAROLYN Total:					200.00
Vendor: 103982 - RT'S LAWN & LANDSCAPE LLC					
RT'S LAWN & LANDSCAPE LLC	14-2025	07/21/2025	MOWING - PARCEL 48030010...	001-1700-64111	220.00
RT'S LAWN & LANDSCAPE LLC	15-2025	07/21/2025	MOWING - 2110 W 2ND AVE -...	001-1700-64111	330.00
RT'S LAWN & LANDSCAPE LLC	16-2025	07/21/2025	MOWING - 123 N Y ST - ABAT...	001-1700-64111	330.00
Vendor 103982 - RT'S LAWN & LANDSCAPE LLC Total:					880.00
Vendor: 104774 - SAFE BUILDING LLC					
SAFE BUILDING LLC	04092333	07/21/2025	MISC CONSULTING SERVICES	001-1700-64900	1,875.00
Vendor 104774 - SAFE BUILDING LLC Total:					1,875.00
Vendor: 104244 - STAPLES					
STAPLES	6036149594	07/21/2025	MATERIALS/SUPPLIES	001-1700-65070	37.76
STAPLES	6036149594	07/21/2025	COPIER PAPER	001-6200-65070	75.52
STAPLES	6036149594	07/21/2025	MATERIALS/SUPPLIES	011-1100-65070	113.28
STAPLES	6036149594	07/21/2025	MATERIALS/SUPPLIES	015-1500-65070	75.52
STAPLES	6036149594	07/21/2025	MATERIALS/SUPPLIES	042-4200-65070	75.52
Vendor 104244 - STAPLES Total:					377.60
Vendor: 050360 - STERNQUIST CONST. INC.					
STERNQUIST CONST. INC.	PAY APP #2 W CLINTON	07/21/2025	PAY APP #2 WEST CLINTON	321-2100-67900	95,868.57
STERNQUIST CONST. INC.	4077	07/21/2025	CRUSHED CONCRETE	110-2100-63450	520.67
Vendor 050360 - STERNQUIST CONST. INC. Total:					96,389.24
Vendor: 101016 - T.R.M. DISPOSAL LLC					
T.R.M. DISPOSAL LLC	36288	07/21/2025	TRASH REMOVAL	041-4100-64090	125.00
Vendor 101016 - T.R.M. DISPOSAL LLC Total:					125.00
Vendor: 104773 - TANK ENTERPRISES LLC					
TANK ENTERPRISES LLC	373724	07/21/2025	PROP KIT. HUB, BLADES	015-1500-65051	207.35
Vendor 104773 - TANK ENTERPRISES LLC Total:					207.35
Vendor: 103274 - THE LEAGUE OF KANSAS MUNICIPALITIES					
THE LEAGUE OF KANSAS MUN...	10315	07/21/2025	ONLINE JOB AD-DIRECTOR OF...	001-1700-64020	130.00
Vendor 103274 - THE LEAGUE OF KANSAS MUNICIPALITIES Total:					130.00
Vendor: 104074 - TIFCO INDUSTRIES					
TIFCO INDUSTRIES	72106926	07/21/2025	BATTERIES	610-8350-65072	70.08
Vendor 104074 - TIFCO INDUSTRIES Total:					70.08
Vendor: 104438 - TRANE					
TRANE	19519939	07/21/2025	PARTS - BLOWER	680-8700-63100	14.40
TRANE	315494659	07/21/2025	REPAIR-INSTALLATION LABOR ...	680-8700-63100	555.00
Vendor 104438 - TRANE Total:					569.40
Vendor: 104644 - TYLER TECHNOLOGIES INC					
TYLER TECHNOLOGIES INC	025-516251	07/21/2025	ANNUAL LICENSING/SUPPORT	001-6210-67244	4,567.50
TYLER TECHNOLOGIES INC	025-518324	07/21/2025	ANNUAL LICENSING/SUPPORT	001-6210-67244	6,960.00
TYLER TECHNOLOGIES INC	025-518919	07/21/2025	ANNUAL LICENSING/SUPPORT	001-6210-67244	3,000.00
TYLER TECHNOLOGIES INC	025-519306	07/21/2025	ANNUAL LICENSING/SUPPORT	001-6210-67244	3,552.50
Vendor 104644 - TYLER TECHNOLOGIES INC Total:					18,080.00
Vendor: 055891 - UNITED RENTALS					
UNITED RENTALS	249231013	07/21/2025	SKYLIGHT REPAIRS	041-4100-63100	743.74

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UNITED RENTALS	249231013-001	07/21/2025	SCISSOR LIFT CREDIT	041-4100-63100	-238.00
Vendor 055891 - UNITED RENTALS Total:					505.74
Vendor: 057230 - VANDERPOOL CONSTRUCTION					
VANDERPOOL CONSTRUCTION	SOUTH K FINAL	07/21/2025	SOUTH K STREET CONST. FINA...	324-7500-67907	17,845.00
VANDERPOOL CONSTRUCTION	PAY APP #15 E HILLCREST	07/21/2025	HILL CREST AVE RECONSTRUC...	323-7500-67907	41,504.85
VANDERPOOL CONSTRUCTION	13745	07/21/2025	STORM SEWER SOUTH J & BO...	650-9000-64990	3,337.54
Vendor 057230 - VANDERPOOL CONSTRUCTION Total:					62,687.39
Vendor: 003535 - VERIZON WIRELESS					
VERIZON WIRELESS	6117035386	07/21/2025	VERIZON WRRF - LOCATE LAP...	610-8300-63730	40.01
Vendor 003535 - VERIZON WIRELESS Total:					40.01
Vendor: 104052 - VISSER, MICHAEL					
VISSER, MICHAEL	JULY 2025	07/21/2025	WELLNESS PROGRAM	001-1700-61440	25.00
Vendor 104052 - VISSER, MICHAEL Total:					25.00
Vendor: 059866 - WARREN COUNTY ENGINEER					
WARREN COUNTY ENGINEER	JUINE 2025 PARKS	07/21/2025	FUEL DISTRIBUTION - REC - G...	042-4300-65050	110.18
WARREN COUNTY ENGINEER	JUINE 2025 PARKS	07/21/2025	FUEL DISTRIBUTION - REC - V...	042-4300-65050	113.53
WARREN COUNTY ENGINEER	JUINE 2025 PARKS	07/21/2025	FUEL DISTRIBUTION - PARKS	042-4300-65050	1,179.99
WARREN COUNTY ENGINEER	JUNE 2025 - FACILITIES	07/21/2025	FUEL DISTRIBUTION - FACILITI...	001-6220-65050	33.63
WARREN COUNTY ENGINEER	JUNE 2025 BLDG/ZONING	07/21/2025	FUEL DISTRIBUTION - BLDG/Z...	001-1700-65050	101.40
WARREN COUNTY ENGINEER	JUNE 2025 FIRE	07/21/2025	FUEL DISTRIBUTION - FIRE	015-1500-65050	1,529.47
WARREN COUNTY ENGINEER	JUNE 2025 FIRE	07/21/2025	FUEL DISTRIBUTION - AMBUL...	016-1600-65050	472.14
WARREN COUNTY ENGINEER	JUNE 2025 POLICE	07/21/2025	FUEL DISTRIBUTION - POLICE	011-1100-65050	2,467.63
WARREN COUNTY ENGINEER	JUNE 2025 SEWER	07/21/2025	FUEL DISTRIBUTION - SEWER	610-8300-65050	710.89
WARREN COUNTY ENGINEER	JUNE 2025 STREETS	07/21/2025	FUEL DISTRIBUTION - STREETS	110-2100-65050	2,537.77
Vendor 059866 - WARREN COUNTY ENGINEER Total:					9,256.63
Vendor: 059862 - WARREN COUNTY RECORDER					
WARREN COUNTY RECORDER	JUNE 2025	07/21/2025	CEMEN TECH CERT OF COMP...	001-5200-64110	17.00
Vendor 059862 - WARREN COUNTY RECORDER Total:					17.00
Vendor: 009263 - WASTE MANAGEMENT OF IOWA					
WASTE MANAGEMENT OF IO...	8199789-0516-7	07/21/2025	SPRING CLEAN UP EXTRA PICK...	001-2900-64990	41,475.00
WASTE MANAGEMENT OF IO...	8238679-0516-3	07/21/2025	RECYCLING - RESIDENTIAL	670-8400-64700	25,181.88
WASTE MANAGEMENT OF IO...	8238680-0516-1	07/21/2025	RECYCLING -APARTMENTS	670-8400-64701	4,773.86
WASTE MANAGEMENT OF IO...	8238702-0516-3	07/21/2025	706 N 6TH DUMPSTER	110-2100-63710	49.82
WASTE MANAGEMENT OF IO...	8239805-0516-3	07/21/2025	1305 N 6TH DUMPSTER RECY...	670-8400-64701	76.18
Vendor 009263 - WASTE MANAGEMENT OF IOWA Total:					71,556.74
Vendor: 059882 - WATERLOO TENT & TARP					
WATERLOO TENT & TARP	69815	07/21/2025	VMAC UMBRELLA PARTS	045-4500-63100	460.54
Vendor 059882 - WATERLOO TENT & TARP Total:					460.54
Vendor: 104771 - WHITEHEAD, DOROTHY					
WHITEHEAD, DOROTHY	7032025	07/21/2025	REFUND MEMBERSHIP FEE - ...	680-8700-66990	52.43
Vendor 104771 - WHITEHEAD, DOROTHY Total:					52.43
Vendor: 100040 - WILLIAMS MACHINE SHOP INC					
WILLIAMS MACHINE SHOP INC	19627	07/21/2025	GYM EQUIPMENT - WARREN ...	015-1500-67245	3,274.18
Vendor 100040 - WILLIAMS MACHINE SHOP INC Total:					3,274.18
Vendor: 061992 - WOOSLEY LANDSCAPING & MOWING LLC					
WOOSLEY LANDSCAPING & ...	12493	07/21/2025	WOOSLEY	610-8350-64990	3,055.00
Vendor 061992 - WOOSLEY LANDSCAPING & MOWING LLC Total:					3,055.00
Grand Total:					554,054.44

Report Summary

Fund Summary

Fund	Expense Amount
001 - General	104,826.56
011 - Police	20,990.89
015 - Fire	34,449.06
016 - Ambulance	8,165.97
041 - Library	36,757.17
042 - Park and Rec Admin	21,181.97
045 - Pool	12,059.00
110 - Road Use Tax Fund	39,968.79
141 - Library Special Revenue	819.03
142 - Park & Rec Special Rev Fund	3,460.00
321 - Street Capital Projects Fund	95,868.57
323 - Hillcrest Avenue	41,504.85
324 - K Street Construction	17,845.00
340 - City Hall Bldg Project	805.91
610 - Sewer Fund	46,531.47
650 - Stormwater Utility Fund	9,658.27
670 - Recycling Fund	32,010.24
680 - Wellness Campus Fund	14,388.29
710 - Sewer Capital Projects Fund	12,625.50
820 - Health Insurance Fund	9.18
890 - Vehicle and Equipment	128.72
Grand Total:	554,054.44

Account Summary

Account Number	Account Name	Expense Amount
001-0000-21206	LIFE INS PAYABLE	1,483.04
001-0000-21218	DENTAL INS PAYABLE	1,537.11
001-0000-21219	VISION INS PAYABLE	359.00
001-1700-61440	Wellness Program	25.00
001-1700-61501	Dental Insurance	245.98
001-1700-61502	Vision Insurance	28.88
001-1700-61550	Life Insurance/ADD/LTD...	298.13
001-1700-64020	Advertising & Legal Noti...	130.00
001-1700-64111	Property Maintenance E...	880.00
001-1700-64900	Misc Consulting Services	1,875.00
001-1700-65050	Vehicle Operating Suppli...	101.40
001-1700-65060	Office Supplies	1,979.40
001-1700-65070	Materials/Supplies	37.76
001-2900-64990	Misc Contractual	41,475.00
001-5200-64110	Legal Service Fees	17.00
001-6100-64990	Misc Contractual	600.00
001-6150-61501	Dental Insurance	46.82
001-6150-61502	Vision Insurance	3.58
001-6150-61550	Life Insurance/ADD/LTD...	94.00
001-6150-65070	Materials/Supplies	40.13
001-6200-61501	Dental Insurance	188.19
001-6200-61502	Vision Insurance	22.06
001-6200-61550	Life Insurance/ADD/LTD...	233.56
001-6200-65070	Materials/Supplies	208.30
001-6210-61501	Dental Insurance	167.52
001-6210-61502	Vision Insurance	25.64
001-6210-61550	Life Insurance/ADD/LTD...	327.15
001-6210-63730	Telephone/Cellphone	516.76
001-6210-64190	Computer/Technology S...	569.00
001-6210-64990	Misc Contractual	500.00
001-6210-65070	Materials/Supplies	345.44
001-6210-67244	Annual Licensing/Support	27,777.23

Account Summary

Account Number	Account Name	Expense Amount
001-6210-67250	Office Equipment	5,000.49
001-6220-65050	Vehicle Operating Suppli...	33.63
001-6250-61501	Dental Insurance	198.26
001-6250-61502	Vision Insurance	21.72
001-6250-61550	Life Insurance/ADD/LTD...	172.70
001-6500-63100	Repair/Maint	169.98
001-6500-63710	Utilities	7,701.06
001-6500-64020	Advertising & Legal Noti...	366.50
001-6500-64084	Insurance--Boiler/Machi...	4,236.00
001-6500-64090	Janitorial Services	4,225.00
001-6500-65060	Office Supplies	63.14
001-6500-65080	Postage	500.00
011-1100-61501	Dental Insurance	1,411.79
011-1100-61502	Vision Insurance	181.38
011-1100-61550	Life Insurance/ADD/LTD...	1,959.85
011-1100-63320	Repair/Maint--Vehicle	117.98
011-1100-64120	Medical/Physicals/Immu...	355.62
011-1100-64140	Printing	209.32
011-1100-64860	Towing (abandoned aut...	175.00
011-1100-64990	Misc Contractual	13,999.04
011-1100-65050	Vehicle Operating Suppli...	2,467.63
011-1100-65070	Materials/Supplies	113.28
015-1500-61501	Dental Insurance	138.79
015-1500-61502	Vision Insurance	16.87
015-1500-61550	Life Insurance/ADD/LTD...	224.86
015-1500-62300	Education/Training	6.99
015-1500-63100	Repair/Maint	46.08
015-1500-63710	Utilities	113.03
015-1500-65050	Vehicle Operating Suppli...	1,615.44
015-1500-65051	Equipment/Vehicle Parts	207.35
015-1500-65070	Materials/Supplies	260.46
015-1500-65076	Materials/Supplies--Shop	89.48
015-1500-67240	Computer Hardware/Sof...	28,455.53
015-1500-67245	Specialized Equipment	3,274.18
016-1600-61501	Dental Insurance	786.47
016-1600-61502	Vision Insurance	95.61
016-1600-61550	Life Insurance/ADD/LTD...	1,274.18
016-1600-64120	Medical/Physicals/Immu...	3,275.00
016-1600-65050	Vehicle Operating Suppli...	472.14
016-1600-65070	Materials/Supplies	2,262.57
041-4100-61501	Dental Insurance	242.79
041-4100-61502	Vision Insurance	27.32
041-4100-61550	Life Insurance/ADD/LTD...	372.52
041-4100-63100	Repair/Maint	1,105.31
041-4100-63710	Utilities	50.24
041-4100-64020	Advertising & Legal Noti...	52.47
041-4100-64084	Insurance--Boiler/Machi...	563.00
041-4100-64090	Janitorial Services	1,869.50
041-4100-65020	Library Books & Periodic...	1,797.73
041-4100-65022	Special Collections	258.60
041-4100-65060	Office Supplies	11.43
041-4100-65070	Materials/Supplies	137.11
041-4100-67240	Computer Hardware/Sof...	30,269.15
042-4200-61501	Dental Insurance	290.51
042-4200-61502	Vision Insurance	18.02
042-4200-61550	Life Insurance/ADD/LTD...	376.88
042-4200-63710	Utilities	2,762.36
042-4200-64084	Insurance--Boiler/Machi...	6,606.00

Account Summary

Account Number	Account Name	Expense Amount
042-4200-64090	Janitorial Services	800.00
042-4200-64250	Officials	180.00
042-4200-64990	Misc Contractual	221.80
042-4200-65070	Materials/Supplies	609.72
042-4200-65072	Materials/Supplies-Main...	1,532.45
042-4200-66990	Refund/Reimbursement	238.00
042-4300-61501	Dental Insurance	143.66
042-4300-61502	Vision Insurance	20.04
042-4300-61550	Life Insurance/ADD/LTD...	273.86
042-4300-63320	Repair/Maint--Vehicle	915.70
042-4300-63710	Utilities	2,504.14
042-4300-65050	Vehicle Operating Suppli...	1,403.70
042-4300-65070	Materials/Supplies	725.25
042-4300-65071	Materials/Supplies--Jani...	1,559.88
045-4500-63100	Repair/Maint	499.66
045-4500-63710	Utilities	7,951.07
045-4500-64084	Insurance--Boiler/Machi...	42.00
045-4500-65010	Chemicals	268.20
045-4500-65011	Chlorine	1,349.60
045-4500-65070	Materials/Supplies	1,922.69
045-4500-65072	Materials/Supplies-Main...	25.78
110-2100-61501	Dental Insurance	543.90
110-2100-61502	Vision Insurance	64.16
110-2100-61550	Life Insurance/ADD/LTD...	641.34
110-2100-63100	Repair/Maint	249.96
110-2100-63320	Repair/Maint--Vehicle	3,207.64
110-2100-63450	Repair/Maint--Streets	9,702.42
110-2100-63710	Utilities	914.79
110-2100-63730	Telephone/Cellphone	44.21
110-2100-64084	Insurance--Boiler/Machi...	8,707.00
110-2100-64090	Janitorial Services	500.00
110-2100-65050	Vehicle Operating Suppli...	2,537.77
110-2100-65070	Materials/Supplies	1,131.50
110-2100-65071	Materials/Supplies--Jani...	59.00
110-2100-65500	Personal Protective Equi...	78.16
110-2300-63780	Street Lighting	11,586.94
141-4100-65020	Library Books & Periodic...	131.85
141-4100-65023	Summer Reading Progr...	687.18
142-4635-67900	Capital Project Expense	3,460.00
321-2100-67900	Capital Project Expense	95,868.57
323-7500-67907	CONSTRUCTION EXPENSE	41,504.85
324-7500-67907	CONSTRUCTION EXPENSE	17,845.00
340-7500-63100	Repair/Maint	178.39
340-7500-63710	Utilities	627.52
610-8300-61501	Dental Insurance	584.71
610-8300-61502	Vision Insurance	65.50
610-8300-61550	Life Insurance/ADD/LTD...	469.32
610-8300-63320	Repair/Maint--Vehicle	871.51
610-8300-63730	Telephone/Cellphone	40.01
610-8300-64084	Insurance--Boiler/Machi...	9,209.00
610-8300-64120	Medical/Physicals/Immu...	814.00
610-8300-64905	Professional Services US	13,836.67
610-8300-64990	Misc Contractual	5,235.45
610-8300-65050	Vehicle Operating Suppli...	756.62
610-8300-65070	Materials/Supplies	149.99
610-8325-63710	Utilities	7,375.49
610-8325-65072	Materials/Supplies-Main...	134.83
610-8350-63410	Repair/Maint--Equipment	173.66

Account Summary

Account Number	Account Name	Expense Amount
610-8350-63710	Utilities	1,637.97
610-8350-64090	Janitorial Services	675.00
610-8350-64990	Misc Contractual	3,379.92
610-8350-65012	Lab Supplies/Reagents	35.26
610-8350-65060	Office Supplies	149.98
610-8350-65070	Materials/Supplies	829.85
610-8350-65072	Materials/Supplies-Main...	106.73
650-9000-63452	Repair/Maint Storm Sew...	1,480.00
650-9000-64905	Professional Services US	4,348.67
650-9000-64990	Misc Contractual	3,621.11
650-9000-65070	Materials/Supplies	208.49
670-8400-64700	Recycling--Residential	25,181.88
670-8400-64701	Recycling--Apartments	4,850.04
670-8400-64905	Professional Services US	1,581.33
670-8400-64990	Misc Contractual	396.99
680-8700-61501	Dental Insurance	56.92
680-8700-61502	Vision Insurance	7.02
680-8700-61550	Life Insurance/ADD/LTD...	150.04
680-8700-62300	Education/Training	107.00
680-8700-63100	Repair/Maint	569.40
680-8700-63710	Utilities	13,226.05
680-8700-64990	Misc Contractual	167.00
680-8700-66990	Refund/Reimbursement	104.86
710-8300-64070	Engineering	12,625.50
820-9302-64080	Insurance	9.18
890-9300-67101	V&E-FIRE/EMS	128.72
Grand Total:		554,054.44

Project Account Summary

Project Account Key	Expense Amount
None	554,054.44
Grand Total:	554,054.44



MEMORANDUM

To: Mayor and City Council
From:
Date: July 21, 2025
Subject: Approval of Minutes of the prior meetings

Recommendation: Simple motion is in order.

Attachments: 1. 20250707 CC Minutes



CITY OF INDIANOLA COUNCIL MEETING

July 7, 2025

6:00 PM

City Council Chambers
110 N 1st Street, Indianola, IA

Minutes

Call to Order

The Indianola City Council met in regular session at 6:00 PM on July 7, 2025 in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones, Bob Lane. Absent: None.

Public Comment

Bill Howard, 701 E 2nd Ave, spoke in favor of the Sustainability Committee applying for a grant for EV Charging Stations.

Consent Agenda

Approval of a new parade route for the Celebrate Warren County Parade was stricken from the agenda. Council Member Lane moved to approve the Consent Agenda and Sones seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Approval of Claims
- Approval of Minutes of the June 16 and June 26, 2025, meetings.
- Consideration of the approval of a new tobacco permit for Kwik Star #1742.
- Consideration of the approval of a liquor license renewal for West Hill Brewery Company LLC.
- Consideration of the approval of a new liquor license for B.E.S.T Catering and Concessions Inc. doing business as Warren County Fairgrounds.
- Consideration of the approval of a liquor license renewal for Feed & Foster, LLC.
- Consideration of the issuance of a special event permit for West Hill Brewing Company and Roots of Indianola for a sky parade watch area to be held on July 10, 2025.
- Resolution 2025-111 suspending enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on City Streets during the Sky Parade as requested by West Hill Brewing Company and Roots of Indianola.
- Consideration of the issuance of a special event and noise permit to the Indianola Community Youth Foundation (ICYF) for a back to school bash event to be held on August 23, 2025.
- Resolution 2025-112 suspending enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on city streets during the back to school bash as requested by

the Indianola Community Youth Foundation.

- Resolution 2025-113 approving final payment, final acceptance, and retainage release for the West Clinton Avenue culvert replacement project.
- Resolution 2025-114 approving Final Pay Application Number 7, Final Acceptance, and Retainage Release for the Traffic Signal Improvements at Buxton Street and 2nd Avenue.
- Resolution 2025-115 approving a professional services agreement with HR Green for Fiscal Year 2025-2026 on-call general engineering service.
- Resolution 2025-116 approving an agreement with Safe Building.
- Resolution 2025-117 authorizing an amendment to the agreement between the City of Indianola and Curtis Architecture and Design P.C. for the Indianola Downtown Facade Improvement Program Project.
- Receive and file the current listing of Board and Commission members.
- Approval of the submission of the 2025 Quarter 1 utility write-offs to the State Setoff program for collection.
- Approval of Urban Revitalization Designations.
- Resolution 2025-118 approving salaries.

Council Reports

Council Member Armstrong provided the Greater Des Moines Partnership (Catch DM) second quarter meeting report.

Council Member Sones moved to receive and file the May 2025 Treasurer's Report and Armstrong seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Armstrong moved to receive and file the May 2025 EMS Billing Activity Report. Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Mayor's Report

Mayor Richardson invited the public to attend the many events in Indianola in July.

Mayor Richardson proclaimed July as Parks and Recreation Month in the City of Indianola.

Council Member Sones moved to approve the appointment of Glen Cowan to the Parks and Recreation Commission with a term beginning immediately and ending July 1, 2028. Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Lane moved to approve the reappointment of Bob Greener to the Veterans Memorial Building Commission with a term beginning immediately and ending July 1, 2028. Dalby seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Sones moved to approve the reappointment of Brad Green to the Veterans Memorial Building Commission with a term beginning immediately and ending July 1, 2027. Lane seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Lane moved to approve Resolution 2025-119 of the City Council of the City of Indianola, Iowa declaring support for the preservation of the Federal TRIO Program and Armstrong seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously. Mayor Richardson then read the resolution and presented it to Simpson College representatives.

Old Business

Council Member Armstrong moved to approve Resolution 2025-120 approving property deductible with ICAP. Beach seconded it. Courtney Silliman, HR Director, discussed the deductible limits. Public Works Director Akhilesh Pal discussed flashing signs. On roll call, the vote was AYES: None. NAYS: Rabe, Dalby, Armstrong, Beach, Sones, Lane. Whereas the Mayor declared the motion failed.

Council Member Lane moved to open a hearing regarding the liquor license renewal application for SKF Inc, dba I Towner Stop, and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Brian Lalor, Wandro & Associates, attorney for Mr. Singh of SKF, Inc., spoke in favor of the approval of a liquor license renewal application for SKF Inc. Chief Sher spoke in favor of denying the license. City Manager Meshke summarized the options available to the council.

Council Member Lane moved to close the hearing and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Dalby moved to approve a liquor license renewal for SKF Inc, dba I Towner Stop. Rabe seconded it. On roll call, the vote was AYES: None. NAYS: Rabe, Dalby, Armstrong, Beach, Sones, Lane. Whereas the Mayor declared the motion failed.

Discussion was held regarding animal control. Council directed staff to negotiate an agreement with ARL and a contract with Kiya Koda for non-aggressive animals. Staff was directed to obtain a signed letter of intent to enter a contract for the July 21 agenda from both entities.

Beth Adams, 8235 Hwy 92, spoke in favor of animal control paid by the City.

New Business

Chief of Culture and Recreation Doug Bylund requested the creation of a full-time member services coordination position at the Indianola Wellness Campus. The Council directed staff to move forward.

Police Chief Sher requested approval to fill an open police officer position and promote other staff to vacant positions. The Council directed staff to proceed.

Public Works Director Akhilesh Pal discussed the possible management of the joint fuel facility. Council directed staff to contract a private fuel supplier. Mack Rankin, ICSD Board President, spoke in favor of an ongoing agreement. No action was taken on a resolution for the joint fuel facility.

The resolution setting a public hearing regarding the first budget amendment for the Fiscal Year 26 budget was stricken from the agenda.

Other Business

City Manager Jacob Meshke stated the Community and Economic Development Director position has been posted. He provided departmental updates. Mr. Meshke reported on negotiations with Inception Group.

Adjourn

The meeting was adjourned at 8:19 PM on a motion by Armstrong and seconded by Sones. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: July 21, 2025
Subject: Approval of Payment Application Number 2 in the amount of \$95,868.57 to Sternquist Construction for the West Clinton Avenue Reconstruction Project.

Introduction: Staff respectfully requests City Council approval of Payment Application Number 2 in the amount of \$95,868.57 to Sternquist Construction for work completed during June 2025 on the West Clinton Avenue Reconstruction Project.

Background: The City Council awarded the construction contract for this project to Sternquist Construction at the September 16, 2024 meeting. The contract amount totals \$372,997.55, and an additional contingency of \$19,000 was authorized to address unforeseen conditions, managed by the City Manager. Construction began on May 19, 2025, with the street closure between North Buxton Street and North Howard Street. The project schedule allows 60 working days for completion.

Discussion: Payment Application No. 2 covers work completed in June 2025, which included water main construction, water service relocations, and storm sewer installation. City staff and the project engineers at Snyder & Associates have reviewed the progress and confirm that approximately 41.6% of the contract work is complete based on the earned value, reflecting the dollar amount of work finished. The quality of work and adherence to the project timeline continue to meet expectations.

Budget Impact: Funds for this project are available in Fund 321 – Street Capital Projects Fund. Indianola Municipal Utilities has budgeted and will reimburse their share of the water main improvements. The current expenditure remains within the project's total budget allocation. The previously authorized construction contingency of \$19,000 is still available to address any unforeseen conditions that may arise during construction. This payment aligns with the approved budget and ensures continued progress toward project completion.

Recommendation: Based on the satisfactory progress and completed work, staff, together with Snyder & Associates, recommends City Council approval of Payment Application Number 2 in the amount of \$98,868.57 to Sternquist Construction for the West Clinton Avenue Reconstruction Project.

Attachments:

1. PartialPaymentApp02_Letter_WestClintonAve
2. PartialPaymentApp02_WestClintonAve

July 21, 2025

Akhilesh Pal, PE
Public Works Director
City of Indianola
110 North 1st Street
Indianola, IA 50125

RE: Application for Partial Payment No. 1
West Clinton Avenue Reconstruction

Dear Mr. Pal:

Enclosed please find Application for Partial Payment No. 2 in the amount of \$95,868.57 for work completed in June 2025.

Work for this pay period included water main construction, water service relocation, and storm sewer construction.

Approximately 41.6% of construction is complete when comparing the earned value, the dollar amount of work completed, to the total contract amount.

The contract included 60 working days to complete the project. At the end of the pay period, 4 working days, or 23.3% of the contract working days, had been used.

Snyder recommends approval for Application for Partial Payment No. 2 for work completed by Sternquist Construction for the June 2025 pay period.

These values are summarized as follows:

Payment and Completion Summary for June 2025	
Item	Amount
Partial Payment Application No. 1	\$51,488.73
Partial Payment Application No. 2	\$95,868.57
Total of All Payments	\$147,357.30
Total Earned	\$155,112.95
5% Retainage	\$7,755.65
Total Contract Price	\$372,997.55
Percent Complete	41.6%

Akhilesh Pal, PE
City of Indianola
July 21, 2025
Page 2 of 2

Please do not hesitate to call or email me should you have any questions.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Travis Warnke".

Travis Warnke, P.E.
Project Manager

Enclosure

APPLICATION FOR PARTIAL PAYMENT NO. 2

PROJECT: West Clinton Avenue Reconstruction

S&A PROJECT NO.:

125.0113

OWNER: City Of Indianola
CONTRACTOR: Sternquist Construction
ADDRESS: 1110 N 14th St
Indianola, IA 50125
DATE: 7/21/2025

PAYMENT PERIOD: 6/1/2025
to 6/30/2025

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 372,997.55
Net Change by Change Order: \$ -
Contract Amount to Date: \$ 372,997.55

CONTRACT PERIOD: TOTAL WORKING DAYS:

Notice to Proceed: January 17, 2025
Original Contract Working Days: 60.0
Subtracted or Added Working Days: 0.0
Contract Working Days: 60.0
Number of Working Days Used: 14.0
Working Days Remaining: 46.0
Percentage of Workind Days Remaining: 76.7%
Percentage of Construction Remaining: 58.4%

2. WORK SUMMARY:

Total Work Performed to Date: \$ 155,112.95
Retainage: 5% \$7,755.65
Total Earned Less Retainage: \$147,357.30
Less Previous Applications for Payment: \$51,488.73
AMOUNT DUE THIS APPLICATION: \$95,868.57

Est 1 \$51,488.73
Est 2 -
Est 3 -
Total Previous Payments: \$51,488.73

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Sternquist Construction

CONTRACTOR

By Brad Freeman DATE: 7/8/25

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By T. Snyder DATE: 7/8/2025

5. OWNER'S APPROVAL

OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK TO DATE				
		PLAN QTY.	UNIT	UNIT COST	TOTAL	DIV 1	QTY. DIV 2		CO #	COST TOTAL
							TOTAL			
	EARTHWORK									
2.01	TOPSOIL, COMPOST-AMENDED	115.00	CY	\$ 26.15	\$ 3,007.25	0.00	0.00	0.00		\$ -
2.02	EXCAVATION, CLASS 10	480.00	CY	\$ 20.40	\$ 9,792.00	0.00	0.00	0.00		\$ -
2.03	BELOW GRADE EXCAVATION (CORE OUT)	25.00	CY	\$ 105.00	\$ 2,625.00	0.00	0.00	0.00		\$ -
2.04	SUBGRADE PREPARATION, 12"	1,688.00	SY	\$ 2.00	\$ 3,376.00	0.00	0.00	0.00		\$ -
2.05	MODIFIED SUBBASE, 6"	1,688.00	SY	\$ 10.80	\$ 18,230.40	0.00	0.00	0.00		\$ -
2.06	COMPACTION TESTING	1.00	LS	\$ 1,400.00	\$ 1,400.00	0.00	0.00	0.00		\$ -
	TRENCH AND TRENCHLESS CONSTRUCTION									
3.01	TRENCH FOUNDATION	53.00	TON	\$ 45.25	\$ 2,398.25	0.00	0.00	0.00		\$ -
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	28.00	CY	\$ 72.60	\$ 2,032.80	0.00	0.00	0.00		\$ -
3.03	TRENCH COMPACTION TESTING	1.00	LS	\$ 1,600.00	\$ 1,600.00	0.00	0.00	0.00		\$ -
3.04	SUPPORT OF LINEAR CABLE UTILITY	340.00	LF	\$ 17.00	\$ 5,780.00	0.00	0.00	340.00		\$ 5,780.00
	SEWERS AND DRAINS									
4.01	STORM SEWER, TRENCHED, PVC, 8"	11.00	LF	\$ 90.95	\$ 1,000.45	0.00	0.00	0.00		\$ -
4.02	STORM SEWER, TRENCHED, PVC, 12"	5.00	LF	\$ 239.20	\$ 1,196.00	0.00	0.00	11.00		\$ 2,631.20
4.03	STORM SEWER, TRENCHED, RCP, 12"	19.00	LF	\$ 72.35	\$ 1,374.65	0.00	0.00	17.00		\$ 1,229.95
4.04	STORM SEWER, TRENCHED, RCP, 15"	431.00	LF	\$ 68.35	\$ 29,458.85	0.00	0.00	412.00		\$ 28,160.20
4.05	STORM SEWER, FULL AGGREGATE BACKFILL	270.00	LF	\$ 29.15	\$ 7,870.50	0.00	0.00	0.00		\$ -
4.06	REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 18"	356.00	LF	\$ 20.60	\$ 7,333.60	0.00	0.00	348.00		\$ 7,168.80
4.07	SUBDRAIN, PVC, 6"	267.00	LF	\$ 22.10	\$ 5,900.70	0.00	0.00	0.00		\$ -
4.08	SUBDRAIN CLEANOUT, TYPE A-1	2.00	EA	\$ 790.00	\$ 1,580.00	0.00	0.00	0.00		\$ -
4.09	SUBDRAIN OUTLETS AND CONNECTIONS, CMP 6"	1.00	EA	\$ 326.65	\$ 326.65	0.00	0.00	0.00		\$ -
4.10	SUMP PUMP SERVICE STUB, PVC, 1.5"	8.00	EA	\$ 1,330.00	\$ 10,640.00	0.00	0.00	0.00		\$ -
	WATER MAIN AND APPURTENANCES									
5.01	WATER MAIN, TRENCHED, C-900 PVC, 8"	360.00	LF	\$ 61.55	\$ 22,158.00	0.00	320.00	350.00		\$ 21,542.50
5.02	WATER SERVICE RELOCATION, K-COPPER, 3/4", NEAR	3.00	EA	\$ 1,688.00	\$ 5,064.00	0.00	0.00	0.00		\$ -
5.03	WATER SERVICE RELOCATION, C-900 PVC, 4"	1.00	EA	\$ 4,653.00	\$ 4,653.00	0.00	1.00	1.00		\$ 4,653.00
5.04	FITTING, DIP, VARIOUS SIZE	356.00	LB	\$ 8.00	\$ 2,848.00	0.00	107.25	227.25		\$ 1,818.00
5.05	VALVE, GATE, 8"	1.00	EA	\$ 2,640.00	\$ 2,640.00	0.00	0.00	1.00		\$ 2,640.00
5.06	FIRE HYDRANT ASSEMBLY, SALVAGE	1.00	EA	\$ 1,405.00	\$ 1,405.00	0.00	0.00	0.00		\$ -
5.07	VALVE REMOVAL	2.00	EA	\$ 317.00	\$ 634.00	0.00	0.00	0.00		\$ -
5.08	CONNECTION TO EXISTING WATER MAIN	2.00	EA	\$ 1,356.75	\$ 2,713.50	0.00	0.00	0.00		\$ -
	STRUCTURES FOR SANITARY AND STORM SEWER									
6.01	MANHOLE, SW-401, 48"	1.00	EA	\$ 4,824.00	\$ 4,824.00	0.00	0.00	1.00		\$ 4,824.00
6.02	INTAKE, SW-501	2.00	EA	\$ 3,266.25	\$ 6,532.50	0.00	0.00	2.00		\$ 6,532.50
6.03	INTAKE, SW-505	2.00	EA	\$ 5,427.00	\$ 10,854.00	0.00	0.00	2.00		\$ 10,854.00
6.04	INTAKE, SW-511, CAST IN-PLACE	1.00	EA	\$ 3,266.25	\$ 3,266.25	0.00	0.00	1.00		\$ 3,266.25
6.05	REMOVE INTAKE	2.00	EA	\$ 780.00	\$ 1,560.00	0.00	0.00	1.00		\$ 780.00
	STREETS AND RELATED WORK									
7.01	PAVEMENT, PCC, 8"	1,328.00	SY	\$ 63.00	\$ 83,664.00	0.00	0.00	165.90		\$ 10,451.70
7.02	PAVEMENT, PCC, 8", REINFORCED	208.00	SY	\$ 80.50	\$ 16,744.00	0.00	0.00	26.80		\$ 2,157.40
7.03	PCC PAVEMENT SAMPLES AND TESTING	1.00	LS	\$ 1,555.00	\$ 1,555.00	0.00	0.00	0.33		\$ 513.15
7.04	REMOVAL OF SIDEWALK	130.00	SY	\$ 12.00	\$ 1,560.00	0.00	0.00	57.20		\$ 686.40
7.05	REMOVAL OF DRIVEWAY	47.00	SY	\$ 9.00	\$ 423.00	0.00	0.00	0.00		\$ -
7.06	SIDEWALK, PCC, 4"	94.00	SY	\$ 44.00	\$ 4,136.00	0.00	0.00	33.30		\$ 1,465.20
7.07	SIDEWALK, PCC, 6"	36.00	SY	\$ 100.00	\$ 3,600.00	0.00	0.00	23.90		\$ 2,390.00
7.08	DETECTABLE WARNING	76.00	SF	\$ 50.00	\$ 3,800.00	0.00	0.00	40.00		\$ 2,000.00
7.09	DRIVEWAY, PAVED, PCC, 7"	58.00	SY	\$ 68.25	\$ 3,958.50	0.00	0.00	0.00		\$ -
7.10	PAVEMENT REMOVAL	1,547.00	SY	\$ 8.10	\$ 12,530.70	1547.00	0.00	1,547.00		\$ 12,530.70
	TRAFFIC CONTROL									
8.01	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 9,849.00	\$ 9,849.00	0.07	0.07	0.50		\$ 4,924.50
8.02	PORTABLE MESSAGE BOARD	25.00	CDAY	\$ 141.00	\$ 3,525.00	5.00	5.00	10.00		\$ 1,410.00
	SITE WORK AND LANDSCAPING									
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, MULCHING	0.20	AC	\$ 12,500.00	\$ 2,500.00	0.00	0.00	0.00		\$ -
9.02	SEEDING MOBILIZATION	2.00	EA	\$ 251.00	\$ 502.00	0.00	0.00	0.00		\$ -
9.03	FILTER SOCK, 12-IN. DIAMETER	750.00	LF	\$ 2.50	\$ 1,875.00	0.00	0.00	0.00		\$ -
9.04	FILTER SOCK, REMOVAL	750.00	LF	\$ 0.50	\$ 375.00	0.00	0.00	0.00		\$ -
9.05	EROSION CONTROL MULCHING, HYDROMULCHING WITH TEMPORARY SEED	0.20	AC	\$ 5,025.00	\$ 1,005.00	0.00	0.00	0.00		\$ -
9.06	INLET PROTECTION DEVICE, DROP-IN, INSTALL AND REMOVE	5.00	EA	\$ 176.00	\$ 880.00	0.00	0.00	0.00		\$ -
9.07	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	5.00	EA	\$ 25.00	\$ 125.00	0.00	0.00	0.00		\$ -
	MISCELLANEOUS									
11.01	MOBILIZATION	1.00	LS	\$ 26,500.00	\$ 26,500.00	0.45	0.05	0.50		\$ 13,250.00
11.02	MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.00	LS	\$ 3,015.00	\$ 3,015.00	0.14	0.00	0.40		\$ 1,206.00
11.03	TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS, HMA MILLINGS	100.00	SY	\$ 20.00	\$ 2,000.00	0.00	0.00	0.00		\$ -
11.04	CONCRETE WASHOUT	1.00	LS	\$ 850.00	\$ 850.00	0.00	0.00	0.10		\$ 85.00
11.05	REMOVE AND REINSTALL STREET SIGNS	6.00	EA	\$ 325.00	\$ 1,950.00	0.00	0.00	0.50		\$ 162.50
		TOTAL ORIGINAL CONTRACT = \$ 372,997.55								\$ 155,112.95
CHANGE ORDER SUMMARY:										
		TOTAL CHANGE ORDERS = \$ -								\$ -
		TOTAL CONTRACT & CHANGE ORDERS \$ 372,997.55								\$ 155,112.95



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: July 21, 2025
Subject: Approval of a Payment Application in the amount of \$ \$17,845 to Vanderpool Construction for the South K Street project.

Introduction: Staff is requesting approval of a pay application in the amount of \$17,845 for the South K Street Paving Project. The request includes costs previously approved and one final item related to pavement markings not billed during the project close-out timeline.

Background: On May 6, 2024, the City Council awarded a contract to Vanderpool Construction, Inc. for the South K Street Paving Project in the amount of \$1,774,635.00. The project began on June 3, 2024, and was substantially completed in December 2024. The improvements included upgraded asphalt and concrete pavement, subgrade stabilization, drainage enhancements, and major culvert replacements. South K Street was reopened to traffic following completion of construction in compliance with the approved plans and specifications.

Discussion: City Council approved a supplemental contract on December 19, 2024, in the amount of \$14,280 for reseeding work. Vanderpool Construction has now submitted Pay Application No. [insert number], which includes this previously approved reseeding amount, along with a request for \$3,565 for painted pavement markings that were inadvertently omitted from the December payment cycle. The markings were completed, added value to the corridor, and were part of the anticipated scope. In total, the pay application amounts to \$17,845. With all approved changes and field-measured quantities, the final total project cost is \$1,818,558.27.

Budget Impact: Funding for this project was allocated in the FY2024 and FY2025 Street Capital Project Fund (Fund 323). This payment request is fully covered within the project budget and falls within the overall available funding. However, because the payment relates to work performed in the previous fiscal year, funds will need to be rolled over from FY2024 into the current fiscal year to process the payment. Additionally, \$200,000 in funding is provided through the Iowa DOT's U-STEP program, and special assessments have contributed to the project cost.

Recommendation: City staff and the project engineer, Snyder & Associates, recommend approval of this pay application in the amount of \$17,845 to Vanderpool Construction, Inc., for work completed on the South K Street Paving Project.

Attachments: 1. Amendment1_2025-06-27_SuppConstAgreement_SouthKStreet SIGNED

**AMENDMENT No. 1
TO
SUPPLEMENTAL CONSTRUCTION AGREEMENT
SOUTH K STREET PAVING PROJECT
DECEMBER 19, 2024**

THIS AMENDMENT, made this _____ day of _____, 2025, by and between City of Indianola, hereinafter called "OWNER" and Vanderpool Construction, Inc. hereinafter called "CONTRACTOR".

WITNESSETH: The parties agree to amend the aforementioned supplemental construction agreement to include the following:

1. Add Article 1.1:

1.1 The CONTRACTOR will fully complete the 115 Stations of waterborn pavement markings for the South K Street Paving Project at an agreed to cost of \$3,565..

2. Amend Article 5:

5. Upon completion and acceptance of the Pavement Markings, Conventional Seeding, Fertilizing, and BFM Mulching, Type 1 task per the Contract Documents and the terms therein, the OWNER shall make a lump sum payment of \$17,845.00 to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts each of which shall be deemed an original on the date first above written.

OWNER:

City of Indianola

BY: _____

NAME: _____

TITLE: _____

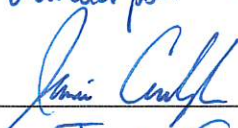
(SEAL)
ATTEST:

NAME _____

TITLE _____

CONTRACTOR:

Vanderpool Construction Inc.

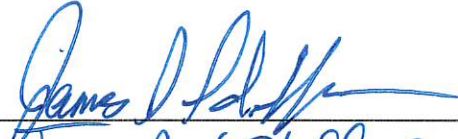
BY: 

NAME: Jamie Cumbaugh

ADDRESS: 1100 N. 14th St.

Indianola, IA 50125

(SEAL)
ATTEST:

NAME 
James Dean Schellars



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: July 21, 2025
Subject: Approval of Payment Application Number 15 in the amount of \$41,504.85 to Vanderpool Construction for the Hillcrest Avenue Pavement Improvements Project.

Introduction: Staff respectfully requests City Council approval of Payment Application No. 15 in the amount of \$41,504.85 to Vanderpool Construction, Inc. for the Hillcrest Avenue Pavement Improvements Project. This pay application covers work completed, including the finishing of sidewalk and trail segments, final traffic control work, installation of erosion control measures, and placement of topsoil.

Background: On April 3, 2023, the City Council awarded the construction contract for the Hillcrest Avenue Pavement Improvements Project to Vanderpool Construction, Inc. This is a key infrastructure project designed to improve traffic flow and road safety along this important corridor. The project is supported by federal-aid funding through an agreement with the Iowa DOT, with up to \$3,800,000 provided through the Surface Transportation Block Grant Program Federal-aid Swap.

Discussion: The current payment request reflects work that brings the project to approximately 92% completion when measured by earned value against the total contract. While working days have been suspended since the last winter season, Vanderpool has used 233 of the 260 available working days, or approximately 90% of the total. The roadway was reopened to public travel on November 26, 2024, and the contractor has continued to complete finishing tasks since that time. City staff and engineers have verified that the quantities for this pay application are accurate and that the work performed meets the project specifications.

Budget Impact: Payment Application No. 15, in the amount of \$41,504.85, is within the allocated budget for this project. Funding for this payment is available through the project's established capital improvement budget, which includes the federal funds through the DOT agreement. No additional budget amendments are necessary at this time.

Recommendation: Staff and our engineering consultant, Snyder & Associates, recommend approval of Payment Application No. 15 in the amount of \$41,504.85 to Vanderpool Construction, Inc. for work completed on the Hillcrest Avenue Pavement Improvements Project.

Attachments:

1. PartialPaymentApp15_Letter_EastHillcrestAve
2. PartialPaymentApp15_Hillcrest SIGNED

July 11, 2025

Akhilesh Pal, PE
 Public Works Director
 City of Indianola
 110 North 1st Street
 Indianola, IA 50125

RE: Application for Partial Payment No. 15
 East Hillcrest Avenue Reconstruction Project

Dear Mr. Pal:

Enclosed please find Application for Partial Payment No. 15 in the amount of \$41,504.85 for work completed. Work for this pay period included the finishing of sidewalk and trail along with the completion of traffic control, erosion control items, and topsoil placement.

The contractor, Vanderpool Construction Inc., has 260 working days to complete the project. At the end of the pay period, approximately 233 working days had been used, approximately 90%. Working days have been suspended for the winter.

Construction is approximately 92% complete when comparing the earned value, completed, to the total contract amount. The roadway was opened to travel on November 26, 2024.

The payment history for the project is summarized below:

Payment and Completion Summary	
Item	Amount
Partial Payment No. 1	\$159,176.66
Partial Payment No. 2	\$317,240.25
Partial Payment No. 3	\$393,824.92
Partial Payment No. 4	\$240,881.39
Partial Payment No. 5	\$328,600.29
Partial Payment No. 6	\$319,954.39
Partial Payment No. 7	\$388,567.70
Partial Payment No. 8	\$333,093.74
Partial Payment No. 9	\$623,604.27
Partial Payment No. 10	\$171,399.78
Partial Payment No. 11	\$174,109.17
Partial Payment No. 12	\$272,958.06
Partial Payment No. 13	\$561,634.42
Partial Payment No. 14	\$263,748.38

Partial Payment No. 15	\$41,504.85
Total of All Payments	\$4,69,351.73
Total Earned	\$4,710,671.89
3% Retainage	\$141,320.16
Total Contract Price	\$5,087,554.58
Percent Complete	92%

Please do not hesitate to call or email me should you have any questions.

Respectfully,

SNYDER & ASSOCIATES, INC.



Travis Warnke, P.E.
Project Engineer

Enclosure

APPLICATION FOR PARTIAL PAYMENT NO. 15

PROJECT: E Hillcrest Ave Reconstruction

S&A PROJECT NO.: 121.0558.01

OWNER: City Of Indianola
CONTRACTOR: Vanderpool Construction, Inc.
ADDRESS: 1100 N 14th St
Indianola, IA 50125
DATE: 7/10/2025

PAYMENT PERIOD: 4/1/2025
to 4/30/2025

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 5,098,494.70
Net Change by Change Order: \$ (10,940.12)
Contract Amount to Date: \$ 5,087,554.58

CONTRACT PERIOD: TOTAL WORKING DAY:

Notice to Proceed: May 16, 2023

Number of Contract Working Days: 260

Working Days Used: 250

Working Days Remaining: 10.0

Percentage of Working Days Remaining: 3.8%

Percentage of Construction Remaining: 7.4%

2. WORK SUMMARY:

Total Work Performed to Date: \$ 4,710,671.89
Retainage: 3% \$141,320.16
Total Earned Less Retainage: \$4,569,351.73
Less Previous Applications for Payment: \$ 4,527,846.88
AMOUNT DUE THIS APPLICATION: \$41,504.85

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

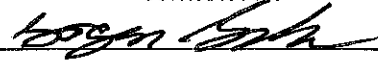
(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Vanderpool Construction, Inc.

CONTRACTOR

By



DATE:

7/11/2025

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By



DATE:

7/11/2025

5. OWNER'S APPROVAL

OWNER

By

DATE:

6 DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	Item DESCRIPTION	CONTRACT ITEMS			COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	TOTAL	QTY. TO DATE	CO # COST TOTAL
2101-0850001	1. CLEARING AND GRUBBING	0.41	ACRE	\$ 20,500.00	\$ 8,405.00	0.41	8,405.00
2101-0850002	2. CLEARING AND GRUBBING	113.80	UNIT	\$ 130.00	\$ 14,794.00	113.80	14,794.00
2102-217007	3. EXCAVATION, CLASS 10, ROADWAY AND BORROW	18,887.00	CY	\$ 10.50	\$ 198,313.50	18,887.00	198,313.50
2102-217009	4. EXCAVATION, CLASS 10, WASTE	2,412.00	CY	\$ 11.00	\$ 26,532.00	2,412.00	26,532.00
2105-8425005	5. TOPSOIL, FURNISH AND SPREAD	106.00	CY	\$ 26.00	\$ 2,756.00	106.00	2,756.00
2105-8425015	6. TOPSOIL, STRIP, SALVAGE AND SPREAD	5,332.00	CY	\$ 20.00	\$ 106,640.00	5,332.00	106,640.00
2108-8225100	7. SPECIAL COMPACTION OF SUBGRADE	48.30	STA	\$ 1,680.00	\$ 81,144.00	48.30	81,144.00
2108-8225100	8. MODIFIED SUBBASE	3,946.00	CY	\$ 66.00	\$ 260,338.00	3,946.00	260,338.00
2123-7500020	9. SHOULDER FINISHING, EARTH	101.20	STA	\$ 405.00	\$ 40,986.00	101.20	40,986.00
2213-7100040	10. RELOCATION OF MAIL BOXES	5.00	EACH	\$ 765.00	\$ 3,825.00	5.00	3,825.00
2301-1033070	11. STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	543.30	SY	\$ 92.00	\$ 49,983.60	543.30	49,983.60
2301-1033080	12. STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	19,254.50	SY	\$ 76.50	\$ 1,472,969.25	19,254.50	1,472,969.25
2301-4875008	13. MEDIAN, P. C. CONCRETE, 8 IN.	33.80	SY	\$ 155.00	\$ 5,234.50	33.80	5,234.50
2301-6811722	14. PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1.00	LS	\$ 15,000.00	\$ 15,000.00	1.00	15,000.00
2304-0101000	15. TEMPORARY PAVEMENT	3,230.50	SY	\$ 63.00	\$ 203,521.50	430.80	27,140.40
2312-8260051	16. GRAVULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	553.00	TON	\$ 55.00	\$ 30,415.00	553.00	30,415.00
2315-8276025	17. SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	62.70	TON	\$ 3,162.00	\$ 198,137.40	60.96	3,667.00
2402-0425040	18. FLOODED BACKFILL	71.00	CY	\$ 60.00	\$ 4,260.00	11.10	669.00
2402-2720100	19. EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	26.60	CY	\$ 45.00	\$ 1,197.00	26.60	1,197.00
2416-0100015	20. APRONS, CONCRETE, 15 IN. DIA.	2.00	EACH	\$ 2,600.00	\$ 5,200.00	2.00	5,200.00
2416-0100018	21. APRONS, CONCRETE, 18 IN. DIA.	4.00	EACH	\$ 3,100.00	\$ 12,400.00	4.00	12,400.00
2416-0100024	22. APRONS, CONCRETE, 24 IN. DIA.	2.00	EACH	\$ 4,100.00	\$ 8,200.00	2.00	8,200.00
2416-0100030	23. APRONS, CONCRETE, 30 IN. DIA.	2.00	EACH	\$ 5,100.00	\$ 10,200.00	2.00	10,200.00
2416-0100036	24. APRONS, CONCRETE, 36 IN. DIA.	2.00	EACH	\$ 6,100.00	\$ 12,200.00	2.00	12,200.00
2416-0100051	25. CULVERT, 2000 CONCRETE, ENTRANCE PIPE 18 IN. DIA.	38.00	LF	\$ 79.00	\$ 3,002.00	38.00	3,002.00
2416-1165018	26. CULVERT, 2000 CONCRETE, ENTRANCE PIPE 18 IN. DIA.	88.00	LF	\$ 89.00	\$ 7,832.00	88.00	7,832.00
2416-1165018	27. MANHOLE, STORM SEWER, SW-401, 48 IN.	6.00	EACH	\$ 5,400.00	\$ 32,400.00	6.00	32,400.00
2435-0140160	28. MANHOLE, STORM SEWER, SW-401, 60 IN.	4.00	EACH	\$ 9,100.00	\$ 36,400.00	4.00	36,400.00
2435-0250500	29. INTAKE, SW-505	13.00	EACH	\$ 6,800.00	\$ 88,400.00	12.00	81,600.00
2435-0250500	30. INTAKE, SW-506	16.00	EACH	\$ 10,800.00	\$ 172,800.00	16.00	172,800.00
2435-0250500	31. INTAKE, SW-506, TOP ONLY	2.00	EACH	\$ 4,900.00	\$ 9,800.00	0.00	-
2435-0251200	32. INTAKE, SW-512, 24 IN.	15.00	EACH	\$ 3,000.00	\$ 45,000.00	13.00	39,000.00
2435-0251200	33. INTAKE, SW-512, 30 IN.	1.00	EACH	\$ 3,600.00	\$ 3,600.00	1.00	3,600.00
2435-0251300	34. INTAKE, SW-513	1.00	EACH	\$ 7,000.00	\$ 7,000.00	1.00	7,000.00
2435-0600010	35. MANHOLE ADJUSTMENT, MINOR	2.00	EACH	\$ 3,300.00	\$ 6,600.00	3.00	9,900.00
2435-0600020	36. MANHOLE ADJUSTMENT, MAJOR	2.00	EACH	\$ 3,300.00	\$ 6,600.00	2.00	6,600.00
2435-0600120	37. INTAKE ADJUSTMENT, MAJOR	1.00	EACH	\$ 700.00	\$ 700.00	0.00	-
2502-8212036	38. SUBDRAIN, LONGITUDINAL (SHOULDER) 6 IN. DIA.	8,837.80	LF	\$ 17.00	\$ 150,242.60	8,837.80	150,242.60
2502-8216106	39. SUBDRAIN, CORRUGATED METAL PIPE, 6 IN. DIA.	12.00	LF	\$ 40.00	\$ 480.00	12.00	480.00
2502-8221303	40. SUBDRAIN OUTLET, DR-303	31.00	EACH	\$ 600.00	\$ 18,600.00	37.00	22,200.00
2503-0114212	41. STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 12 IN.	96.00	LF	\$ 99.00	\$ 9,504.00	4.00	396.00
2503-0114215	42. STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 15 IN.	1,454.00	LF	\$ 113.00	\$ 164,302.00	1,483.00	167,579.00
2503-0114218	43. STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 18 IN.	1,218.00	LF	\$ 124.00	\$ 151,032.00	1,318.00	163,432.00
2503-0114224	44. STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 24 IN.	654.00	LF	\$ 137.00	\$ 89,598.00	630.00	86,310.00
2503-0114230	45. STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 30 IN.	140.00	LF	\$ 153.00	\$ 21,420.00	140.00	21,420.00
2503-0114236	46. STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 36 IN.	144.00	LF	\$ 153.00	\$ 22,032.00	140.00	21,420.00
2503-0200036	47. REMOVE STORM SEWER PIPE, LESS THAN OR EQUAL TO 36 IN.	1,431.00	LF	\$ 207.00	\$ 295,907.00	1,431.00	295,907.00
2503-0200341	48. STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN.	193.00	LF	\$ 18.00	\$ 3,474.00	193.00	3,474.00
2504-0200040	49. SANITARY SEWER SERVICE STUB, POLYVINT, CHLORIDE PIPE (PVC), 4 IN.	120.00	LF	\$ 164.00	\$ 19,680.00	120.00	19,680.00
2504-0240036	50. REMOVE SANITARY SEWER PIPE, LESS THAN OR EQUAL TO 36 IN.	266.00	LF	\$ 36.00	\$ 9,576.00	85.00	3,060.00
2504-0240145	51. SANITARY SEWER CLEANOUT	1.00	EACH	\$ 1,500.00	\$ 1,500.00	1.00	1,500.00
2506-4984000	52. FLOWABLE MORTAR	24.90	CY	\$ 200.00	\$ 4,980.00	0.00	-
2507-3250005	53. ENGINEERING FABRIC	129.30	SY	\$ 8.00	\$ 1,034.40	129.30	1,034.40
2507-6800061	54. REINFORCEMENT, CLASS E	112.30	TON	\$ 98.00	\$ 11,005.40	112.30	11,005.40
2510-6745650	55. REMOVAL OF INTAKES AND UTILITY ACCESSSES	13,986.40	SY	\$ 5.00	\$ 69,932.00	13,986.40	69,932.00
2511-0300000	56. REMOVAL OF RECREATIONAL TRAIL	9.00	EACH	\$ 800.00	\$ 7,200.00	9.00	7,200.00
2511-0300000	57. RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	843.10	SY	\$ 7.00	\$ 5,901.70	843.10	5,901.70
2511-0300000	58. SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	882.00	SY	\$ 66.00	\$ 58,212.00	843.10	55,606.50
2511-0300000	59. SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	830.30	SY	\$ 635.00	\$ 527,050.50	830.30	527,050.50

2521-6748900	61	REMOVAL OF SIDEWALK	61.70	SY	\$	11.00	\$	678.70	61.70	678.70	
2521-7526004	62	SIDEWALK P.C. CONCRETE 4 IN.	1.6700	SY	\$	51.00	\$	85.370.00	1.6700	85.370.00	
2521-7526006	63	SIDEWALK P.C. CONCRETE 6 IN.	179.10	SY	\$	56.00	\$	10,026.60	179.10	10,026.60	
2521-7528101	64	DETECTABLE WARNING	474.00	LF	\$	66.00	\$	31,284.00	474.00	31,284.00	
2521-7528356	65	CURB AND GUTTER P.C. CONCRETE 3.5 FT.	89.70	LF	\$	63.00	\$	5,651.10	89.70	5,651.10	
2521-2475006	66	DRIVEWAY P.C. CONCRETE 6 IN.	104.70	SY	\$	66.00	\$	6,910.20	104.70	6,910.20	
2521-2475008	67	DRIVEWAY P.C. CONCRETE 8 IN.	1,411.30	SY	\$	61.00	\$	86,099.40	1,411.30	86,099.40	
2521-6742600	68	REMOVAL OF PAVED DRIVEWAY	1,349.90	SY	\$	6.00	\$	8,099.40	1,349.90	8,099.40	
2520-3350015	69	FIELD OFFICE	1.00	EACH	\$	20,000.00	\$	20,000.00	1.00	20,000.00	
2520-6760010	70	REMOVE AND REINSTALL SIGN AS PER PLAN	28.00	EACH	\$	355.00	\$	9,930.00	28.00	9,930.00	
2524-6765110	71	REMOVAL OF TYPE A SIGN	145.50	LF	\$	45.00	\$	6,547.50	145.50	6,547.50	
2524-6765110	72	PERFORATED SQUARE STEEL TUBE POSTS	8.00	EACH	\$	205.00	\$	1,640.00	8.00	1,640.00	
2524-9276021	73	PERFORATED SQUARE STEEL TUBE POST ANCHOR BREAK AWAY SOIL INSTALLATION	65.25	SY	\$	48.00	\$	3,132.00	65.25	3,132.00	
2524-9276021	74	TYPE A SIGN SHEET ALUMINUM	1.00	LS	\$	35,500.00	\$	35,500.00	1.00	35,500.00	
2528-6268500	75	CONSTRUCTION SURVEY	135.48	STA	\$	153.00	\$	20,728.44	135.48	20,728.44	
2527-9263117	76	PAINTED PAVEMENT MARKINGS DURABLE	65.25	STA	\$	153.00	\$	10,043.25	65.25	10,043.25	
2527-9263131	77	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	27.00	EACH	\$	660.00	\$	15,120.00	27.00	15,120.00	
2527-9263143	78	PAINTED SYMBOLS AND LEGENDS DURABLE	12.92	STA	\$	205.00	\$	2,648.60	12.92	2,648.60	
2527-9263180	79	PAVEMENT MARKINGS REMOVED	135.48	STA	\$	115.00	\$	15,580.20	135.48	15,580.20	
2527-9270111	80	GROOVES CUT FOR PAVEMENT MARKINGS	22.00	EACH	\$	205.00	\$	4,510.00	22.00	4,510.00	
2527-9270120	81	GROOVES CUT FOR SYMBOLS AND LEGENDS	22.00	EACH	\$	309.00	\$	6,798.00	22.00	6,798.00	
2528-2518000	82	SAFETY CLOSURE	687.50	LF	\$	40.00	\$	27,500.00	687.50	27,500.00	
2528-2518000	83	TEMPORARY BARRIER RAIL CONCRETE	1.00	LS	\$	61,000.00	\$	61,000.00	1.00	61,000.00	
2528-5445110	84	TRAFFIC CONTROL	60.00	CDAY	\$	76.00	\$	4,560.00	60.00	4,560.00	
2528-5290060	85	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	1.00	LS	\$	321,175.51	\$	321,175.51	1.00	321,175.51	
2521-0000110	86	MOBILIZATION	2.00	EACH	\$	2,550.00	\$	5,100.00	2.00	5,100.00	
2521-0000110	87	TEMP CRASH CUSHION	200.00	TON	\$	45.00	\$	9,000.00	200.00	9,000.00	
2521-0000210	88	TRENCH FOUNDATION	200.00	CY	\$	35.00	\$	7,000.00	200.00	7,000.00	
2521-0000220	89	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	1.00	LS	\$	16,000.00	\$	16,000.00	1.00	16,000.00	
2521-0000300	90	TRENCH COMPACTION TESTING	22.00	LF	\$	320.00	\$	7,040.00	22.00	7,040.00	
2524-0112004	91	WATER MAIN TRENCHED POLYVINYL CHLORIDE PIPE (PVC) 12 IN.	2.17	00	LB	\$	18.00	\$	39.06	2.17	39.06
2524-0114012	92	FITTINGS BY WEIGHT DUCTILE IRON	1.00	LS	\$	1,900.00	\$	1,900.00	1.00	1,900.00	
2524-0203000	93	WATER SERVICE STOP COPPER 1 IN.	13.00	EACH	\$	500.00	\$	6,500.00	13.00	6,500.00	
2524-0204110	94	WATER SERVICE CURB STOP AND BOX COPPER 1 IN.	5.00	EACH	\$	5,500.00	\$	27,500.00	5.00	27,500.00	
2524-0205710	95	VALVE BOX ADJUSTMENT MINOR	13.00	EACH	\$	2,200.00	\$	28,600.00	13.00	28,600.00	
2524-0212040	96	FIRE HYDRANT ADJUSTMENT	3.00	EACH	\$	3,000.00	\$	9,000.00	3.00	9,000.00	
2524-0214000	97	TEACH ITEM CI ENJOINT (SUBDRAIN)	364.00	EACH	\$	32.00	\$	11,648.00	364.00	11,648.00	
2524-9999005	98	TEACH ITEM CONNECTION TO STORM SEWER PIPE	2.00	EACH	\$	2,500.00	\$	5,000.00	2.00	5,000.00	
2524-9999006	99	TEACH ITEM GRID TIED MAT GROUND ANCHOR TYPE 1	1.00	EACH	\$	2,300.00	\$	2,300.00	1.00	2,300.00	
2524-9999007	100	TEACH ITEM REMOVE AND REINSTALL GATE	275.00	LF	\$	25.00	\$	6,875.00	275.00	6,875.00	
2524-9999008	101	TEACH ITEM WATER METER PIT	1.00	LS	\$	10,500.00	\$	10,500.00	1.00	10,500.00	
2524-9999009	102	TEACH ITEM REMOVE EXISTING WATER MAIN	1.00	LS	\$	5,600.00	\$	5,600.00	1.00	5,600.00	
2524-9999010	103	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.00	LS	\$	7,300.00	\$	7,300.00	1.00	7,300.00	
2524-9999011	104	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	128.00	SY	\$	119.00	\$	15,232.00	128.00	15,232.00	
2524-9999012	105	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	88.00	TON	\$	26.00	\$	2,288.00	88.00	2,288.00	
2524-9999013	106	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	10.50	ACRE	\$	3,700.00	\$	38,650.00	10.50	38,650.00	
2524-9999014	107	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.50	ACRE	\$	1,550.00	\$	2,325.00	1.50	2,325.00	
2524-9999015	108	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	4.00	ACRE	\$	1,550.00	\$	6,200.00	4.00	6,200.00	
2524-9999016	109	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	34.00	ACRE	\$	1,100.00	\$	37,400.00	34.00	37,400.00	
2524-9999017	110	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	17.00	ACRE	\$	60.00	\$	1,020.00	17.00	1,020.00	
2524-9999018	111	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	3.00	EACH	\$	350.00	\$	1,050.00	3.00	1,050.00	
2524-9999019	112	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	450.00	LF	\$	66.00	\$	29,700.00	450.00	29,700.00	
2524-9999020	113	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	10.884.00	LF	\$	3.40	\$	37,005.60	10.884.00	37,005.60	
2524-9999021	114	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	12.856.00	LF	\$	0.25	\$	3,214.50	12.856.00	3,214.50	
2524-9999022	115	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.974.00	LF	\$	3.40	\$	6,711.60	1.974.00	6,711.60	
2524-9999023	116	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	88.00	LF	\$	18.00	\$	1,584.00	88.00	1,584.00	
2524-9999024	117	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	8.00	EACH	\$	10.00	\$	80.00	8.00	80.00	
2524-9999025	118	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	62.00	EACH	\$	189.00	\$	11,718.00	62.00	11,718.00	
2524-9999026	119	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	62.00	EACH	\$	10.00	\$	620.00	62.00	620.00	
2524-9999027	120	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	62.00	EACH	\$	10.00	\$	620.00	62.00	620.00	
2524-9999028	121	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.00	EACH	\$	500.00	\$	500.00	1.00	500.00	
2524-9999029	122	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.00	EACH	\$	1,000.00	\$	1,000.00	1.00	1,000.00	
2524-9999030	123	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	11.00	EACH	\$	600.00	\$	6,600.00	11.00	6,600.00	
2524-9999031	124	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999032	125	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999033	126	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999034	127	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999035	128	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999036	129	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999037	130	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999038	131	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999039	132	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999040	133	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999041	134	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999042	135	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999043	136	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999044	137	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999045	138	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999046	139	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999047	140	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999048	141	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999049	142	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999050	143	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999051	144	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999052	145	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999053	146	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999054	147	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999055	148	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999056	149	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999057	150	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999058	151	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999059	152	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999060	153	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999061	154	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999062	155	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999063	156	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999064	157	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999065	158	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999066	159	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999067	160	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999068	161	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999069	162	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999070	163	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999071	164	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999072	165	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
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2524-9999078	171	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999079	172	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999080	173	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999081	174	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
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2524-9999083	176	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999084	177	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999085	178	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									
2524-9999086	179	TEACH ITEM MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION									

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MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: July 21, 2025
Subject: Consideration of the approval of a liquor license renewal for Danlee Corp, dba Jiffy #921.

Introduction: Jiffy #921, located at 311 North Jefferson Way, is applying for a Class E retail alcohol license.

Background: This application has an effective date of August 1, 2025 and expires July 31, 2026.

Discussion: Danlee Corp is a corporation. Owners listed on the application are Christine Adams, Lee Adams and Daniel Moellers. All paperwork is in order for approval.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: July 21, 2025
Subject: Resolution approving Professional Services Agreement with HR Green for Development of a Pavement Management Plan

Introduction: Staff is requesting approval of a professional services agreement with HR Green in the amount of \$30,000 to develop a pavement management plan for the City's street network. The plan will utilize existing pavement condition data provided by the Iowa Pavement Management Program (IPMP) and will support long-term decision-making related to roadway maintenance, rehabilitation, and reconstruction.

Background: The City maintains a broad and aging roadway system. To ensure strategic use of limited resources and improve the long-term quality of pavements, it is important to have a consistent, data-driven approach to maintenance and capital planning.

The Iowa Department of Transportation, through the Iowa Pavement Management Program (IPMP), collects pavement condition data for all public roadways in Iowa at least once every four years. This automated data collection utilizes vehicle-mounted sensors to record the roughness of roadways and identify various pavement distresses such as rutting or cracking. A video inventory of the roadway network is also obtained. The IPMP is administered through Iowa State University's Center for Transportation Research and Education and is available to cities at no cost.

Discussion: This project proposes to leverage the City's existing GIS inventory and the pavement condition data collected through the IPMP to assess current conditions and establish a system for prioritizing future roadway repair, rehabilitation, and reconstruction projects. The IPMP dataset encompasses the entirety of the City's paved roadway network and provides a valuable foundation for planning.

HR Green will analyze the IPMP data using the Deighton Total Infrastructure Management System Business Analytics (dTIMS BA) software, which enables scenario planning based on performance and funding levels. Their approach also includes field validation through visual inspection of a representative sample of streets to verify the accuracy of the IPMP data.

Based on these evaluations, HR Green will develop a 10-year Capital Improvement Plan (CIP) for the City's streets. This plan will include a prioritized list of recommended projects, proposed treatment strategies, and recommendations for updates to pavement design and maintenance standards. The CIP will also include an evaluation of resources and expenditures required to maintain various levels of condition performance, offering the City a practical tool to guide annual budgeting and long-term investments.

In addition to the \$30,000 contract for engineering services, the City will need to initiate a separate

subscription to the dTIMS BA software platform. The one-time setup cost is \$4,000, with an anticipated annual renewal cost of \$3,000 if the City opts to continue use of the tool in future years. These software costs are not part of the HR Green contract but are essential for full implementation and future management of the pavement program.

HR Green will also provide a final report summarizing the pavement condition assessment, recommended improvements, and the 10-year CIP. This report will include condition maps and other materials suitable for use in public outreach and communication.

Budget Impact: The City has allocated \$50,000 in the Capital Projects Fund for this fiscal year to support the development of a pavement management plan. The proposed \$30,000 contract with HR Green and the \$4,000 one-time setup fee for the dTIMS software fall within the available budget. An ongoing annual allocation of approximately \$3,500 will be needed in the future if the City elects to renew the dTIMS subscription in future years.

Recommendation: Staff recommends approval of the professional services agreement with HR Green for pavement management planning in the amount of \$30,000, and authorization of the separate dTIMS BA subscription for a one-time setup cost of \$4,000 and an annual cost of \$3,000 for future renewals.

Attachments:

1. PSA-051625-Indianola Pavement Management 2403568
2. Resolution HR Green PMP



PROFESSIONAL SERVICES AGREEMENT

For

**PAVEMENT MANAGEMENT STUDY
CITY OF INDIANOLA, IA**

Akhilesh Pal, Public Works Director
City of Indianola
110 North 1st Street
Indianola, Iowa 50125

Larry Stevens, P.E.
HR Green, Inc.
5525 Merle Hay Road, Suite 200
Johnston, IA 50131-1448
HR Green Project Number 2403568

June 2, 2025

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0.0 INTRODUCTION

HR Green, Inc. has been providing award-winning pavement management plans and assisting cities administer cost-efficient capital improvement programs for many years. Several of our staff are former public employees and are familiar with the practical solutions communities require. We understand the issues facing our Iowa communities, especially those related to managing deteriorating infrastructure with limited funds.

Every community has different needs, funding situations, political structures, and approaches to handling roadway maintenance, rehabilitation, and reconstruction. That is why HR Green specifically tailors each Pavement Management Plan to the individual needs and situations of the community. We create “Living Documents” that grow and take shape with each community. Whether they need help getting started, or long-term assistance, our experienced pavement engineers will lead the way.

The HR Green team uses data-driven, scenario-based planning to determine optimal approaches to funding and project selection. We will assist the City of Indianola to effectively determine ***the right treatment, for the right pavement, at the right time.***

THIS **AGREEMENT** is between the CITY of INDIANOLA, IOWA (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding and Methodology

1.1 General Understanding

The CLIENT owns and maintains approximately 70 centerline miles of paved streets. The CLIENT is interested in implementing a comprehensive 10-year, Pavement Management Plan that provides a framework for effectively managing the CLIENT’s streets.

The COMPANY proposes to leverage existing GIS resources and pavement condition data from the Iowa Pavement Management Program (IPMP) to assess current conditions and establish a system to prioritize future roadway repair, rehabilitation, and reconstruction projects. The IPMP data encompasses the entirety of CLIENT’s paved roadway network and is available at no cost. Using that system, the COMPANY will then provide a 10-year Capital Improvement Plan (CIP) that includes a list of recommended projects, recommendations for improvements to pavement design and maintenance standards, as well as an evaluation of resources and expenditures required to maintain various levels of condition performance.

The CLIENT’s request for a Pavement Management Study indicates the CLIENT’s commitment to sustainable infrastructure through proper asset management principles. Through this project, the CLIENT will be able to ensure, with sufficient funding, the CLIENT’s roadways are adequately maintained and preserved at a high level of service and safety.

1.1 Project Approach

The project will consist of:

- Auditing the GIS inventory of the CLIENT’s street system
- Evaluating the system’s current roadway conditions

- Determining major rehabilitation and reconstruction alternatives and the thresholds that will trigger their use to be used in the data analysis and projections and their life cycle costs (LCC).
- Developing Performance-based and Budget-based projections for the following scenarios:
 - Maintaining three different levels of average Pavement Condition Index (PCI) and one with different levels of average PCIs based on street functional classification
 - With funding that stays the same as currently exists, which indicates the resulting future PCI
 - With funding that decreases and the resulting future PCI
 - With funding that increases and the resulting future PCI
- Recommending performance PCI levels and annual budget goals
- Developing a 10-year Pavement Capital Improvements Plan with the agreed upon average PCI levels and annual funding

1.2 Methodology

Pavement Inventory, Condition Analysis, and Recommending and Prioritizing Improvements:

- IPMP Data – The Iowa Department of Transportation, through the Iowa Pavement Management Program (IPMP), collects pavement condition data for all public roadways in Iowa at least once every four years. This automated data collection, utilizing vehicle-mounted sensors, includes roughness of the roadways and various pavement distresses such as rutting or cracking. In addition, a video inventory is obtained. COMPANY will analyze this data utilizing the Deighton Total Infrastructure Management System Business Analytics (dTIMS BA) software.
- Visual Data – It is important to ground-truth dTIMS BA analysis through visual inspection and augment IPMP data with observations on infrastructure commonly missed by mobile scanning. COMPANY will visually rate approximately 10% of the roadways to verify/validate the IPMP pavement conditions.
- Historical review – COMPANY will also perform a review of plans and maintenance histories provided by the CLIENT.
- Putting dTIMS BA to work – The IPMP provides cities with a powerful tool for pavement management by subsidizing subscriptions to dTIMS BA. COMPANY's project team has the know-how to put dTIMS BA to work for the CLIENT. By using the CLIENT's access to the software, COMPANY can cost-effectively analyze vast amounts of mobile scanning data that are already available from the IPMP. With the proper inputs, dTIMS BA is capable of expediting the LCC analysis process. Properly utilizing dTIMS BA with accurate inputs will ensure the right treatment is chosen for the right pavements at the right time.

1.3 Design Criteria/Assumptions

- The CLIENT's street system consists of approximately 70 centerline miles
- Pavement design and maintenance standards and best practices review will be based on SUDAS guidance, relevant pavement research, and industry standards
- In conjunction with the CLIENT, determine major rehabilitation and reconstruction alternatives and the thresholds that will trigger their use to be used in the data analysis and projections and their life cycle costs

- Modeling of scenarios will utilize data provided by the IPMP through the CLIENT's dTIMS BA subscription to the IPMP
- Develop Performance-based and Budget-based projections for the following scenarios:
 - Maintaining three different levels of average Pavement Condition Index (PCI) and one with different levels of average PCIs based on street functional classification
 - With funding that stays the same as currently exists, which indicates the resulting future PCI
 - With funding that decreases and the resulting future PCI
 - With funding that increases and the resulting future PCI
- Recommend performance PCI levels and annual budget goals
- Develop a 10-year Pavement Capital Improvements Plan with the agreed upon average PCI levels and annual funding

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Project Administration

2.1.1 Project Management

The COMPANY shall prepare and submit monthly email updates (< 1-page) summarizing overall project status and informing of any unexpected issues. COMPANY will maintain a system for monitoring progress to allow monthly tracking and invoicing.

The COMPANY will submit with each design service invoice a summary of work performed, estimated task completion percentage, contract completion date, and actual completion date.

2.1.2 Monitoring Project Scope and Schedule

This task includes the development and tracking of the project plan for the project development. This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The COMPANY will inform the CLIENT of any services required that may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the COMPANY to make the CLIENT aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation. If design work is not progressing in a manner to comply with the anticipated completion date, the COMPANY shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule.

2.1.3 Project Review Meetings

The COMPANY will meet with the CLIENT to review progress and to discuss specific elements of the project. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of the meetings

and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by two (2) staff members of the COMPANY.

The following meetings are included with the scope of work:

- Kickoff Meeting
- Review of Existing Conditions & Priority Setting
- Draft Plan
- Final Plan

2.1.4 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2.1.5 General Coordination

Includes regular coordination with CLIENT staff. Also includes coordination with Iowa Pavement Management Program (IPMP) regarding data collection and analysis.

2.1.6 City Council Updates

The COMPANY will make one (1) presentation to the City Council to provide a brief overview of the initiative, discuss examples, explain the process, and the review the final deliverables.

2.2

2.4 Data Analysis

2.4.1 Data Gathering/Analysis

COMPANY will work with CLIENT and IPMP staff to obtain and verify pavement data and condition information. The specific tasks to be performed include the following:

2.4.2 Inventory Data

Extensive experience with the IPMP data, as well as state, county, and local data sources will allow COMPANY to develop an accurate and complete inventory of streets and their characteristics.

COMPANY shall review publicly available GIS data and historical information including written documentation and the automated data currently being collected for the CLIENT by the IPMP. The COMPANY will merge this data into a usable format within ArcGIS Pro. Data will include at minimum Roadway Identification, Functional Classification, Surface Type, Surface Width, Curb and Gutter Status, estimated Average Daily Traffic (ADT), Pavement Distress Data collected by IPMP in 2023, and current Condition Rating. This information will then be aggregated and assessed alongside the CLIENT'S current methods, standards, and specifications.

2.4.3 Data Verification

The automated data collection will provide an analysis of certain characteristics of the roadway but is not sufficient on its own.

In addition to the IPMP data, the COMPANY will use its experienced field personnel to conduct limited visual field inspections, comprised of approximately 10% of the CLIENT's roadway system, to validate/verify the pavement condition analysis. This includes selective field verification, not a field survey of the entire roadway network.

2.4.4 Develop Existing Conditions Memo

The COMPANY will prepare a memorandum detailing the current pavement conditions for the CLIENT, using the most recent available IPMP data. This shall include descriptive statistics, a variety of high-resolution maps/graphics, and provide commentary on any unique conditions or failures exhibited by the IPMP data.

2.5 Pavement Rehabilitation and Reconstruction Treatment Strategies

2.5.1 Identify Preferred Rehabilitation Treatment Methods

The COMPANY will use its extensive municipal engineering expertise and research experience with Statewide Urban Design and Specifications (SUDAS) to review CLIENT standards and current maintenance practices in conjunction with other major literature regarding current best practices for pavement preservation and minor and major rehabilitation. From there, the COMPANY will offer suggestions regarding "best management practices" by creating a "toolbox" of treatment types and identify proper conditions for various treatment applications. A compiled list of the recommended treatments will be provided along with appropriate application strategies for the CLIENT to consider when making project treatment determinations.

2.5.2 Treatment Construction Cost

The COMPANY will provide opinions of estimated unit costs to construct each treatment included in the treatment selection. The CLIENT will provide several years of history of bid tabulations to assist in these calculations. These costs will not include design, engineering, or other administrative costs.

2.5.3 Treatment Factors

The COMPANY, along with the CLIENT, will assemble a list of any treatment related factors that may come into play in determining their feasibility. This list may include the CLIENT's experience with the use of the treatment, future maintenance requirements, local contractors' experience with the treatment, availability of needed equipment and materials, and competition among providers of materials.

2.5.4 Develop Condition Thresholds

The COMPANY will coordinate with CLIENT staff to determine the desired pavement condition thresholds for the various roadway classifications. These thresholds will represent the minimum desired pavement conditions at which a segment of pavement

becomes a candidate for improvement, subject to the optimization criteria used in dTIMS BA.

2.5.5 Pavement Performance Curves

The COMPANY, with input from CLIENT staff, will develop pavement performance curves to be used in the dTIMS BA analysis and in the application of the treatment methods.

2.6 Plan for Improvements

2.6.1 Scenario Modeling

The COMPANY will utilize the dTIMS BA software to develop a pavement performance model for the CLIENT and run various budget and target driven scenarios as determined with the Client. Sustainable rehabilitation/replacement schedules with annualized costs will be developed for the following scenarios:

- Maintaining three different levels of average PCI and one with different levels of average PCIs based on street functional classification
- With funding that stays the same as currently exists, which indicates the resulting future PCI
- With funding that decreases and the resulting future PCI
- With funding that increases and the resulting future PCI

Modeled scenarios will be performed for a minimum period of 15 years. The results of these testing scenarios will be used to inform final decision-making and help set priorities or goals for the Pavement Management Program. The COMPANY will recommend to the CLIENT a preferred strategy that best addresses the needs of the community using the priorities previously established.

2.6.2 Pavement Management Report

The COMPANY will develop a pavement management program report that summarizes the data collection and analysis, treatment strategies for minor and major rehabilitation and reconstruction, the prioritization of the improvements, and the recommended improvements. Report will include a map(s) showing condition rating of all the roadways of the CLIENT. Portions of this report will be formatted for use on the CLIENT's website and for electronic distribution to the public.

2.6.3 Develop 10-Year Capital Improvement Plan

The COMPANY, with assistance/input from CLIENT staff, will prepare a 10-year plan programming anticipated funds, as directed by the CLIENT. COMPANY will prepare magnitude of costs for design and construction of the recommended improvements. The initial task will not include preparation of detailed cost estimates. Goal of the COMPANY will be to stay within 10% of the annual revenue to be received in each fiscal year for ten (10) years. Funds will be programmed annually, and expenditures broken down by fiscal year. Plan will include programming of design fees and construction fees, likely in separate fiscal years.

3.0 Deliverables and Schedules Included in this Agreement

- Meeting Agendas and Minutes (this will also document policy goals and tracking metrics)
- Existing Program Evaluation Memo
- Existing Pavement Conditions Report
- City Council Presentation Power Point
- Pavement Management Program (10-Year CIP & Report)
- Report Maps in GIS shapefile format

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

Contract Approval	TBD
Start Date	Upon receipt of executed Contract
Kick-Off Meeting	Within 30 days of Start Date
Review Pavement Maintenance Standards	Within 2 months of Start Date
Existing Conditions Analysis	Within 4 months of Start Date
Develop Pavement Management Plan	Within 6 months of Start Date

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Public involvements activities
- Additional City Council updates beyond those listed above
- Preparation of a website, brochure, or other promotional materials
- Underground utility analysis
- GIS-based mapping portal or dashboards
- Field review of individual projects
- Design services of individual projects
- Field inspection of related infrastructure including storm or sanitary structures, traffic signals, and bridges.
- Life-cycle cost analysis (LCCA) of individual projects
- Development of Specifications and Construction Standards
- Updates to dTIMS BA data, including continuous updates and tracking of projects with the software
- Periodic updates to the 10-year plan

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Iowa Pavement Management Program (InTrans)

- Data Preparation
- dTIMS BA installation



6.0 Client Responsibilities

- Provide meeting room for face-to-face meetings
- Provide representative to participate in meetings, whether in-person or via webconference
- Provide available Geographic Information System (GIS) and/or hard copy street maps
- Provide available pavement thickness, type, and age data
- Provide recent street paving and rehabilitation construction contract information
- Provide dTIMS BA software from IPMP and access by COMPANY



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: identifiable reproduction costs applicable to the work will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$ 30,000.00

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, an additional written agreement or change order will be issued and signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, the AGREEMENT shall be considered terminated and neither party will have any further liability under the AGREEMENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

1. The COMPANY agrees to maintain, at COMPANY'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring COMPANY against claims for bodily injury, death or property damage arising out of COMPANY'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability at least as broad as CG 00 01; Products and Completed Operations Liability.

2. The COMPANY also agrees to maintain, at COMPANY'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by COMPANY under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The COMPANY agrees to maintain, at the COMPANY'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The COMPANY also agrees to maintain, at COMPANY'S expense, Professional Liability Insurance coverage insuring COMPANY against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this agreement during the period of COMPANY'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, COMPANY will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs, this reasonable amount not to exceed \$500.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Intentionally Omitted.

8.15 Intentionally Omitted.

8.16 Reuse of Documents

All project documents including, but not limited to, electronic files, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse by the CLIENT, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and

methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

CLIENT shall retain copies of the work performed by COMPANY for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, and expenses, arising out of the modification or reuse of these materials.

The CLIENT, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials after Client receives the sealed drawings shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard -copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Intentionally Omitted.

8.23 Intentionally Omitted.

8.24 Intentionally Omitted.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees,



shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed the available insurance proceeds of the applicable insurance policy or policies. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Intentionally Omitted.

8.27 Intentionally Omitted.

8.28 Intentionally Omitted.

8.29 Intentionally Omitted.

8.30 Intentionally Omitted.

8.31 Soliciting Employment

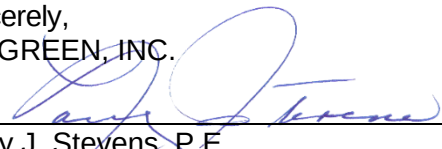
Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.32 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,
HR GREEN, INC.



Larry J. Stevens, P.E.

Approved by: _____

Printed/Typed Name: _____

Title: Vice President Date: X/XX/2025

CITY OF INDIANOLA, IOWA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH HR GREEN
FOR PAVEMENT MANAGEMENT PLAN AND AUTHORIZING SUBSCRIPTION
TO dTIMS SOFTWARE**

WHEREAS, the City of Indianola desires to develop a comprehensive pavement management plan to evaluate current pavement conditions and establish a long-term strategy for roadway maintenance, rehabilitation, and reconstruction; and

WHEREAS, HR Green has proposed to provide professional engineering services to assist in the development of a 10-year Pavement Capital Improvement Plan using existing GIS inventory and pavement condition data from the Iowa Pavement Management Program (IPMP), and;

WHEREAS, the cost of these engineering services is \$30,000 and will be funded through the City's Capital Projects Fund; and

WHEREAS, the project requires the use of dTIMS Business Analytics software provided through the IPMP, which entails a one-time setup cost of \$4,000 and an optional annual subscription cost of \$3,000 for continued use.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the professional services agreement with HR Green in the amount of \$30,000 is hereby approved, and the Mayor or their designee is authorized to execute said agreement.

BE IT FURTHER RESOLVED that the City Council approves the initial subscription to dTIMS Business Analytics software in the amount of \$4,000 and acknowledges that an annual renewal cost of \$3,000 will be required should the City choose to continue use of the software beyond the first year.

Passed and approved this 21st day of July 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: July 21, 2025
Subject: Resolution approving an amendment to an agreement with Snyder & Associates for the East Hillcrest Avenue Reconstruction Project.

Introduction: City staff has received an amendment to the engineering services agreement with Snyder & Associates for the East Hillcrest Avenue Reconstruction Project. This amendment reflects a necessary adjustment in professional services to meet the expanded requirements of the project and will increase the overall contract amount from \$693,338 to \$766,615, an increase of \$73,277.

Background: The East Hillcrest Avenue Reconstruction Project has progressed through design and construction under an agreement with Snyder & Associates. At the time of the original scope and fee negotiation, the project was scheduled to take approximately 210 working days. However, during the Iowa DOT letting process, the project was assigned 260 working days. The change in duration, combined with environmental, staking, and utility requirements, led to a need for additional services. Snyder & Associates has also helped reduce project costs where possible, including approximately \$50,000 in construction cost savings through field investigations and design revisions.

Discussion: The amendment addresses several categories of added work. First, a Phase I Cultural Resource Assessment and a joint 404 Wetland Permit were completed in response to Iowa DOT and federal environmental requirements. Although environmental documentation was not originally anticipated due to the STBG-SWAP funding process being relatively new, these services were ultimately required. The archaeological survey cost \$4,300, and the wetland permit documentation was completed for \$1,700. No mitigation was required, and Iowa DOT approved the project certificate allowing the project to proceed without delay.

Second, Subsurface Utility Engineering was performed to avoid conflicts and ensure utility protection. This included depth verification of the IMU water main and utility profiles for MidAmerican, Verizon, MCI, and New Com Tech. The additional locates allowed for design adjustments that eliminated an estimated \$50,000 of unnecessary water main relocation. The cost of these utility locate services was \$6,755.

Third, the additional working days significantly impacted construction phase services. The project timeline grew from the anticipated 210 working days to 260, extending the construction period by approximately nine months. This additional effort required 450 more staff hours, valued at \$55,900. The longer timeline allowed for improved access and mobility for residents and businesses during construction.

Lastly, added construction staking was required due to the project's extended duration and field conditions. Utility activity and phasing adjustments required 46.25 more hours of survey services, totaling \$4,622.

Budget Impact: The proposed amendment increases the total contract amount with Snyder & Associates from \$693,338 to \$766,615, an increase of \$73,277. The additional costs are primarily due to expanded construction administration and staking services needed to support the Iowa DOT's assigned 260 working days, which exceeded the original estimate of 210 working days. The scope also includes archaeological survey work, wetland permit assistance, and Subsurface Utility Engineering (SUE) that helped avoid estimated utility relocation costs of \$50,000.

The proposed amendment falls within the available funding for the project and is fully covered by the project budget. However, funds may need to be rolled over from the last fiscal year to the current fiscal year to account for the timing of expenses.

Recommendation: Staff recommends approval of this amendment to the agreement with Snyder & Associates in the amount of \$73,277. The additional services provided are necessary and reasonable in light of project changes and regulatory requirements. Snyder & Associates has demonstrated diligence in adapting to changing conditions, and the amendment ensures the project remains on track to completion while protecting the City's infrastructure and interests.

Attachments:

1. Resolution Snyder Hillcrest Amendment
2. Memo_2025-07-16_AdditionalServices
3. Amend4_SuppAgmt28_Current_Hillcrest-Ave-Improvements

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH
SNYDER & ASSOCIATES FOR THE EAST HILLCREST AVENUE
RECONSTRUCTION PROJECT**

WHEREAS, the City of Indianola previously entered into an agreement with Snyder & Associates for professional engineering services related to the East Hillcrest Avenue Reconstruction Project; and

WHEREAS, on May 17, 2021, the City Council of the City of Indianola, Iowa, authorized a Professional Services Agreement, Supplemental Agreement No. 28, with Snyder & Associates, Inc. for a contract amount of \$598,850, by Resolution No. 2021-124, for the East Hillcrest Avenue Reconstruction Project; and

WHEREAS, on December 6, 2021, the City Council of the City of Indianola, Iowa, authorized Amendment No. 1 to the Professional Services Agreement, Supplemental Agreement No. 28, for the aforementioned project in the amount of \$2,400, bringing the total contract amount to \$601,250; and

WHEREAS, on July 18, 2022, the City Council of the City of Indianola, Iowa, authorized Amendment No. 2 to the Professional Services Agreement, Supplemental Agreement No. 28, for the aforementioned project in the amount of \$56,588, bringing the total contract amount to \$657,838; and

WHEREAS, on August 21, 2023, the City Council of the City of Indianola, Iowa, authorized Amendment No. 3 to the Professional Services Agreement, Supplemental Agreement No. 28, for the aforementioned project in the amount of \$35,500, bringing the total contract amount to \$693,338; and

WHEREAS, additional services became necessary due to expanded environmental documentation requirements, utility coordination, construction staking, and an extended construction timeline determined by the Iowa DOT; and

WHEREAS, Snyder & Associates has submitted a Amendment No. 4 in the amount of \$73,277 to cover these additional services, increasing the total agreement from \$693,338 to \$766,615; and

WHEREAS, Amendment No. 4 reflects appropriate adjustments in scope and effort, and the consultant's work has contributed to cost savings and improved project outcomes; and

WHEREAS, the Council finds that the proposed amendment to the agreement with Snyder and Associates, Inc. should be approved, and the Mayor authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the amendment to the agreement with Snyder & Associates in the amount of \$73,277 is hereby approved and the Mayor is authorized to execute the necessary documents on behalf of the City.

Passed and approved this 21st day of July 2024.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Memorandum

To: Aklish Pal

Date: July 16, 2025

From: David Moeller, P.E.

CC:

RE: Hillcrest Additional Services

Per your request, the following is more background information, and a detailed description of the additional work accomplished during the East Hillcrest Avenue Paving project as included in the proposed amendment under consideration. Consistent with the Exhibit A work description listed in the project agreement Supplemental Agreement 28 dated May 17, 2021, we have broken out the work in three categories.:

- Additional Services- work that is anticipated but not always included in a project;
- Extra Services- rework that is typically a result of findings or discoveries in the project development process;
- Construction Phase Services- which are estimated but driven by duration and contractor performance.

ADDITIONAL SERVICES

Several of the additional and extra work items were anticipated as potential services and specifically identified in Article II, B. ADDITIONAL SERVICES and Article II, E. EXTRA SERVICES in the project agreement Supplemental Agreement 28, dated May 17, 2021.

Please recall this project was funded with federal aid through CIRTPA using the STBG-SWAP funding program and did not appear to require environmental documentation at the time of scoping, however, since STBG-SWAP funding was new and the requirements were not fully documented, the additional work was identified as a possibility. Upon review by Iowa DOT and a change in view of Waters of the U.S., the project required additional environmental documentation, including a Phase I Cultural Resource Assessment and a nationwide US Corps of Engineers 404, joint wetland permit. The documents were received by Iowa DOT, no mitigation or further work was required, and the project certificate was approved by Iowa DOT and the project

was able to proceed to letting. This work was completed for \$4,300 for the phase 1 Archeology and \$1,700 for the Wetland permit.

EXTRA SERVICES

The anticipated EXTRA SERVICES performed included Quality Level A or B Subsurface Utility Engineering Surveys. At the concept phase it is difficult to identify conflicts prior to completion of the design of storm sewer and other underground improvements. Often, private utilities relocate facilities before or during the project, as was the case for this project.

During the construction phase, Snyder & Associates conducted extensive Subsurface Utility Engineer work to the benefit of the project.

Snyder & Associates performed field investigations including depth probing and verification for Quality Level B for IMU water main that appeared to be in conflict with improvements based on available record drawings. The actual depth was assessed early in construction, redesign adjustments were made and approximately 150 linear feet of water main relocation was eliminated from the project saving over \$50,000.

Snyder & Associates provided utility profiles (Quality Level B) for MidAmerican Energy Gas mains, Verizon Communications cable, MCI communication facilities, and New Com Tech communications to avoid future conflicts and to protect and preserve maintenance access to both City and IMU utility facilities. The fee adjustment for this work effort is \$6,755.

CONSTRUCTION PHASE SERVICES

It is difficult to predict at the project onset, three years prior to the start of construction, how the projects will be phased and how many working days it will take to construct the yet to be designed improvements. The following is a detailed description of the additional scope of work as identified in Article II, D. CONSTRUCTION PHASE SERVICES in the Supplemental Agreement 28, dated May 17, 2021.

Construction Services as described were estimated for the project based on the anticipated Schedule in Article IV. Schedule E, specifically a construction period from March 2023 to August 2024 approximately 210 working days. When the project is submitted to Iowa DOT for the letting process, the office of contracts determines a working day duration for each project. Iowa DOT

assigned 260 working days for this project and the construction phase extended from May 2023 to May 2025. The increased duration, with more stages & phases, facilitated better access and mobility for local residents.

The additional 50 working days and project and 9 months duration resulted in 450 additional hours work totaling \$55,900.

Amendment No. 3 included an estimate for construction survey services. Due to days in construction stages and utility activity that required re-staking of improvements, 46.25 hours of added effort was required, totaling \$4,622.00.

It may also be important to note in 2020, during the contract negotiation stage of this project, the desired approach by City staff was to scope the project with realistic expectations but not to include in the fee estimate any contingencies or anticipated, but unknown, situations similar to those discussed above. We recognize there has been staff and leadership change at the City and we work as an extension of City staff and look forward to preparing work scopes and fee estimates consistent with the desires and management style of current leadership.

Please call if you would like to discuss further.

Project No.: 121.0558.01

**Amendment No. 4
to
Supplemental Agreement No. 28
A Supplement to the
City of Indianola, IA & Snyder & Associates, Inc.
PROFESSIONAL Services Agreement**

Snyder & Associates, Inc. (Service Provider) agrees to provide to City of Indianola (City) the PROFESSIONAL services described below for the Project identified below. The PROFESSIONAL services shall be performed in accordance with and shall be subject to the terms and conditions of the "PROFESSIONAL Services Agreement" executed by and between City and Service Provider on the 17th day of October, 2016.

PROJECT NAME:

East Hillcrest Avenue Reconstruction – North 4th Street to North 14th Street

PROJECT DESCRIPTION:

See Supplemental Agreement No. 28, including Amendments 1, 2 and 3 and specific information provided in Exhibit 'A' of this Amendment.

SCOPE OF WORK:

Work under this Amendment includes Additional Services, Construction Services, and Extra Services identified in Supplemental 28.

SCHEDULE:

Snyder & Associates, Inc. has completed the work prior to final acceptance of the project in 2025.

COMPENSATION:

Snyder & Associates, Inc. will provide the above services at a lump sum fee of \$73,277.

Consultant has proceeded with the Work under verbal authorization and concluded upon both parties executing this Work Order.

CITY OF INDIANOLA

By:

(Authorized signature)

(Title)

Date:

SNYDER & ASSOCIATES, INC.

By:

 Digitally signed by David N. Moeller, P.E.
Date: 2025.07.17 09:05:37-05'00'

(Authorized signature)

President
(Title)

Date:

6/11/2022

EXHIBIT ‘A’

**EAST HILLCREST AVENUE RECONSTRUCTION
NORTH 4TH STREET TO NORTH 14TH STREET
FOR
CITY OF INDIANOLA, IOWA**

**SCOPE OF WORK
June 5, 2023**

B. ADDITIONAL SERVICES

The following is a detailed description of the additional scope of work as identified in Article II, B. Additional Services in Supplemental Agreement 28, dated May 17, 2021.

Note: add the following section as 6c under “B. ADDITIONAL SERVICES”:

6. Cultural Resources Assessment.
 - c. Phase I Intensive Archaeological Survey
 1. Wapsi Valley Archaeology, Inc. will conduct pedestrian survey/surface reconnaissance and subsurface testing as judged appropriate in the area recommended for Phase I testing. Following completion of the field investigations, a report will be prepared on the results of the archaeological research. The report will present findings, conclusions, recommendations, detailed maps, and photographs. In addition, site forms will be completed and appended to the report. An electronic copy of the final report was submitted upon completion .
 2. The cost for this work is \$4,300.

Note: add the following section as 7 under “B. ADDITIONAL SERVICES”:

7. 404 Permitting
 - a. The PROFESSIONAL will submit a 404 joint permit application to the USACE on the CLIENT’S behalf. The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, The PROFESSIONAL will respond to inquiries from USACE. This task assumes that a Nationwide Permit (NWP) was obtained from the USACE.
 - b. The cost for this work is \$1,700.

D. CONSTRUCTION PHASE SERVICES

The following is a detailed description of the additional scope of work as identified in Article II, D. CONSTRUCTION PHASE SERVICES in the Supplemental Agreement 28, dated May 17, 2021.

Construction Services as described were provided for the project based on the anticipated Schedule in Article IV. Schedule E specifically a construction period from March 2023 to August 2024 and 210 working days. Iowa DOT assigned 260 working days for the project and the construction phase extended from May 2023 to May 2025. The increased duration facilitated better access and mobility for local residents.

The additional 50 working days and project and 9 months duration resulted in 400 additional hours of labor at Technician VII @ \$118.00/hr. and 50 additional hours of Engineer VII at \$174/hr totaling \$55,900.

Amendment No. 3 included an estimate for construction survey services. Due to days in construction stages and utility activity that required restaking of improvements, 46.25 hours of added effort was required at an average rate of \$99.93/hr. or \$4,622.00.

E. EXTRA SERVICES

The following is a detailed description of the additional scope of work identified in Article II, E. EXTRA SERVICES No. 5 Quality Level A or B Subsurface Utility Engineering Surveys.

During the construction phase Snyder & Associates conducted extensive Subsurface Utility Engineer work to the benefit of the project.

Snyder & Associates performed field investigations including depth probing and verification for Quality Level B for IMU water main that appeared to be in conflict with improvements based on available recerts. The actual depth was assessed early in construction, adjustments were made and approximately 150 linear feet of water main relocation was eliminated from the project saving over \$50,000.

Snyder & Associates provided utility profiles (Quality Level B) for MidAmerican Energy Gas mains, Verizon Communication cable, MCI communication facilities, and New Com Tech communications to avoid future conflicts and present maintenance access to City and IMU utility facilities.

Additional effort is summarized below.

Engineer VIII	\$174	21 hours	\$3,654.50
Engineer II	\$112	7.5 hours	\$840.00
Technician V	\$88	19.5 hours	\$1,716.00
Technician VII	\$109	5 hours	\$545.00
Total		53 hours	\$6,755.00



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: July 21, 2025
Subject: Resolution amending and correcting Resolution Number 2025-103 to correct an error on the calculation of Fiscal Year 26 salaries.

Recommendation: After Council approval of Resolution 2025-103, an error was found on the spreadsheet used to create the salary information used for FY26. Staff recommends Council approve a resolution correcting the error.

Roll call is in order.

Attachments:

1. Res 2025- Amend Res 2025-103_Correct FY26 Salaries
2. Updated_ 7.16.25 RES 2025-103 FY Salaries

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION AMENDING AND CORRECTING RESOLUTION NO. 2025-103 TO CORRECT
AN ERROR ON THE CALCULATION OF FISCAL YEAR 26 SALARIES**

WHEREAS, on June 16, 2025, the City Council of the City of Indianola, Iowa, approved the Fiscal Year 26 salaries, by Resolution No. 2025-103; and

WHEREAS, Resolution No. 2025-103 erroneously misstated the FY26 salaries for some employees due to a formula error in the spreadsheet used to create the data; and

WHEREAS, the Council finds that Resolution No. 2025-103 should be amended with the correct salaries for FY26 as stated in the attached document.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that Resolution No. 2025-103 should be amended and corrected with the salaries as attached to this resolution.

PASSED AND APPROVED this 21st day of July 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Name	Position	Longevity	Hourly/Salary
Caleb Adams-Brown	7-C		\$92,073.885
Jasmin Alexander	2-B		\$25.685
Christopher Allen	5-B		\$71,625.258
Pat Allsup	6-D	\$400.00	\$85,785.110
Matt Anders	R23-4	\$400.00	\$78,055.753
Michael Babcock	PO1		\$77,239.478
Nyan Baker	PO1		\$77,239.478
Nathaniel Belvo	5-B		\$71,625.258
Roger Berry	3-B		\$28.254
Tanner Bishop	5-D		\$76,578.574
Tara Bosteder	2-B		\$53,425.397
Afton Bradley	4-E		\$71,465.222
Alison Brown	4-E	\$250.00	\$71,715.222
Nicole Brown	PO5	\$250.00	\$99,821.410
Tammy Bruce	R14-5	\$350.00	\$52,347.947
Angie Buchanan	6-D	\$300.00	\$85,685.110
Michele Burkhart-Patrick	9-F		\$138,247.008
Mark Butcher	5-F		\$81,874.438
Doug Bylund	10-E		\$140,386.227
Katelyn Byrd	R14-5		\$51,997.947
Michael Chia	PO5	\$250.00	\$95,079.913
Marty Chittenden	6-D	\$400.00	\$85,785.110
Joe Colby	5-D		\$76,578.574
Robert Collier	3-B		\$28.254
Janis Comer	4-E	\$250.00	\$71,715.222
Nicole Cormeny	R14-2		\$44,918.533
Candace Cronbaugh	1-E		\$20.282
Garry Cunningham	R22+-3	\$400.00	\$73,081.989
Clayton Dale	PO1		\$77,239.478
Marlene Davis	R1-1.5		\$17.141
Brandon De Cook	4-E		\$71,465.222
Rachelle Denning	R14-5	\$250.00	\$52,247.947
Wrye Downs	2-B		\$25.685
Benjamin Dressler	R21-4		\$69,920.177
Kayla Duver	3-B		\$28.254
Mitchell Duver	3-B		\$28.254
Erik Elwell	R21-4	\$250.00	\$70,170.177
Taylor Engelmann	2-B		\$25.685
Kevin Fallis	3-B		\$28.254
Gerrit Foreman	8-A		\$96,021.892
Nicole Frost	5-A0		\$65,971.500
Caleb Fullerton	PO2		\$81,249.263
Ben Graham	5-A0		\$65,971.500

Name	Position	Longevity	Hourly/Salary
Robert Greener	2-B		\$25.685
Jay R Hackett	PO5	\$300.00	\$95,129.913
Anthony Hair	R21-3		\$66,590.192
Mike Hamner	R21-4		\$69,920.177
Anna Harms	1-C		\$18.970
Norman Hart	R24+-4	\$400.00	\$84,311.976
Rob Hawkins	9-G		\$142,947.406
Kelly Heinkel	R19-4	\$300.00	\$63,646.002
Justin Helgens	5-A		\$69,270.075
Blake Henry	R21+-2	\$250.00	\$64,959.297
Tyrel Herrick	R25+-4	\$350.00	\$88,389.624
Cassandra Hofer	3-D	\$250.00	\$63,082.092
Jason Holder	10-F		\$145,159.359
Robbie Hurley	PO2		\$81,249.263
Aaron Hurt	11-A		\$128,953.058
China Johnson	1-B		\$18.347
Nick Johnston	5-B		\$71,625.258
Allyson Karsjens	3-B		\$28.254
Jared Keenan	9-B		\$120,941.009
Cody Kent	R21-2.5		\$65,005.037
Kathy Kester	5-E	\$350.00	\$79,532.245
Jadra King	2-B		\$25.685
Jacob Kotlarski	1-B		\$18.347
Rick Largesse	8-I	\$400.00	\$125,868.461
Rose Ligas	1-C		\$18.970
Tim Little	7-E		\$98,441.347
Noel Lloyd	2-B		\$25.685
Sean Lunde	3-B		\$28.254
Chris Marsh	PO5	\$400.00	\$95,229.913
Ross Marshall	PO5	\$250.00	\$95,079.913
David McCurdy	3-B		\$28.254
Kelsey McFarland	2-C	\$0.15	\$26.709
Chris McIntyre	3-B		\$28.254
Brad Metcalf	7-G	\$400.00	\$110,911.620
William Mettee	7-C.5		\$93,639.141
Kevin Michels	4-D		\$69,115.301
Jamie Michelsen	R18-3		\$57,355.436
Timothy Myers	R25+-2		\$79,974.590
Theodore Neller	8-B		\$99,286.637
Treyton Nixon	PO4		\$90,087.516
Tanner Ortlund	PO5	\$250.00	\$95,079.913
Akhilesh Pal	11-F		\$152,417.326
Matthew Palen	2-B		\$25.690

Name	Position	Longevity	Hourly/Salary
Aaron Payette	8-B		\$99,286.637
Nico Pelkey	PO1		\$77,239.478
Jackie Raffety	9-A		\$116,964.230
Micah Rice	5-A		\$69,270.075
Jody Ross	2-E		\$59,062.167
Sean-Michael Royer	2-B		\$25.685
James Sauter	5-A		\$69,270.075
John Schumacher	PO3		\$85,583.756
Chris Settles	3-B		\$28.254
Brian Sher	11-H		\$162,957.899
Courtney Silliman	9-C		\$125,053.003
Connor Skultety	R19-4		\$63,346.002
Michelle Snyder	R14-5		\$51,997.947
Tye Sparks	7-G		\$105,249.157
Joseph Tegels	PO1		\$77,239.478
Josh Temple	PO5	\$250.00	\$95,079.913
Devin Thomas	7-F	\$250.00	\$102,038.353
Jason Thompson	5-D		\$76,578.574
MyLisa Thompson	4-D	\$300.00	\$69,415.301
Austin Van Wyk	8-A		\$96,021.892
Tracy Van Zante	5-D		\$76,578.574
Stacey Vannoni	5-D		\$76,578.574
Michael Visser	4-D		\$69,115.301
Michael Wadle	1-A.5		\$18.045
Sandra Wadle	R1-5		\$20.308
Ryan Waldkirch	3-B		\$28.254
Eric Wallace	8-D		\$106,152.903
Rebekah Ward	1-D		\$19.615
Wyatt Watkins	R21-3		\$66,590.192
Jacy West	4-D		\$69,115.301
Thad White	8-D		\$106,152.903
Lisa Wilson	3-I		\$74,265.005
Trinton Wirth	R23-3	\$250.00	\$74,209.748
Tiegen Wood	R22+-2		\$69,362.964
Aaron Young	6-E		\$88,288.204

Name	Title	Hourly Rate
Alvarez, Susann	MEMBER SERVICES	\$12.980
Anthofer, Laura	WC LIFEGUARD	\$12.440
Bailey, Kristin	GROUP EXERCISE INSTRUCTOR	\$20.600
Banks, Shannon	WC LIFEGUARD	\$17.510
Barnard, Jana	GROUP EXERCISE INSTRUCTOR	\$12.980
	MEMBER SERVICES	\$14.610
	WATER EXERCISE INSTRUCTOR	\$12.980
Bierkamp, Annette	WATER EXERCISE INSTRUCTOR	\$11.710
Bird, Alannah	WC LIFEGUARD	\$11.900
Bura, Donna	GROUP EXERCISE INSTRUCTOR	\$27.310
Carlstrom, Rebecca	PERSONAL TRAINER	\$22.660
Chandler - Height, Tramelle	GROUP EXERCISE INSTRUCTOR	\$14.100
Chapman, Melissa	ASSISTANT SWIM COACH	\$17.510
Chilton, Kally	GROUP EXERCISE INSTRUCTOR	\$14.010
Cortez, Nadya	WC LIFEGUARD	\$12.100
Cowan, Amanda	LEARN & PLAY CENTER STAFF	\$12.980
Cunningham, LeAnna	WC LIFEGUARD	\$11.900
	WC SWIM INSTRUCTOR CERTIFIED	\$13.520
Cunningham, Makayla	WC LIFEGUARD	\$11.330
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$11.330
Cutts, Gracie	LEARN & PLAY CENTER STAFF	\$12.980
Dale, Shelby	LEARN & PLAY CENTER STAFF	\$12.980
Darling, Misty	GROUP EXERCISE INSTRUCTOR	\$14.060
Dillon, Kori	WC LIFEGUARD	\$12.440
	WC SWIM INSTRUCTOR CERTIFIED	\$13.520
Dostal, Bailey	MEMBER SERVICES	\$11.900
Dostal, Laura	Learn and Play Coordinator	\$18.390
Edgington, Aubrey	WC LIFEGUARD	\$12.980
	WC SWIM INSTRUCTOR CERTIFIED	\$13.520
Eginoire, Addyson	LEARN & PLAY CENTER STAFF	\$11.900
Eginoire, Jacklyn	WC LIFEGUARD	\$12.440
	WC SWIM INSTRUCTOR CERTIFIED	\$14.060
Erickson, Kimberly	GROUP EXERCISE INSTRUCTOR	\$14.370
Estes, Brian	MEMBER SERVICES	\$12.160
Fox, Bob	PERSONAL TRAINER	\$20.550
Friest, Kimberly	GROUP EXERCISE INSTRUCTOR	\$23.720
	PERSONAL TRAINER	\$24.290
Garcia, Cassandra	AQUATICS DIRECTOR	\$26.300
Goode, Tricia	MEMBER SERVICES	\$12.440

Name	Title	Hourly Rate
Gorsh, Angela	LEARN & PLAY CENTER STAFF	\$12.980
Grimsley, Reagan	WC LIFEGUARD	\$12.160
Hart, Chloey	WC LIFEGUARD	\$11.900
	WC SWIM INSTRUCTOR CERTIFIED	\$13.650
Hoger, Lilly	WC LIFEGUARD	\$11.590
Hoger, Paige	WC LIFEGUARD	\$11.590
Hoger, Taylor	WC LIFEGUARD	\$12.360
Immel, Evan	WC LIFEGUARD	\$11.900
Jenkins, Justin	GROUP EXERCISE INSTRUCTOR	\$15.690
Joachims, Tonia	MEMBER SERVICES	\$11.850
Johnson, Debra	GROUP EXERCISE INSTRUCTOR	\$22.440
	MEMBER SERVICE SPECIALIST	\$13.790
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$13.390
Johnson, Isaac	WC LIFEGUARD	\$11.900
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$11.850
Johnston, Kaden	WC LIFEGUARD	\$11.330
Jones, Aidan	WC LIFEGUARD	\$11.590
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$11.850
Jordan, Beth	GROUP EXERCISE INSTRUCTOR	\$23.790
Kappelman, Lindsay	LEARN & PLAY CENTER STAFF	\$12.980
	MEMBER SERVICES	\$12.980
Kuhl, Lyssa	GROUP EXERCISE INSTRUCTOR	\$13.520
	MEMBER SERVICES	\$12.710
Kurtz, Larissa	GROUP EXERCISE INSTRUCTOR	\$14.010
Lathrop, Susan	GROUP EXERCISE INSTRUCTOR	\$20.600
Lawyer, Steven	GROUP EXERCISE INSTRUCTOR	\$13.430
Marean, Denise	LEARN & PLAY CENTER STAFF	\$12.710
Massey, Sawyer	WC LIFEGUARD	\$11.900
	WC SWIM INSTRUCTOR CERTIFIED	\$13.390
McCoy, Conner	WC LIFEGUARD	\$12.440
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$11.330
McIntyre, Katie	GROUP EXERCISE INSTRUCTOR	\$13.520
McKasson, Erica	GROUP EXERCISE INSTRUCTOR	\$12.980
McKasson, Korey	MEMBER SERVICE SPECIALIST	\$14.060
Merfeld, Elaina	WC LIFEGUARD	\$11.900
Miller, Christina	LEARN & PLAY CENTER STAFF	\$14.060
Moen, Leora	WATER EXERCISE INSTRUCTOR	\$11.900
Moffitt, Katelyn	WC LIFEGUARD	\$11.590
Mozak, Emmalynee	CERTIFIED SWIM INSTRUCTOR	\$13.390

Nehring, Joyce	GROUP EXERCISE INSTRUCTOR	\$22.710
Olds, Christopher	WC LIFEGUARD	\$13.520

Name	Title	Hourly Rate
Ostrander, Aiden	WC LIFEGUARD	\$11.900
Owens, Ryan	LEARN & PLAY CENTER STAFF	\$12.360
Oxford, DyAnn	MEMBER SERVICES	\$15.940
Paugh, Brooks	WC LIFEGUARD	\$11.900
Pfeifer, Holly	GROUP EXERCISE INSTRUCTOR	\$12.980
Phillips, Thomas	WC LIFEGUARD	\$11.330
Prall, Bradyn	WC LIFEGUARD	\$11.330
	CERTIFIED SWIM INSTRUCTOR	\$12.880
Riedmann, Jacob	WC LIFEGUARD	\$11.900
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$11.330
Robbins, Reed	WC LIFEGUARD	\$11.590
	WC SWIM INSTRUCTOR CERTIFIED	\$13.650
Sallee, Sharon	GROUP EXERCISE INSTRUCTOR	\$26.420
Saltz, Tracee	GROUP EXERCISE INSTRUCTOR	\$14.940
	MEMBER SERVICES	\$15.410
Saltz, Tracee	WATER EXERCISE INSTRUCTOR	\$14.940
Sarlat-Aldridge, Jan	GROUP EXERCISE INSTRUCTOR	\$12.880
	WATER EXERCISE INSTRUCTOR	\$12.980
Schettler, Gloria	MEMBER SERVICES	\$11.900
Sinclair, Adriane	WC LIFEGUARD	\$11.900
Sinclair, Gabriel	WC LIFEGUARD	\$11.900
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$11.330
Smith, Katelyn	HEAD SWIM TEAM COACH	\$18.930
Smith, Lester	GROUP EXERCISE INSTRUCTOR	\$22.440
Soethout, Stacy	GROUP EXERCISE INSTRUCTOR	\$14.210
Sokol, Lindsay	LEARN & PLAY CENTER STAFF	\$12.980
Spurgeon, Dru	WC LIFEGUARD	\$11.900
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$11.330
Storm, Kaisen	WC LIFEGUARD	\$12.440
Stufflebeem, Therrill	WC LIFEGUARD	\$14.060
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$12.980
Thomas, Diane M	MEMBERSHIP DIRECTOR	\$26.300
Thomas, Taylor	MEMBER SERVICE SPECIALIST	\$13.790
	SWIM TEAM OFFICE MANAGER	\$13.790
Thompson, Lillian	LEARN & PLAY CENTER STAFF	\$12.360
Thompson, Melissa	LEARN & PLAY CENTER STAFF	\$12.980
Torrence, Ryan	WC LIFEGUARD	\$11.900
Ubben, Kimberly	GROUP EXERCISE COORDINATOR	\$23.790
Walljasper, Max	WC LIFEGUARD	\$11.900
Warren, Kristy	GROUP EXERCISE INSTRUCTOR	\$21.370

Name	Title	Hourly Rate
Werling, Hayden	GROUP EXERCISE INSTRUCTOR	\$13.520
	WC LIFEGUARD	\$11.330
	WC SWIM INSTRUCTOR-NON CERTIFIED	\$12.100
Wetzler, Jaclyn	MEMBER SERVICES	\$11.900
Williams, Delanie	WC LIFEGUARD	\$12.440
Wood, Trudie	MEMBER SERVICES	\$11.900



MEMORANDUM

To: Mayor and City Council
From: Sustainability Committee
Date: July 21, 2025
Subject: Resolution approving a letter of support for an Energy Efficiency and Conservation Block Grant for electric vehicle charging stations.

Introduction: Over the last several years, the City of Indianola has invested in revitalizing the downtown square through the Streetscape Project. As part of that revitalization, the City laid conduit and ensured that two of the parking lots each had four spaces that were electric vehicle (EV) charger ready, meaning that when the city was ready, they would be able to install EV charging stations.

Background:

Discussion: The Iowa Economic Development Authority (IEDA), through the Energy Office has \$400,000 left over from a previous round of grants from the Energy Efficiency and Conservation Block Grant (EECBG). These funds are to be used for installing EV chargers or otherwise doing energy efficiency upgrades. The grant prioritizes communities that want to do these projects as part of a downtown revitalization, which Indianola would qualify.

The Indianola Sustainability Committee has been working with the City and IMU on this grant. If approved, the grant would be a reimbursement grant, meaning the city would have to spend the money upfront and then be reimbursed by IEDA for the expenses. The grant would cover the cost of the charging stations, transformers, internet or cellular connections, any maintenance agreement, labor, etc. The grant is due on August 1, 2025.

We are proposing to install two dual port level 2 chargers – one in the south parking lot in the 100 block of West 1st Avenue and one in the west parking lot in the 100 block of N B Street. We have secured a \$500 donation from both DeYarman Ford and Gregg Young to support the project.

Budget Impact:

Recommendation: We are asking the City Council to approve submitting the grant to purchase and install two dual port level 2 charging stations.

Attachments: 1. Res 2025- Supporting Sustainability Committee Grant App

City of Indianola
RESOLUTION NO 2025-

**RESOLUTION APPROVING A LETTER OF SUPPORT FOR AN ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT FOR EV CHARGING STATIONS**

WHEREAS, the Square Reconstruction Project, “Streetscape” included the addition of parking lot spaces that are electric vehicle charger ready; and

WHEREAS, the Indianola Sustainability Committee has identified an Energy Efficiency and Conservation Block Grant opportunity through the Iowa Economic Development Authority to assist with the installation of EV charging stations; and

WHEREAS, the Sustainability Committee will work with the City of Indianola’s Clerk/Finance department to complete the application; and

WHEREAS, if awarded the grant, the City of Indianola will be reimbursed for the expenses related to installation and be responsible for the monthly electric utility costs.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Indianola does hereby support the Indianola Sustainability Committee’s application to the Iowa Economic Development Authority for an Energy Efficiency and Conservation Block Grant.

APPROVED THIS 21st day of July 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Resolution setting date and time for annual Trick-or-Treat night in the City of Indianola.

Recommendation: Many cities in the metro area, including Cumming, Des Moines, Urbandale, and Waukee have moved Beggar's Night on October 30 to the 31st. Staff is recommending that the City of Indianola set an official date and time for the community to participate in trick-or-treating on October 31st. It is also recommended to give the Chief of Police the authority to move the date and time in the case of inclement weather or other adverse events.

Attachments: 1. Res 2025- ToT Oct 31

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION SETTING DATE AND TIME FOR ANNUAL TRICK-OR-TREAT NIGHT
IN THE CITY OF INDIANOLA**

WHEREAS, the City of Indianola historically holds Beggar's Night on October 30th each year in line with regional practices across central Iowa; and

WHEREAS, several municipalities within the Des Moines metro area have officially moved Beggars' Night to October 31 in aligning with the observance of Halloween; and

WHEREAS, establishing a designated date and time for Trick-or-Treat promotes safety, community engagement, and a shared experience among residents; and

WHEREAS, the City Council seeks to provide clarity by setting October 31 as the annual date for this community tradition; and

WHEREAS, occasions, like severe weather, may arise where Trick-or-Treating needs to be moved to another night for the safety of the public.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Indianola as follows:

1. Trick-or-Treat Night will be held annually on October 31 from 6 PM – 8 PM.
2. The Chief of Police is authorized to move the Trick-or-Treating event to a different day if needed for the safety of the public.
3. Residents distributing goodies shall turn on an exterior light indicating that Trick-or-Treaters are welcome.
4. That public notice of this change shall be provided through the City's website, social media platforms, and other communication channels as appropriate.

Approved this 21st day of July 2025.

Steve Richardson, Mayor

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: July 21, 2025
Subject: Approval of the appointment of Jacob Meshke as an alternate representative to the South Central Iowa Landfill Board.

Introduction: Council Members Armstrong and Sones are the City of Indianola's representatives on the South Central Iowa Landfill Board.

Background: The Intergovernmental Agreement creating the South Central Iowa Landfill Agency states the board membership shall consist of two representatives from the City of Indianola. The Indianola City Council appoints the members and dictates the terms.

Discussion: There may be an occasion where the current members are unable to attend a meeting. The council is asked to consider an alternate for such situations.

Budget Impact:

Recommendation: Appoint City Manager Jacob Meshke as an alternate representative to the South Central Iowa Landfill Board.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: July 21, 2025
Subject: Approval of Urban Revitalization Designations

Introduction: Approving the designation will authorize a tax abatement for the property.

Background:

Discussion: The following comprise a list of final Urban Revitalization Designations for rehab/additional residential construction.

Address	Titleholder or Contract Buyer	Estimated Cost of Improvements
404 South B St	Sereg, Marcus	\$82,890

Budget Impact:

Recommendation: The application is in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: July 21, 2025
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025- Approving salaries 0721

City of Indianola
RESOLUTION NO. 2025-

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, IOWA:

Annabel Brenizer to Part-Time EMT, \$24.93/hour, effective July 21, 2025; and

Norberto Leyva to Full-Time Water Resource Recovery Operator Grade II, \$66,043.95/year, effective July 21, 2025; and

Nicole Cormeny, Full-Time Police Clerical, to Grade R14-3, \$47,163.40/year, effective July 27, 2025; and

Cassandra Garcia, Full-Time IWC, to Aquatics Coordinator, \$69,270.08/year, effective July 27, 2025; and

Diane Thomas, Full-Time IWC, to Operations Coordinator, \$62,519.08/year, effective July 27, 2025; and

Kimberly Ubben, Part-Time Benefitted IWC, to Group Exercise/Wellness Coordinator, \$30.057/hour, effective July 27, 2025.

BE IT FURTHER RESOLVED that the city staff is hereby authorized to execute the resolution to issue payroll checks and make all required supporting payroll payments as required per the personnel manual or required by law.

Passed and approved this 21st day of July 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Resolution approving final plat for Pickard Commerce Park Plat 1.

Recommendation: Roll call is in order.

Attachments:

1. Staff Report_Pickard Commerce Park Plat 1_FP_061025
2. PickardCommerceParkPlat1_FPLT_2025-07-11
3. Ord 1731 Pickard REZONING_2103 E 2nd
4. RES_Pickard Commerce Park Plat 1_Final Plat



PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT: Pickard Commerce Park Plat 1 – Final Plat

PREPARED BY: Bill Mettee – Senior Planner

REPORT DATE: June 6, 2025

MEETING DATE: June 10, 2025

GENERAL INFORMATION

Applicant / Owner:

I Town Investment Group, LLC

Owner's Representative:

Jason Ledden, P.E., Snyder & Associates

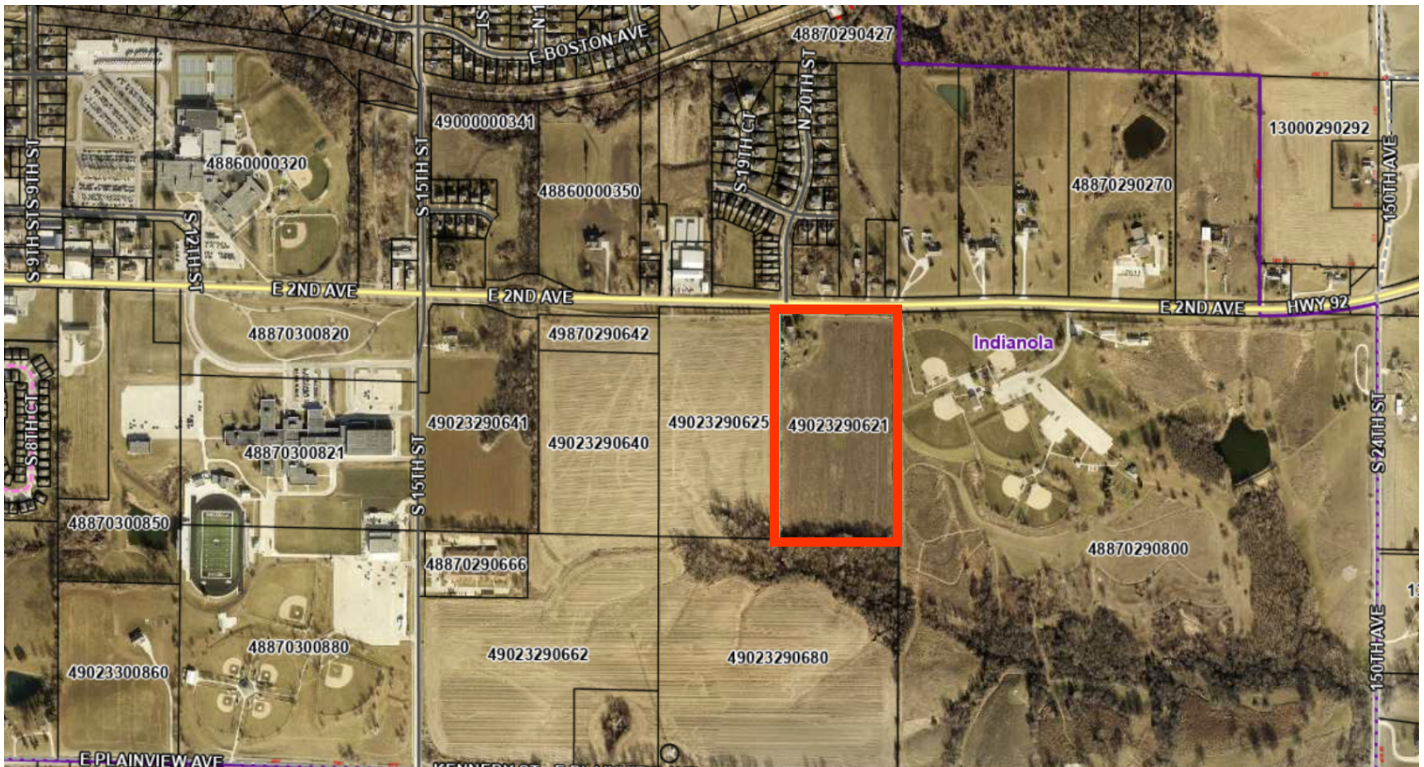
Request:

The applicant is requesting approval of a final plat for commercial and industrial development.

Location and Size:

Property is located south of Highway 92 and east of South 15th Street, containing approximately 19.63-acres.

AREA MAP



ABOVE: Aerial of subject property (outlined in **RED**) in relation to the surrounding area.

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant / Undeveloped	Community Mixed Use / Industrial	C-2 (Highway Commercial District) and M-2 (General Industrial District)
North	Single-Family and Two-Family Residential	Low / Medium-Density Residential	R-2 (Single-Family Residential Attached District)
South	Agricultural	Community Mixed Use	A-1 (Agricultural / Open Space District)
East	Pickard Park	Parks and Recreation	A-1 (Agricultural / Open Space District)
West	Vacant / Undeveloped	Community Mixed Use	R-2 (Single-Family Residential Attached District)

PROJECT DESCRIPTION AND BACKGROUND

This parcel was recently rezoned from C-2 Highway Commercial to C-2 Highway Commercial and M-2 General Industrial. The original preliminary plat with eight lots was approved at the November 26, 2024 Planning and Zoning Commission meeting. The applicant submitted a revised preliminary plat showing an increase to 12 lots. This revised preliminary plat was approved at the February 25, 2025 Planning Commission meeting and the March 3, 2025 City Council meeting.

LOTS

The final plat identifies a total of 12 lots for commercial and industrial development and one outlot (Outlot X) to be used for stormwater detention. The four lots at the north end of the site are commercial and the eight lots at the south end of the site are industrial. The lots range in size from 1.00-acres to 1.86-acres in area. Outlot X is 1.77-acres in area. Street Lots A and B will be deeded to the City of Indianola for public right-of-way. All proposed lots meet or exceed the bulk regulations of their respective zoning districts.

Site plans have been submitted and are currently under review for Lot 2 and Lot 12 and are on this agenda for the Commission's consideration.

Table I below summarizes the bulk regulations that are applicable to the proposed development. The site plan demonstrates compliance with the bulk regulations.

Table I: Bulk Regulations for the C-2 / M-2 Districts

Category	C-2 / M-2 (minimum)
Front Yard Setback	40 feet 35 feet
Rear Yard Setback	10 feet 35 feet
Side Yard Setback	10 feet 20 feet
Maximum Height Stories	50 feet

ACCESS AND STREETS

Access into the development will be provided off of Highway 92 on South 20th Street. The street extension aligns with the existing street to the north, per IDOT requirements and the signed MOU.

SIDEWALKS/TRAILS

A 5-foot-wide sidewalk will be constructed on each lot as they are developed. No trails are proposed. All pedestrian crossings will be installed with the plat improvements.

UTILITIES

The site will be serviced with all public utilities, Utilities will be extended as required to service the lots. Stormwater detention will be provided with a detention basin located at the sound end of the site. The detention basin will be privately owned and maintained by the association.

EASEMENTS

All easements have been shown and labeled on the plat. These include PUEs, Ingress/Egress, Sanitary Sewer, Storm Sewer and Snow Storage Easements. Landscape Buffer Easements are shown separating the commercial from industrial districts and from the adjacent agricultural districts to the east and west.

STAFF RECOMMENDATION

The final plat is in general conformance with the Zoning Ordinance, Subdivision Ordinance and Comprehensive Plan. Staff recommends approval of the final plat for Pickard Commerce Park Plat I subject to remaining staff comments.

PICKARD COMMERCE PARK PLAT 1
FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND
SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
E:GRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. E1/2&W1/2 NE1/4, SW1/4
SEC. 26-76-23
REQUESTED BY:
I TOWN INVESTMENT GROUP LLC

- NOTES
- STREET LOT 'A' AND 'B' TO BE DEDICATED TO THE CITY OF INDIANOLA AT THE TIME OF THE FINAL PLAT BEING RECORDED.
 - UTILITY EASEMENTS SHALL CONVEY TO THE CITY, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHT WITHIN THE AREAS SHOWN ON THE PLAT AND DESCRIBED IN THE EASEMENT, TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN ELECTRIC LINES CONSISTING OF POLES, WIRES, CABLES, CONDUITS, FIXTURES, ANCHORS AND OTHER SIMILAR EQUIPMENT, INCLUDING THE RIGHT TO TRIM OR REMOVE TREES WITHIN SUCH AREAS WHERE NECESSARY TO SECURE A CLEARANCE OF 4 FEET FROM WIRES OR POLES, TOGETHER WITH THE RIGHT TO EXTEND TO ANY TELEPHONE, TELEGRAPH, ELECTRIC OR POWER COMPANY, THE RIGHT TO USE SEPARATELY OR JOINTLY WITH THE CITY, THE AREAS INCLUDED IN THE EASEMENT FOR THE PURPOSES ABOVE ENUMERATED.
 - 5 FOOT SIDEWALKS ARE TO BE INSTALLED WITH INDIVIDUAL LOT DEVELOPMENT.
 - OUTLOT X, OUTLOT Y, PRIVATE UTILITIES, AND LANDSCAPE BUFFERS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



VICINITY MAP
INDIANOLA, IOWA

PROPERTY DESCRIPTION
THE EAST HALF OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 29; THENCE SOUTH 00°07'12" EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 66.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST 2ND AVENUE AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°07'12" EAST ALONG SAID EAST LINE, 1,252.54 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88°49'05" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 666.87 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°08'56" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 733.52 FEET; THENCE SOUTH 89°52'48" WEST, 68.03 FEET; THENCE NORTH 00°07'12" WEST, 60.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 8.00 FEET, WHOSE ARC LENGTH IS 12.57 FEET, AND WHOSE CHORD BEARS NORTH 44°51'56" EAST, 11.32 FEET; THENCE NORTH 00°08'56" WEST, 143.08 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 330.00 FEET, WHOSE ARC LENGTH IS 115.27 FEET, AND WHOSE CHORD BEARS NORTH 09°51'29" EAST, 114.68 FEET; THENCE NORTH 19°51'53" EAST, 99.33 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 270.00 FEET, WHOSE ARC LENGTH IS 19.76 FEET, AND WHOSE CHORD BEARS NORTH 17°46'05" EAST, 19.75 FEET TO SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°08'56" WEST ALONG SAID WEST LINE, 71.42 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF EAST 2ND AVENUE; THENCE NORTH 85°09'49" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 76.14 FEET; THENCE SOUTH 89°09'09" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 591.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.63 ACRES (855,276 S.F.).
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY
04-15-2025

PROPERTY OWNER
I TOWN INVESTMENT GROUP LLC
2103 E 2ND AVE
INDIANOLA, IA 50125
CONTACT: CODY SINCLAIR
PHONE: (515) 238-2877
CJS.NEWERAHOMES@HOTMAIL.COM

AREA SUMMARY
19.63 ACRES (855,276 SF)

ZONING
C-2: HIGHWAY COMMERCIAL DISTRICT
M-2: GENERAL INDUSTRIAL DISTRICT

BULK REGULATIONS
C-2 (LOTS 1-2, 11-12):
MINIMUM STREET FRONTAGE = 40'
FRONT YARD SETBACK = 40'
REAR YARD SETBACK = 10'
MINIMUM SIDE YARD SETBACK = 10'
MINIMUM BUILDING SEPARATION = 20'
MAXIMUM BUILDING HEIGHT = 50'
MINIMUM OPEN SPACE = 20%

M-2 (LOTS 3-10):
MINIMUM STREET FRONTAGE = 40'
FRONT YARD SETBACK = 35'
REAR YARD SETBACK = 35'
MINIMUM SIDE YARD SETBACK = 20'
MINIMUM BUILDING SEPARATION = 20'
MAXIMUM BUILDING HEIGHT = 50'
MINIMUM OPEN SPACE = 15%

FLOODPLAIN
THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS ZONE X, BEING AREA OF MINIMAL FLOOD HAZARD, AS PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF INDIANOLA, IOWA, PANEL NUMBER 19181C0285F, EFFECTIVE DATE NOVEMBER 16, 2018.

LEGEND

FEATURES
Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
Easement Line

FOUND SET
● ○
H H
OCP
P
M
R
D
C
YPC

CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	90°01'44"	8.00'	12.57'	8.00'	N44°51'56"E 11.32'
C2	20°00'48"	330.00'	115.27'	58.23'	N9°51'29"E 114.68'
C3	4°11'35"	270.00'	19.76'	9.88'	N17°46'05"E 19.75'
C4	19°46'55"	330.00'	113.94'	57.54'	S9°58'25"W 113.37'
C5	19°33'45"	270.00'	92.19'	46.55'	S10°05'03"W 91.74'
C6	90°00'00"	8.00'	12.57'	8.00'	N45°07'12"W 11.31'
C7	36°58'48"	62.00'	40.02'	20.73'	N18°36'33"W 39.33'
C8	53°01'14"	62.00'	57.37'	30.93'	N63°36'35"W 55.35'
C9	49°12'34"	62.00'	53.25'	28.39'	S65°16'31"W 51.63'
C10	111°44'42"	62.00'	120.92'	91.48'	S15°12'07"E 102.65'
C11	70°57'17"	33.00'	40.87'	23.52'	S35°35'50"E 38.31'
C12	19°35'08"	300.00'	102.55'	51.78'	S10°04'21"W 102.05'
C13	20°04'35"	296.32'	103.83'	52.45'	S9°52'57"W 103.30'

LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L1	68.03	S89° 52' 48"W
L2	60.00	N00° 07' 12"W
L3	71.42	N00° 08' 56"W
L4	76.14	N85° 09' 49"E

ERIN D. GRIFFIN
19710
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

PICKARD COMMERCE PARK PLAT 1

FINAL PLAT

INDIANOLA, IA

SNYDER & ASSOCIATES, INC. I

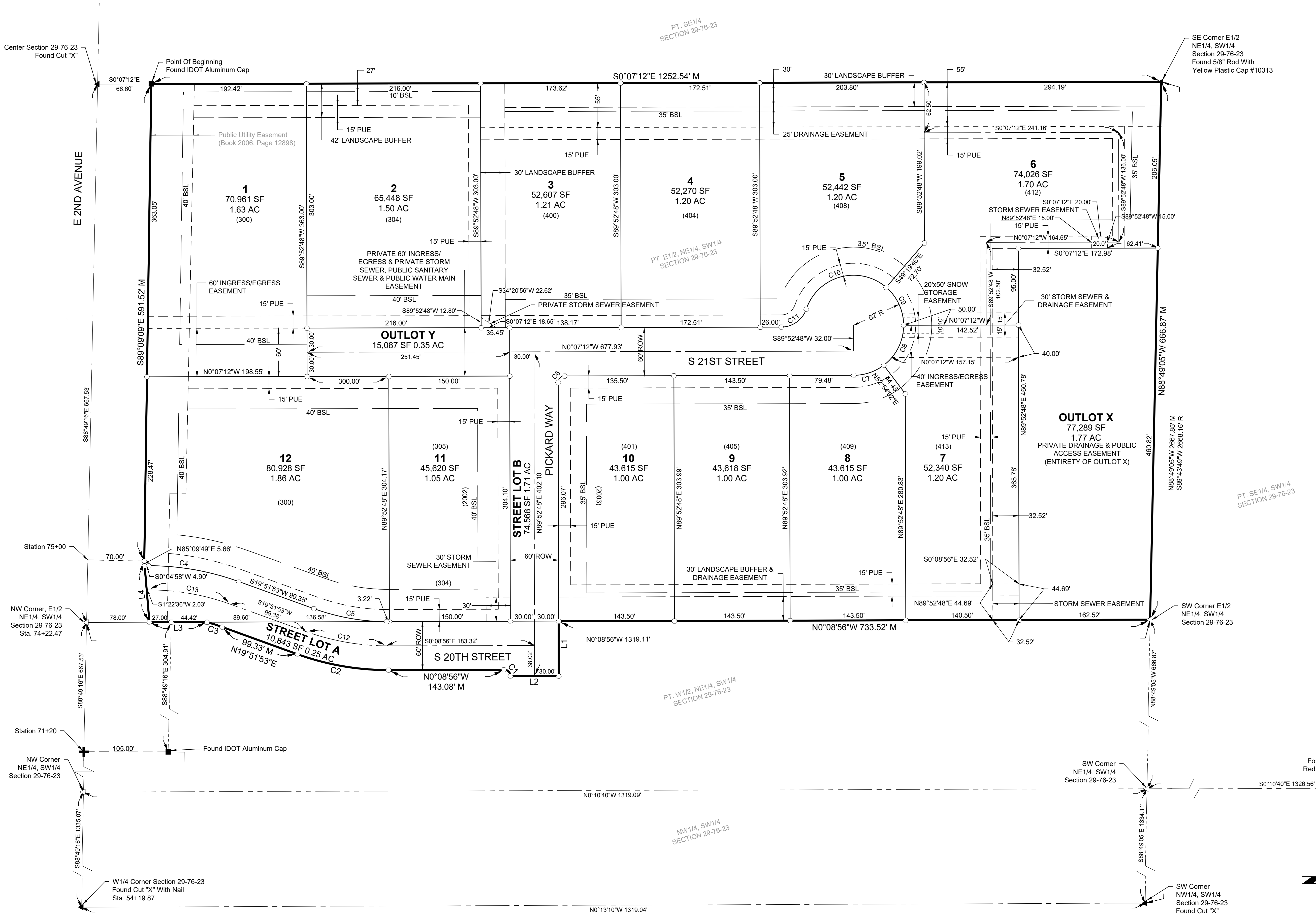
Project No: 123.1125.01

Sheet 1 of 2

Project No: 123.1125.01

Sheet 1 of 2

PICKARD COMMERCE PARK PLAT 1
FINAL PLAT



PICKARD COMMERCE PARK PLAT 1

FINAL PLAT

INDIANOLA, IA

SNYDER & ASSOCIATES, INC. I



Project No: 123.1125.01
Sheet 2 of 2

REVISION	DATE	BY	REVISION	DATE	BY
2	07-11-25	AJD	2	07-11-25	AJD
1	06-11-25	AJD	1	06-11-25	AJD
MARK	REVISION	DATE	MARK	REVISION	DATE
Engineer	Checked By: EDG	Scale: 1" = 60'	Engineer	Checked By: EDG	Scale: 1" = 60'
Technician: AJD	Date: 04-15-2025	T-R-S: 76N-23W-26	Technician: AJD	Date: 04-15-2025	T-R-S: 76N-23W-26
Project No: 123.1125.01					
Sheet 2 of 2					

ORDINANCE NO. 1731

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, FOR CHANGE OF ZONING DISTRICT BOUNDARIES FROM THE HIGHWAY COMMERCIAL (C-2) ZONING DISTRICT TO THE GENERAL INDUSTRIAL (M-2) ZONING DISTRICT FOR A PORTION OF THE LAND LOCATED AT 2103 EAST 2ND AVENUE

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the zoning from the Commercial Highway (C-2) zoning district to the General Industrial (M-2) zoning district for a portion of real property located at 2103 East 2nd Avenue, and legally described as:

THE SOUTH 808.67 FEET OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA:

Section 1: That the zoning is amended from the Commercial Highway (C-2) zoning district to the General Industrial (M-2) zoning district for a portion of real property located at 2103 East 2nd Avenue, and legally described as:

THE SOUTH 808.67 FEET OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA.

Section 2: That the zoning is amended from the Commercial Highway (C-2) zoning district to the General Industrial (M-2) zoning district for the aforementioned portion of real property located at 2103 East 2nd Avenue, with the following conditions:

1. A buffer according to Chapter 165.08 titled 'Open Space, Landscaping, and Buffering' be required between the proposed area for rezoning and dedicated parkland to the east.
2. The following be the only allowed uses for the property based on the City of Indianola Chapter 165.05 Zoning District Regulations:
 - a. Construction sales and service, contractor office, office for plumber, electrician, HVAC service or similar use (with and without outdoor storage)
 - b. Repair service of electronics, appliance, household goods, furniture, small engines or similar
 - c. Storage of equipment, data and records, electronic data center, furniture or similar
 - d. Warehousing and wholesaling (outdoor storage limited to licensed and operable trailers, trucks, power equipment and containers)

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 18th day of March 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First reading: February 5, 2024
Second reading: February 20, 2024
Third reading: March 18, 2024
Publication Date: March 26, 2024

City of Indianola
RESOLUTION NO. 2025-

APPROVING THE FINAL PLAT FOR PICKARD COMMERCE PARK PLAT 1

WHEREAS, the City of Indianola, Warren County, State of Iowa, is a duly recognized Municipal Organization; and

WHEREAS, I-Town Investment Group, LLC, has requested final plat approval of Pickard Commerce Park Plat 1 (the "Plat"); and

WHEREAS, the City of Indianola Planning and Zoning Commission recommended approval of the Plat on June 10, 2025, subject to remaining staff comments and review of the legal documents; and

WHEREAS, the Final Plat for Pickard Commerce Park Plat 1 and the documents relating thereto will comply with section §170 – *Subdivision Regulations* of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa on this 21st day of July 2025, that the Final Plat for Pickard Commerce Park Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Indianola.

BE IT FURTHER RESOLVED that the City of Indianola does hereby accept the following easements and documents to be filed with the Plat:

1. Warranty Deed (Street Lots A & B)
2. Public Utility Easement;
3. Public Snow Storage Easement;
4. Public Storm Sewer Easement;
5. Public Storm Sewer and Drainage Easement;
6. Public Drainage Easement;
7. Public Drainage and Access Easement;
8. Public Ingress-Egress Easement;
9. Public Landscape Buffer and Drainage Easement;
10. Public Landscape Buffer Easement;
11. Public Water Main Easement;
12. Public Sanitary Sewer Easement; and
13. Declaration of Private Easements

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: July 21, 2025
Subject: Discussion and direction regarding animal control in the City of Indianola.

Recommendation:

Attachments: 1. Kiya_Koda_Animal_Control_Statement

Kiya Koda Humane Society

Indianola, Iowa

After thoughtful evaluation, the Kiya Koda Humane Society Board of Directors has decided not to perform the specific animal control services currently being requested by the City of Indianola. These services do not align with our core mission, and we believe our resources can be more effectively used to support the animals in our direct care.

Our primary focus remains on the care, rehabilitation, and rehoming of animals in need. To best serve the animals and the community, we must prioritize programs that directly support our mission and long-term impact.

We remain open to revisiting and potentially negotiating specific services in the future, should they align more closely with our mission and organizational capacity.

We appreciate the community's continued support and understanding as we move forward with renewed focus on our core values.

Sincerely,

Kiya Koda Humane Society Board of Directors

Nathan Rasko, President

Brian Brennan

Kamie Haynes

Jill Jacobsen

Deb Elgin

Amy Bishop



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Resolution approving site plan for New Era Homes (304 South 21st Street).

Recommendation: Roll call is in order.

Attachments:

1. Staff Report_New Era Homes_SP_061025
2. SP_1250222_NewEraHomes_2025-07-11
3. AA - COMBINED - NEW ERA HOMES - CITY - 4 PDFs - 02.04.25 - 21023
4. RES_New Era Homes_SP



PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT: New Era Homes - Site Plan

PREPARED BY: Bill Mettee – Senior Planner

REPORT DATE: June 6, 2025

MEETING DATE: June 10, 2025

GENERAL INFORMATION

Applicant / Owner:

Cody Sinclair, New Era Homes

Owner's Representative:

Jason Ledden, PE, Snyder & Associates

Request:

The applicant is requesting approval of a site plan for a commercial development.

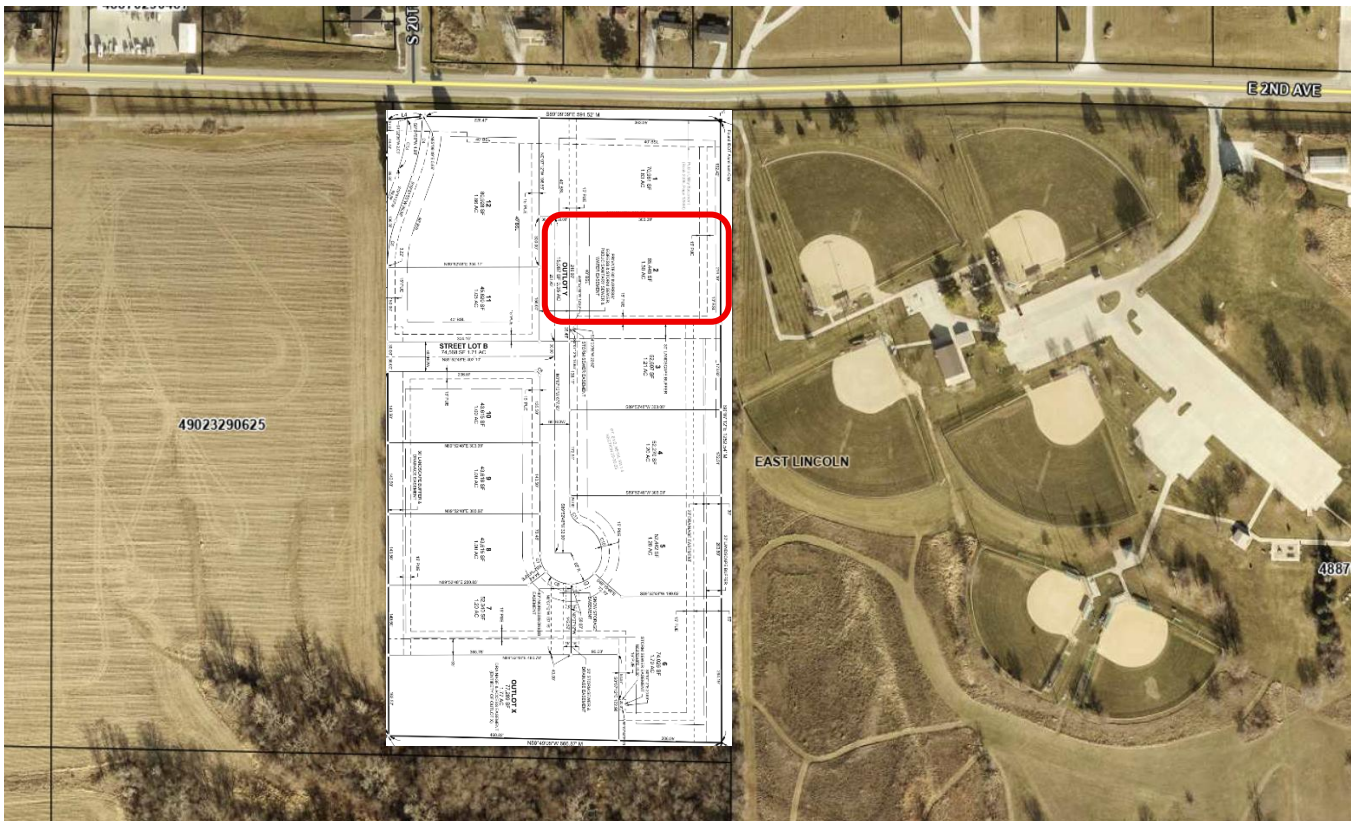
Location and Size:

Property is located south of Highway 92 and east of South 15th Street, containing approximately 1.50 acres.

Property Address:

304 South 21st Street

AREA MAP



ABOVE: Aerial of subject property (outlined in **RED**) in relation to the surrounding area.

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant / Undeveloped	Community Mixed Use / Industrial	C-2 (Highway Commercial District) and M-2 (General Industrial District)
North	Single-Family and Two-Family Residential	Low / Medium-Density Residential	R-2 (Single-Family Residential Attached District)
South	Agricultural	Community Mixed Use	A-1 (Agricultural / Open Space District)
East	Pickard Park	Parks and Recreation	A-1 (Agricultural / Open Space District)
West	Vacant / Undeveloped	Community Mixed Use	R-2 (Single-Family Residential Attached District)

PROJECT DESCRIPTION

The applicant is proposing a site plan for a commercial development. The proposed site plan for consideration is for a construction sales and warehousing building that is approximately 60' x 190' and 12,920 square feet in area. The building will be approximately 23-feet in height. The subject parcel will be platted as Lot 2 of Packard Commerce Park Plat 1.

Table 1 below summarizes the bulk regulations that are applicable to the proposed development. The site plan demonstrates compliance with the bulk regulations.

Table 1: Bulk Regulations for the C-2 Zoning District

Category	C-2 (minimum)
Front Yard Setback	40 feet
Rear Yard Setback	10 feet
Side Yard Setback	10 feet
Maximum Height Stories	50'

ACCESS AND PARKING

Access into the site will be from South 21st Street via access easement as the street will not continue to the north.

A total of nine parking spaces are required (1 space per 250 sq for construction sales and 1 space per 10,000 sf of warehousing) for the property. The applicant is providing 10 spaces, including one accessible space. The proposed site plan meets the parking requirements.

SIDEWALKS / TRAILS / TRAFFIC

A 5' sidewalk will be installed north from South 21st Street into the site for pedestrian access.

UTILITIES

The site will be serviced with public utilities, which exist and will be installed in the immediate vicinity. Stormwater detention will be provided in a basin at the south end of the site.

LANDSCAPING & OPEN SPACE

A minimum of 20% of the project area is required to be open space. The total amount of open space proposed is 47.7%. The plantings shown on the landscape plan meet the minimum requirements of the Landscape & Open Space Ordinance.

ELEVATIONS

Colored building elevations are included for review. The building is proposed to be constructed of Class 3 metal panels, accent metal panels, stone veneer and windows. The elevations demonstrate compliance with the building design standards.

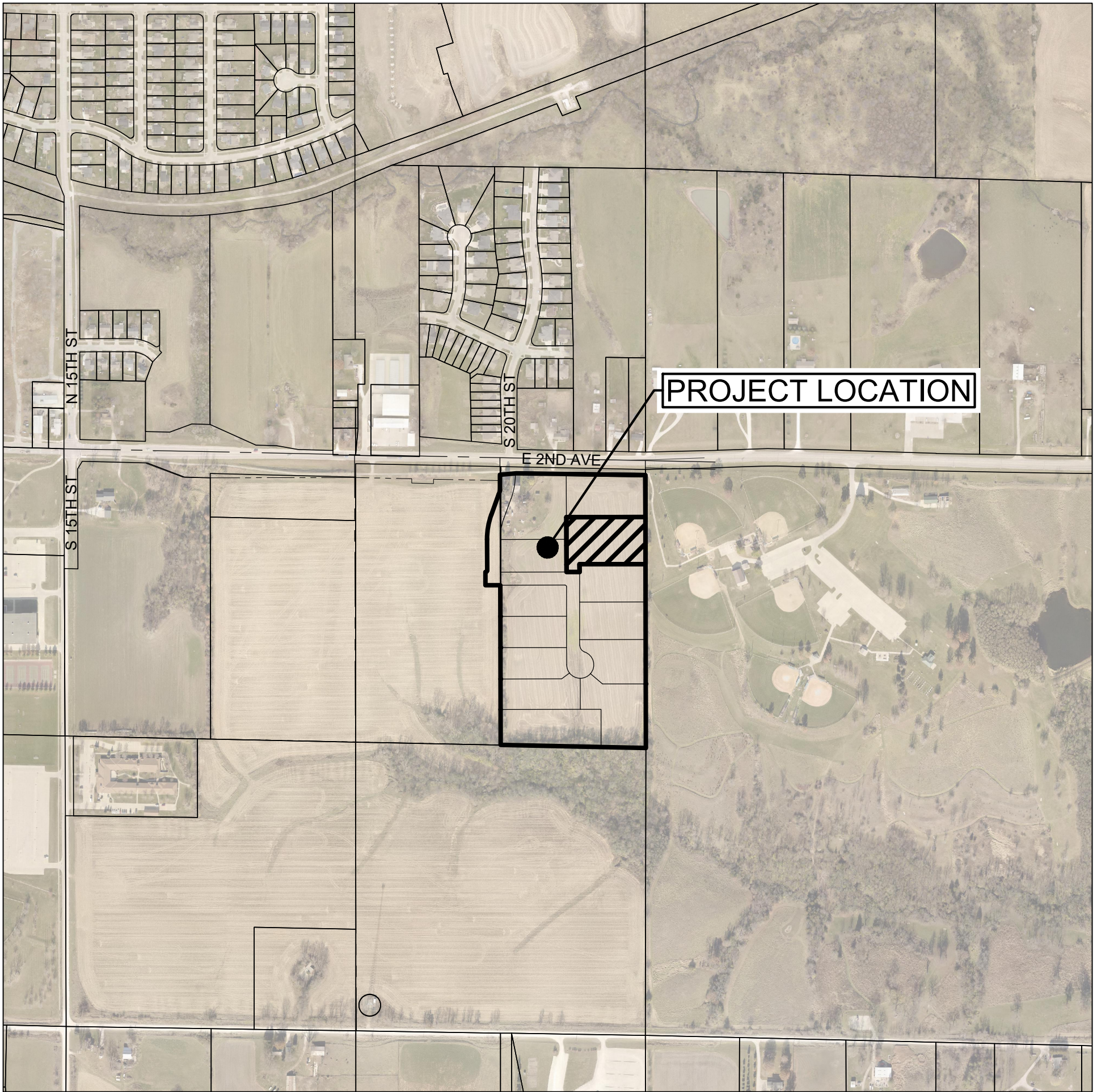
STAFF RECOMMENDATION

The proposed site plan is in general conformance with the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan. Staff recommends approval of the site plan for New Era Homes subject to remaining staff comments.

SITE PLAN
FOR
NEW ERA HOMES
304 S 21ST STREET
CITY OF INDIANOLA, WARREN COUNTY, IOWA

OWNER / DEVELOPER
NEW ERA HOMES
105 S 20TH STREET
INDIANOLA, IA 50125
CONTACT: CODY SINCLAIR
PHONE: 515-238-2877
EMAIL: CJS.NEWERAHOMES@HOTMAIL.COM

ENGINEER / SURVEYOR
SNYDER & ASSOCIATES, INC
2727 SW SNYDER BLVD
ANKENY, IA 50023
CONTACT: JASON LEDDEN
PHONE: 515-964-2020
EMAIL: JLEDDEN@SNYDER-ASSOCIATES.COM



VICINITY MAP

Sheet List Table

- C100 TITLE SHEET
C101 PROJECT INFORMATION
C200 DIMENSION PLAN
C300 GRADING AND EROSION CONTROL PLAN
C400 UTILITY PLAN
C500 PLANTING PLAN

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	<i>Jason A. Ledden</i> Jason A. Ledden, P.E. License Number P24117 My License Renewal Date is December 31, 2026 Pages or sheets covered by this seal: C100 - C400	07/11/2025 Date

	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.	
	<i>Clay R. Schneckloth</i> Clay R. Schneckloth, PLA License Number 512 Pages or sheets covered by this seal: C500	07/11/2025 Date

2	AS PER CITY COMMENTS	07/11/25	CJH		
1	AS PER CITY COMMENTS	08/13/25	TLS		
MARK	REVISION	DATE	BY		
Engineer: KS	Checked By: JAL	Scale: 1" = 500'			
Technician: TLS	Date: 05/08/2025	T-R-S: TTN-RRW-SS			
Project No: 125.0222.01				Sheet C100	

NEW ERA HOMES

TITLE SHEET

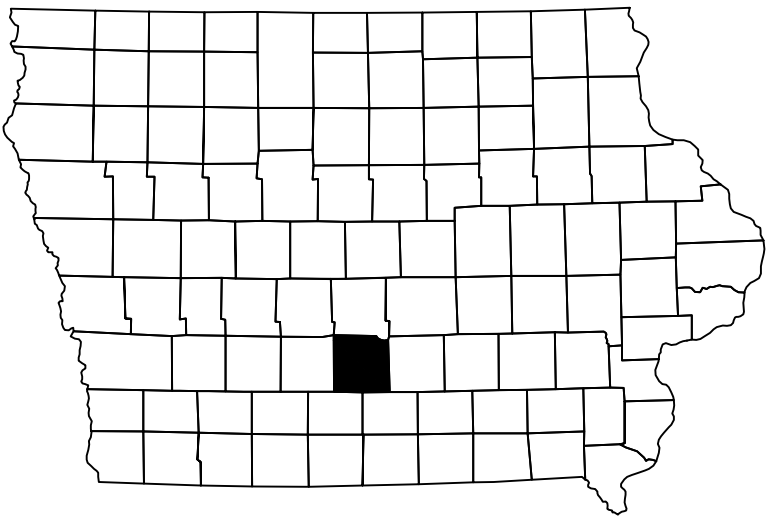
INDIANOLA, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.

Project No: 125.0222.01

Sheet C100



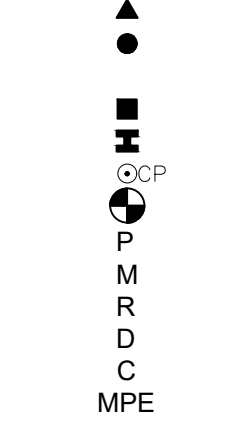
\\p01b-cv\2025\125.0222\JC-ADD-SP01_1250222_TITL.dwg CDDV-HALL PROJECT INFORMATION 2025/07/11 9:57 AM ANSI FULL BLEED D (34.00 X 22.00 INCHES)

LEGEND

FEATURES

Section Corner
1/2" Rebar, Cap # 11579
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND



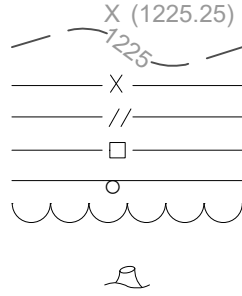
SET



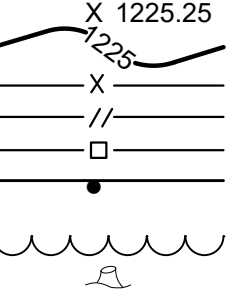
FEATURES

Spot Elevation
Contour Elevation
Fence (Barbed, Field, Hog)
Fence (Chain Link)
Fence (Wood)
Fence (Silt)
Tree Line
Tree Removal Limits
Tree Stump

EXISTING



PROPOSED



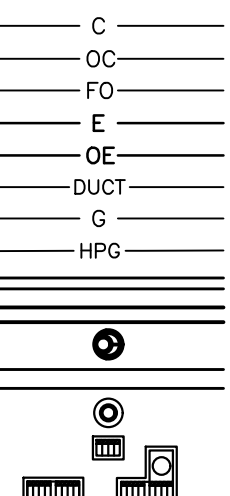
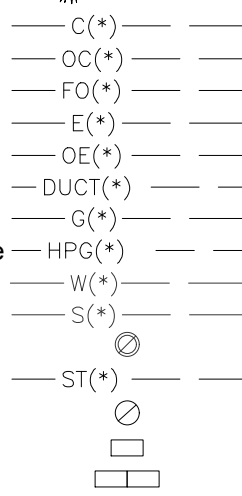
Deciduous Tree \ Shrub



Coniferous Tree \ Shrub

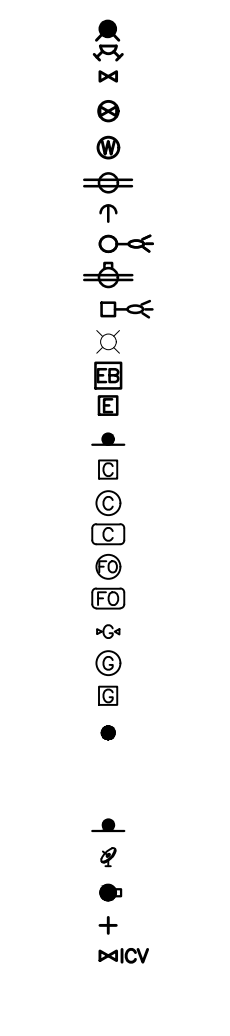
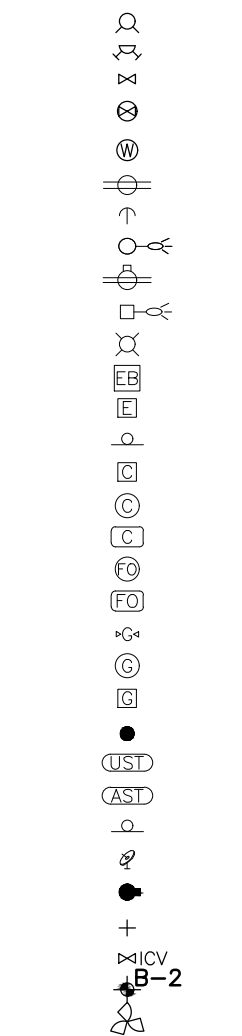


Communication
Overhead Communication
Fiber Optic
Underground Electric
Overhead Electric
Duct Bank
Gas Main with Size
High Pressure Gas Main with Size
Water Main with Size
Sanitary Sewer with Size
Sanitary Manhole
Storm Sewer with Size
Storm Manhole
Single Storm Sewer Intake
Double Storm Sewer Intake



(*) Denotes the survey quality service level for utilities

Fire Hydrant
Fire Hydrant on Building
Water Main Valve
Water Service Valve
Well
Utility Pole
Guy Anchor
Utility Pole with Light
Utility Pole with Transformer
Street Light
Yard Light
Electric Box
Electric Transformer
Traffic Sign
Communication Pedestal
Communication Manhole
Communication Handhole
Fiber Optic Manhole
Fiber Optic Handhole
Gas Valve
Gas Manhole
Gas Apparatus
Fence Post or Guard Post
Underground Storage Tank
Above Ground Storage Tank
Sign
Satellite Dish
Mailbox
Sprinkler Head
Irrigation Control Valve
Soil Boring
Test Hole Location for SUE w/ID



CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (IA-AMES-DSM)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP100	N=7413327.99 E=18544631.84 Z=955.86 SET 1/2" REBAR WITH RED PLASTIC CAP LOCATED AT NW QUADRANT N 6TH ST & E TRAIL RIDGE AVE, +-15' NORTH OF HYDRANT. (AS SHOWN ON SURVEY)
CP101	N=7414284.47 E=18545918.26 Z=903.97 SET 1/2" REBAR WITH RED PLASTIC CAP LOCATED +-10' NE OF NE FENCE CORNER AT QUAIL MEADOWS 3 LIFT STATION, NE CORNER SITE. (AS SHOWN ON SURVEY)
CP102	N=7414377.23 E=18544777.07 Z=952.94 SET 1/2" REBAR WITH RED PLASTIC CAP LOCATED +-10' EAST OF WEST GRAVEL DRIVE TO LIFT STATION, +-40' NORTH OF ELECTRIC TRANSFORMER, NORTH OF N-S CROP LINE. (AS SHOWN ON SURVEY)
CP103	N=7414437.19 E=18543817.19 Z=951.45 SET CUT "X" AT NE CORNER OF EASTERN MOST ELECTRIC BOX PAD, SOUTH OF FORD DEALERSHIP BUILDING, EAST OF ELECTRIC CAR CHARGING STATIONS. (AS SHOWN ON SURVEY)
CP104	N=7413860.07 E=18543669.22 Z=945.32 SET CUT "X" ON TOP CURB LOCATED +-30' SW OF SW CORNER THEISENS BUILDING, +-1' NW OF BACK OF CURB INTAKE. (AS SHOWN ON SURVEY)
CP105	N=7413158.22 E=18543638.47 Z=946.07 SET CUT "X" ON TOP CURB LOCATED SW QUADRANT OF E TRAIL RIDGE AVE & PRAIRIE, AT END OF RADIUS. (AS SHOWN ON SURVEY)
CP106	N=7412801.37 E=18543909.35 Z=950.20 SET CUT "X" ON TOP CURB LOCATED WEST SIDE OF N 3RD LN AT END OF RADIUS OF FRONTAGE ROAD TO CENTRAL IOWA ORTHODONTICS. (AS SHOWN ON SURVEY)
CP107	N=7412586.14 E=18544581.74 Z=959.74 SET CUT "X" ON TOP CURB LOCATED NW QUAD E SCENIC VALLEY AVE & N 6TH ST. AT MID RADIUS. (AS SHOWN ON SURVEY)
CP108	N=7413069.99 E=18545161.77 Z=952.30 SET CUT "X" ON TOP CURB LOCATED +-50' NE OF NE CORNER CONNECT 55+ BUILDING, +-30' WEST OF TRASH ENCLOSURE AT CORNER OF PARKING AREA. (AS SHOWN ON SURVEY)

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500	N=7413147- E=18543942- Z=953.55 SE BOLT ON HYDRANT LOCATED AT SE QUADRANT E TRAIL RIDGE AVE & N 3RD LN. (AS SHOWN ON SURVEY)
BM501	N=7413921- E=18545733- Z=914.00 BURY BOLT ON HYDRANT LOCATED EAST SIDE N 8TH ST, +-150' NORTH OF N 8TH CT. (AS SHOWN ON SURVEY)
BM502	N=7413884- E=18543883- Z=947.41 BURY BOLT ON HYDRANT LOCATED +-20' SW OF SE CORNER THEISENS BUILDING. (AS SHOWN ON SURVEY)

DATE OF SURVEY

JULY 03, 2024



NOTES

- BUILDING LINES AND CORNERS ARE FOR USE IN PREPARING CIVIL SITE PLAN DOCUMENTS. BUILDING CORNERS AND BUILDING LINES SHOULD BE SPECIFICALLY VERIFIED, AS NECESSARY, PRIOR TO DESIGN FOR CONSTRUCTION OF ANY PROPOSED EXPANSION OR CONNECTION OF BUILDING COMPONENTS.
- FOR CLARITY PURPOSES, SURVEY SPOT ELEVATIONS ARE NOT SHOWN ON THIS SURVEY, BUT ARE CONTAINED WITHIN THE DIGITAL CADD FILES.
- FOR THE PURPOSE OF THIS SURVEY, STORM SEWER, SANITARY SEWER AND WATER MAIN LINES ARE ASSUMED TO FOLLOW A STRAIGHT LINE FROM STRUCTURE TO STRUCTURE.
- UTILITY SERVICE LINES TO BUILDINGS ARE APPROXIMATE ONLY. AN INTERNAL BUILDING INVESTIGATION, EXCAVATION AND/OR SUBSURFACE LOCATING/DESIGNATING WOULD NEED TO BE PERFORMED TO DETERMINE THE LOCATION OF SERVICES ENTERING THE BUILDING.
- UNDERGROUND PIPE MATERIALS AND SIZES ARE BASED UPON VISIBLE EVIDENCE VIEWED FROM ACCESS MANHOLES/STRUCTURES. DUE TO THE CONFIGURATION AND/OR CONSTRUCTION OF THE STRUCTURE, IT MAY BE DIFFICULT TO ACCURATELY DETERMINE THE PIPE MATERIAL AND/OR SIZE. THE SURVEYOR WILL USE THEIR JUDGMENT AND EXPERIENCE TO ATTEMPT TO DETERMINE, BUT COMPLETE ACCURACY CANNOT BE GUARANTEED.
- BOUNDARY LINES SHOWN ON THE EXISTING SITE SURVEY ARE TO FACILITATE DESIGN OR CONCEPT NEEDS AND ENABLE CREATION OF SAID CONSTRUCTION DOCUMENTS. THESE LINES DO NOT CONSTITUTE A CERTIFIED BOUNDARY SURVEY AND MISSING MONUMENTS WILL NOT BE SET.

NOTES

- NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- CONSTRUCTION OF ALL WATER MAIN IMPROVEMENTS SHALL CONFORM TO IMU WATER UTILITY PROCEDURE MANUAL FOR MATERIALS AND CONSTRUCTION STANDARDS (2018). CONSTRUCTION OF ALL STREET AND ALL OTHER UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2025 SUDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND INDIANOLA SUPPLEMENTAL SPECIFICATIONS.
- LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
- ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED, FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
- NOTIFY OWNER, ENGINEER, IMU, AND CITY OF INDIANOLA AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
- CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
- IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
- DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
- CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
- ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
- THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
- CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, CITY OF INDIANOLA, IMU AND THE OWNER PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO PROVIDE ANY NECESSARY POTHOLING AND FIELD CONFIRMATION OF EXISTING UTILITIES TO CONFIRM CONSTRUCTABILITY OF PROPOSED SITE IMPROVEMENTS AND NOTIFY ENGINEER AND OWNER OF DISCREPANCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO SEED AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED DIFFERENTLY ON SITE PLANS.
- ALL NEW GROUND AND BUILDING SIGNAGE ARE REVIEWED SEPARATELY. A SIGN PERMIT MUST BE ACQUIRED THROUGH THE COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO THE ERECTION OF NEW SIGNAGE.
- BUILDING PERMIT(S) MUST BE OBTAINED BY THE CITY OF INDIANOLA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO CONSTRUCTION.
- ALL EXTERIOR-MOUNTED AND ROOF-TOP BUILDING EQUIPMENT, INCLUDING HVAC, MECHANICAL EQUIPMENT, VENTS, PIPING, ROOD ACCESS LADDER, AND UTILITY METERS SHALL BE LOCATED OUT OF VIEW AND SCREENED FROM ALL ADJACENT STREETS AND RESIDENTIALLY DEVELOPED OR ZONED PROPERTIES.
- ROW AND ADJACENT STREETS SHALL BE CLEANED UP AT THE END OF EACH WORK DAY AND PRIOR TO A RAIN EVENT.

PROPERTY DESCRIPTION

LOT 2, PICKARD COMMERCE PARK PLAT 1

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA EXCEPT ROADWAY, CONTAINING 19.14 ACRES.

PROPERTY ADDRESS

304 S 21ST STREET

ZONING

C-2: HIGHWAY COMMERCIAL ZONING DISTRICT

GENERAL USE

CONSTRUCTION SALES OFFICE AND WAREHOUSING =23'-6" HEIGHT

BULK REGULATIONS

MINIMUM STREET FRONTAGE =40'
FRONT YARD SETBACK =40'
REAR YARD SETBACK =10'
SIDE YARD SETBACK =10'

MINIMUM BUILDING SEPARATION =20'

MAXIMUM BUILDING HEIGHT =50'

MINIMUM OPEN SPACE =20%

PARKING REQUIREMENTS

CONSTRUCTION SALES OR SERVICE
1 SPACE PER 250 SF GFA = 7 SPACES REQUIRED
1,680 SF / 250

WAREHOUSING AND WHOLE SALING
1 SPACE PER 10,000 SF GFA OR 1 PER EMPLOYEE AT MAX SHIFT, WHICHEVER IS GREATER.
11,340 SF / 10,000 SF =2 SPACES REQUIRED
=9 SPACES REQUIRED
=10 SPACES PROVIDED
(INCLUDING 1 ADA STALL)

IMPERVIOUS SURFACE

TOTAL LOT AREA OVERALL =85,448 SF (1.50 AC)
IMPERVIOUS AREA (BUILDING AND PAVEMENT)=34,234 SF (52.3 %)

OPEN SPACE REQUIRED =13,089 SF (20%)
OPEN SPACE PROVIDED =31,214 SF (47.7 %)

ERU CALCULATIONS

1 ERU = 3,400 SF OF IMPERVIOUS
34,234 SF / 3,400 SF =10 ERU'S

PROPOSED CONSTRUCTION SCHEDULE

SITE GRADING JUNE 2025
SITE UTILITIES JULY 2025
BUILDING CONSTRUCTION JULY - OCTOBER 2025
SITE PAVING JULY-AUGUST 2025
SEEDING SEPTEMBER 2025
LANDSCAPING SEPTEMBER 2025

OFF-STREET PARKING REGULATIONS

FRONT YARD SETBACK =15'
REAR YARD SETBACK =10'
SIDE YARD SETBACK =10'

POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

- CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
- DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER, FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

- THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
- A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

- THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
- THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
- THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
 - UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS PROVIDE AND MAINTAIN NATURAL BUFFER AREAS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
 - INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
 - PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
 - MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
 - INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
 - PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
 - INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
 - RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
 - STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 - COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
 - REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

NEW ERA HOMES

PROJECT INFORMATION

INDIANOLA, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-364-2020 | www.snyder-associates.com

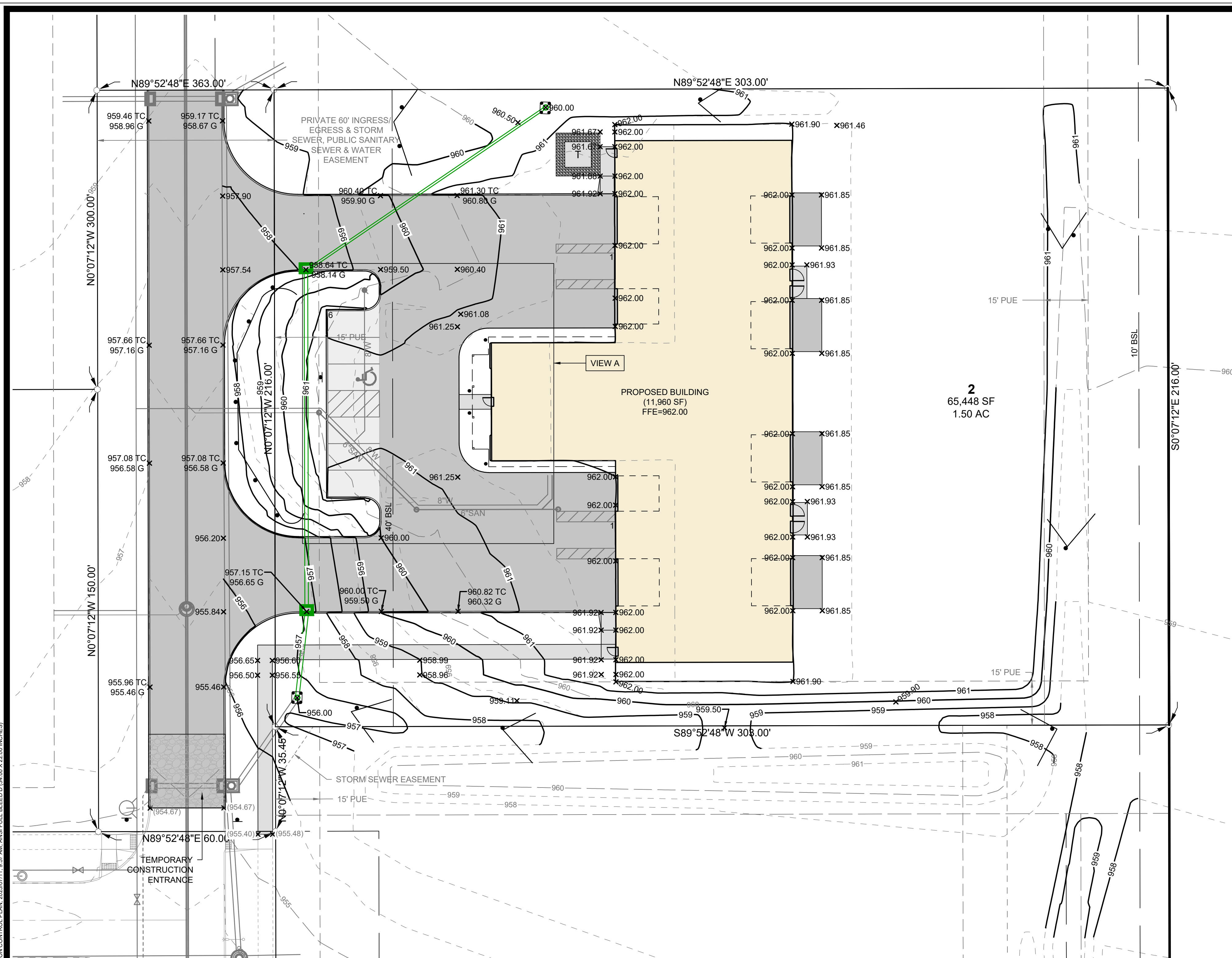
Sheet C101

SNYDER & ASSOCIATES, INC. - I

SNYDER & ASSOCIATES

Project No: 125.0222.01

Sheet C101



GRADING PLAN GENERAL NOTES

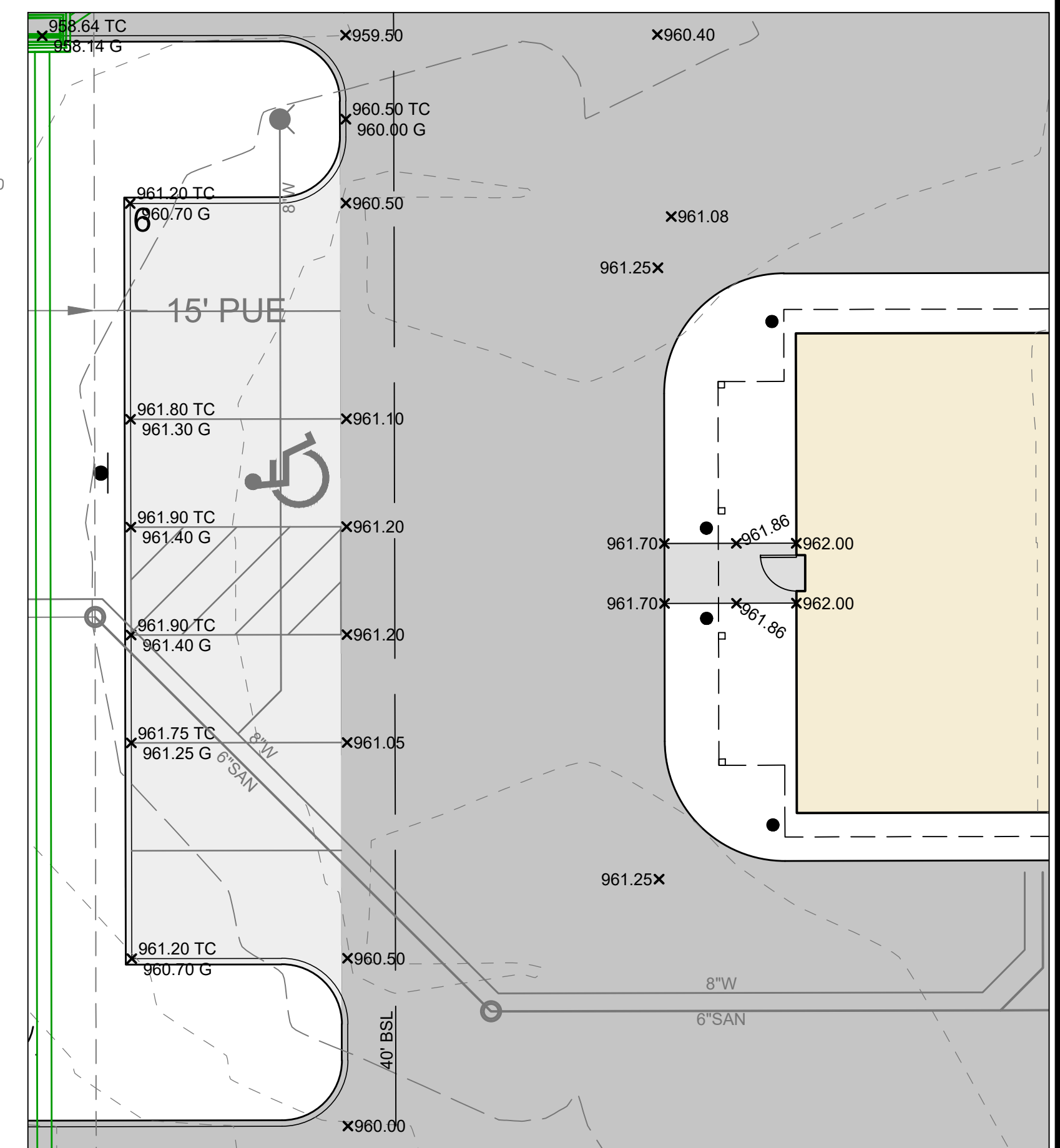
- A. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
- B. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
- C. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
- D. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
- E. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.
- F. THE SOIL EROSION AND SEDIMENT CONTROL MEASURES SPECIFIED ON THIS PLAN ARE THE MINIMUM REQUIRED. ADDITIONAL OR ALTERNATE CONTROL MEASURES MAY BE NECESSARY DUE TO CONDITIONS CREATED BY WEATHER OR LACK OF MAINTENANCE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL OR ALTERNATE CONTROL MEASURES THAT MAY BE NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE CITY.

QUANTITIES

SEEDING AND MULCHING	=1.5 AC
SILT FENCE	=300 LF

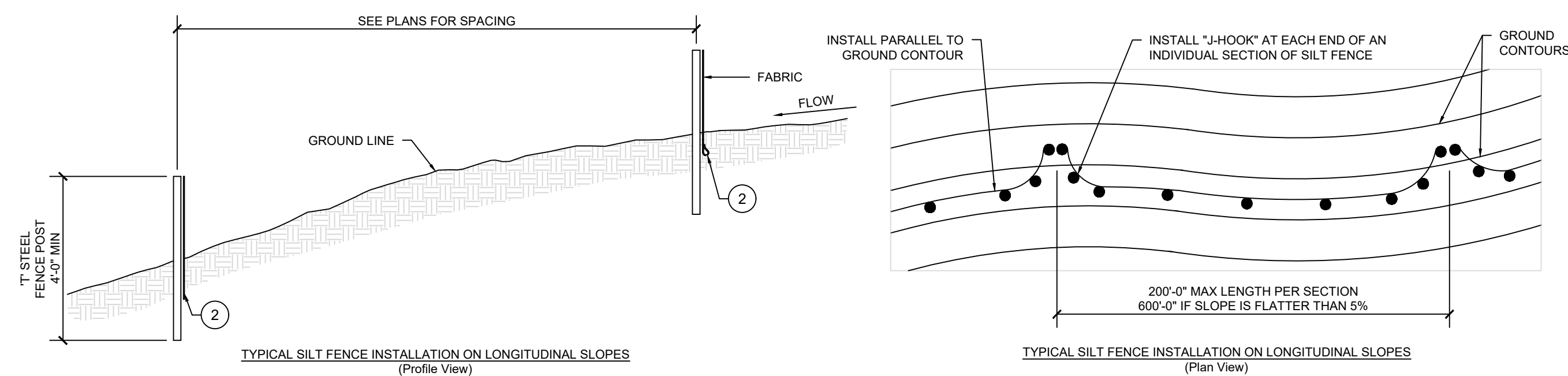
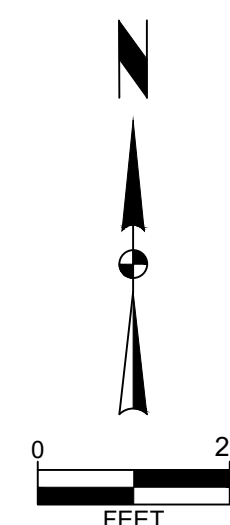
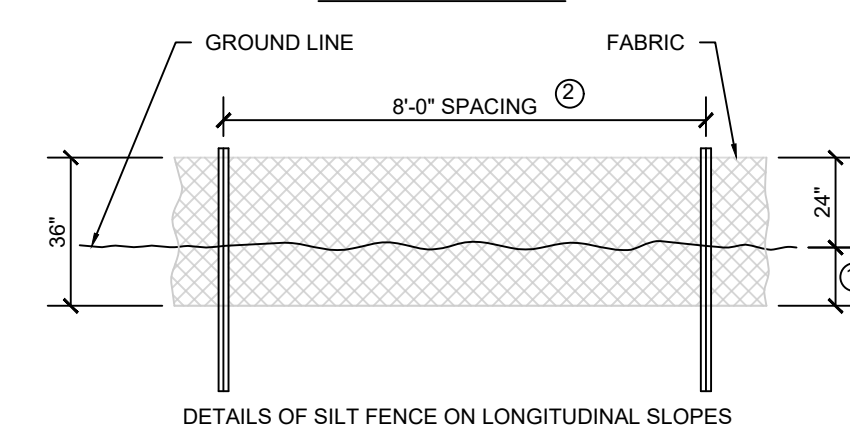
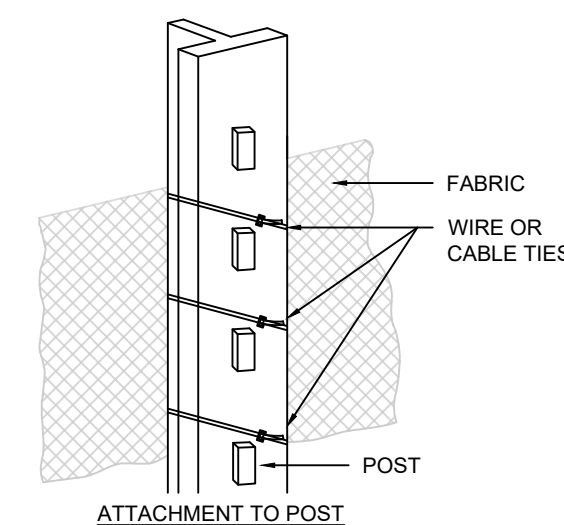
BENCHMARKS

(FROM ESS)



VIEW A
SCALE: 1" = 10'

- ① INSERT 12 INCHES OF FABRIC A MINIMUM OF 6 INCHES DEEP (FABRIC MAY BE FOLDED BELOW THE GROUND LINE).
- ② REDUCE POST SPACING TO 5'-0" AT WATER CONCENTRATION AREAS, OR AS REQUIRED TO ADEQUATELY SUPPORT FENCE.



SILT FENCE DETAIL

NO SCALE

NEW ERA HOMES

GRADING AND EROSION CONTROL PLAN

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.



Project No: 125.0222.01

Sheet C300

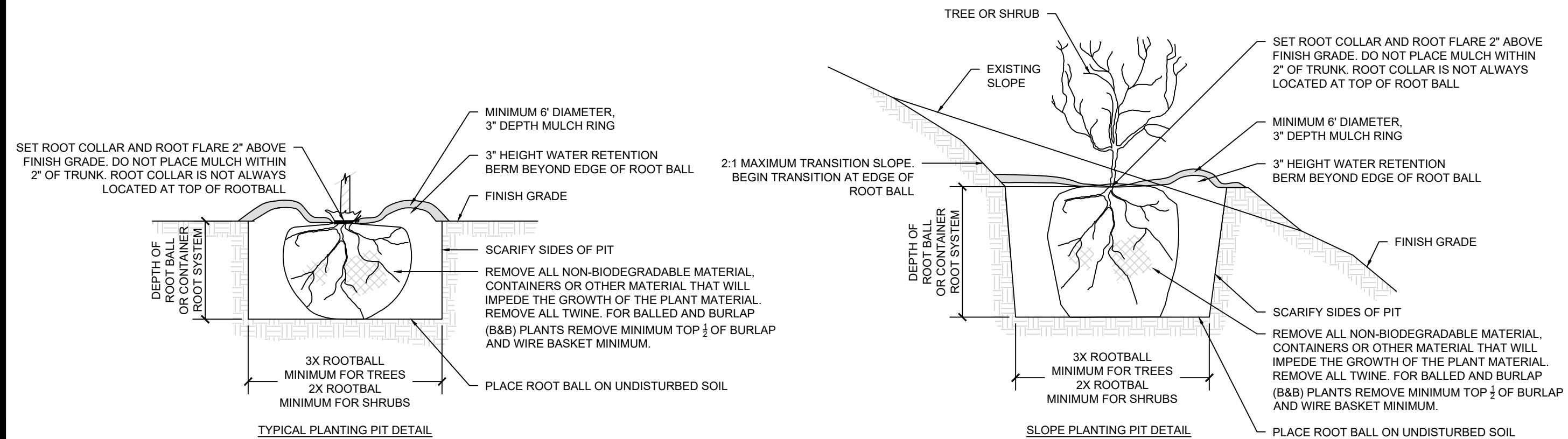
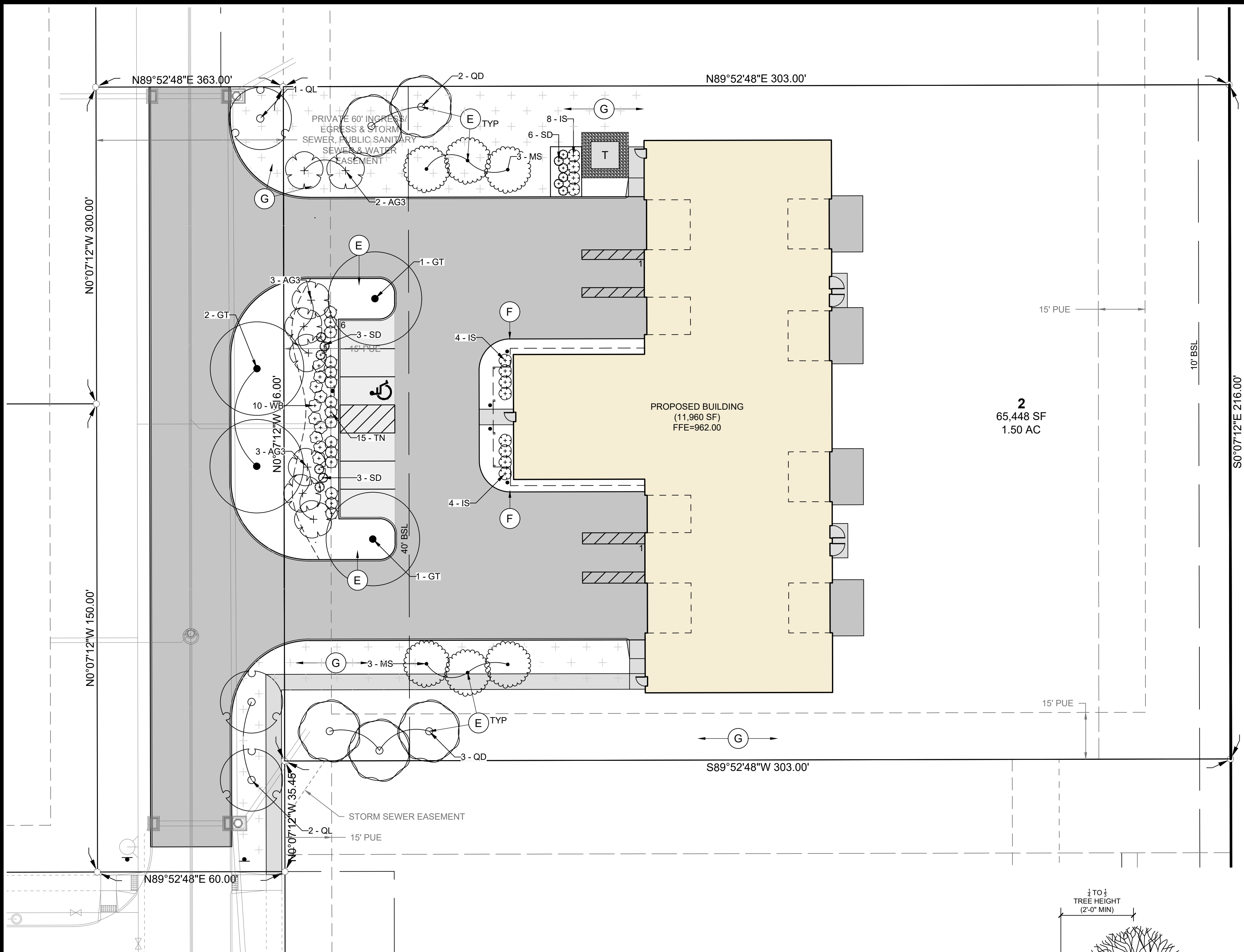
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 125.0222.01

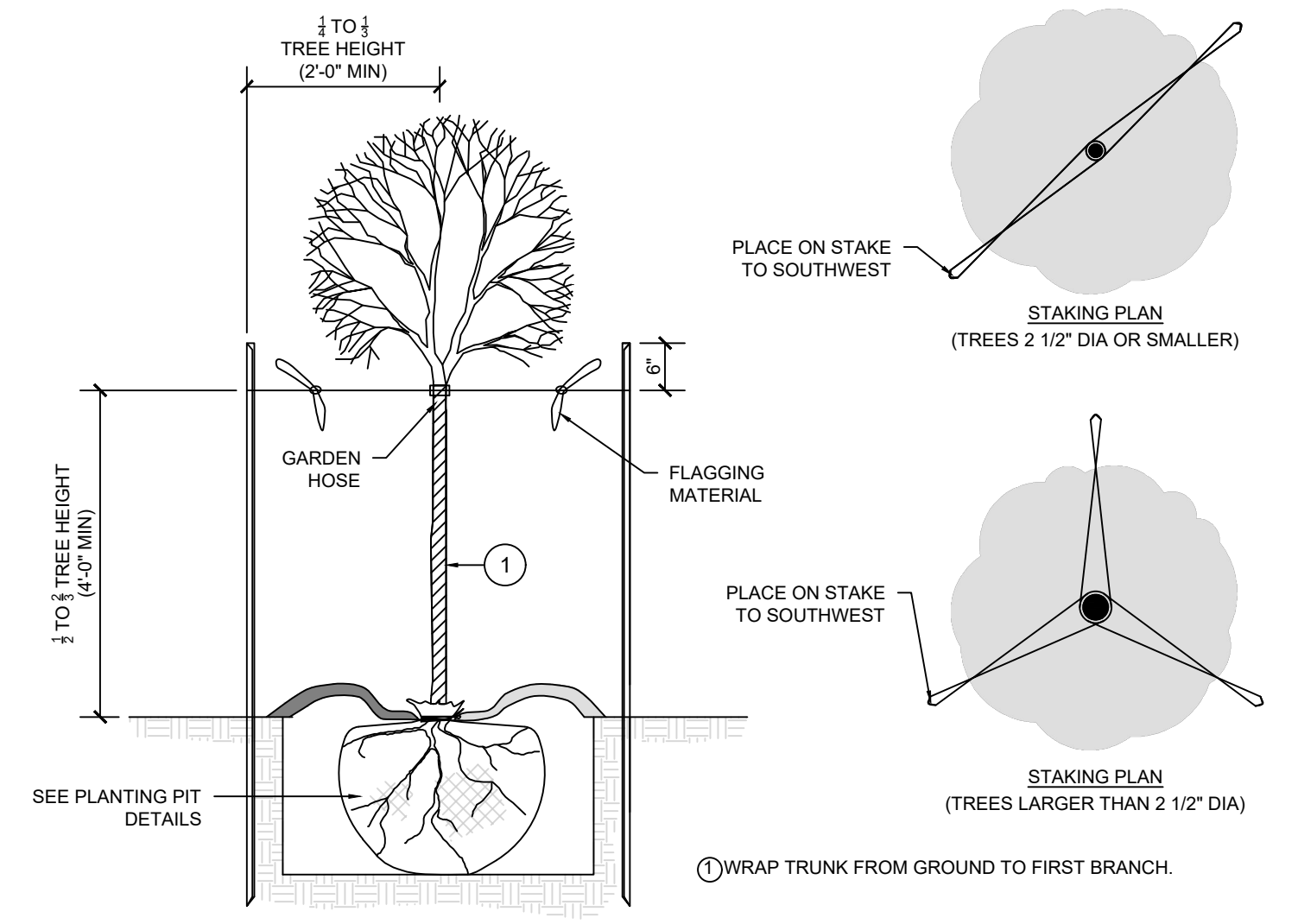
Sheet C300

2	AS PER CITY COMMENTS	07/11/25	CJH
1	AS PER CITY COMMENTS	06/13/25	TLS
MARK	REVISION	DATE	BY
Engineer: KS	Checked By: JAL	Scale: 1" = 20'	
Technician: TLS	Date: 05/08/2025	T-R-S: TTN-RRW-SS	

V:\Projects\2025\125.0222\125.0222\LAND\CDV\HALL PLANTING PLAN 20250711 9:58 AM, ANSI FULL BLEED 0.34.00 X 22.00 INCHES)



1
C500
PLANTING PIT DETAILS
NO SCALE



2
C500
DECIDUOUS TREES STAKING DETAIL
NO SCALE

PLANTING PLAN CONSTRUCTION NOTES

- A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).
- D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- E. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH IN A MIN 3-FOOT PERIMETER RING AROUND ALL TREES. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES.
- F. PROVIDE 2-INCH RIVER GRAVEL PLACED TO A DEPTH OF 4-INCHES WITH WEED BARRIER FABRIC UNDERLAYMENT IN AREAS SHOWN ON PLAN. PROVIDE 6-INCH POWDER COATED BLACK STEEL EDGING WHEN NOT ADJACENT TO SIDEWALK.
- G. CONTRACTOR TO SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH 90/10 GREENYARD OR AN APPROVED EQUAL AT 450LBS / AC SEED RATE UNLESS NOTED OTHERWISE.

PRODUCT: GREENYARD 90 / 10 OR EQUAL.
AGRILAND FS, INC
INDIANOLA, IA 50125
WWW.AGRILANDFS.COM
CONTACT: CURT MYERS
T: (515) 961-8408

- H. ALL WIRE, TWINE AND BURLAP SHALL BE REMOVED FROM THE ROOT BALL OF TREES PRIOR TO PLANTING.

PLANTING PLAN REQUIREMENTS

LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF INDIANOLA SITE PLAN OPEN SPACE AND LANDSCAPING REQUIREMENTS)

OPEN SPACE REQUIREMENTS:
65,448 SF (1.50 AC) OVERALL PROPERTY X 20% MINIMUM OPEN SPACE = 13,089 SF OPEN SPACE REQUIRED
TOTAL HARD SURFACE (DRIVES, PARKING AND BUILDING) = 34,234 SF
(31,214 SF) = 47.7% TOTAL OPEN SPACE PROVIDED

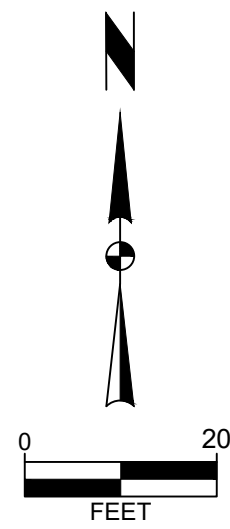
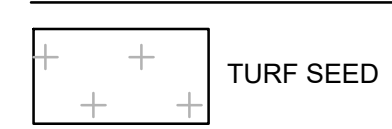
OPEN SPACE LANDSCAPE REQUIREMENTS:
13,089 SF / 2000 SF = 6.54 PLANT UNITS REQUIRED
6.54 PU X 1 SHADE TREE = 6.54 TREES REQUIRED (7 PROVIDED)
6.54 PU X 2 ORN. TREES = 13.09 ORNAMENTAL TREES REQUIRED (13 PROVIDED)
6.54 PU X 2 SHRUBS = 13.09 SHRUBS (14 PROVIDED)

OFF-STREET PARKING LOT REQUIREMENTS:
216 LF OF PARKING / 50 = 4.32 PLANT UNITS REQUIRED
4.32 PU X 1 SHADE TREE = 4.32 TREES REQUIRED (5 PROVIDED)
4.32 PU X 2 ORNAMENTAL TREE = 8.64 ORNAMENTAL TREES (6 PROVIDED + 20 SHRUBS)
SUBSTITUTION: 1 ORNAMENTAL TREE FOR 5 SHRUBS
4 PU X 5 SHRUBS = 20 SHRUBS (20 PROVIDED)

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
TREES					
GT	4	Gleditsia triacanthos inermis 'Skyline'	Skyline Honey Locust	1.5" Cal.	B&B
QD	5	Quercus ellipsoidalis 'Balskies'	Majestic Skies™ Northern Pin Oak	1.5" Cal.	B&B
QL	3	Quercus robur x bicolor 'Long'	Regal Prince® Oak	1.5" Cal.	B&B
ORNAMENTAL TREES					
AG3	8	Acer ginnala	Amur Maple	1.5" Cal.	B&B
MS	6	Malus x 'Spring Snow'	Spring Snow Crabapple	1.5" Cal.	B&B
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
SHRUBS					
IS	12	Ita virginica 'Sprich'	Little Henry® Sweetspire	3 gal.	Pot
SD	12	Spiraea x 'NCSX2' TM	Double Play Doozie Spirea	3 gal.	Pot
TN	15	Taxus cuspidata 'Nana'	Dwarf Japanese Yew	3 gal.	Pot
WB	10	Weigela florida 'Bramwell'	Fine Wine® Weigela	3 gal.	Pot

PLANTING LEGEND



NEW ERA HOMES

PLANTING PLAN

INDIANOLA, IOWA

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 125.0222.01

Sheet C500

NEW OFFICE BUILDING
FOR:

NEW ERA HOMES
INDIANOLA, IOWA
50125



DRAWINGS INDEX

- CS.100 - COVER SHEET
- A.100 - FOUNDATION PLAN
- A.101 - FIRST FLOOR PLAN
- A.200 - WEST | SOUTH
NORTH | EAST ELEVATIONS

LICENSED ARCHITECT

STEVEN E. GRAY

2175

IOWA

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.

STEVEN E. GRAY

(Printed or Typed Name)

2175

(License No.)

Steven E. Gray

(Signature)

Sheets covered by this seal: CS.100 - A.100 - A.101 - A.200

My license renewal date is: 06/30/2026

GRAYSCALE ARCHITECTURE, LLC

13762 MCGREGOR STREET
INDIANOLA, IA 50125-8118
515.423.8439

GENERAL CONTRACTOR

NEW ERA HOMES
105 S. 20th STREET
INDIANOLA, IA
50125
515.238.2877

PROJECT NAME

NEW OFFICE BUILDING
FOR:
NEW ERA HOMES

INDIANOLA, IOWA
50125

DRAWING
INFORMATION

ISSUED FOR:
REVIEW
BIDDING
CONSTRUCTION

ISSUE DATE:
02 | 04 | 2025

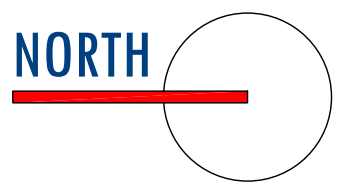
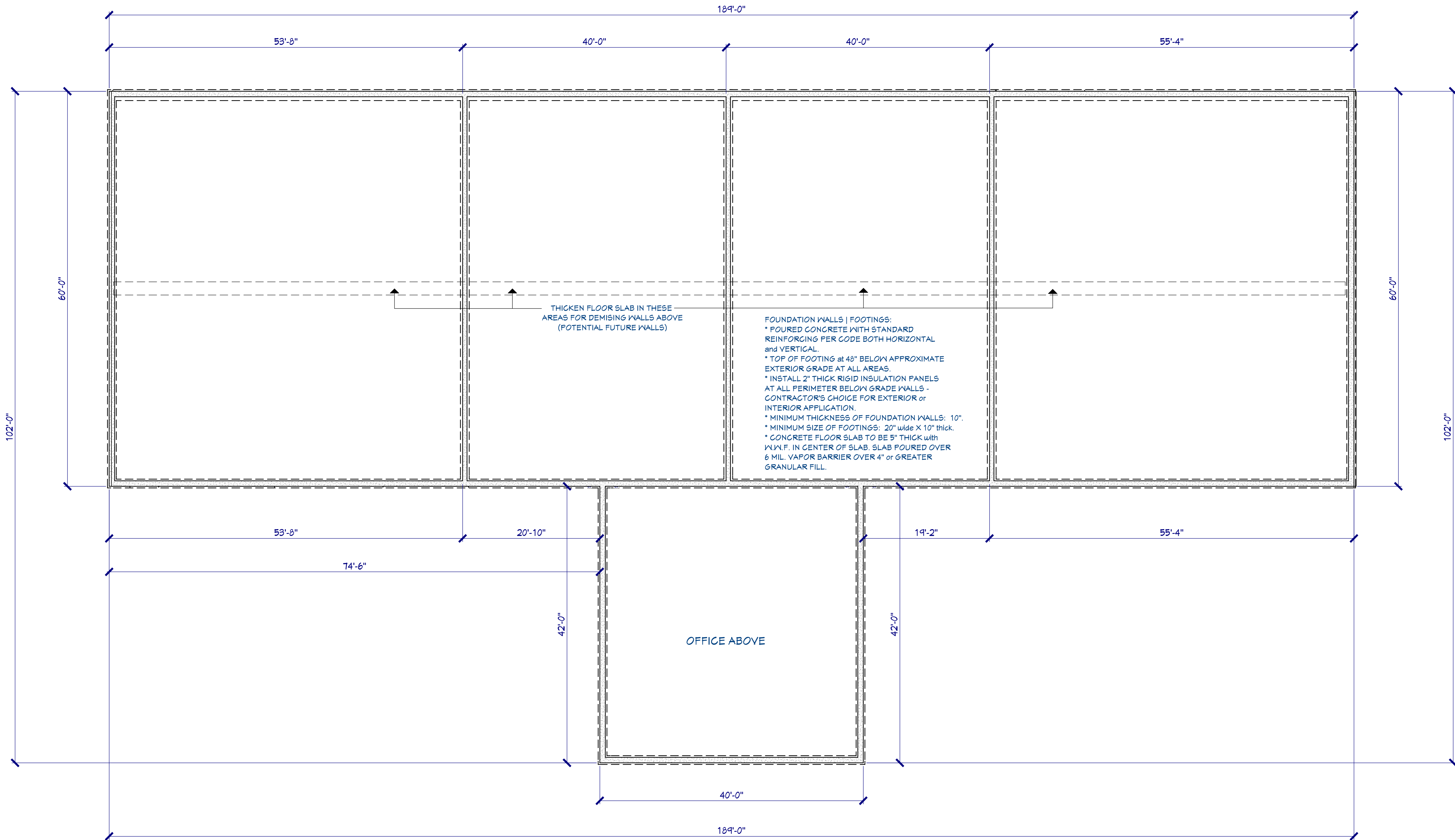
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PROJECT INFORMATION

PROJECT No.:
21023

SHEET TITLE:
COVER SHEET

SHEET No.:
CS.100



FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

GRAYSCALE ARCHITECTURE, LLC

13762 MCGREGOR STREET
INDIANOLA, IA 50125-8118
515.423.8439

GENERAL CONTRACTOR
NEW ERA HOMES
105 S. 20th STREET
INDIANOLA, IA
50125
515.238.2877

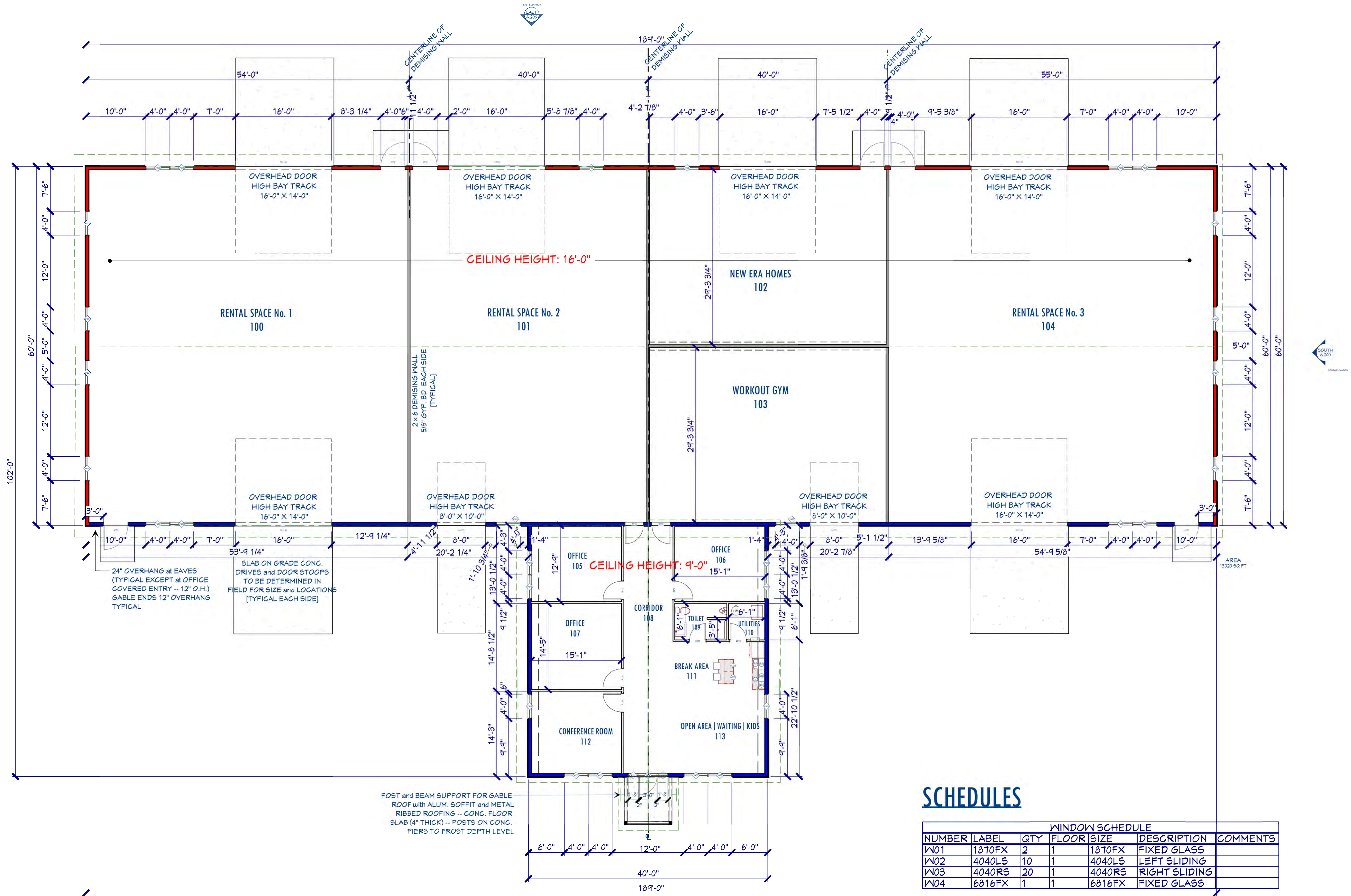
PROJECT NAME
NEW OFFICE BUILDING FOR:
NEW ERA HOMES

INDIANOLA, IOWA
50125

DRAWING INFORMATION
ISSUED FOR:
**REVIEW
BIDDING
CONSTRUCTION**
ISSUE DATE:
02 | 04 | 2025
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PROJECT INFORMATION
PROJECT No.:
21023
SHEET TITLE:
**FOUNDATION
PLAN**

SHEET No.:
A.100



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

SCHEDULES

WINDOW SCHEDULE						
NUMBER	LABEL	QTY	FLOOR	SIZE	DESCRIPTION	COMMENTS
W01	1870FX	2	1	1870FX	FIXED GLASS	
W02	4040LS	10	1	4040LS	LEFT SLIDING	
W03	4040RS	20	1	4040RS	RIGHT SLIDING	
W04	6816FX	1	1	6816FX	FIXED GLASS	

CABINET SCHEDULE								
NUMBER	LABEL	QTY	FLOOR	WIDTH	DEPTH	HEIGHT	DESCRIPTION	COMMENTS
C01	B2418L	2	1	24"	18"	36"	BASE CABINET	
C02	B39	1	1	39"	24"	36"	BASE CABINET	
C03	5B24L	1	1	24"	24"	36"	BASE CABINET	
C04	W1536R	1	1	15"	12"	36"	WALL CABINET	
C05	W2424L	1	1	24"	12"	24"	WALL CABINET	
C06	W2436R	1	1	24"	12"	36"	WALL CABINET	

GRAYSCALE ARCHITECTURE, LLC

13762 MCGREGOR STREET
INDIANOLA, IA 50125-8118
515.423.8439

GENERAL CONTRACTOR
NEW ERA HOMES
105 S. 20th STREET
INDIANOLA, IA
50125
515.238.2877

PROJECT NAME

NEW OFFICE BUILDING
FOR:

NEW ERA HOMES

INDIANOLA, IOWA
50125

DRAWING
INFORMATION

ISSUED FOR:
**REVIEW
BIDDING
CONSTRUCTION**

ISSUE DATE:
02 | 04 | 2025

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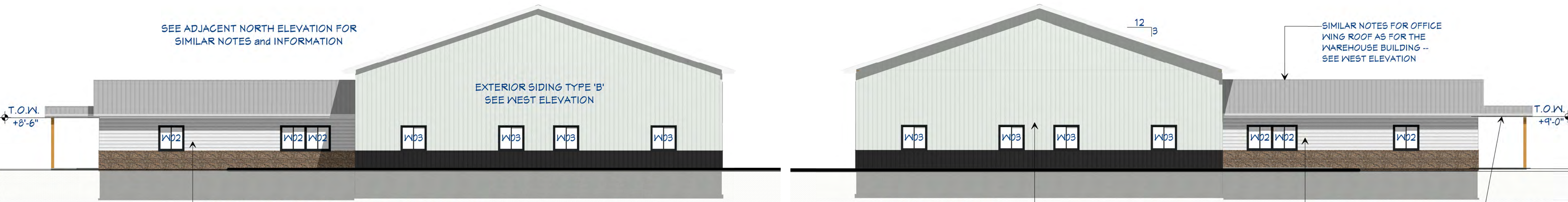
PROJECT INFORMATION
PROJECT No.:
21023
SHEET TITLE:

**FIRST FLOOR
PLAN**

SHEET No.:
A.101

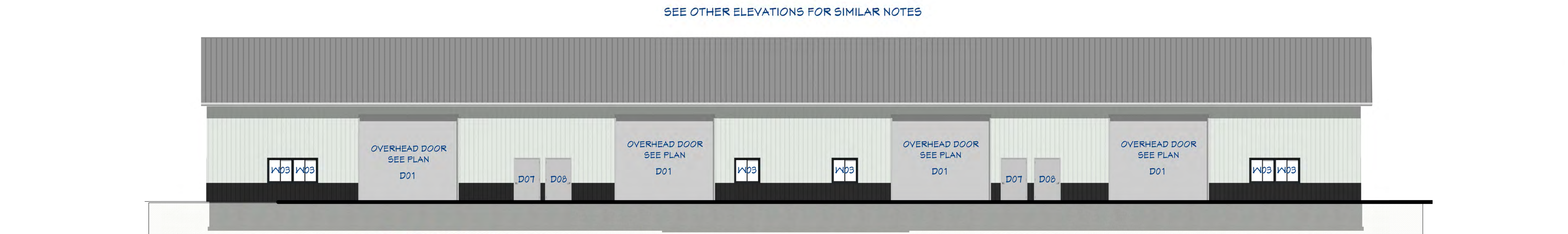


WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

GRAYSCALE ARCHITECTURE, LLC

13762 MCGREGOR STREET
INDIANOLA, IA 50125-8118
515.423.8439

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NEW ERA HOMES
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PROJECT INFORMATION
PROJECT No.:
21023
SHEET TITLE:
**EXTERIOR
ELEVATIONS**

SHEET No.:
A.200

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING THE SITE PLAN FOR NEW ERA HOMES
(304 SOUTH 21ST STREET)**

WHEREAS, the City of Indianola, Warren County, State of Iowa, is a duly organized Municipal Organization; and

WHEREAS, the City of Indianola Planning and Zoning Commission reviewed and recommended approval of a Site Plan for New Era Homes on June 10, 2025; and

WHEREAS, the Site Plan for New Era Homes is in general conformance with section §165 – *Zoning Regulations* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for New Era Homes is in general conformance with section §165.08 – *Open Space, Landscaping and Buffering* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for New Era Homes is in general conformance with section §165.09 – *Building Design Standards* of the Indianola Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, on this 21st day of July 2025, that the Site Plan for New Era Homes be approved.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Resolution approving site plan for Pickard Lot 12 (300 South 20th Street).

Recommendation:

Attachments:

1. Staff Report_Pickard Lot 12_SP_061025
2. SP_1250620_PickardLot12_2025-07-11
3. LONNEMAN DUDLEY FINAL PLAN 6-20-25 copy
4. RES_Pickard Lot 12_SP



PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT: Pickard Lot 12 - Site Plan

PREPARED BY: Bill Mettee – Senior Planner

REPORT DATE: June 6, 2025

MEETING DATE: June 10, 2025

GENERAL INFORMATION

Applicant / Owner:

I Town Investment Group, LLC

Owner's Representative:

Jason Ledden, PE, Snyder & Associates

Request:

The applicant is requesting approval of a site plan for a commercial development.

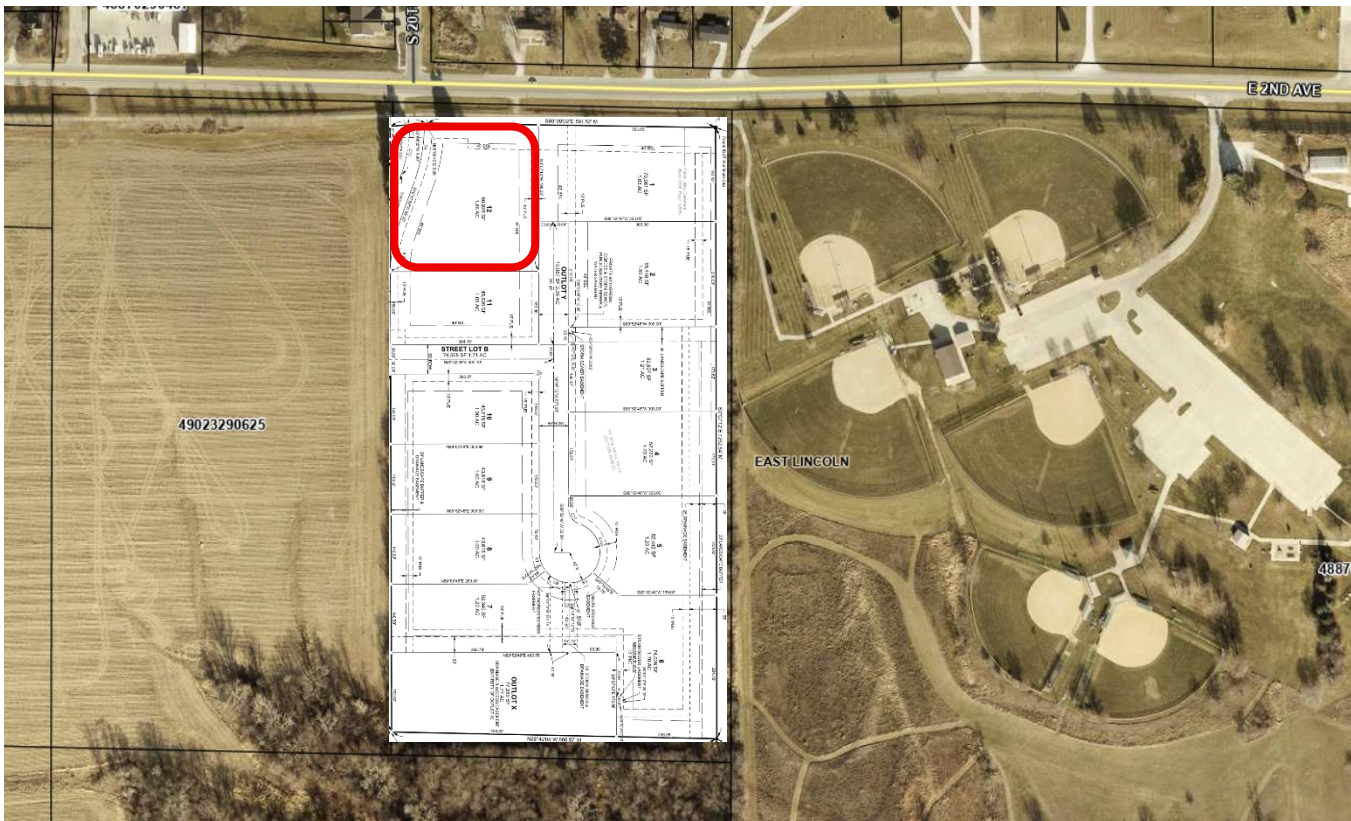
Location and Size:

Property is located south of Highway 92 and east of South 15th Street, containing approximately 1.86 acres.

Property Address:

To Be Assigned.

AREA MAP



ABOVE: Aerial of subject property (outlined in **RED**) in relation to the surrounding area.

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant / Undeveloped	Community Mixed Use / Industrial	C-2 (Highway Commercial District) and M-2 (General Industrial District)
North	Single-Family and Two-Family Residential	Low / Medium-Density Residential	R-2 (Single-Family Residential Attached District)
South	Agricultural	Community Mixed Use	A-1 (Agricultural / Open Space District)
East	Pickard Park	Parks and Recreation	A-1 (Agricultural / Open Space District)
West	Vacant / Undeveloped	Community Mixed Use	R-2 (Single-Family Residential Attached District)

PROJECT DESCRIPTION

The applicant is proposing a site plan for a commercial development. The proposed site plan for consideration is for a sales office and warehousing building that is approximately 80' x 90' and 6,000 square feet in area. The building will be approximately 25-feet in height. The subject property will be platted as Lot 12 of Pickard Commerce Park Plat 1.

Table 1 below summarizes the bulk regulations that are applicable to the proposed development. The site plan demonstrates compliance with the bulk regulations.

Table 1: Bulk Regulations for the C-2 Zoning District

Category	C-2 (minimum)
Front Yard Setback	40 feet
Rear Yard Setback	10 feet
Side Yard Setback	10 feet
Maximum Height Stories	50'

ACCESS AND PARKING

Access into the site will be from South 20th Street.

A total of six parking spaces are required (1 space per 250 sq for construction sales and 1 space per 10,000 sf of warehousing) for the property. The applicant is providing nine spaces, including one accessible space. The proposed site plan meets the parking requirements.

SIDEWALKS / TRAILS / TRAFFIC

A 5' sidewalk will be installed along the duration of the property adjacent to South 20th Street. The required 5' pedestrian walkway has not yet been shown on the site plan.

UTILITIES

The site will be serviced with public utilities, which exist and will be installed in the immediate vicinity. Stormwater detention will be provided in a basin at the south end of the site.

LANDSCAPING & OPEN SPACE

A minimum of 20% of the project area is required to be open space. The total amount of open space proposed is 86.21%. The plantings shown on the landscape plan meet the minimum requirements of the Landscape & Open Space Ordinance.

ELEVATIONS

Colored building elevations are included for review. The building is proposed to be constructed of Class 3 metal panels, accent metal panels, stone veneer and windows. The elevations demonstrate compliance with the building design standards.

STAFF RECOMMENDATION

The proposed site plan is in general conformance with the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan. Staff recommends approval of the site plan for Pickard Lot 12 subject to remaining staff comments.

SITE PLAN
FOR
PICKARD LOT 12
300 S 20TH STREET
CITY OF INDIANOLA, WARREN COUNTY, IOWA

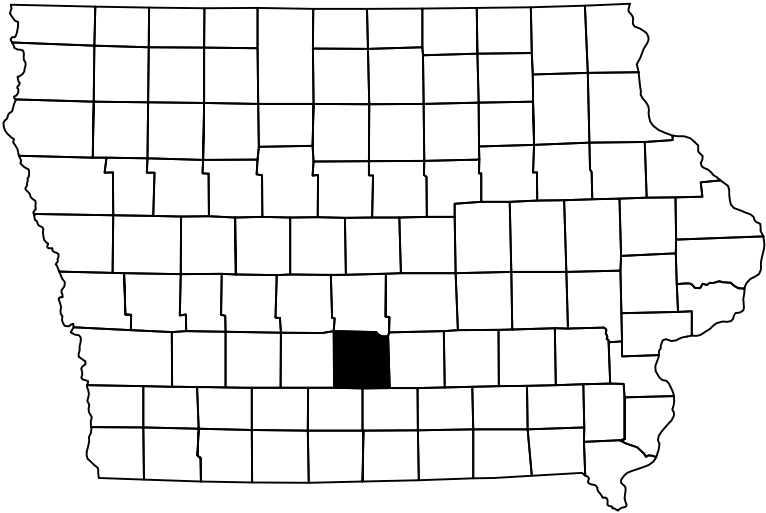
OWNER / DEVELOPER
I-TOWN INVESTMENTS GROUP, LLC
209 E SALEM AVENUE
INDIANOLA, IA 50125
CONTACT: CODY SINCLAIR
PHONE: 515-238-2877
EMAIL: CJS.NEWERAHOMES@HOTMAIL.COM



VICINITY MAP

Sheet List Table

- C100 TITLE SHEET
- C101 PROJECT INFORMATION
- C200 DIMENSION PLAN
- C300 GRADING AND EROSION CONTROL PLAN
- C400 UTILITY PLAN
- C500 PLANTING PLAN



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

Jason A. Ledden 07/11/2025
Jason A. Ledden, P.E. Date

License Number P24117
My License Renewal Date is December 31, 2026
Pages or sheets covered by this seal:
C100 - C400

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Clay R. Schneckloth 07/11/2025
Clay R. Schneckloth, PLA Date

License Number 512
Pages or sheets covered by this seal:
C500

License Expires:
June 30, 2025

PICKARD LOT 12

TITLE SHEET

INDIANOLA, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.

Project No: 125.0620.01

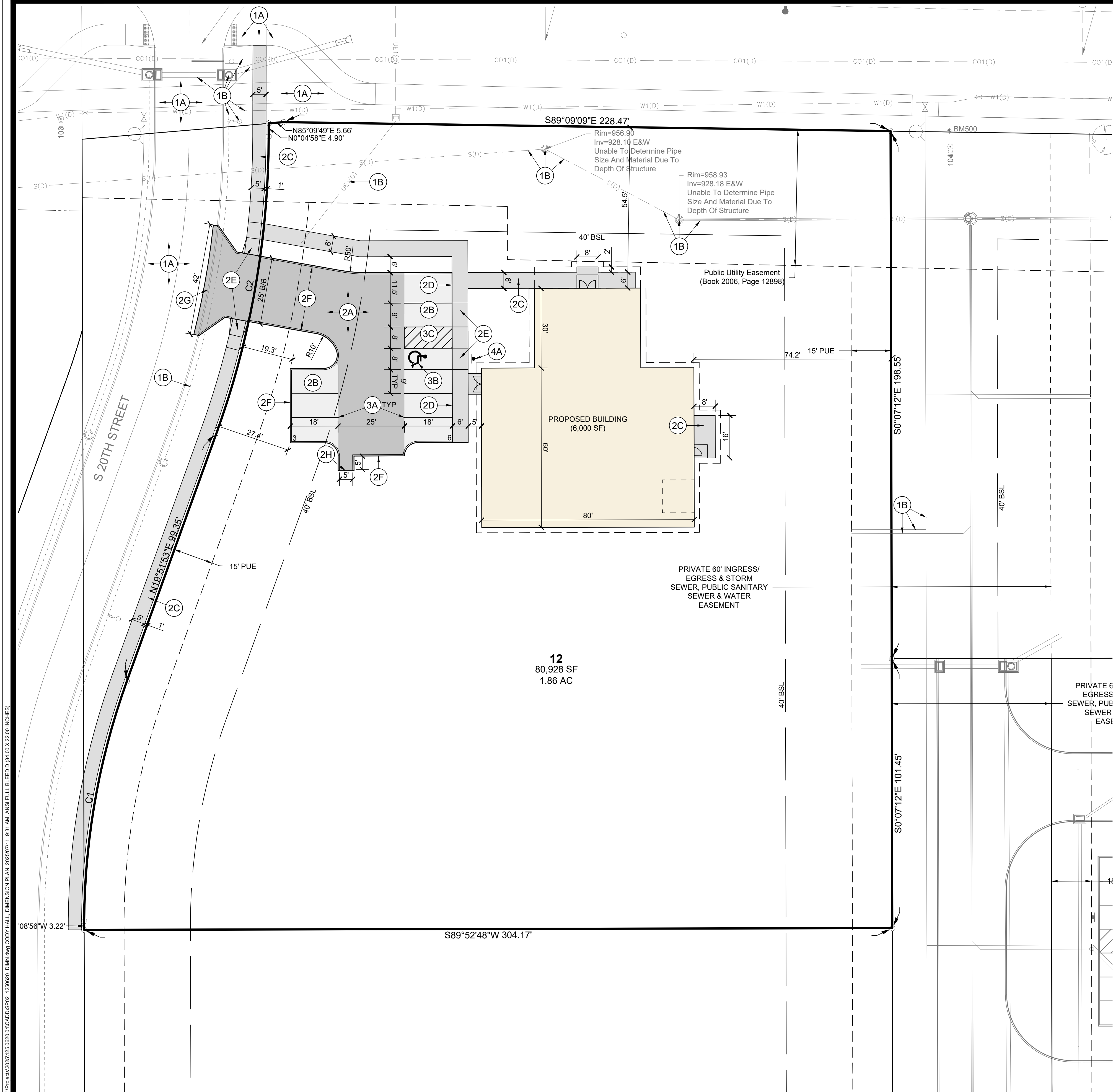
Sheet C100

1	PER CITY COMMENTS	06/12/25	TLS
MARK	REVISION	DATE	BY
Engineer: CJS	Checked By: JAL		
Technician: TLS	Date: 05/23/2025		
T-R-S: TTN-RRW-SS			Scale: 1" = 500'

Sheet C100

Project No: 125.0620.01

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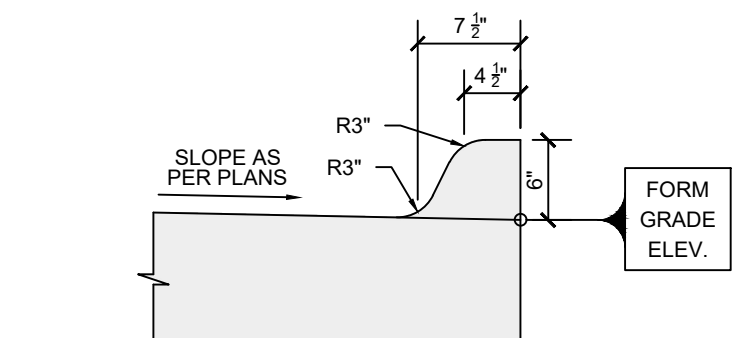


DIMENSION PLAN CONSTRUCTION NOTES

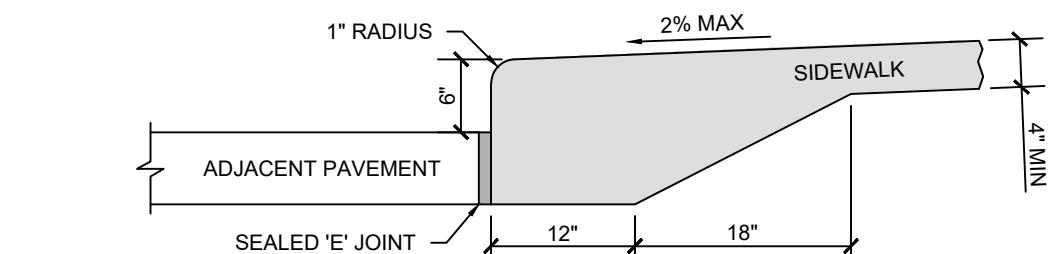
- EXISTING FEATURES, PROTECT THE FOLLOWING:
 - PAVEMENT TO REMAIN.
 - EXISTING UTILITIES. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY.
- PAVEMENTS, PROVIDE THE FOLLOWING WHERE INDICATED ON PLAN:
 - 7" DEPTH PCC PAVEMENT ON 12" PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 6" DEPTH PCC PAVEMENT ON 12" PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 5" DEPTH PCC SIDEWALKS ON 6" PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - INTEGRAL SIDEWALK AND CURB. SEE DETAIL ON THIS SHEET.
 - PEDESTRIAN RAMP WITH A MAXIMUM SLOPE OF 8.33%. PROVIDE DETECTABLE WARNINGS WHERE SHOWN.
 - 6" STANDARD CURB. SEE DETAIL ON THIS SHEET.
 - CONNECT TO EXISTING PAVEMENT WITH TYPE "A" DRIVEWAY CONNECTION (7030.101). MATCH EXISTING ELEVATIONS.
 - 5' CURB OPENING.
- PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
 - 4" WIDE PAINTED PARKING STALL LINES.
 - PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
 - ACCESSIBLE AISLE. 45° STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.
- SIGNS, PROVIDE THE FOLLOWING:
 - PROVIDE VAN ACCESSIBLE PARKING SIGNAGE AS PER ADAAG REQUIREMENTS.

PAVEMENT LEGEND

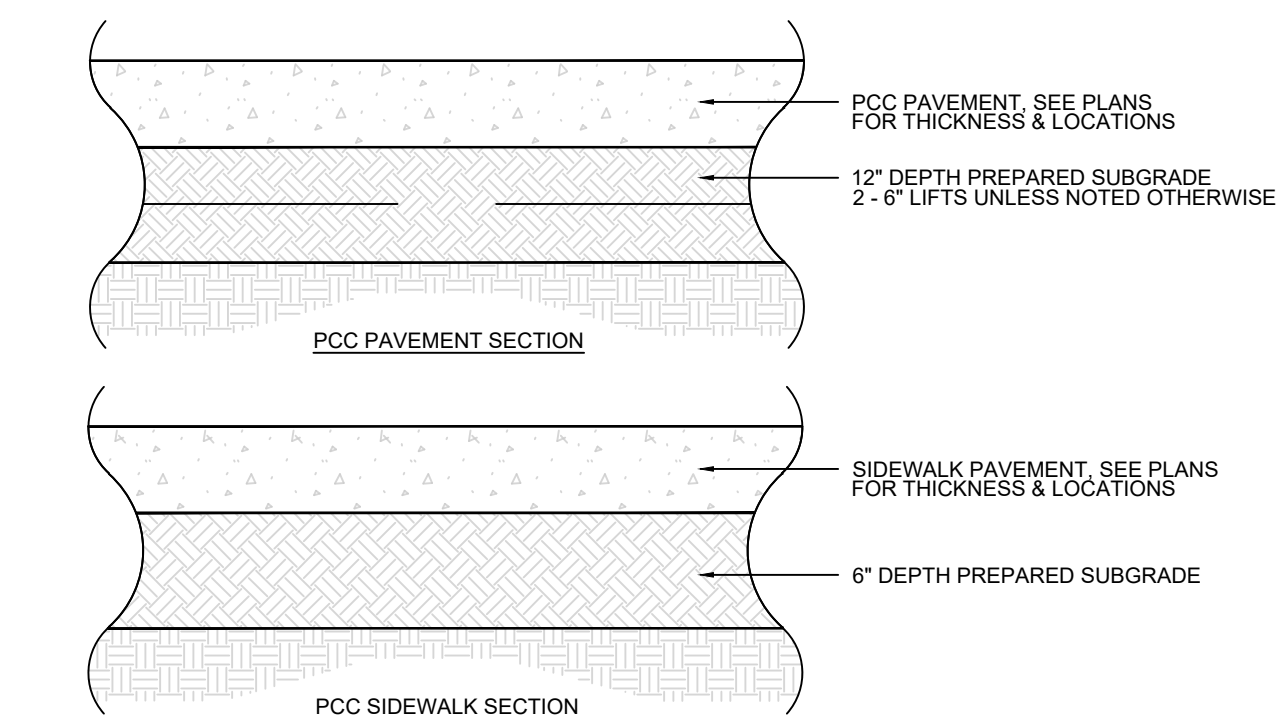
- 5" PCC SIDEWALK
- 6" PCC PAVEMENT
- 7" PCC PAVEMENT



1 6-INCH STANDARD CURB
C200 NO SCALE

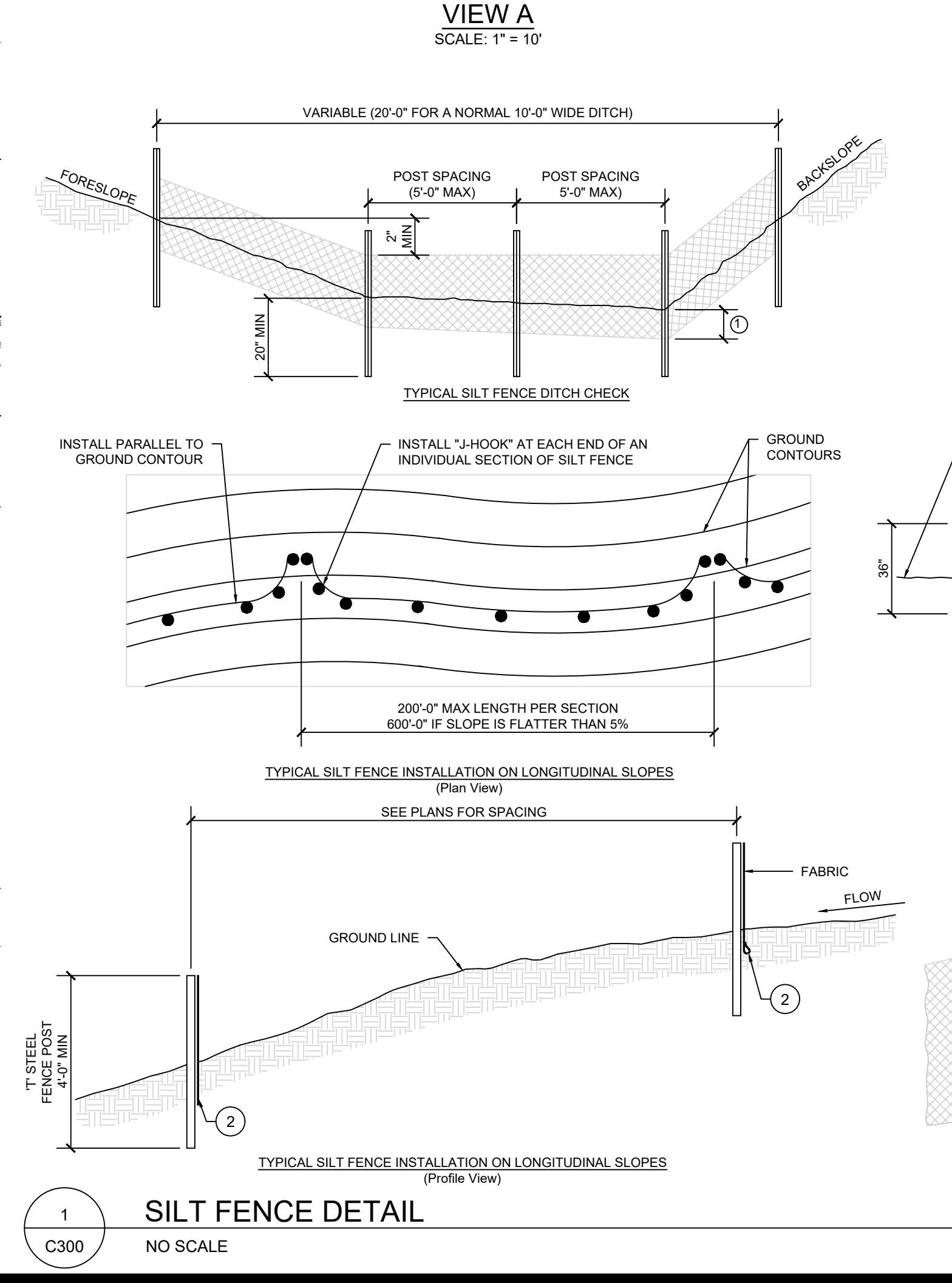
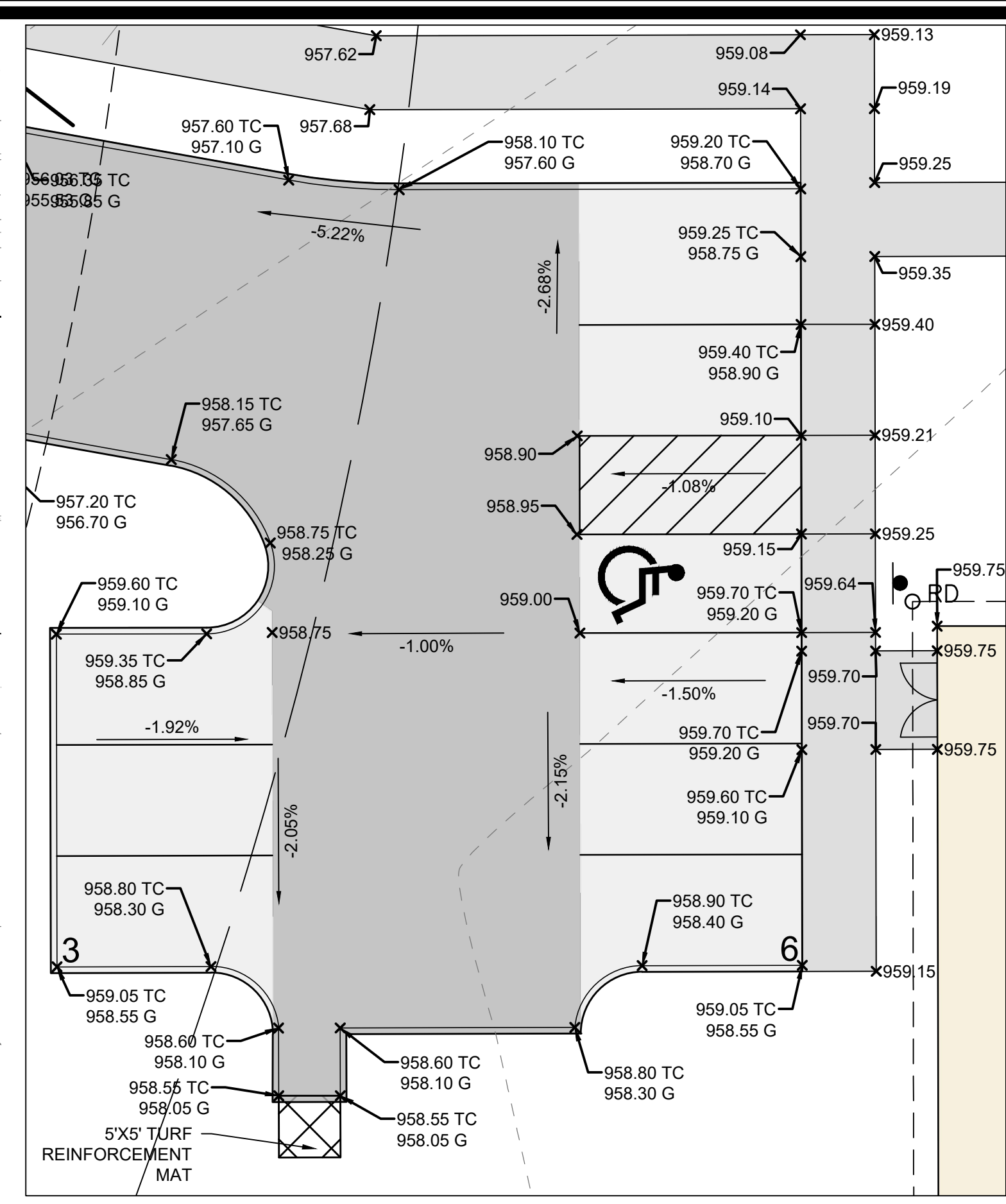
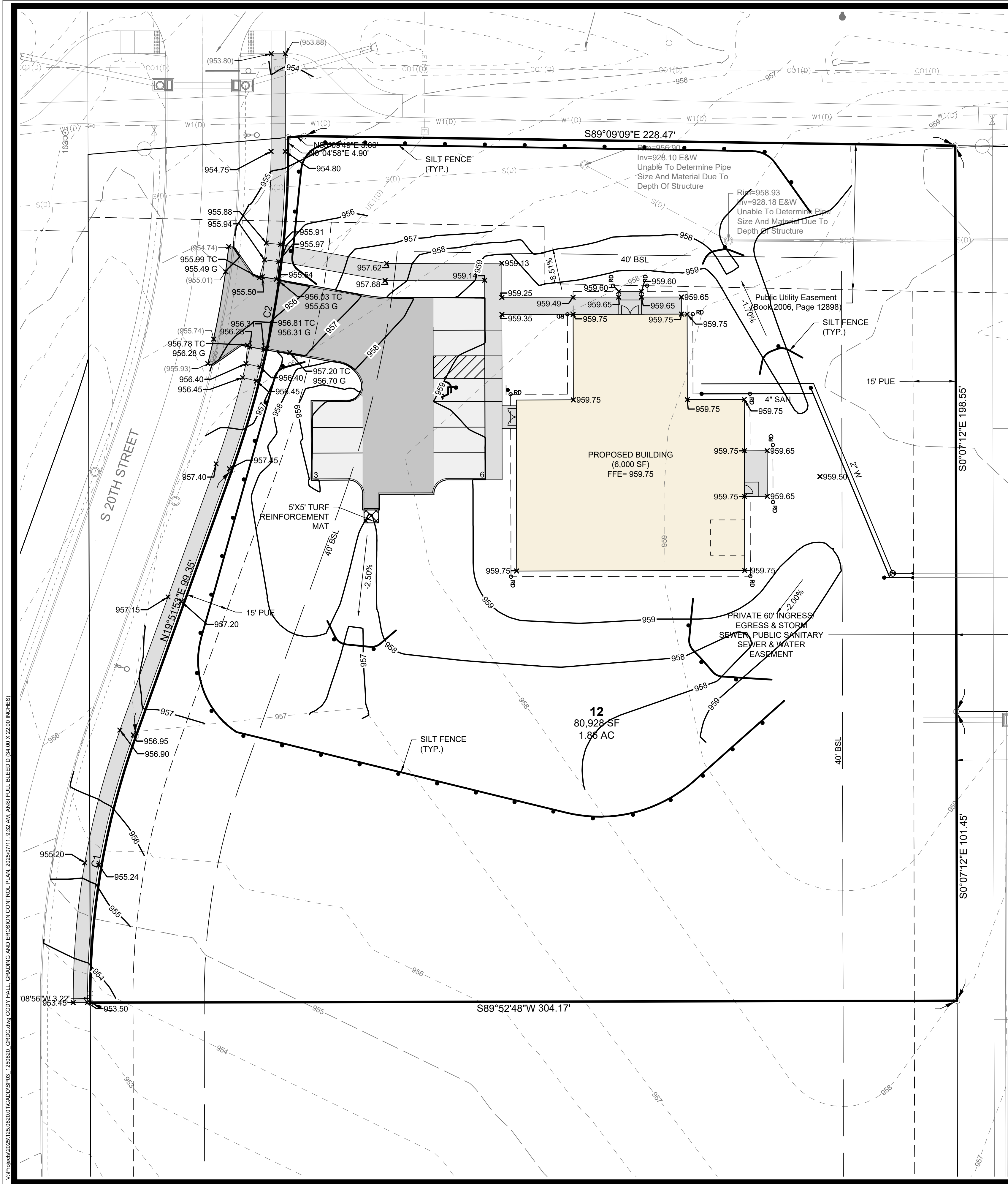


2 INTEGRAL SIDEWALK AND CURB DETAIL
C200 NO SCALE



3 TYPICAL PAVEMENT CROSS SECTIONS
C200 NO SCALE

PICKARD LOT 12		INDIANOLA, IOWA		Sheet C200	
DIMENSION PLAN		SNYDER & ASSOCIATES, INC.		Project No: 125.0620.01	
SNYDER & ASSOCIATES		2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020 www.snyder-associates.com		Sheet C200	
Project No: 125.0620.01		Sheet C200		Project No: 125.0620.01	



GRADING PLAN GENERAL NOTES

A. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.

B. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.

C. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.

D. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.

E. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.

F. THE SOIL EROSION AND SEDIMENT CONTROL MEASURES SPECIFIED ON THIS PLAN ARE THE MINIMUM REQUIRED. ADDITIONAL OR ALTERNATE CONTROL MEASURES MAY BE NECESSARY DUE TO CONDITIONS CREATED BY WEATHER OR LACK OF MAINTENANCE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL OR ALTERNATE CONTROL MEASURES THAT MAY BE NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE CITY.

QUANTITIES

SEEDING AND MULCHING = 1.5 AC
SILT FENCE = 715 LF

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500 N=7413147- E=18543942- Z=953.55
SE BOLT ON HYDRANT LOCATED AT SE QUADRANT E TRAIL RIDGE AVE & N 3RD LN. (AS SHOWN ON SURVEY)

BM501 N=7413921- E=18545733- Z=914.00
BURY BOLT ON HYDRANT LOCATED EAST SIDE N 8TH ST. +150' NORTH OF N 8TH CT. (AS SHOWN ON SURVEY)

BM502 N=7413884- E=18543883- Z=947.41
BURY BOLT ON HYDRANT LOCATED +20' SW OF SE CORNER THEISENS

PER CITY COMMENTS	REVISION	DATE	BY
1	MARK	06/12/25	TLS

Engineer: CUH
Checked By: JAL
Technician: TLS
Date: 05/23/2025
Scale: 1" = 20'
T-R-S: TTN-RRW-SS

Project No: 125.0620.01

INDIANOLA, IOWA

PICKARD LOT 12

GRADING AND EROSION CONTROL PLAN

SNYDER & ASSOCIATES, INC.

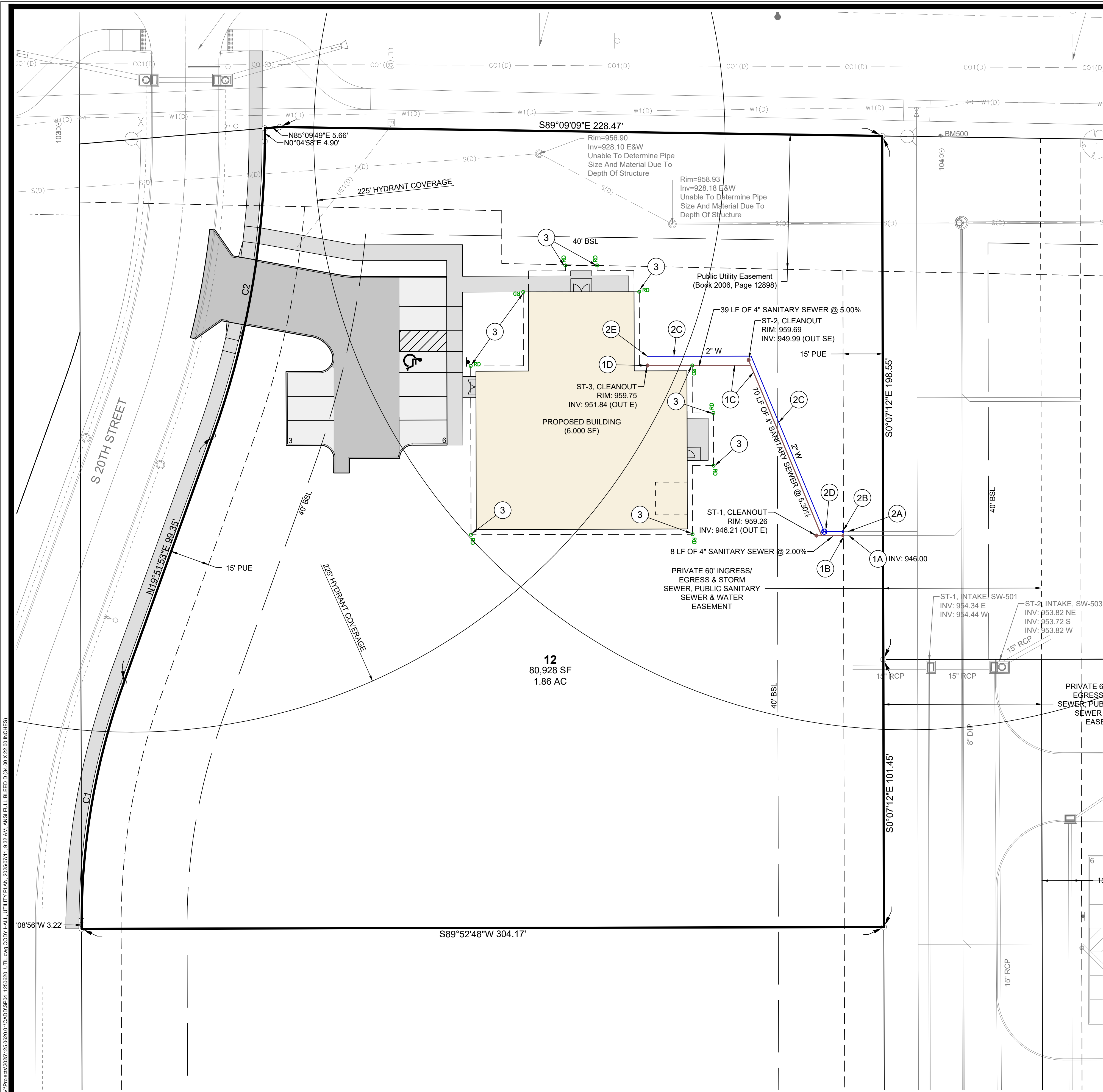
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 125.0620.01

Sheet C300

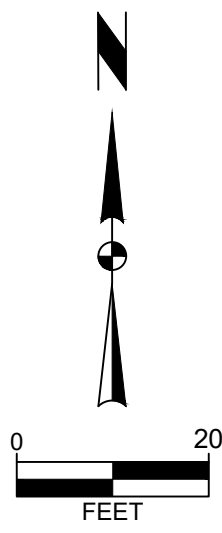
SNYDER & ASSOCIATES

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UTILITY PLAN CONSTRUCTION NOTES

- SANITARY SEWER SERVICE, PROVIDE AND INSTALL THE FOLLOWING:
 - CONNECT TO EXISTING SANITARY SEWER SERVICE STUB WITH MAX ADAPTOR COUPLING. VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
 - 6" X 4" ECCENTRIC REDUCER WITH FLAP SIDE UP.
 - 4" SDR 23.5 PVC SANITARY SEWER SERVICE LINE AT 2.00% MINIMUM SLOPE (1/4" PER FOOT). PROVIDE 1:1 RISER AS NECESSARY AT SERVICE CONNECTION TO MATCH INVERT AT CLEANOUT. STUB TO BE CLEANED, INSPECTED AND TESTED PER SUDAS SECTION 4060.
 - COORDINATE THE EXACT LOCATION AND DEPTH WHERE SANITARY SEWER SERVICE LINE ENTERS THE BUILDING WITH THE ARCHITECTURAL AND MECHANICAL PLANS PRIOR TO CONSTRUCTION.
- WATER SERVICE AT 5.5' MINIMUM BURY DEPTH. PROVIDE THE FOLLOWING AS PER CITY OF INDIANOLA REQUIREMENTS AND GUIDELINES:
 - CONNECTION TO EXISTING 8" WATER SERVICE.
 - 8" X 2" REDUCER.
 - 2" WATER SERVICE LINE.
 - 2" CURB STOP.
 - CONNECT TO BUILDING WATER SERVICE. COORDINATE WITH ARCHITECTURAL AND BUILDING PLANS PRIOR TO CONSTRUCTION.
- STORM SEWER ROOF DRAIN LOCATION. PROVIDE CONCRETE SPLASH BLOCK AT DOWNSPOUT. COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.



PICKARD LOT 12		INDIANOLA, IOWA		Sheet C400	
UTILITY PLAN					
SNYDER & ASSOCIATES, INC.		2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020 www.snyder-associates.com		Project No: 125.0620.01	
SNYDER & ASSOCIATES				Sheet C400	
Project No: 125.0620.01					
Sheet C400					

PLANTING PLAN CONSTRUCTION NOTES

- A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).
- D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- E. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH IN A MIN 3-FOOT PERIMETER RING AROUND ALL TREES. PROVIDE VERTICAL CUT NATURAL GRADE TO A DEPTH OF 4-INCHES.
- F. PROVIDE 2-INCH RIVER GRAVEL PLACED TO A DEPTH OF 4-INCHES WITH WEED BARRIER FABRIC UNDERLAYMENT IN AREAS SHOWN ON PLAN. PROVIDE 6-INCH POWDER COATED BLACK STEEL EDGING WHEN NOT ADJACENT TO SIDEWALK.
- G. CONTRACTOR TO SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH 90/10 GREENYARD OR AN APPROVED EQUAL AT 450LBS / AC SEED RATE UNLESS NOTED OTHERWISE.

PRODUCT: GREENYARD 90 / 10 OR EQUAL.
AGRI LAND FS, INC
INDIANOLA, IA 50125
WWW.AGRILANDFS.COM
CONTACT: CURT MYERS
T: (515) 961-8408

H. ALL WIRE, TWINE AND BURLAP SHALL BE REMOVED FROM THE ROOT BALL OF TREES PRIOR TO PLANTING.

PLANTING PLAN REQUIREMENTS

LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF INDIANOLA SITE PLAN OPEN SPACE AND LANDSCAPING REQUIREMENTS)

OPEN SPACE REQUIREMENTS:

80,928 SF (1.86 AC) OVERALL PROPERTY X 20% MINIMUM OPEN SPACE = 16,186 SF OPEN SPACE REQUIRED
TOTAL HARD SURFACE (DRIVES, PARKING AND BUILDING) = 11,162 SF
TOTAL OPEN SPACE PROVIDED = 69,766 SF
69,756 SF / 80,928 SF = 86.21% TOTAL OPEN SPACE PROVIDED

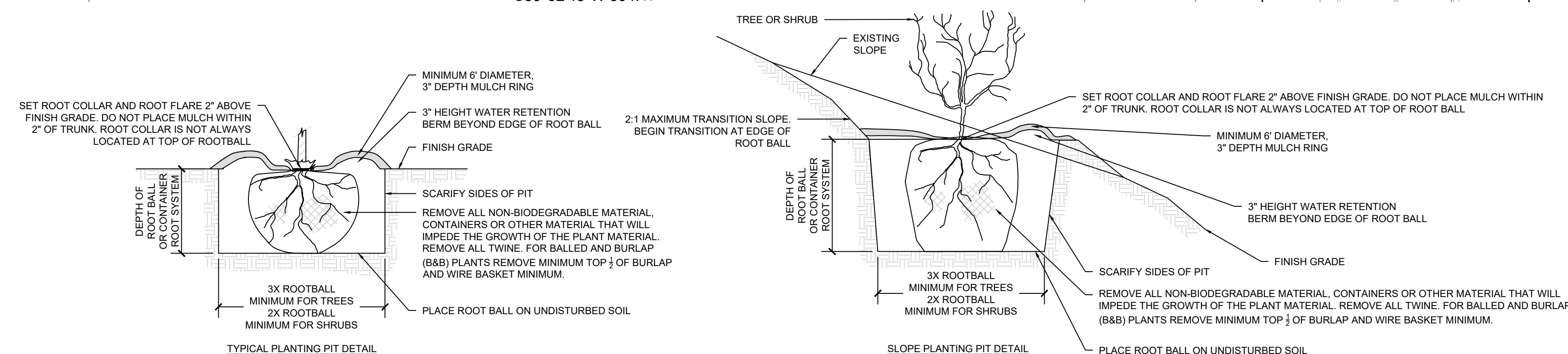
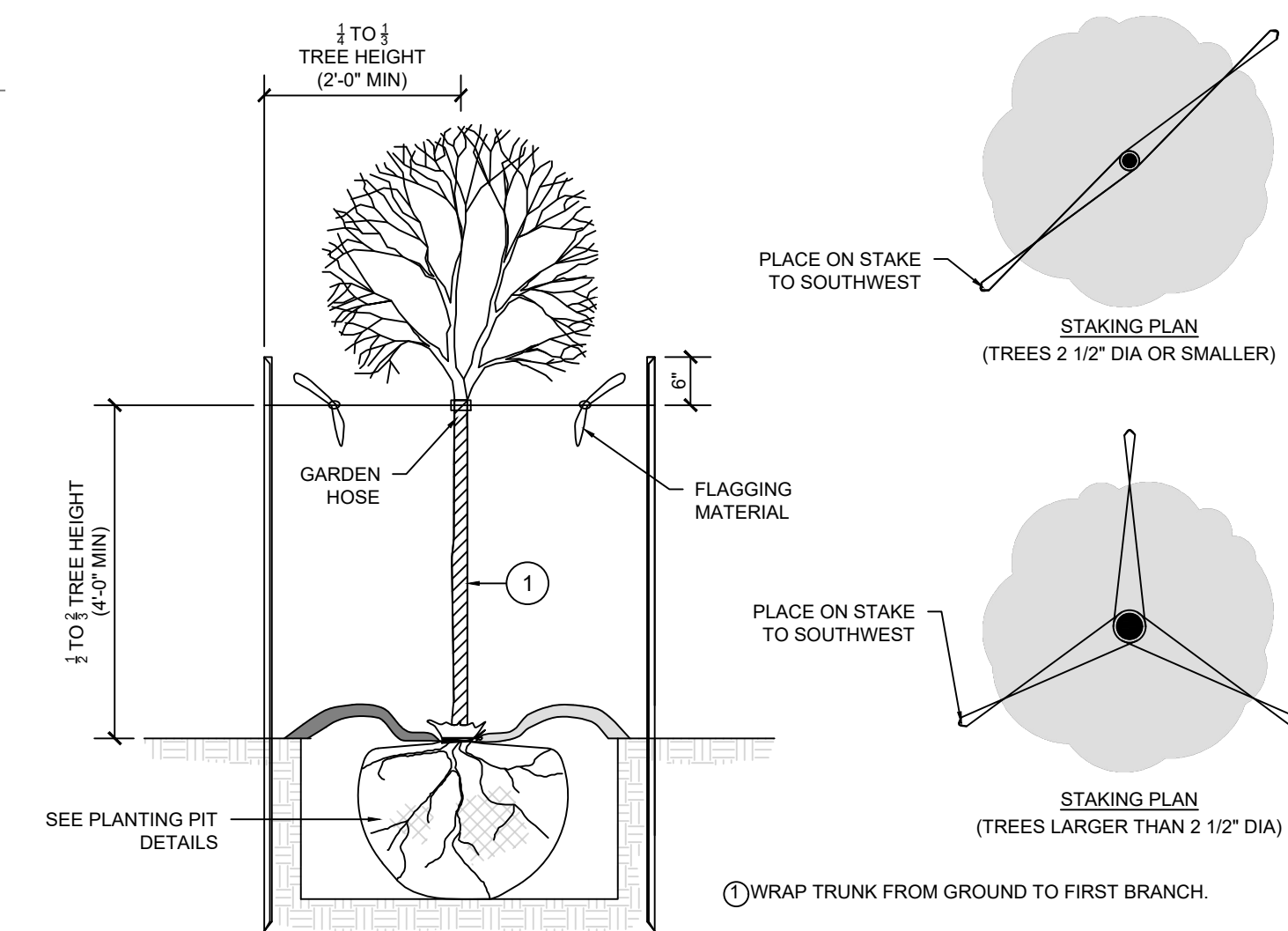
MINIMUM OPEN SPACE LANDSCAPE REQUIREMENTS:

1 DECIDUOUS SHADE TREE, 2 DECIDUOUS ORNAMENTAL TREES, 2 SHRUBS FOR EVERY 2,000 SF REQUIRED OPEN SPACE	
16,186 SQUARE FEET OPEN SPACE REQUIRED	
16,186 SF / 2000 SF	= 8.09 PLANT UNITS REQUIRED
8.09 PU X 1 SHADE TREE	= 8.09 DECIDUOUS SHADE TREES REQUIRED (9 PROVIDED)
8.09 PU X 2 ORN. TREES	= 16.18 DECIDUOUS ORNAMENTAL TREES REQUIRED (17 PROVIDED)
8.09 PU X 2 SHRUBS	= 16.18 SHRUBS REQUIRED (17 PROVIDED)

OFF-STREET PARKING LOT REQUIREMENTS:

90 LF OF PARKING / 50 = 1.8 PLANT UNITS REQUIRED
 1.8 PU X 1 DECIDUOUS SHADE TREE = 1.8 DECIDUOUS SHADE TREES REQUIRED (2 PROVIDED)
 1.8 PU X 2 DECIDUOUS ORNAMENTAL TREE = 3.6 DECIDUOUS ORNAMENTAL TREES (4 PROVIDED)
 SHRUB SCREEN FOR PARKING FACING THE STREET REQUIRED (SHRUB SCREEN PROVIDED)

PLANT SCHEDULE					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
TREES					
CO	2	Celtis occidentalis	Common Hackberry	2" Cal.	B&B
QR	5	Quercus rubra	Red Oak	1.5" Cal.	B&B
TA	4	Tilia americana	American Linden	1.5" Cal.	B&B
ORNAMENTAL TREES					
CE	5	Cercis canadensis	Eastern Redbud Multi-trunk	6' Ht.	B&B
MM	6	Magnolia stellata	Star Magnolia Multi-Trunk	5' Ht.	Pot
MS	4	Malus x 'Spring Snow'	Spring Snow Crabapple	1.5" Cal.	B&B
SR	6	Syringa reticulata	Japanese Tree Lilac	1.5" Cal.	B&B
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
SHRUBS					
BG	9	Buxus x 'Green Gem'	Green Gem Boxwood	3 gal.	Pot
HA	8	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	3 gal.	Pot
VC	6	Viburnum carlesii	Koreanspice Viburnum	3 gal.	Pot



1	PLANTING PIT DETAILS
C500	NO SCALE

2
C500

DECIDUOUS TREES STAKING DETAIL

NO SCALE

PICKARD LOT 12

PLANTING PLAN

INDIANOLA, IOWA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.



SNYDER
& ASSOCIATES

Project No: 125.0620.01

Sheet C500

Project No: 125.0620.01

Sheet C500



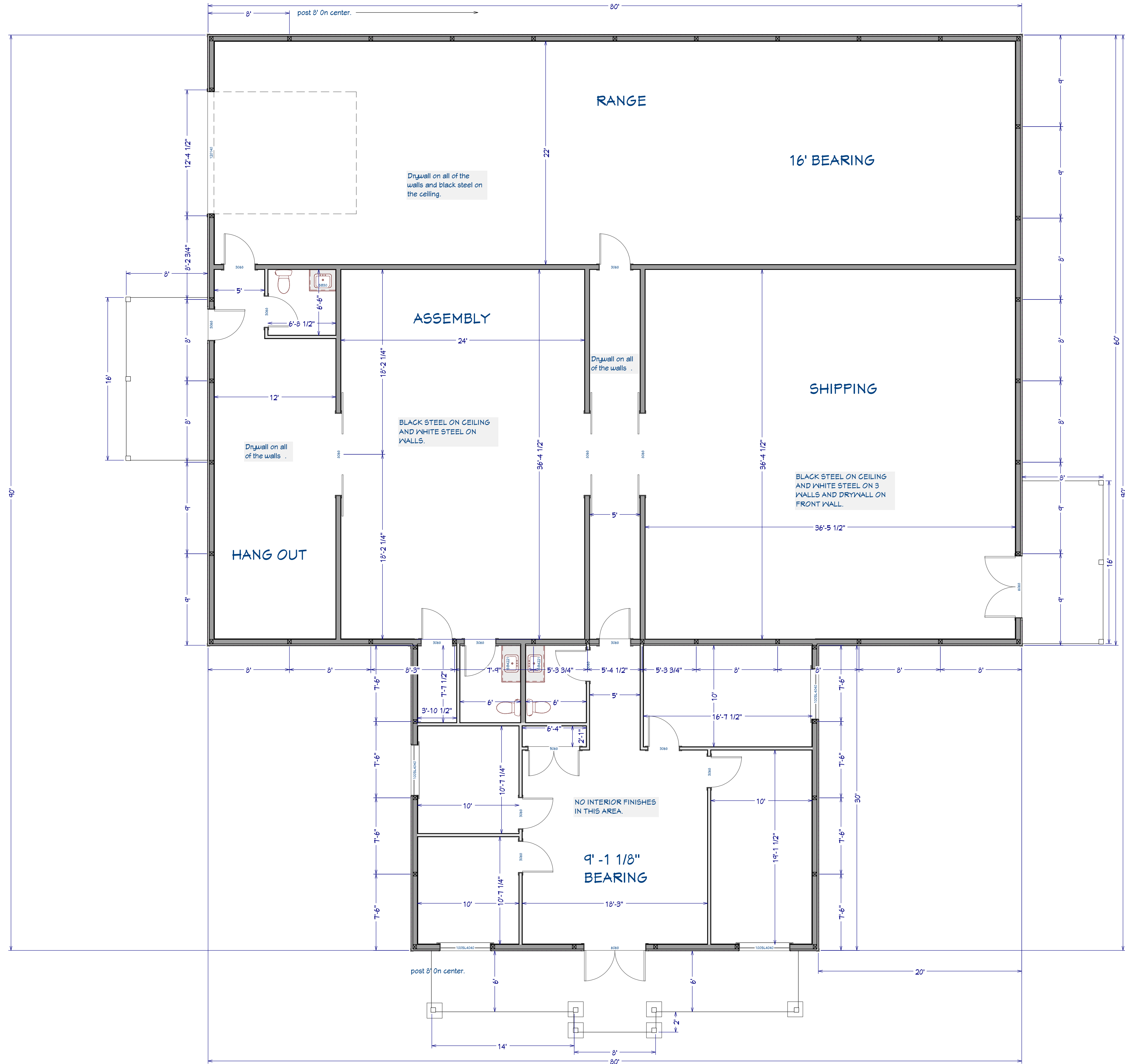
PLAN IS TO SCALE WHEN PRINTED ON 24X36 (ARCH D) PAPER

DAVIDSON
CONSTRUC
TION is not
liable for
indirect
damages of
any kind.
Including,
but not
limited to,
loss of
anticipated
profits, or
other
economic
loss arising
out of the
use of any
construction
plans
received
from
DAVIDSON
CONSTRUC
TION. It is
the
customers
responsibility
to ensure
accuracy
and
compliance
with
regulations
prior to their
use.

DUDLEY
BUILDING

DRAWINGS PROVIDED BY:
STEVE DAVIDSON
YODER LUMBER
641 680 8833

DATE:
6/20/2025
SCALE:
SHEET:
P-1



LIVING AREA
5450 SQ. FT.



PLAN IS TO SCALE WHEN PRINTED ON 24X36 (ARCH D) PAPER

DAVIDSON CONSTRUCTION is not liable for indirect damages of any kind. Including, but not limited to, loss of anticipated profits, or other economic loss arising out of the use of any construction plans received from DAVIDSON CONSTRUCTION. It is the customers responsibility to ensure accuracy and compliance with regulations prior to their use.

DUDLEY
BUILDING

DRAWINGS PROVIDED BY:
STEVE DAVIDSON
YODER LUMBER
641 680 8833

DATE:

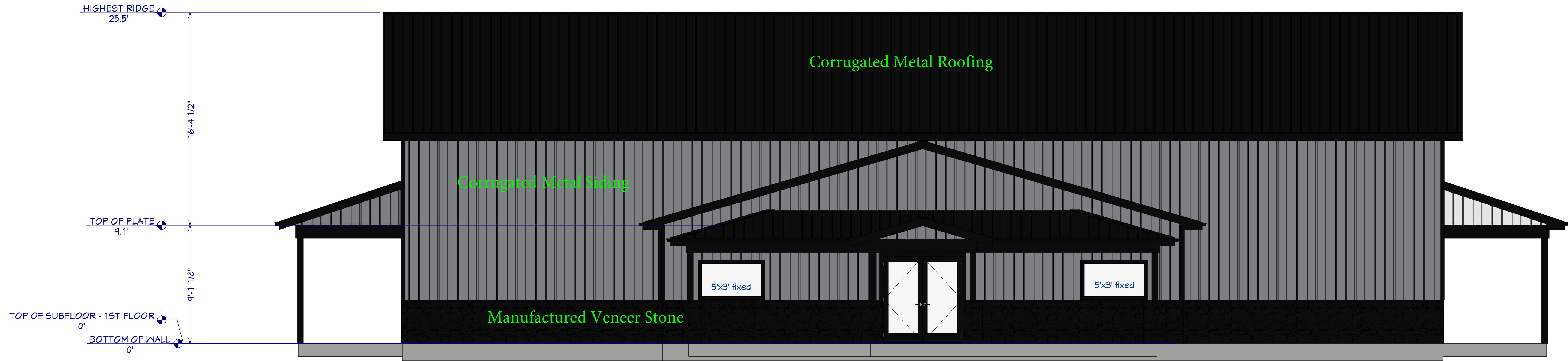
6/20/2025

SCALE:

1/4"=1'

SHEET:

P-2



Exterior Elevation Front



Exterior Elevation Left

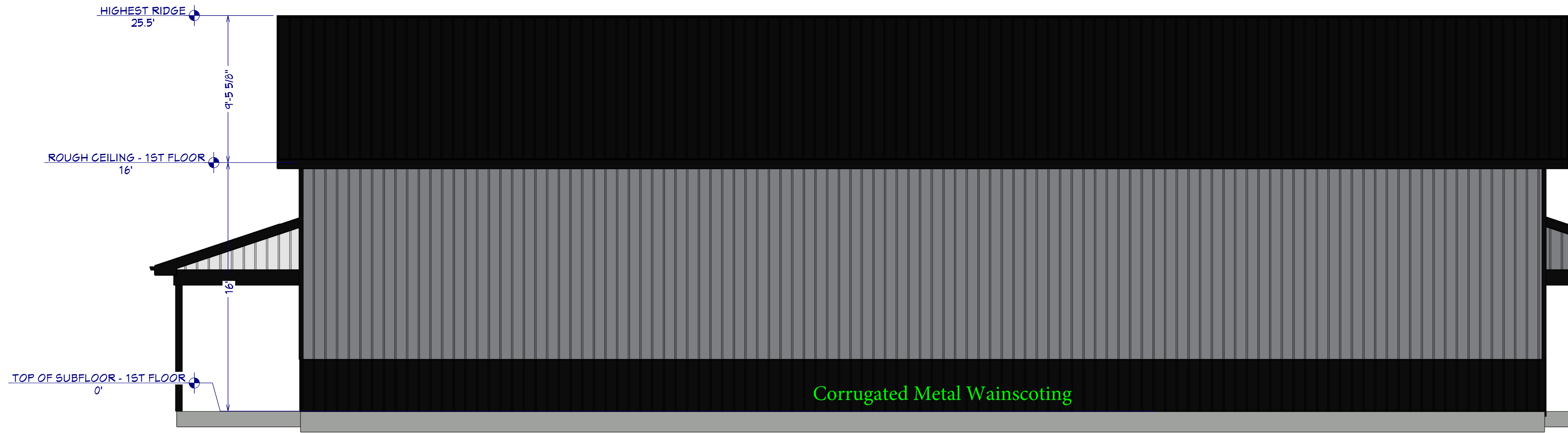
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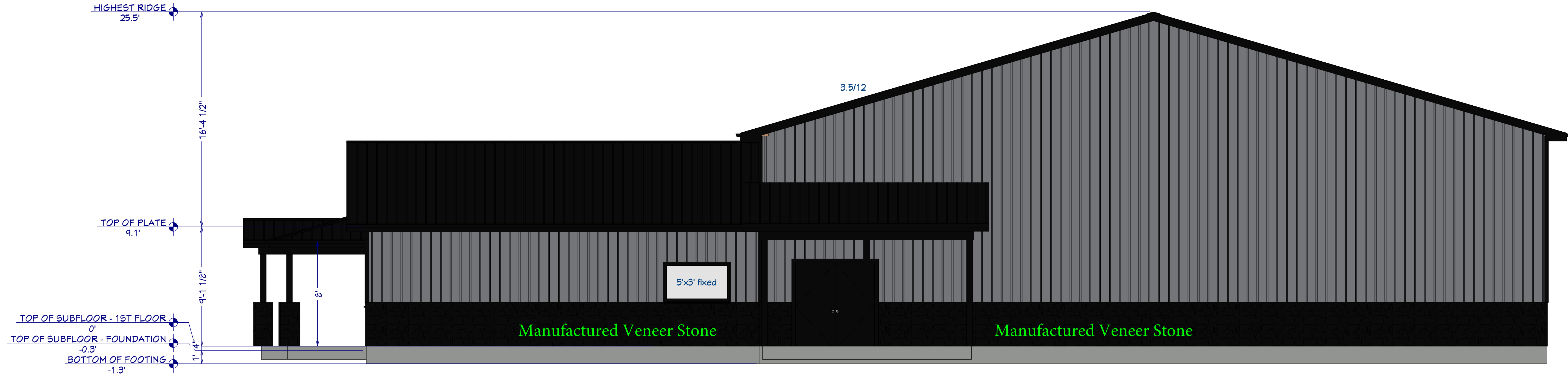
DUDLEY
BUILDING

DRAWINGS PROVIDED BY:
STEVE DAVIDSON
YODER LUMBER
641 680 8833

DATE:
6/20/2025
SCALE:
1/4"=1'
SHEET:
P-3



Exterior Elevation Back



Exterior Elevation Right

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DUDLEY BUILDING

DRAWINGS PROVIDED BY:
STEVE DAVIDSON
YODER LUMBER
641 680 8833

DATE:

6/20/2025

SCALE:

1/4"=1'

SHEET:

P-4

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING THE SITE PLAN FOR PICKARD LOT 12
(300 SOUTH 20TH STREET)**

WHEREAS, the City of Indianola, Warren County, State of Iowa, is a duly organized Municipal Organization; and

WHEREAS, the City of Indianola Planning and Zoning Commission reviewed and recommended approval of a Site Plan for Pickard Lot 12 on June 10, 2025; and

WHEREAS, the Site Plan for Pickard Lot 12 is in general conformance with section §165 – *Zoning Regulations* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for Pickard Lot 12 is in general conformance with section §165.08 – *Open Space, Landscaping and Buffering* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for Pickard Lot 12 is in general conformance with section §165.09 – *Building Design Standards* of the Indianola Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, on this 21st day of July 2025, that the Site Plan for Pickard Lot 12 be approved subject to remaining staff comments.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: July 21, 2025
Subject: Indianola Downtown Facade Revitalization Program

Introduction: The plans and specifications for the Indianola Downtown Facade Revitalization Program have been developed and bids for the project were received on Tuesday, July 15.

Background: On May 22, 2024, the City of Indianola was notified that it had received a CDBG Downtown Revitalization Grant in the amount of \$650,000. The City also committed to providing up to \$350,000 for the project at the November 20, 2023 council meeting. Eight buildings were identified in the application: 126 N Howard, 107 E Salem, 106 E Salem, 101 E Salem, 102 S Howard, 104 S Howard, 105 S Howard, and 101 W Salem. The funding will be used for exterior renovations of the building facades.

Discussion: The City Council is required to hold a public hearing on the plans, specifications, form of contract and estimate of cost for this project. The engineer's estimate was \$1,096,991.78. The form of contract is the Design, Bid, Build - AIA104-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor. After public comment, the Council shall consider approving the same.

The City of Indianola received two bids for this project. Cornerstone Commercial Contractors had the low bid at \$1,198,027. Curtis Architecture is reviewing the bid with Cornerstone and will perform value engineering where possible.

Representatives from MIPA and Curtis Architecture will be available at the Council meeting on July 21 to answer any questions.

Budget Impact:

Recommendation:

Attachments:

1. Indianola Specification Booklet - Final (1)
2. Indianola DTR CD PDF Set Final - 06-05-2025 (1)
3. Bid Tabulation

Architectural Specifications

INDIANOLA FAÇADE IMPROVEMENTS

INDIANOLA, IA 50125

Owned by:

City of Indianola

110 North 1st Street

Indianola, IA 50125

Bill Mettee

Email – bmettee@indianolaiowa.gov

515 962-5276

ARCHITECT'S PROJECT: NO. 2407

Date Issued:

June 4th, 2025

ARCHITECT:

RODNEY L. CURTIS, AIA

3408 Woodland Ave. Suite 302

West Des Moines, Iowa 50266

Email – rod.curtis@curtisarchitecture.com

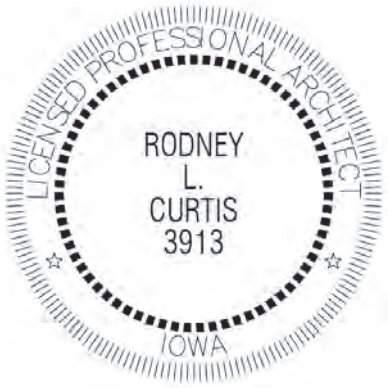
641-660-9625



SEALS PAGE

The following are the certification and seal of the Architect.

Certification and seal are for **Indianola Façade Improvements** located along around the central downtown square of **Indianola, Iowa.**

	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa. 6-4-2025 Rodney L. Curtis, AIA #3913 (date) Pages or sheets covered by this seal: Project Manual Sections 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32,&33 Date Issued: November 03, 1997
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END OF SECTION 00 01 07

00 01 10

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Additional Attachments to Specification Booklet –

- A. Mortar Testing Report (Section 02 25 19)
- B.Asbestos Testing Report (Section 02 25 19) (Found at the end of the specification booklet, 148 pages total)
- C.Radon Testing Report (Section 02 25 19)

END OF SECTION 00 01 10

SECTION 00 01 15

LIST OF DRAWINGS

DRAWING SHEET TITLE

GENERAL

G1.0 DRAWING INDEX, PERSPECTIVES, GENERAL NOTES

ARCHITECTURAL

A1.0	126 N. Howard
A1.1	126 N. Howard
A2.0	107 E. Salem Ave.
A2.1	107 E. Salem Ave.
A3.0	106 E. Salem Ave.
A3.1	106 E. Salem Ave.
A4.0	101 E. Salem Ave.
A4.1	101 E. Salem Ave.
A5.0	102 S. Howard St.
A5.1	102 S. Howard St.
A6.0	104 S. Howard St.
A6.1	104 S. Howard St.
A7.0	105 S. Howard St.
A7.1	105 S. Howard St.
A8.0	105 S. Howard St. "North"
A9.0	101 W. Salem Ave.
A9.1	101 W. Salem Ave.

END OF SECTION 00 01 15

SECTION 00 11 13

INDIANOLA FAÇADE IMPROVEMENTS - CITY OF INDIANOLA, IOWA

Notice is hereby given that the Indianola City Clerk will be accepting sealed bids for the **INDIANOLA FAÇADE IMPROVEMENTS** project now on file in the Office of the City Clerk .

Sealed bids will be received at the Office of the City Clerk of the City of Indianola, Iowa located at 110 north 1st Street., in said City, until **11:00 A.M., Local Time, Tuesday, July 15th, 2025** for the construction of the project, as described in the Construction Documents.

Sealed proposals will be opened, and bids tabulated at a public meeting, presided over by the Mayor or his designee, in City Council Chambers in City Hall at **11:00 A.M., Local Time, Tuesday, July 15th, 2025**. Bids will be acted upon by the City Council at the hearing scheduled to be held at **6:00 P.M., Local Time, on Monday, July 21st, 2025** at the City Council Chambers in City Hall at 110 North 1st Street, Indianola, Iowa 50125.

Copies of said Contract Documents are available at the office of the City Clerk of Indianola for examination by the public. Construction Documents for private use may be viewed or obtained from Curtis Architecture & Design P.C., 3408 Woodland Ave. Suite 302, West Des Moines, Iowa 50266. A refundable deposit of Eighty dollars (\$80.00) shall be required for each complete set of documents; which is refundable upon receipt of the Drawings and Specifications, if the Construction Documents are returned in good condition within ten (10) days from the date of letting. Partial or separated documents will not be provided. Electronic documents may be obtained for no cost by request via email from Rod Curtis (Rod.curtis@curtisarchitecture.com) or (jacob@curtisarchitecture.com) with Curtis Architecture & Design P.C. A non-refundable postage and handling fee of Twenty-five dollars (\$25.00) will be added for each set of Construction Documents to be mailed. Special arrangements must be made for overnight mail delivery.

The project will include restoration of the front façade of select downtown buildings around Indianola's historic downtown square. All buildings will require special attention. Work will include, but not be limited to: new storefront window systems, tuckpointing, repainting, cement board panels and trim, new upper level windows, new doors, new wood framing, demolition, interior trim work, flooring, drywall, and lighting.

Bidder is encouraged to attend pre-bid conference at 11:00 A.M. local time on Wednesday, June 25th 2025, at the City Council Chambers, at 110 North 1st Street, Indianola, Iowa 50125. A tour of the included buildings will follow the conference.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a contract for the work bid upon, and will furnish after Award of Contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 5% of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instruction to Bidders, and shall be in the form of a cashier's check or a certified check drawn on an FDIC-insured bank in Iowa, or on an FDIC-insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa, or chartered under the laws of the United States; or a bid bond on the form provided in the Contract Documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the Specifications.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the

preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

The Contractor shall NOT include sales or use taxes in the bid. Pursuant to Iowa Code and Iowa Administrative Code, the Contractor will be authorized to purchase building materials that will be incorporated into real property on this project tax-free. Iowa Construction Sales Tax Exemption Certificates will be issued by the City, which will authorize suppliers of building materials to sell materials exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax to the entity listed on the certificate. Upon award of the Contract, the successful Contractor will be required to provide project information on the contractor, and each subcontractor and supplier requiring the exemption certificates. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

The Contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all proposals, re-advertise for new bids, to waive irregularities, and to accept any proposals, which in the opinion of the City Council, is deemed to be in the best interest of the City.

The City of Indianola reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids, and no bid may be withdrawn during this period.

Each successful Bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its Contract price. Said bond shall be issued by a responsible surety approved by City of Indianola, and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Indianola from claims and damages of any kind caused by the operations of the Contract.

The work on this project shall begin upon receipt of the Notice to Proceed, and be fully completed no later than June 1st, 2026.

CDBG Requirements.

HUD Section 3 - The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 V. All contractors and subcontractors must be registered with the Iowa Workforce Development and with the Federal SAM database.

Build America, Buy America Procurement Bid Language: This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.

Prevailing Wages and EEO Requirements. Bidders are advised that all wages are subject to the minimum wages as set forth in a Federal Wage Determination for this project. Bidders are also advised work under this Contract will be required to comply with Labor Standards Contract Provisions and Presidential Executive Order No. 11246.

Published upon order of the City Council of Indianola, Iowa.

Jacob Meshke,
City Manager, Indianola, Iowa

END OF SECTION 00 11 13

SECTION 00 20 00

INSTRUCTIONS FOR PROCUREMENT

1.01 PROJECT OWNER AND LOCATION ADDRESS

- A. City of Indianola
110 North 1st Street,
Indianola, Iowa 50125
 - 1. The term Owner is used throughout this document. For this project the owner is the City of Indianola, who has an easement on all participating properties for a set amount of time.
 - 2. The term Building Owner is used to call out the entity who owns the building.
- B. Building Locations
 - 1. 126 N. Howard
 - 2. 107 E. Salem
 - 3. 106 E. Salem
 - 4. 101 E. Salem
 - 5. 102 S. Howard
 - 6. 104 S. Howard
 - 7. 105 S. Howard
 - 8. 101 W. Salem

1.02 GENERAL INFORMATION

- A. You are invited to bid on a Construction Contract including but not limited to the following:
 - 1. **Project Description:** The project will include restoration of the front façade of eight downtown buildings in downtown Indianola, Iowa. The side façade of one building will be included. All buildings will require special attention. Work will include, but not be limited to: new storefront window systems on the side facade, tuckpointing, cement board panels and trim, new upper level windows, and lighting.
 - 2. **Time:** Construction shall begin within 15 calendar days after the execution of the contract by the City Council.
- B. The Owner will receive sealed bids until **11:00 A.M., Local Time, Tuesday, July 15th, 2025** at the City Clerk's Office at 110 North 1st Street, Indianola, Iowa 50125. Bids received after that time will not be considered. No Telephone, oral, telegraphic, facsimile bids or modifications will be accepted. Bids will be opened publicly.
- C. Sealed proposals will be opened and bids tabulated after **11:00 A.M., Local Time, Tuesday, July 15th, 2025** at the City Council Chambers, 110 North 1st Street, Indianola, Iowa 50125. The Owner reserves the right to reject any and all bids and to any minor irregularities in any proposal. The Contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all proposals, re-advertise for new bids, to waive irregularities, and to accept any proposals, which in the opinion of the City Council, is deemed to be in the best interest of the City.

1.03 BID DOCUMENT AVAILABILITY

- A. Complete sets of bidding documents are available at the office of Curtis Architecture & Design, P.C., 3408 Woodland Ave. Suite 302, West Des Moines, Iowa 50266, phone: 641-814-1500 / 641 660-9625 (cell) for a refundable deposit of \$80.00 per set.
 - 1. Deposit will be refunded if all documents are returned in a reusable condition within 10 days after award of the project. If the documents are not returned in a timely manner and in a reusable condition, the deposit will be forfeited. When requesting paper copies include company name, contact, address, phone number, and email, at a minimum. Deposit of the lowest responsible bidder shall not be returned, but additional sets shall be made available at no cost.
 - 2. Bidding documents will be mailed to contractors upon written request and prepayment (by check separate from the deposit check specified above) of

- \$25.00 to cover cost of wrapping, handling and shipping. This is for the contractor's convenience only, and the cost of this service is without refund.
3. Electronic (PDF) documents are available for no cost.
 - a. Curtis Architecture & Design P.C. assumes no responsibility for scaling errors on documents not printed by Curtis Architecture & Design P.C.
 - B. Drawings and Project Manuals will be available for use and inspection at:
 1. Curtis Architecture & Design – 3408 Woodland Ave. Suite 302, West Des Moines, IA 50266
 2. Indianola City Clerk's Office – 110 North 1st Street, Indianola, Iowa 50125
 3. Dodge Data and Analytics www.construction.com/projectcenter or MBI of IA
 - C. ALL inquiries are to be directed to Rodney L. Curtis, AIA, at Curtis Architecture & Design, P. C., 3408 Woodland Ave. Suite 302, West Des Moines, Iowa 50266, phone: 641-814-1500 / 641 660-9625 (cell). Email; rod.curtis@curtisarchitecture.com or jacob@curtisarchitecture.com
 - D. Except for documents issued to Bidder receiving award, all Bidding Documents shall be returned to the issuing office within 10 days following receipt of Bids.
 - E. Commencement of Work on this Project including site mobilization, on-site construction operations, ordering of materials and general project administration, shall begin immediately upon approval of the contract by the Owner.
 - F. Bidders and Sub-contractors shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 1.04 PRE-BID CONFERENCE**
- A. A Pre-Bid Conference will be included in this project at **11:00 A.M. local time on Wednesday, June 25th 2025** at the City Council Chambers, 110 North 1st Street, Indianola, Iowa 50125. Visitation to the site is strongly recommended by all general contractors bidding this project as to become familiar with the site and surrounding areas.
- 1.05 SUBMISSION OF BID**
- A. Each bid shall be on a copy of the form provided in the Bidding Documents. The Bid shall be enclosed in an envelope, bearing Bidder's name, endorsed as follows:

SEALED BID
"Indianola Façade Improvements"
 - B. Bid Security shall be enclosed in a separate envelope, bearing Bidder's name, endorsed as follows:

BID SECURITY
"Indianola Façade Improvements"
 - C. Bid Security and Performance Bond & Material and Labor Payment Bond:
 1. Each bidder shall accompany its bid with bid security in a separate sealed envelope, in the amount of five percent (5%) of the Bid (including Alternates), as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a Performance Bond & Material and Labor Payment Bond, in a form acceptable to the Owner, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the proposal, documentation from the contractors bonding company. The bidder's security shall be on the form AIA Document A310™-2010 or a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States. The bid shall contain no condition except as provided in the specifications. All Proposals and Bid Securities must have original signatures.
 2. Bid security acts as the measure of liquidated damages which the Owner will sustain by failure, neglect, or refusal of Bidder to deliver a signed contract stipulating performance of work in unqualified compliance with Contract

- Documents within ten days after notification of award of contract is given.
3. The Owner will return Bid security when submitted in the form of either a cashier's check or a certified check by any Bidder except the three lowest Bidders within forty-eight hours after opening.
 4. The Owner will return Bid securities (cashier's check, or certified check) within forty-eight hours of executing a contract with the successful Bidder.
 5. Include the cost of bid security in the Bid Amount
 6. If no contract is awarded, all security deposits will be returned.
- D. Notice to Proceed: The Owner will issue a Notice to Proceed after the Owner-Contractor Agreement is signed, and the insurance certificate(s) is received by the Owner. Work shall begin within ten (10) calendar days after the date set forth in the written Notice to Proceed, and shall be completed on or before.
- E. Qualification of Bidders and Bids:
1. An out-of-state bidder, if awarded a contract, will be required to submit evidence of authorization to do business in the State.
- F. An unincorporated out-of-state contractor will be required to furnish evidence of State Department of Revenue's receipt of bond guaranteeing payment of state income taxes on profit from project, for each year during construction.
- G. The Owner reserves the right to waive irregularities and to reject bids in whole or in part. The Bidder shall include all requested Forms and attachments with their submission of the Bid Form; failure to comply may be cause for rejection. No modification of submitted bids will be permitted in any form.
- H. No bid may be withdrawn for a period of 30 days after the date of bid opening.

1.06 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of the Owner, be declared unacceptable
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of the Owner, be waived.

CDBG Requirements.

HUD Section 3 –

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Build America, Buy America Procurement Bid Language: This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.

Prevailing Wages and EEO Requirements. Bidders are advised that all wages are subject to the minimum wages as set forth in a Federal Wage Determination for this project. Bidders are also advised work under this Contract will be required to comply with Labor Standards Contract Provisions and Presidential Executive Order No. 11246.

END OF SECTION 00 20 00

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1.01 GENERAL

- A. To be considered, Bids must be made in accordance with these Instructions to Bidders and items included on the Bid Form.

1.02 QUESTIONS

- A. Submit questions pertaining to the Bidding Documents to the Architect, Curtis Architecture & Design, P.C. ALL inquiries are to be directed to Rod Curtis, AIA, at Curtis Architecture & Design, P.C., 3408 Woodland Ave. Suite 302, West Des Moines, Iowa 50266. (641) 660-9625. Email – rod.curtis@curtisarchitecture.com or jacob@curtisarchitecture.com
 - 1. Bidders must carefully examine and compare the Bidding Documents, examine the site and local conditions and at once report any ambiguity, inconsistency, or error discovered. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect for interpretation or correction. Such requests must reach the Architect at least 72 hours prior to bid time.
 - 2. The Architect will issue any and all interpretations, corrections, revisions and amendments to all holders of Bidding Documents in the form of a written addendum. Addendum will be transmitted 72 hours prior to bid time to all who are known by Curtis Architecture to have received a complete set of Bidding Documents.
 - 3. Only those interpretation, corrections, revisions, and amendments confirmed by written addenda are binding. Bidders are cautioned to refrain from including in their bid any interpretations, corrections, revisions, or amendments which are not confirmed by written addenda.
- B. Replies which revise the Bidding Documents will be issued to all Bidding Document holders of record as Addenda to the Bidding Documents and will become a part of the Contract. The Architect and the Owner will not be responsible for oral clarifications.
- C. Questions less than 72 hours prior to bid time will not be answered by Architect. Refer to Section 00 70 00 Part 1.02 EXECUTION, CORRELATION, AND INTENT for questions after this point.

1.03 SUBSTITUTIONS

- A. Substitute products will be considered as follows.
- B. Where Bidding Documents stipulate a specific product, a substitute product will be considered when written request is received by the Architect by date specified as follows:
 - 1. Substitution request will be received **up to 72 hours prior to the bid date**.
 - 2. If circumstances do not permit a request to be submitted **at least 72 hours prior to Bid Date**, the proposed substitution may be submitted after the Contract is awarded only under circumstances set forth in Section 01 60 00. All such Substitution Requests shall include the value of additions to or deductions from the Contract amount, including the value of revisions to other work required to accommodate the substitution.
- C. Each request shall clearly describe the product for which approval is asked, and shall include all data necessary to demonstrate acceptability, as outlined in Section 01 60 00
- D. The Architect will list acceptable products in an Addendum.

1.04 CONTRACT TIME

- A. The Bidder, in submitting a Bid, accepts the completion date stated on the Bid Form for performing the Work, or clearly states another completion date on the bid form.

1.05 BASIS OF BIDS

- A. The Bidder shall include all requested Forms and attachments with their submission of the Bid Form; failure to comply may be cause for rejection.
 - 1. Bid submissions shall include all requested Allowance amounts and Bid Alternate

costs.

- B. Bid shall include all applicable costs associated with providing a free and clear product to the Owner including, but not restricted to, taxes, crating, shipping costs, delivery to site, and installation costs.
- C. Suppliers or Subcontractors shall omit Iowa Sales and Use Taxes as well as Local Option Sales Taxes when applicable, as part of their quotations to the Bidding Contractor. See Section 00 70 00 3.07 Taxes.
- D. **A contingency allowance shall be included in the Contractor's base bid amount as identified in Section 01 20 00 of the project specifications. The contingency allowance amount shall be 5% of the Base Bid amount unless otherwise specified. Provide an 8% contingency for 126 N Howard and an 8% contingency for 105 S Howard.**
- E. No modification of submitted bids will be permitted in any form.
- F. **The lowest bidders will have three days after acknowledgment to provide the architect with a schedule of values breaking down costs for each building within the project's scope of work.**

1.06 SUBCONTRACTORS

- A. The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract:
 - 1. Must be acceptable to the Owner.
 - 2. Must be registered in the State of Iowa and have contractor's registration number.
 - 3. Must comply with the Bidding Requirements, Conditions of the Contract, and the applicable Technical Specifications and Drawings.

1.07 QUALIFICATION OF BIDDER

- A. The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.08 METHOD OF AWARD

- A. Bid opening will be a public letting. Bidders are welcome to be in attendance.
- B. The Owner may reject any or all bids, waive irregularities or informalities in any bid. It is the intent of the Owner to award the Contract to the lowest responsible bidder.
- C. Contractor shall be considered awarded when the selected bidder receives a written notice from the Owner.

1.09 INSURANCE

- A. Contract shall include Contractor's Liability Insurance.
- B. Contract shall include Owner's Liability Insurance and Property Insurance (Builder's Risk).

1.10 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. The Agreement for the Work will be written on AIA Form A107 Standard Form of Agreement Between Owner and Contractor, for a Project of Limited Scope.

END OF SECTION 00 21 13

SECTION 00 41 00

(Page 1 of 3)

BID FORM

Pursuant to & in compliance w/ the Bidding Documents relating to the Building Contract for:

Indianola Façade Improvements

Including Addenda Nos. _____, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents prepared by Curtis Architecture & Design, with local conditions affecting performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work in strict accord with the proposed Contract Documents, including furnishing all labor and materials, and to do all the work required to construct and complete said Work in accordance with the Contract Documents, for the consideration of the sum of money stated below.

Included in Bid Envelope are the signed papers for Section 3 located in this Spec Book under section 00 73 33 Line item #7 _____ (Initials)

BASE BID: \$ _____ **(including all Allowances & Contingency per 00 21 13)**

_____ DOLLARS

ESTIMATED CONSTRUCTION TIMELINE _____

We understand the Owner reserves the right to reject this bid, or to negotiate with the Bidder, when such is deemed by the Owner to be in his best interest, but that this bid shall remain open and not be withdrawn for a period of thirty days from the date prescribed for its opening.

If written notice of the acceptance of this bid is mailed, faxed, or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned will sign and return the Contract Agreement; prepared in accord with the Bidding Documents and this bid as accepted.

Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

Name of Contractor: _____ Date: _____

Signature of Bidder: _____

Typed / hand printed name of signer: _____

Note: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer, officers, or agent authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business address: _____

Email address: _____

Telephone #: _____ Federal Tax ID #: _____

*** INCLUDED ALTERNATES ON NEXT PAGE ***

Indianola Façade Improvements
Indianola, IA
Project # 2407

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ALTERNATE LIST & COSTS
(Page 2 of 3)

ALTERNATE #1 – Provide additional scope including, but not limited to, removal of masonry infill from original window openings, new windows, new coping, repainting of sills, and full tuckpointing and repainting of brick and sills.

Add: _____

Dollars (\$ _____)

**Contractor to submit Section 3 Requirement paperwork
on next page with the Bid Form.
(CONTRACTOR INTENT TO COMPLY)**

**BABA Certification Requirements between the
General Contractor and Architect**

The General Contractor understands that the products specified in this project may not all meet BABA requirements for this project. This includes allowed substitutions provided in each category of this specification.

Curtis Architecture has made a good faith effort, vetting out primary products called out on the drawings. It is however the responsibility of the General contractor to possess a certification of BABA compliance for all products used and bid in this project. Such certifications will be required for each pay request submitted to the Architect.

SECTION 3 – CONTRACTOR INTENT TO COMPLY
(Page 3 of 3)

For Project (insert project name): _____

In (Insert City Name): _____ IEDA Project Number: _____

Contractor Name: _____ hereinafter referred to as “CONTRACTOR.”

Address: _____ City: _____ State: _____ Zip: _____

This form is the CONTRACTOR’s official statement acknowledging their understanding that Section 3 requirements are mandatory for the proposed project which is funded in part with funds from the Department of Housing and Urban Development (HUD). The form also signifies the CONTRACTOR’s intent to comply with the Section 3 requirements as outlined in the plans and specifications, including but not limited to, the intent to utilize Section 3 (low to moderate income) workers and subcontractors where possible and complying with all mandatory reporting related to Section 3 HUD guidelines.

In recognition of the intent to comply the CONTRACTOR indicates their compliance with the following certifications:

- YES If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee's hourly wages and addresses.
- YES • NO Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>
- YES Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?
- YES If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?
- YES If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

The CONTRACTOR estimates that the total hours worked on this project by employees of the CONTRACTOR will be _____.

The CONTRACTOR recognizes that this contracting opportunity is subject to HUD Section requirements (24 CFR Part 75). The CONTRACTOR has read and understands the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project (plans and specifications, request for qualification, request for proposals, etc.). If awarded a contract, the CONTRACTOR commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the CONTRACTOR agrees to provide reports to the project's Grant Administrator on a timely basis) regarding Section 3 efforts and accomplishments.

Signature _____

Date _____

Print Name: _____

Title: _____

END OF SECTION 00 41 00

SECTION 00 70 00

CONDITIONS OF THE CONTRACT

PART 1 - GENERAL PROVISIONS

1.01 BASIC DEFINITIONS

- A. The Work
 - 1. Use of the words “produce” and “provide” where appropriate shall also include “furnish and install.”
 - 2. Use of the word “install” unless otherwise noted shall mean “furnish and install”.
 - 3. The term “or equal” mean “an equal approved by the Architect”.
 - 4. 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 service provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or part of the Project.
- B. The Project
 - 1. 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 other Contractors and by the Owner’s own forces including person or entities under separate contracts not administered by the General Contractor.

1.02 EXECUTION, CORRELATION AND INTENT

- A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - 1. The Agreement.
 - 2. Addenda, with those of later date having precedence over those of earlier date.
 - 3. The Supplementary Conditions.
 - 4. The General Conditions of the Contract for Construction.
 - 5. Drawings and Specifications.
- B. 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.
- C. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by an addendum, the more expensive combination of quality and quantity of Work shall be provided in accordance with the Architect’s interpretation at no additional cost and/or time to the owner.
- D. Where a number is listed in the Project Manual (as for gauges, weights, temperatures, amount of time, etc.) the number shall be interpreted as that or better.

1.03 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICES

- A. 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.
- B. The Contractor, Subcontractor, 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, Subcontractor, Sub-subcontractors and material or equipment suppliers may not use the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

PART 2 - OWNER

2.01 ROLE

- A. The owner shall attend all meetings if desired.
- B. All communication from the owner will include the architect, if architect is employed to oversee construction so not to confuse the job site.
- C. The owner will provide full access to the site for the general contractor and sub-contractors.

2.02 OWNER'S RIGHT TO STOP THE WORK

- A. If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required 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.

PART 3 - CONTRACTOR

3.01 GENERAL

- A. 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.
- B. The Contractor shall perform the Work in accordance with the Contract Documents.

3.02 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

3.03 CONSTRUCTION SIGN

- A. The Contractor shall provide and install two construction signs with two (2) 4"x4" wolmanized posts and all necessary fasteners:
 - 1. As depicted in Section 01 58 13.
 - 2. Sign with a graphical representation of the finished product, contractors contact information, architect information, and all of the local partners.
- B. Contractor shall provide the Architect with detailed drawings of the final designs before the signs are produced.
- C. When possible, the sign shall be manufactured by a local sign company.
- D. Architect and City shall assist in locating the signs in a manner to provide visibility to the public.

3.04 SUPERVISION AND CONSTRUCTION PROCEDURE:

- A. The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the work and the Contractor shall use his/ her best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum.
- B. 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.
- C. 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.
- D. 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. 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 Owners-required means, methods, techniques, sequences or procedures.

3.05 LABOR AND MATERIALS

- A. 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.
- B. After the contract has been executed, the Architect, Owner, and Contractor shall function as a team to evaluate, review and consider substitution of products in place of those specified under the conditions set forth by the Architect.
- C. By making requests for substitutions the Contractor:
 - 1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified;
 - 2. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - 3. certifies that the cost data presented is complete and includes all related costs under this Contract except redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and;
 - 4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- D. 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.

3.06 WARRANTY

- A. 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.

3.07 TAXES

- A. The said project is a tax exempt project. The Owner will issue exemption certificates from the Iowa Department of Revenue, as specified in the 701 Iowa Administrative Code, Chapter 19, Rule 19.12. These certificates shall be used by the successful bidder when purchasing materials for the completion of the project.
- B. The contractor shall prepare, (and require all his/ her Subcontractors to prepare), and execute Iowa Sales Tax Exemption Certificate Form 31-014 showing all sales and use taxes paid on material entering permanently into the construction of the project. This report shall be submitted to the Owner immediately upon completion of the work or at any other interval of time as may be necessary

3.08 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

- A. The Contractor shall make application for any payment for the building permit.
- B. 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.
- C. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful order of public authorities applicable to performance of the Work.
- D. 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.
- E. Concealed or Unknown Conditions.
 - 1. 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 existing 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.
- F. 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.

3.09 SUPERINTENDENT

- A. The Contractor shall employ a competent superintendent and necessary assistant 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.
- B. The Contractor, as soon as practical 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 required additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
- C. 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.
- D. The approved Superintendent will work in this position until completion of the Work unless he or she shall no longer be in the Contractor's employ, or shall be released at the request of the Architect and/or Owner.

3.10 SHOP DRAWINGS, PRODUCT DATA/SUBMITTALS, AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. 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.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- D. Submit five copies of all shop drawings or product data, and one or two samples of products. Verify with Architect for the desired number of samples.
- E. 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 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.
- F. 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.
- G. 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.
- H. 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 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.

- I. Shop Drawings & samples shall be identified by naming the project and owner and/or architect
- J. Shop Drawings shall bear the Contractor's stamped approval and note all required field dimensions.
- K. Submittal by electronic means in addition to hard copy will be acceptable.
- L. Contractor shall use a verification stamp with signature and date to signify his or her approval of shop drawings prior to submitting to the Architect/ Engineer.

3.11 CUTTING AND PATCHING

- A. In addition to such cutting, fitting or patching that may be necessary to fit the several parts of this or other contractor's or subcontractor's work together, any cutting, fitting, or patching of work in place that may be required will be at the expense of the contractor concerned. Each contractor or subcontractor shall determine and be responsible for the proper location of and character of all inserts for hangers, holes, chases and other openings in the construction, and shall give the other interested contractors due and proper notification with regard to same.
- B. Any cutting, fitting, repairing, patching, etc., required whether it be of work in place of executing the initial installation must be done by a craftsperson specially skilled in their respective trades.
- C. 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.

3.12 CLEANING UP

- A. The General Contractor shall police all daily clean-up assigning clean-up to related subcontract work. All clean-up not done in two (2) days, shall be done by the General Contractor. The project shall be kept neat and free of debris at end of work day.
- B. Besides general project cleaning, Contractor to do the following special cleaning at the end of Work:
 - 1. Remove putty stains, paint, marks, etc., from glass: Wash, polish same inside and outside. Do not scratch glass.
 - 2. Remove mortar and water stains from masonry.
 - 3. Remove marks, stains, fingerprints, other soil, and dirt from completed work.
 - 4. Clean, polish hardware.
 - 5. Remove spots, soil, paint from tile work and wash.
 - 6. Vacuum carpet and mop resilient floors with cleaner recommended by manufacturer.

PART 4 - ARCHITECT

4.01 GENERAL

- A. 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.
- B. 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.
- C. 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.

4.02 ADMINISTRATION OF THE CONTRACT

- A. 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.

- B. 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.
- C. 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.

4.03 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

- A. 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 amount.
- B. 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, 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.
- C. 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.
- D. 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.
- E. 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 make 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 result of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent

with the intent expressed in the Contract Documents.

PART 5 - ADMINISTRATION OF THE CONTRACT

5.01 ARBITRATION.

- A. In addition and prior to arbitration, the parties shall endeavor to settle disputes by mediation under the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

PART 6 - SUBCONTRACTORS

6.01 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

- A. The Contractor shall furnish in writing to the Owner / Architect the names of persons or entities proposed as manufacturers for each of the products and, where applicable, the name of the installing Subcontractor at the time of bidding
- B. 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.
- C. The Contractor shall not change a Subcontractor, person or entity previously selected without written consent of the Owner and Architect
- D. The Owner maintains the list of Subcontractors and main material suppliers in their files and issues a general approval of same after official award of the Contract, subject to the requirements of the Plans, Specifications, and the Contract Documents. Only the Owner may approve deviations from the list of Subcontractors and material suppliers.
- E. Agreements between the Contractor and each Subcontractor (and were appropriate between Subcontractors and Sub-subcontractors) shall also contain provisions that:
 - 1. require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment;
 - 2. require that all Claims for additional costs, extensions of time, damages for delays or other claims with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so the Contractor may comply in the manner provided in the Contract Documents for like Claims by the Contractor against the Owner;
 - 3. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by property insurance described in Part 11, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee
 - 4. inform each Subcontractor of their rights under Chapter 573, Code of Iowa.

PART 7 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7.01 WORK DONE BY OWNER:

- A. Currently there is no desire by the owner to partake in construction. This is subject to change. If a change occurs it shall be in writing by the owner to the contractor at which time the contractor shall establish a price increase or decrease.

PART 8 - CHANGES IN THE WORK

8.01 CLAIMS FOR ADDITIONAL COST:

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

8.02 CHANGE ORDERS:

- A. Verify correctness of all measurements at building before ordering materials or doing Work. Notify Architect of any discrepancies before proceeding. No extra compensation allowed for difference between actual measurements and plan dimensions.
- B. For changes in the Work on the stipulated sum methods, the Subcontractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Architect.

1. As a minimum, the detailed breakdown shall include and indicate the items shown below:
 - a. Labor costs, itemized by each trade involved, showing the hourly rates for each and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid workmen in accordance with the established management labor agreement.
 - b. Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or worker's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.
 - c. Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated.
 - d. Allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - 1) For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - 2) For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
 - 3) For each Subcontractor or Sub-subcontractor involve, for Work performed by that Subcontractors of Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
 - 4) For each Subcontractor, for work performed by the Subcontractor's Sub subcontractors, five percent (5%) of the amount due the Sub subcontractor.
 - e. The percentages allowed for overhead and profit shall be deemed to include, and no further addition for:
 - 1) Field and office supervision and administration, including the field superintendent, foreman, field design/drafting, and project coordination.
 - 2) General insurance, except that listed as labor burden.
 - 3) Labor Inefficiency.
 - 4) Lost Time.
 - 5) Use or replacement of tools.
 - 6) Consumables.
 - 7) Shop burden.
 - 8) Equipment rental (other than specifically required additional hoisting equipment, required excavating equipment or similar equipment necessary solely as a result of the change).
 - 9) Engineering and estimating costs.
 - 10) Field Design/Drafting
 - 11) As-Built or Record Drawings.
 - 12) Updating site drawings and specifications.
 - 13) Cost of safety measures (including those imposed by OSHA).

PART 9 - TIME

9.01 DEFINITIONS

- A. The term "day" as used in the Contract Documents shall mean calendar days.

9.02 OCCUPANCY SCHEDULE:

- A. The Owner anticipates substantial completion by date stated by Contractor on bid form.
- B. The Contractor shall update construction schedules, monthly so the Owner may schedule moving, and occupancy.

PART 10 – PAYMENTS AND COMPLETION

10.01 SCHEDULE OF VALUES

- A. 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 Application for Payment.

10.02 APPLICATION FOR PAYMENT

- A. At least ten (10) 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 for completed portions of the Work. Such applications 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.
- B. Applications may include requests for payment on accounts 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.

10.03 CERTIFICATES FOR PAYMENT

- A. The Architect will, within seven (7) 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.

10.04 PROGRESS PAYMENTS

- A. 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.
- B. The Contractor shall pay each Subcontractor no later than seven (7) 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.
- C. 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.

10.05 SUBSTANTIAL COMPLETION

- A. 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.
- B. The Contractor assumes the responsibility for notifying the Owner and/or Architect in writing when ready for final review of the Work. This letter to the Architect shall include the date after which the Contractor will be ready for final review of the Work. Designated portions of the Work will be reviewed separately.
- C. Final application for payment will not be approved for payment by the Owner or Architect until the following list of documents are provided to the Owner by the Contractor in a close-out document book consisting of a 3-ring binder identified with the name of the project and the date on the cover, and with tabs for each category:
 - 1. General Contractor's name, address, name of contact person, and phone number.
 - 2. Final list of subcontractors including name, address, name of contact person and phone number.
 - 3. List of major equipment suppliers.

4. Executed roof guarantee.
 5. Completed maintenance status sheet.
 6. Contractor's statement of warranty.
 7. Punch list items completed and approved by Owner.
 - D. Provide **one copy** of the close-out document book to the Owner.
- 10.06 FINAL COMPLETION AND FINAL PAYMENT**
- A. 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 find 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.
 - B. Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, and other requirements to complete obligations under the Contract Documents. Such evidence of compliance shall include, but not be limited to:
 1. instruction of Owner's representatives in the operation of mechanical, electrical, and other systems,
 2. delivery of keys to the Owner with keying schedule,
 3. delivery to the Architect of the Contractor's General Warranty and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Architect's review,
 4. delivery to the Owner of a Final Waiver of Liens (AIA Document G706 or other form satisfactory to the Owner) covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized. In addition to the foregoing, all other submissions required by the Specifications, including final construction schedule, shall be submitted to the Architect before approval of Final Payment.

PART 11 - PROTECTION OF PERSONS AND PROPERTY

11.01 SAFETY PRECAUTIONS AND PROGRAMS

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

11.02 SAFETY OF PERSONS AND PROPERTY

- A. 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.
- B. 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.
- C. 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.
- D. At all times, protect the excavation, trenches and/or the buildings from damage or rain

water, spring water, ground water, backing up of drains, or sewers, etc. Provide all pumps, equipment, and enclosures to give this protection.

1. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations free of water.
 2. Provide all shoring, bracing, and sheeting as required for safety and for the proper execution of the Work. Remove when work is completed.
 3. At the end of the day's work, all new work likely to be damaged shall be covered. During cold weather protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, work shall cease after notifying Owner or Architect. All other protective measures not mentioned above which may be required shall be furnished by the particular contractor responsible for such protection.
- E. When use or storage of explosives or other hazards materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.
- F. The Contractor shall designate a responsible member of the Contractor's organizations that 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.

11.03 INJURY OR DAMAGE TO PERSON OR PROPERTY

- A. 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.

11.04 HAZARDOUS MATERIAL

- A. 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.
- B. 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. 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 or start-up.
- C. The Owner shall not be responsible for materials or substances the Contractor brings on the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials and 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.
- D. 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.

11.05 IOWA HAZARDOUS CHEMICAL RISKS RIGHT TO KNOW LAW

- A. Owner's Responsibility. The Owner must provide to the Contractor a list of known hazardous chemicals within the Project Site to which their employees may be exposed and suggestions for appropriate protective measures.

- B. Contractor's Responsibility. Contractor must inform his/ her employees of the Iowa Hazardous Chemical Risks Right to Know Law.
- C. The Contractor must provide to the Owner a list of known hazardous chemicals that they anticipate using on site as well as other pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) must be available to the Owner upon request.

11.06 POLLUTION PREVENTION PROCEDURES

- A. The following pollution prevention procedures shall apply to all contractors working on the project.
 - 1. Spills Prevention and Response: The Contractor shall take adequate precautions to prevent spill of hazardous chemicals, oils, and fuels from happening. The Contractor shall have procedures in place to immediately clean up all spills that could occur on the job site or during transportation to and from the job site. Expenses incurred in the spill cleanup shall belong to the contractor. Specifically:
 - a. When liquid hazardous chemicals, oil, or fuels are stored on the job site, the contractor shall provide secondary containment equal or greater than 110% of the volume of the single largest container.
- B. At no time shall any hazardous materials be introduced to the sanitary storm sewer or disposed of on the ground.
- C. Storm water Pollution Prevention Plans and Permits:
 - 1. A storm water pollution prevention plan and discharge permit will be required for construction activities resulting in one acre or more soil disturbance.
 - 2. The General Contractor shall obtain the permit.
 - 3. The General Contractor will be a co-permittee with the Owner. The General Contractor and all Subcontractors shall be responsible for compliance with and fulfilling all requirements of the NPDES General Permit Number 2, including Storm water Pollution Prevention Plan.
 - 4. A copy of the Storm water Pollution Prevention Plan and Notice of Intent will be provided by the Owner. These and the General Contractor's project inspection diary must be kept on-site and presented to Iowa Department of Natural Resources personnel or the Owner, when requested.
 - 5. The Owner will file a "Notice of Discontinuation" upon final stabilization of the disturbed area. The General Contractor will provide the original project inspection diary to the Owner at the completion of the project.
- D. Removal of Regulated Wastes:
 - 1. At the completion of the construction project, the Contractor will be required to remove all waste and unused hazardous chemicals including, but not limited to: solvents, adhesives, paints, and fuels. Said materials shall be properly identified, containerized and, if no longer usable, disposed at the Contractor's expense.

PART 12 - INSURANCE AND BONDS

12.01 CONTRACTOR'S LIABILITY INSURANCE

- A. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1. Premises Operations (including X, C and U coverage's as applicable).
 - 2. Independent Contractor's Operations.
 - 3. Products and Completed Operations.
 - 4. Personal Injury Liability with Employment Exclusion deleted.
 - 5. Contractual, including specified provision for Contractor's obligation.
 - 6. Owned, non-owned and hired motor vehicles.
 - 7. Broad Form Property Damage including Completed Operations.
- B. If the General Liability coverage's are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final

- payment.
- C. The insurance required shall be written for not less than the following limits, or greater if required by law and shall be maintained by insurance carriers acceptable to Owner and Owner's lender:
1. Worker's Compensation:
 - (a) State: Statutory
 - (b) Employer's Liability \$1,000,000 per Accident
\$1,000,000 Disease Policy Limit
 2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
 - (b) Property Damage:

\$500,000	Aggregate
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 - (c) Products and Completed Operations to be maintained for one year after final payment:

\$500,000	Aggregate
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 - (d) Property Damage Liability Insurance shall provide X, C and U coverage.
 - (e) Broad Form Property Damage Coverage shall include Completed Operations.
 3. Contractual Liability:
 - (a) Bodily Injury:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate
 - (b) Property Damage:

\$500,000	Each Occurrence
\$500,000	Aggregate
 4. Personal injury, with Employment Exclusion deleted:

\$1,000,000	Aggregate
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 5. Business Auto Liability (including owned, non-owned and hired vehicles):
 - (a) Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence
 - (b) Property Damage:

\$500,000	Aggregate
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 6. Where the Contractor is using in-house or hired professional design persons involved in some design build situation, such persons shall furnish the following coverage:
Professional design errors and omission coverage liability:
 - (a) \$ 500,000 combined single limits.
 7. Umbrella Excess Liability:

\$1,000,000	Over primary insurance
\$10,000	Retention for self-insured hazards each occurrence
- D. If this insurance is written on a Commercial General Liability Policy form, ACORD form 25S will be acceptable. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Special note shall be made on the certificate indicating that to the fullest extent permitted by law and subject to conditions, limitations and exclusions identified in Paragraph 3.18 – Indemnification, coverage will protect, indemnify, and hold harmless the Owner from and against claims and liabilities for injury to or death of persons or damage to property caused or alleged to have been caused by negligent acts or omissions of the principal Contractor or of his/her subcontractors, including the direct or indirect agents and

employees of the principal Contractor and his/her subcontractors and arising from operations under this Contract.

12.02 OWNER'S LIABILITY INSURANCE

- A. The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under this Contract.

12.03 PROPERTY INSURANCE

- A. 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 preplacement 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 or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
- B. 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.
- C. 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, Subcontractor 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.
- D. If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.
- E. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- F. Partial occupancy or use 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.
- G. This property insurance is written with a deductible of \$1,000 per occurrence and a deductible aggregate of \$1,000.

12.04 PERFORMANCE BOND AND PAYMENT BOND:

- A. **The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be paid for by the Owner. The amount of each bond shall be equal to 100 percent of the Contract sum.**
- B. The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior

thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

PART 13 – FEDERAL WAGE RATES

13.01 WAGE RATES

- A. Federal Wage Rates are applicable to this project. See Section 00 73 43
 - 1. No less than the rates listed in the published Wage Rate Schedule shall be paid to an individual for performing work in the classification indicated regardless of any contractual relationship that may exist between such individuals and the Contractor or Subcontractor.
 - 2. Any wage paid for classification of work not included in Wage Rate Schedule shall be not less than applicable wage rate determinations. When determination has been made after employment of an individual, such minimum rate shall be retroactive to time of initial employment.
 - 3. Specified wage rates are minimum. Contractor may pay rates in excess of applicable rates. The owner will consider no claims resulting from payment by Contractor of rates in excess of minimum rate scheduled.
 - 4. All claims, disputes pertaining to classification of labor employed on the Project shall be decided by the appropriate agency as required by law.
 - 5. Contractor shall post in a conspicuous location on the Project Site, a schedule showing all determined minimum wage rates for the various classes of laborers, mechanics and operators working on the Project, and all deductions, if any, required by law to be made from wages actually earned.
 - 6. Wage rates apply to Work in all Sections of the Project Manual.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.01 EQUAL OPPORTUNITY

- A. The Contractor shall maintain policies of employment as follows:
 - 1. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 - 2. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 15 - TERMINATION OR SUSPENSION OF THE CONTRACT

15.01 TERMINATION BY THE OWNER FOR CONVENIENCE

- A. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- B. 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.

END OF SECTION 00 70 00

SECTION 00 73 33

CONTRACT PROVISIONS

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259 *Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) *Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). *Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213) *Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that: i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

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

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

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

Section 3 Paperwork Requirements :

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and

the anticipated date the work shall begin.

D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

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

*-A Section 3 Worker is defined as any worker who currently fits or when hired within the past

five years fit at least one of the following categories, as documented:

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

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section

3 Business through HUD's

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

Section 3 Contractor's report

The Section 3 Contractor's report is a tool to be used to track Section 3 and Targeted Section 3 Worker Hours on CDBG funded projects.

This spreadsheet should be maintained through the duration of the project. Recipients will be asked to provide IEDA with Section 3 and Targeted Section 3 Worker hours for each project, as well as other nonqualitative

activities conducted to comply with Section 3 requirements. Recipients will provide this spreadsheet to IEDA as documentation of compliance with Section 3 reporting requirements.

This report can be downloaded from the IEDA website:

<https://www.iowaeda.com/cdbg/management-guide/>

Sample Section 3 Employment Notice

(Instructions: Send notice to the Iowa Chapter of NAHRO for distribution to public housing authorities and to IowaWORKS Organizations, and post in a conspicuous place on the job site)

(Insert Locality's name) is preparing to carry out the (insert Name of Project) through the use of Community Development Block Grant Funds. In the implementation of this project the following job types are available:

(Insert List of Job Classifications to be used during project)

All job openings will be posted at (local government office or list other posting locations). To the greatest extent feasible, employment and training positions will be made available to qualified persons who permanently reside in (Insert the County's or local municipality name as Section 3 area).

Persons qualified for the jobs listed should register at the following location:

(Insert location where applicant should apply and any application instructions)

For questions on this employment opportunity, please contact:

(Insert contact & contact information)

SECTION 3 – CONTRACTOR INTENT TO COMPLY

For Project (insert project name): _____

In (Insert City Name): _____ IEDA Project Number: _____

Contractor Name: _____ hereinafter referred to as “CONTRACTOR.”

Address: _____ City: _____ State: _____ Zip: _____

This form is the CONTRACTOR’s official statement acknowledging their understanding that Section 3 requirements are mandatory for the proposed project which is funded in part with funds from the Department of Housing and Urban Development (HUD). The form also signifies the CONTRACTOR’s intent to comply with the Section 3 requirements as outlined in the plans and specifications, including but not limited to, the intent to utilize Section 3 (low to moderate income) workers and subcontractors where possible and complying with all mandatory reporting related to Section 3 HUD guidelines.

In recognition of the intent to comply the CONTRACTOR indicates their compliance with the following certifications:

- YES If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee’s hourly wages and addresses.
- YES • NO Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>
- YES Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?
- YES If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?
- YES If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

The CONTRACTOR estimates that the total hours worked on this project by employees of the CONTRACTOR will be _____.

The CONTRACTOR recognizes that this contracting opportunity is subject to HUD Section requirements (24 CFR Part 75). The CONTRACTOR has read and understands the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project (plans and specifications, request for qualification, request for proposals, etc.). If awarded a contract, the CONTRACTOR commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the CONTRACTOR agrees to provide reports to the project’s Grant Administrator on a timely basis) regarding Section 3 efforts and accomplishments.

Signature _____ Date _____

Print Name: _____ Title: _____

SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking preference in training and employment must certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation, if available and applicable, to the recipient contractor or subcontractor.

NOTE FOR GRANT ADMINISTRATORS: Prior to a worker completing this form, worker will need to know if their employer is a Section 3 business AND if they live within the defined project service area.

I, _____ (Name) _____, am a legal resident of _____ (Community name) _____

My permanent address is:

Please review and check all of the following that applied during the past 5 years:

- ☐ My individual annual income was below this amount: \$ Insert 80% county figure for household of 1
- ☐ I am employed by a Section 3 business.
- ☐ I am/ was a YouthBuild participant.
- ☐ I live within 1 mile of the project site for this federally funded project OR I have been informed I live within an allowed project service area.
- ☐ None of the above apply to me

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Worker's signature

Date

Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status. Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses. This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company:

Address:

Project information:

Project Name:

Project Address:

Section 3 determination

1. Is your business owned (51% or more) by individuals whose individual incomes are NO GREATER THAN 80% of Area Median Income (AMI)* OR owned by individuals that are current public housing residents or current residents of Section 8-assisted housing?

**Please reference <https://www.iowaeda.com/cdbg/management-guide/> (under recipient income requirements and census information) to determine if employee is less than 80% of the current area median income.*

() Yes () No

2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose individual incomes are no greater than 80% of Area Median Income (AMI)?

() Yes () No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Print Name: _____ Date: _____

covered construction and non-construction contracts to Section 3 Businesses.

Please complete the following:

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

☐ Yes ☐ No

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

2. Is your business a Section 3 Business? ☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Name of Contractor/Subcontractor Address

Print Name

Title

Signature

Date

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows: (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including: § Davis-Bacon and Related Acts

- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

MIPA Contractor Information Sheet:

Contractor Name: _____ Prime ____ Sub ____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Person responsible for payroll and contact: _____

Iowa Contractor Registration Number: _____

Federal Tax ID number: _____

DUNS Number: _____

Number of Employees working on the project: _____

Contract \$ value: _____ Trade Type: _____

Brief Description of the work for this contract: _____

Owner Name: _____

Do you have any workers in a recognized apprenticeship program? **Y/N**

Minority Owned Business? **Y/N** Woman Owned Business? **Y/N**

Hispanic Owned Business? **Y/N**

Ethnicity of owner, circle all that apply:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black African American
- Other Multi-Racial

**Return to: Andrew Collings, Mid-Iowa Planning Alliance, 939 Office Park Road, suite 306 West
Des Moines, Iowa 50265 – (P) 515 304-3524 Email at – acollings@midiowaplanning.org**

END OF SECTION 00 73 33

Indianola Façade Improvements
Indianola, IA
Project # 2407

June 4th, 2025
Page 45

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

EMPLOYEE RIGHTS UNDER THE DAVIS-BAC

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the contract with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your regular rate of pay for hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive their wages. If a contractor fails to pay wages, liquidated damages may apply if overtime pay requirement clauses allow contract termination and debarment of contractor up to three years. A contractor who falsifies certified payroll records may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered in approved apprenticeship programs.

DERECHOS DEL EM

BAJO LA LEY DAVIS-B

PARA OBREROS Y MEC

EMPLEADOS EN PROYE

CONSTRUCCIÓN FEDER

ASISTENCIA FEDE

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la D
este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básico
en exceso de 40 en una semana laboral. Existen pocas excepcio

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los
de sobretiempo debidos, y se podría aplicar daños y perjuicios s
pago de sobretiempo. Las cláusulas contractuales de Davis-Bec
de contratistas para efectuar futuros contratos federales hasta tr
los registros certificados de las nóminas de pago o Induzca devic
procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctam
estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adi
póngase en contacto con el Contratista Oficial que aparece abaj

EXHIBIT VIII-U

E E O

EQUAL EMPLOYMENT OPPORTUNITY

The organization named herein receives Federal financial assistance from the U.S. Department of Housing & Urban Development.

Organization Name and Address:

In its activities so assisted, the organization is prohibited from discriminating against any employee or applicant from employment because of race, color, sex, national origin, religion, or handicap in connection:

- employment, upgrading, demotion, or transfer
- recruitment or recruitment advertising
- layoff or termination
- rate of pay or compensation other forms of compensation
- selection for training, including apprenticeship

Requests for information and complaints of discrimination may be addressed to:

or

This notice must be posted in conspicuous places available to employees and applicants for employments.

U.S. Department of Housing and Urban Development, Washington, D.C. 20410
HUD 901 (5-80). Previous edition is obsolete

VIII-U-1

(Revised 4/01)



Job Safety IT'S TH

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards

Employers must:

- Provide employees with information about recognized hazards and their rights under the law.
- Provide training to employees on health and safety.
- Comply with all OSHA standards.
- Report to OSHA any fatalities within 8 hours, hospitalizations, or loss of consciousness of an employee within 24 hours.
- Provide required safety training in a language and format that employees can understand.
- Prominently display OSHA posters in the workplace.
- Post OSHA citations in a conspicuous place of the workplace.

FREE ASSISTANCE
Information on job safety hazards is available for small and medium-sized employers, through OSHA's free programs in every



Seguridad y Sa ¡ES LA

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Los empleadores:

- Proveer a los trabajadores un lugar libre de peligros y no discriminar contra ellos por haber ejercido sus derechos, o por haber hablado sobre seguridad o salud a usted o a otro trabajador, o por haber sufrido una lesión o enfermedad.
- Cumplir con todas las reglas de la OSHA.
- Reportar a la OSHA lesiones o enfermedades relacionadas con el trabajo y todas las hospitalizaciones, pérdida de un oído, o pérdida de un miembro.
- Proporcionar el idioma que todos los trabajadores entiendan y el vocabulario que todos los trabajadores entiendan.
- Mostrar claramente los peligros en el lugar de trabajo.
- Mostrar las citas de la OSHA en el lugar de la violación.

Los empleadores pueden recibir ASIs para identificar y corregir problemas, multa, a través de un proceso apoyados por la OSHA.

Employment Opportunity is THE LAW

ernments, Educational Institutions, Employment Agencies and Labor Organizations
es of most private employers, state and local governments, educational institutions,
organizations are protected under Federal law from discrimination on the following bases:

GENETICS

protects applicants and
charge, pay, fringe benefits,
employment, on the basis
tional origin. Religious
ate an employee's religious
ndue hardship.

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants
and employees from discrimination based on genetic information in hiring,
promotion, discharge, pay, fringe benefits, job training, classification, referral, and
other aspects of employment. GINA also restricts employers' acquisition of genetic
information and strictly limits disclosure of genetic information. Genetic information
includes information about genetic tests of applicants, employees, or their family
members; the manifestation of diseases or disorders in family members (family
medical history); and requests for or receipt of genetic services by applicants,
employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a
person who files a charge of discrimination, participates in a discrimination

Employers Holding Federal Contracts or Subcontracts

employees of companies with a Federal government contract or subcontract affected under Federal law from discrimination on the following bases:

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

discrimination on the basis of race, color, sex, age, or national origin, or on the basis of any other basis prohibited by Federal law from taking affirmative action to prevent discrimination.

RETIALATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCCP may also be contacted by e-mail at OFCCCP-Public@dol.gov, or by calling an OFCCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

or Activities Receiving Federal Financial Assistance

discrimination on the basis of race, color, sex, age, or national origin, or on the basis of any other basis prohibited by Federal law from taking affirmative action to prevent discrimination.

DISCRIMINATION

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

de Oportunidades en el Empleo es

LA LEY

es y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

oría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo
gridos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desórdenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra

miendas, protege a los
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n laboral, clasificación,
or, religión, sexo (incluido
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scapacidades de 1990, y
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o, beneficios adicionales,
es del empleo. La

dores que tengan contratos o subcontratos federales

s empleados de compañías con un contrato o subcontrato gubernamental federal están
ne a las leyes federales contra la discriminación por los siguientes motivos:

del servicio recientemente (dentro de los tres años dados de baja del servicio activo),
otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en
una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los
veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras
se encontraban en el servicio activo, participaron en una operación militar de EE.UU.
para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación,
participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos
Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas
leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones
antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas,
debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of
Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-337-6251 (numero
gratuito) o (202) 693-1337 (numero TTY). También puede contactar a la OFCCP por el
correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional
de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos
en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor
(Departamento del Trabajo).

minación en el trabajo por
la aplicación de acción
todos los aspectos del

tiendas, protege a
discapacidad en la
capacitación laboral,
riminación por discapacidad
nes mentales o físicas
empleo o sea empleado,
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plear y ascender en el
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ZAS ARMADAS Y NTE Y DE OTRO STATUS

etnam de 1974, y sus
y exige la acción afirmativa
dos, veteranos separados

U. S. Department of Housing and Urban Development



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against
Because of Race, Color, Religion,
Handicap, Familial Status, or Nat**



**In the sale or rental of housing or
residential lots**



**In the p
brokers**

U. S. Department of Housing and Urban Development
Departamento de la Vivienda y el Desarrollo Urbano de los EE.UU.



**EQUAL HOUSING
OPPORTUNITY**
IGUALDAD DE OPORTUNIDADES
EN LA VIVIENDA

**Nuestras prácticas de negocios cumplen
de equidad en la vivienda**
(Enmienda a la ley de Equidad en la vivienda)

**Es ilegal discriminar contra ning
causa de su raza, color, relig
discapacidad, situación familiar u**

- En la venta o el alquiler de viviendas o lotes residenciales
- En la publicidad relacionada con
- En la venta o el alquiler de viviendas o lotes residenciales
- En la publicidad relacionada con

END OF SECTION 00 73 36

WAGE RATE REQUIREMENTS

[illegible]

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____ that during the period commencing on the _____ day of _____ and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been made or will be made either directly or indirectly on behalf of said _____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide Apprenticeship program, registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	

**U.S. Department of Labor
Wage and Hour Division
Instructions for Completing Payroll Form, WH-347**

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 50 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, EISA, U.S. Department of Labor, Room 32502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

END OF SECTION 00 73 43

DAVIS BACON WAGE DETERMINATION

SECTION 00 73 46

"General Decision Number: IA20240075 10/04/2024

Superseded General Decision Number: IA20230075

State: Iowa

Construction Type: Building

County: Warren County in Iowa.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	03/01/2024
3	04/12/2024
4	05/17/2024
5	05/31/2024
6	06/07/2024
7	06/28/2024
8	07/05/2024
9	07/12/2024
10	07/19/2024
11	08/02/2024
12	08/16/2024
13	10/04/2024

BOIL0083-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.52	30.36

BRIA0003-020 05/01/2024

	Rates	Fringes
TILE SETTER.....	\$ 36.00	18.69

BRIA0003-042 05/01/2024

	Rates	Fringes
Bricklayer and Stonemason.....	\$ 36.00	18.69

CARP0106-001 05/01/2024

	Rates	Fringes
CARPENTER (Includes Drywall Hanging).....	\$ 34.10	20.25

ELEC0347-002 06/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 44.45	19.40

ELEV0033-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.94	37.885+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

B. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day.

ENGI0234-005 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Class 1		
Backhoe/Excavator/Trackhoe.	\$ 34.10	20.75
Class 2		
Bulldozer; Forklift(On steel erection and machinery moving or hoisting above one complete story); Loader....	\$ 33.80	20.75
Class 3		
Loader(under 35 h.p.) with or without attachments; Forklift(other than above); Paver(All Types); Roller.....	\$ 31.81	20.75

IRON0067-003 05/01/2024

	Rates	Fringes
IRONWORKER (Structural).....	\$ 35.85	23.24

* IRON0089-003 05/01/2024

	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 33.41	23.88

IRON0111-002 07/01/2024

	Rates	Fringes
IRONWORKER (Reinforcing).....	\$ 37.50	30.99

Indianola Façade Improvements
Indianola, IA
Project # 2407

June 4th, 2025
Page 63

LABO0177-002 05/01/2024

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 28.61	16.80

LABO0177-010 05/01/2024

	Rates	Fringes
LABORER (Common or General).....	\$ 28.61	16.80

PAIN0246-001 05/01/2024

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 30.98	15.58

PLAS0021-001 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.94	23.35

PLUM0033-002 06/01/2024

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 43.20	23.25

PLUM0033-004 05/23/2024

	Rates	Fringes
PLUMBER.....	\$ 43.20	23.25

ROOF0142-001 06/01/2024

	Rates	Fringes
ROOFER.....	\$ 31.50	15.28

SFIA0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.04	25.83

SHEE0045-002 06/01/2024

	Rates	Fringes
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SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 39.38	24.95
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* UAVG-IA-0003 01/01/2024

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 32.39	19.25

* SUIA2016-050 07/19/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.87	10.32
INSULATOR: Mechanical (Duct, Pipe and Mechanical System Insulation).....	\$ 18.45	4.04
LABORER: Pipelayer.....	\$ 16.11 **	0.00
OPERATOR: Crane.....	\$ 25.70	9.13
PAINTER: Spray.....	\$ 19.77	6.64

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or

local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

END OF SECTION 00 73 46

SECTION 00 73 49

LABOR STANDARDS

HUD-4010

U.S. Department of Housing and Urban Development Federal Labor Standards
Provisions Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed

classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the

U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for

the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as

HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).
- (11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of

the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

END OF SECTION 00 73 49

Build America Buy America (BABA) Requirements

SECTION 00 73 51

The Build America, Buy America Act (BABA) applies a domestic content procurement preference to federally funded public infrastructure projects. The goal of BABA is to increase a resilient domestic supply chain and manufacturing supply for critical materials both for emerging and existing industries in the United States.

The Buy America Preference was enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA). Per Section 70914 of the IIJA, a federal agency may not obligate funds for an “infrastructure project” unless all iron, steel, manufactured products, and construction materials used in the project are produced in the United States or a waiver applies to the domestic content procurement preference.

The following applicable federal guidance regarding BABA has been issued:

1. M-24-02 Guidance Update from the Office of Management and Budget (OMB) dated October 2023.
2. The US Department of Housing and Urban Development (HUD) has outlined their implementation of the Buy America Preference in a document dated November 2, 2023 (CPD-2023-12), and titled CPD Implementation Guidance for the Build America, Buy America Act.

A certification or proof of compliance must be provided, to the satisfaction of IEDA/IFA, by all the suppliers and manufacturers of iron or steel products, manufactured products, and construction materials used in each project. *See Definitions of Categories for more information.*

Implementation of BABA and subsequent expectations varies by each federal agency and is subject to change. This management guide provides summaries of guidance from HUD, several appendices to assist with compliance of the Buy America Preference for HUD programs managed by IEDA/IFA and associated procedures and records requirements. Not every project implementation scenario and circumstances can be foreseen. Therefore, staying in contact with IEDA/IFA about experiences, challenges, and questions is recommended.

The Buy America Preference

Recipients of an award of Federal financial assistance are notified that no funds provided under their award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, and
3. All construction materials are manufactured in the United States - this means all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. The Buy America Preference does not apply to:

1. Tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.
2. Equipment and furnishings, such as movable chairs, desks, and portable computer equipment, which are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
3. Materials defined as Section 70917(c) materials, meaning cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the IIJA for more information.

Additional guidance on the definition of an infrastructure project is provided in the M-24-02 and CPD-2023-12 memos. Any questions regarding whether BABA applies to a certain project or component should be directed to IEDA/IFA.

Categories of Infrastructure Items

Identifying the category that each infrastructure item meets is a critical step for compliance with BABA. The following are definitions that have relevance to the interpretation and implementation of the Buy America Preference for HUD programs.

For all items planned to be permanently affixed to the infrastructure project, grantees will need to identify the applicable category for each item. An article, material or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use on an infrastructure project. The definitions for each category are as follows:

1. "Iron or Steel Products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.
2. "Predominantly of Iron or Steel or a Combination of Both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire,

plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

3. “Construction Materials” means articles, materials, or supplies that consist of only one of the following items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(1) The listed items are:

- (i) Non-ferrous metals.
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).
- (iii) Glass (including optic glass).
- (iv) Fiber optic cable (including drop cable).
- (v) Optical fiber.
- (vi) Lumber.
- (vii) Engineered wood.
- (viii) Drywall.

- (2) “Not-Listed Construction Materials” means the category of construction materials that are subject to the Buy America Preference, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver. These materials are automatically waived from the BABA requirements until projects with obligated funding on October 1, 2024.

- (i) Plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe and tube.
- (ii) Glass (including optic glass).
- (iii) Drywall.

4. “Manufactured Products” means:

- (1) Articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel

products, or Section 70917(c) materials. *See guidance on the cost of components for manufactured products to help determine compliance with the Buy America Preference.*

5. “Manufactured Products - Cost of Components” means for items that fit the definition of manufactured products, the Buy America Requirement specifies that the cost of components from domestic sources must be greater than 55 percent. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, the following instructions must be used by manufacturers:
 - (1) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether a duty-free entry certificate is issued), or
 - (2) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product (*example: labor costs*).

IEDA/IFA recommends that grantees and their representatives confirm manufacturers’ understanding regarding the cost of components guidance when reviewing certifications.

6. “Section 70917(c) Materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the IIA. These materials are specifically excluded from the definition of construction materials, so projects using those materials do not need to procure them in compliance with the domestic preference requirement under BABA. However, the materials need to be identified and classified as Section 70917(c) materials in project records.

Compliance Procedures (Procurement, Classification and Claims)

Procurement

Grantees must incorporate BABA into procurement procedure and bid solicitations which follow federal regulations under 2 CFR 200. *See separate Management Guide chapter on Procurement Standards.* All contracts, including administration, engineering and construction, must include the BABA language available in Appendix 2 *Required Contract Provisions*.

In addition, the bid packet, prepared by the project engineer or architect, should list all products which are part of the project that are required to meet BABA regulations. This includes all iron and steel, defined construction materials and manufactured products that are part of the project. This is to ensure bidders are prepared to submit manufacturer certifications on each BABA-covered item based on its applicable category.

Manufacturers of iron or steel, construction materials, and manufactured products are expected to provide certification of compliance with Build America Buy America to your project's general contractor. Examples of information that may be included in a certification:

1. A reference to the project.
2. Specific item information.
3. Reference to BABA requirement, classification and how any specific requirements relate to their item (for example, the cost of components of a manufactured product).
4. Location of where item is manufactured or produced.
5. A company representative signature and contact information.

The winning contractor will take the engineer or architect BABA-covered list and provide certifications for each BABA-covered product on the project.

Grant administrators should take the list of BABA-covered products from the engineer or architect and the certifications that the contractor submitted for each product in the project and include them in IEDA/IFA's Project Items BABA Status Worksheet throughout the project. The worksheet should be filled out and uploaded to Iowa Grants under the BABA-compliance tab.

No construction activity claim will be approved without certification that the contractor has met BABA requirements for that respective claim. The expectation is that the certification submittal should begin prior to the start of construction. For each construction activity claim, the contractor and engineer will certify that the materials used in that particular pay request are BABA- compliant. Grantees will provide the form for the engineer and contractor to certify.

Upon submitting a claim on Iowa Grants, the grantee will certify that the claim is BABA-compliant. Grantees should have the certifications on file documenting compliance. The grantee will be required to keep records of the certification documentation consistent with existing records retention.

Classification

For each project, grant administrators must use IEDA/IFA's Project Items BABA Status Worksheet to identify and track all project items and which category they are to be classified. The required certification from each manufacturer regarding BABA compliance may provide additional information regarding product classification based on how it was made and its contents.

Federal requirements provide that the classification of each item as falling into one of the categories must be made on its status at the time it is brought to the work site for

incorporation into an infrastructure project. Grantees will need to ensure this requirement as each item is delivered and incorporated into the project.

Records

Grantees should document the process used to analyze if the Buy America Preference applies to your project and collect records to demonstrate compliance with BABA requirements. This can be part of the Project Items BABA Status Worksheet. Records should be consistent with existing records retention requirements.

IEDA/IFA requires use of the Project Items BABA Status Worksheet as minimum documentation. However, grantees are free to develop any system for tracking items used on the project and the accompanying compliance documentation if it helps with implementation and compliance. Helpful data may include product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material as otherwise required), specifications and standards required, status of obtaining certification letter, product cost, and whether the item might qualify under another applicable waiver.

You may find that market research is important in determining compliance. While this is not required, IEDA/IFA encourages innovative research and compliance tools to assist with meeting BABA regulations.

Education is another critical component to successfully administering these new requirements. Grantees should educate engineers and contractors on the process to help you administer the project faster, easier and more successfully.

Waivers

The Buy America Preference applies to all infrastructure spending unless HUD issues a waiver in three limited situations:

1. When applying the domestic content procurement requirement would be inconsistent with the public interest.
2. When types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
3. Where the inclusion of those products and materials will increase the cost of the overall project by more than 25%.

The following steps are required to be considered for a waiver:

1. The waiver request process will require a significant amount of research and effort. All waiver requests must include a detailed justification for the use of goods,

products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, or nonproprietary communications with potential suppliers. First, contact your IEDA/IFA program manager or IEDA/IFA's BABA Coordinator before you begin the waiver process.

2. Documentation of efforts to identify compliant items for the project will need to be summarized and attached to the waiver request form required by IEDA/IFA. Information from suppliers, manufacturers, and bids (if applicable) should be used to develop the waiver request. You must work with your program manager or IEDA/IFA's BABA Coordinator to prepare the waiver form for submittal to HUD. Prior to submission to HUD, the latest Project Items BABA Status Worksheet should be submitted to IEDA for a full picture of the status of BABA compliance for the project.
3. IEDA/IFA will review the information and determine whether to submit the waiver request to HUD. If additional research is warranted, IEDA/IFA will provide additional instructions to complete the waiver request form prior to submittal or guidance regarding potential BABA-compliant alternatives for the project.
4. IEDA/IFA will finalize and submit the waiver request form to HUD. The estimated turnaround time for federal review of the request is at least 90 days. However, it may take longer. This process could significantly delay the project.
5. You must receive HUD approval of the waiver before construction on your project begins, and/or any time during the project when it becomes apparent that a waiver is necessary. If the waiver request is denied, IEDA/IFA will consult with each project on next steps.

Non-Compliance

Additional guidance from HUD on non-compliance may be forthcoming. Below is some information on non-compliance and potential remedies for education purposes only. IEDA/IFA anticipates involvement of HUD when non-compliance is identified.

Examples of non-compliance are provided below:

1. Improper Implementation: The award recipient or sub-recipient attempted to comply with the Buy American provisions but did so in an improper manner. Often occurs because of process problems, oversight problems, confusion, or lack of resources.
2. Mislead by Contractor, Vendor, or Manufacturer: The award recipient or sub-recipient has been misled by a contractor, vendor, or manufacturer.
3. Award Recipient Misconduct: The award recipient or sub-recipient made no genuine attempt to comply with the Buy American provisions.

4. Fraud: A vendor/manufacturer knowingly certifies falsely that their product is Buy American Compliant, or an award recipient or sub-recipient states that they are using compliant goods, when they knowingly are not.

Potential remedies for non-compliance:

1. Cancellation of purchase: If materials that are non-compliant have been procured, but not installed into the project, those items should not be used.
2. Removal of the non-compliant materials.
3. Absorption of the cost of non-compliant items.
4. Reduction of award value by procurement cost of non-compliant materials.
5. Withhold payment, suspend, or terminate award.
6. Withhold or restrict future awards or debarment from federal assistance, contracts, and subcontracts.

Appendices

The following files can be found in the Appendix 2 of this Guide:

1. Waiver request form.
2. Sample certification form.
3. Project Items BABA Status Worksheet.
4. Sample language for inclusion in contracts.

Site and Easement Acquisition and Relocation

The requirements in this section apply to acquisition of real property and permanent easements necessary for CDBG projects. The primary source for HUD real estate acquisition and relocation policy is HUD Handbook 1378, available on the HUD website: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780

There are two laws that govern property acquisition when CDBG funds are involved: The Uniform Relocation and Real Property Acquisition Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. The following sections provide a general summary of the most common requirements of CDBG recipients under these laws.

Acquisition and relocation requirements are applicable to the CDBG recipient (City or County government) or the subrecipient (e.g., non-profit organization or Rural Water District, etc.).

Regardless of whether property is purchased with CDBG funds or local funds, the purchase must still follow the acquisition and relocation requirements outlined in the following pages.

Section 104(d) requires recipients to provide a one-for-one replacement of all occupied and vacant, occupiable lower-income dwelling units that are demolished or converted to another use in connection with a CDBG-assisted activity, unless the State determines that objective data indicates that there is an adequate supply of vacant lower-income dwellings in standard condition available.

Acquisitions Procedure

If the entity purchasing the property does NOT have the power of eminent domain (such as non-profits, Rural Water Districts, etc.), the following process should be followed:

- 1) The subrecipient notifies the property owner in writing by certified mail that it does not have the power of eminent domain and therefore, it will be unable to acquire the property in the event negotiations fail.
- 2) Inform the owner in writing by certified mail of the fair market value for the property; an appraisal is not necessary, but the offer must include an explanation of how the value was reached.

A sample notice is included in Appendix 2 of this guide.

If the entity purchasing the property DOES have the power of eminent domain (City or County), the recipient must determine if the purchase is voluntary or involuntary.

A **voluntary** purchase must meet all of the following criteria:

- 1) No specific property is needed, but the search for alternative sites may be limited to a general geographic area.
- 2) The property is not part of a planned or designated area where all the property in the area will eventually be acquired.

BABA CLAIM COMPLIANCE CERTIFICATION FORM

CLIENT NAME: _____ (hereinafter CLIENT)
PROJECT TITLE: _____ (hereinafter PROJECT)
CDBG PROJECT NUMBER: _____ CDBG CLAIM NO. _____
CONTRACTOR NAME: _____ (hereinafter CONTRACTOR)
PAY APPLICATION NO. _____ AMOUNT: _____

CONTRACTOR CERTIFICATION

I _____ the project manager, superintendent, owner, or authorized representative of the CONTRACTOR which has been contracted by the CLIENT to complete the proposed PROJECT and for which we are now submitting Pay Application No. _____ in the amount of _____ hereby certify that all the iron, steel, construction materials, and manufactured products brought onto the PROJECT site and used on the PROJECT are BABA Compliant as required by the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-5. I also certify that I have provided the GRANT ADMINISTRATOR with a full and complete list of BABA-eligible products to be used on this project and all the required BABA certifications for those items as provided by the manufacturer.

SIGNED: _____ DATE: _____
PRINTED NAME: _____ TITLE: _____

ARCHITECT OR ENGINEER CERTIFICATION

I _____ the architect or engineer for the PROJECT hereby certify that I have reviewed the CONTRACTOR's Pay Application No. _____ and the materials used on this project and agree that the CONTRACTOR has utilized certified BABA compliant iron, steel, construction materials, and manufactured products for the work that is certified as complete as of this pay application.

SIGNED: _____ DATE: _____
PRINTED NAME: _____ TITLE: _____

This form is required by IEDA for each submission of a draw for reimbursement on the CDBG funded project.

END OF SECTION 00 73 51

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the responsibilities and procedures involved with Allowances, and Alternates. This information is provided for general use during the course of the project and does not necessarily mean that Allowances or Alternates exist at the time of the Bid. Refer to individual Specification Sections or the Drawings for the identification of Allowances or Alternates specific to the Work of this project. Refer also to the Bid Alternate Schedule in the form bid sheet.
- B. The Contractor shall include in his or her Bid, all Allowance costs. A separate list of allowance costs shall be included with the bid form.
- C. Contingency Allowance: A contingency allowance shall be included in the Contractor's base bid amount. Contingency amounts can be used at the Owner's discretion with the Architect's counsel. **Contingency allowance amounts shall be: 5% of the Base Bid amount unless otherwise noted.**

1.02 ALLOWANCES

- A. Allowances may include any or all of the following:
 - 1. Lump sum allowances.
 - 2. Unit cost allowances.
 - 3. Contingency allowances.
- B. Costs Included in Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts; and applicable taxes.
- C. Costs Not Included in the Allowance But Included in Contract Sum: Protection of products from elements and from damage; and labor for installation and finishing, overhead, profit, and other expenses contemplated for stated allowance amounts.
- D. Architect Responsibilities:
 - 1. Consult with Contractor in consideration and selection of products, suppliers, and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- E. Contractor Responsibilities:
 - 1. Assist Architect in selection of products, suppliers, and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of selection by Architect, Owner, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- F. Difference in costs will be adjusted by Change Order.
- G. Selection and Purchase:
 - 1. At the earliest practical date after award of the Contract, advise Owner or Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
 - 2. At Owner or Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
 - 3. Purchase products and systems selected by Architect from the designated supplier.
- H. Submittals:
 - 1. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

2. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- I. Contingency Allowances:
 1. Use the contingency allowance only as directed by Owner or Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
 2. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
 3. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and overhead and profit margins.
 4. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.03 ALTERNATES

- A. Related Documents:
 1. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.
 2. Description of Requirements:
 - a. Definition: An Alternate is an amount shown in the Form of Proposal that will be added or deducted from the Contract Amount if the Owner elects to accept the Alternate by issuance of a Change Order in the stated amount altering in either scope of work or in products, materials, equipment, systems or installation requirements methods described in the Contract Documents.
 - 1) The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
 - b. Coordination: Contractor to coordinate related work and modify and adjust adjacent work as required to ensure that work affected by each accepted Alternate is complete and fully integrated into the Project.
 - 1) Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
 - c. Notification: Immediately after Contract Signing prepare and distribute to each party involved a notification of the status regarding each Alternate. Indicate whether Alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates, if any.
 - d. Execute accepted alternates under the same conditions as other work of the Contract.

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 2. Submit the Schedule of Values to Owner or Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the bid form as a guide to establish line items for the final

Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect (if applicable) and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheet or similar as form for Applications for Payment is preferred but not required. Contact architect for assistance.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
3. 5% of total costs shall be retained until the completion of the project.
- E. Transmittal: Submit 1 signed and notarized original copy of each Application for Payment to Owner or Architect. Include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of Mechanic's Liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Partial Lien Waivers: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.

4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims." Or similar form.
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens." Or similar form.
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final, liquidated damages settlement statement

END OF SECTION 01 20 00

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 COORDINATION AND MEETINGS

- A. Preconstruction Conference:
 - 1. Prepare for and attend an initial meeting before date of commencement of Work. Time, place, agenda, and leader of meeting will be determined by Owner.
 - 2. The following shall attend:
 - a. Owner's Representative.
 - b. Architect and Consultants.
 - c. Contractor's Project Manager or Corporate Officer-in-Charge.
 - d. Contractor's Superintendent.
 - e. Major subcontractors.
 - 3. Agenda Items:
 - a. Time of commencement of Work.
 - b. Construction schedule.
 - c. Use of site.
 - d. Delivery and storage procedures.
 - e. Safety.
 - f. Security.
 - g. Review of administrative procedures.
 - 1) Progress meetings.
 - 2) Submittals procedure.
 - 3) Applications for Payment.
 - 4) Substitutions/Change Orders.
 - 5) Record Documents.
 - 6) Contract Close-out.
 - 4. General Submittals required at Preconstruction Meeting:
 - a. List of subcontractors.
 - b. Construction Schedule.
 - c. Submittal Schedule.
 - d. Schedule of Values, preliminary or final.
 - e. Evidence of permits and other licenses.
 - f. Evidence of Contractor's insurance coverage.
 - g. Superintendent qualifications, if requested by Owner.
- B. Progress Meetings:
 - 1. Progress meetings shall be held on a twice monthly basis or at the discretion of the Owner or Architect, and at regularly scheduled times that are convenient for the attendance of subcontractors and other parties involved.
 - a. The following list of construction representatives shall attend all scheduled construction progress meetings:
 - 1) Owner
 - 2) Architect
 - 3) Project Manager and Project Superintendent of the following:
 - a) General Contractor:
 - b) Mechanical Contractor: if work involved
 - c) Electrical Contractor: if work involved
 - 4) Other subcontractors and suppliers as requested by the General Contractor.
 - b. Agenda:
 - 1) Review construction schedule and coordination items.
 - 2) Review submittal schedule and required milestones.

- 3) Conduct meetings in a manner that resolve coordination problems.
 - 4) Review clarifications and supplemental instructions as required.
 - c. Responsibilities:
 - 1) General Contractor shall preside at each meeting, and shall record meeting results.
 - 2) General Contractor shall distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
 - 3) General Contractor and Major Subcontractors: Cooperate in scheduling and attending all regularly scheduled Project Meetings. Notify General Contractor prior to meeting if representative is unable to attend.
 - C. Limitations on Use Of Construction Area:
 1. General Contractor: Specific limitations on usage as well as specific requirements that impact utilization are as indicated in the pre-bid conference and by other Contract Documents in coordination with the subcontractors. Each subcontractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
 - D. Cross Discipline Coordination:
 1. General:
 - a. General Contractors: Review all Contract Drawings and Specifications to ascertain all items of work that may indicate materials or labor to be supplied by several subcontractors.
 - b. General Contractors: Verify that cross discipline work as indicated below has been included in proposals even though this requirement has not been specifically cross referenced by the Contract Documents.
 2. Cross Contract Coordination Categories: (Including but not limited to the following)
 - a. Electrical:
 - b. Fire safing/stopping at walls and floors
 3. Architectural rough-in and installation of:
 - a. Fire stopping of floor and wall penetrations
 - b. Electrical, lighting, and outlets
- 1.02 CONSTRUCTION PROGRESS DOCUMENTATION**
- A. Schedule Of Tests Required:
 1. The Contract Documents of this Contract require that the Contractor submit to the Architect for review and information the following tests and that the Contractor shall include the costs of such tests in account of this bid.
 - a. SPECIAL INSPECTIONS: When required by Code or local ordinance, inspections: by Owner under separate contract.
 - B. Work Schedule:
 1. The Contractor shall submit to the Architect for approval a schedule of work identifying the sequence of construction, beginning and completion time of equipment installation, material application, subcontractor work, etc.
 2. Such schedule may be by critical path schedule or other such means as approved by Architect or owner. Specific tasks shall be appropriately identified with date on job and completion.
 3. Contractor shall update the work schedule periodically and as requested by Architect.
 - C. Progress Schedules And Reports:

1. The Contractor shall submit with the Application for Payment a progress schedule noting work complete, product delivery schedule and current status of project.

END OF ADMINISTRATIVE REQUIREMENTS 01 30 00

SECTION 01 31 13

PROJECT COORDINATION

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01 33 00: Submittal Procedures.
- B. Section 01 60 00: Product Requirements.
- C. Section 01 77 00: Closeout Procedures.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various Sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items to be installed later.
- B. Coordinate sequence of work to accommodate Owner occupancy.
- C. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of the various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

1.03 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals as specified in Section 01 33 00.
- B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.

1.04 COORDINATION OF SPACE

- A. Coordinate use of project space and sequence of installation of work which is indicated diagrammatically on the drawings. Follow routings indicated for pipes, ducts, conduits, etc., as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- B. In finished areas, except as otherwise indicated, conceal pipes, ducts and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.05 COORDINATION OF CONTRACT CLOSEOUT

- A. Coordinate completion and cleanup of work of separate Sections in preparation for Substantial Completion.
- B. After Owner occupancy of the premises, coordinate access to site for correction of defective work and work not in accordance with the Contract Documents, to minimize disruption of the Owner's activities.
- C. Assemble and coordinate closeout submittals specified in Section 01 77 00.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent work.
- B. Verify that existing substrate is capable of structural attachment of new work being applied.
- C. Examine and verify specific conditions described in individual specifications sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct location.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying the next material or substance.
- C. Apply any manufacturer required or recommended substrate primer, sealer or conditioner prior to applying any new material or substance in contact or bond.

3.03 CUTTING AND PATCHING

- A. Employ skilled and experienced personnel to perform cutting and patching. Where products being cut are products put in place under this Contract, have cutting and patching performed by the original installer.
- B. If provisions for cutting and patching for any specific item is not addressed in the Contract Documents, submit a written request to the Architect in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of the Project.
 - 2. Integrity of weather exposed or moisture resistant elements.
 - 3. Efficiency, maintenance or safety of any operational element.
 - 4. Visual quality of site exposed elements.
 - 5. Work of the Owner.
- C. Include in the above request:
 - 1. Location and description of affected and proposed work and necessity for cutting or alteration.
 - 2. Alternatives to cutting and patching.
- D. Execute cutting, fitting and patching to complete the Work and to:
 - 1. Fit the several parts together properly to integrate with other work.
 - 2. Uncover work to provide for installation of improperly sequenced work.
 - 3. Uncover work to provide for the Architect's observation of covered work.
 - 4. Remove and replace defective and non-conforming work performed under this Contract.
 - 5. Provide openings in non-structural elements for penetrations of mechanical and electrical work.
 - 6. Execute fitting and adjustment of products to provide proper finished installation to comply with specified tolerances and finishes.
- E. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of the Contract Documents.
- H. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling or floor construction. Completely seal voids. At penetrations of fire-rated construction, completely seal voids with fire-rated material to full thickness of the penetrated element.
- J. Refinish entire surfaces where cutting and patching work occurs to provide an even, continuous finish to match adjacent finish to nearest intersections. Where assemblies are damaged by cutting and patching, refinish entire assemblies.

3.04 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in individual Sections. Match existing products and work for patching and extending work.
- B. Employ skilled and experienced personnel to perform cutting and patching. Where products being cut are products put in place under this Contract, have cutting and patching performed by the original installer.
- C. Preparation:
 - 1. Cut, move or remove items as necessary for access to alterations and renovations work. Replace and restore at completion. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry or concrete. Replace materials as specified for finished work.
 - 2. Remove debris and abandoned items from the area and from concealed spaces.
 - 3. Prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.

4. Close openings in exterior surfaces to protect existing work, and salvage items if applicable, from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- D. General alterations work requirements:
 1. Perform work to make altered spaces complete in all respects, including finishes and operational mechanical and electrical systems.
 2. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition, unless indicated otherwise.
 3. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent new finishes.
 4. Recover and refinish work that exposes mechanical and electrical work exposed accidentally during the work.
 5. Fit work at penetrations of surfaces.
 6. In addition to cleaning specified in Section 01 74 13, clean Owner-occupied areas of the Work daily.
- E. Transitions:
 1. When new work abuts or aligns with existing, provide a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.
 2. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, neatly terminate existing surface along a straight line at a natural line of division, and request instructions from the Architect.
- F. Where partitions are removed, patch floors, walls and ceilings with finish materials to match existing.
 1. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls and ceilings to provide smooth planes without breaks, steps or bulkheads.
 2. Where a change of plane of 1/4 inch or more occurs, request instructions from the Architect.
- G. Trim existing doors as necessary to clear new floors. Refinish trimmed areas.
- H. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- I. Install products and finish surfaces as specified in individual Sections. Finish patches to form uniform finish and texture over the entire area. When finish cannot be matched, refinish the entire surface to the nearest intersections.

END OF SECTION 01 31 13

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Submittal Procedures.
 - 2. Construction Progress Schedules.
 - 3. Proposed products list.
 - 4. Product data
 - 5. Shop drawings
 - 6. Samples
 - 7. Design data
 - 8. Test Reports
 - 9. Certificates
 - 10. Manufacturer's instruction
 - 11. Construction photographs

1.03 SUBMITTAL DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's and Construction Manager's responsive action.
- B. Informational Submittals: Written information that does not require Architect's and Construction Manager's approval. Submittals may be rejected for not complying with requirements.

1.04 SUBMITTAL PROCEDURE

- A. All submittals will be submitted from the Subcontractor to the General Contractor. Photos of the physical samples shall also be submitted to the General Contractor.
- B. Submittals, including those specified herein to be submitted to the Architect, excluding those directed to a specific individual, shall be submitted directly to the General Contractor for their review. General Contractor will forward the required submittals to the Architect for their review.
- C. Contractors on this Project shall provide submittals in accordance with the requirements of this Section. Where a submittal is required by a Contractor but assistance needed from others, Contractors shall participate and cooperate to expedite each submittal.
- D. Where submission of samples, shop drawings, or other items are required from suppliers or subcontractors, it shall be the responsibility of the Contractor for whom the subcontractor is executing the Work to see that the submittal items required are complete and properly submitted, and corrected and resubmitted at the time and in the order required so as not to delay the progress of the Work. Submittals shall be made through the Contractor.
- E. The Contractor shall check shop drawings, samples, and other submittals and submit them to the Architect with a letter of transmittal giving their approval, comments, and suggestions. Each transmittal shall include the following information:
 - 1. Date submitted.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Identification by Specification Section and quantity submitted for each submittal including name of subcontractors, manufacturer, or supplier.
 - 5. Notification of deviations from the Contract Documents for each submittal.
 - 6. Contractor's written approval marked on each submittal.

- F. The Contractor shall prepare, review, and stamp with their approval and submit, with reasonable promptness or within the specified time periods and in orderly sequence so as to cause no delay in the Work or in the Work of another Contractor, submittals required by these Contract Documents or subsequently required by modifications.
- G. The General Contractor and Architect shall review and take action on submittals with reasonable promptness, so as to cause no delay in the progress. A reasonable period of time in accordance with approved project schedule for review of and action taken on submittals shall be as specified herein, but in no case shall it be less than 10 working days from the time it is received by the Architect until the time the submittal is marked and forwarded or returned. Contractors shall allow sufficient mailing time for submittals.
- H. A schedule of submittals shall be submitted by the Contractor within 15 calendar days of Notice to Proceed date and before any materials, equipment, or fixtures are purchased. The schedule must include proposed submittal dates. The dates listed in the schedule must allow sufficient time for review and processing by the Architect. Resubmittal, if necessary, of the shop drawings or other data before the Work represented by shop drawings and samples is needed by the Contractor to complete its performance under their Contract. No extensions of time will be granted to the Contractor because of its failure to have shop drawings, video tape, sample, and product data submitted in time to allow for review, resubmittal and final review. Contractor must also submit a separate schedule (in table format), identifying all submittals dates for review and approval.

1.05 SHOP DRAWINGS

- A. The Sub Contractor or Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the General Contractor and the Architect. Such Work shall be in accordance with approved submittals.
- B. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
 - 1. AutoCAD Drawings: CD copy of Drawings may be available from the Architect. The Contractors requiring this service must contact the Architect to verify availability. Contractors requesting drawings shall also be required to submit a release waiver that may be obtained from the Architect.
- C. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 - 1. Advertising brochures will not be accepted as shop drawings.
 - 2. Erection and setting drawings as referred to in these Specifications will be considered as shop drawings and shall be submitted along with detailed shop drawings.
 - 3. Where schedules are required to indicate locations, they shall be submitted as part of the shop drawings package for that item.
 - 4. Shop drawings and schedules shall repeat the identification shown on the Contract Drawings.
 - 5. The Sub Contractor and General Contractor shall check all shop drawings, samples, and other submittals and submit them to the Architect giving their approval and/or comments and suggestions.
 - 6. Include the following information:
 - a. Dimensions.
 - b. Identification of products and materials included by sheet and detail number.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurements.

- D. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, submittal name, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Architect's "action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the General Contractor will be returned "without action".
- E. By approving and submitting shop drawings, the General Contractor thereby represents that they have determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that they have checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents prior to submitting to the Architect. Submittals which are received from sources other than through the General Contractor will be returned without review, requiring resubmittal.
- F. The Contractor shall make corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings until appropriately marked. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.
- G. The Architect will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate review of an assembly in which the item functions.
 - 1. Only shop drawings, product data, and samples marked "Reviewed for Design Content Only" or "Reviewed as Noted" shall be considered "final" and used in conjunction with the work of this Project.
- H. The Architect's review of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the shop drawings.
 - 1. The Architect's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and qualities, or for substantiating instructions 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 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 it is a component.
- I. Notations and remarks added to shop drawings by the Architect are to ensure compliance to Drawings and Specifications and do not imply a requested or approved change to contract cost.
- J. Should deviations, discrepancies, or conflicts between shop and contract drawings and Specifications be discovered, either prior to or after review, Contract Documents shall control and be followed.
- K. The following number of shop drawings and product data submittals shall be made on this Project. Where an insufficient number of copies are submitted, no action will be taken until the proper number of copies have been received. Additional copies beyond the number required will be discarded. Schedule of Required Shop Drawings and Product Data
 - 1. Electronic copy shall be emailed to the Architect.
- L. Shop drawings not requested by the Architect/Engineer shall be returned without action.
- M. Shop drawings will be marked as follows: Contractor shall take the following action for each respective marking:

1. REVIEWED FOR DESIGN CONTENT ONLY.
 2. REVIEWED AS NOTED – Final but Restricted Release; Contractor may proceed with fabrication, taking into account the necessary corrections on submittal and with Contract Documents.
 3. REVIEWED - REVISE AND RESUBMIT – Contractor will be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings so marked have been completely revised, resubmitted, and marked by Architect.
- N. More than two reviews of each Shop Drawing, Product Data item, sample and similar submittals will be subject to a deductive change order to provide funds for compensating the Architect/Engineer for the additional review.

1.06 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information.
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - a. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
 3. Submittals: Submit electronic copy of each required submittal. The Architect will retain one and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.
- B. In compliance with the OSHA Hazard Communication Standard (1910.1200, 08-24-1987) Contractors shall post at the site MSDS (Material Safety Data Sheets) for ALL products classified as hazardous that their firm has knowledge that they will be furnishing, using, or storing on the jobsite during the duration of this Project in accordance with OSHA standards. At the completion of the project, the Contractor shall turn their "MSDS" information directly over to the Owner.

1.07 SAMPLES

- A. The Contractor shall submit to the Architect triplicate samples to illustrate materials or workmanship, colors, and textures, and establish standards by which the Work will be judged.
1. Submit full size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of

materials, color range sets, and swatches showing color, texture and pattern.

- a. Mount or display samples in the manner to facilitate review of qualities indicated. Prepared samples to match the Architect's sample. Include the following:
 - 1) Specification Section number and reference.
 - 2) Generic description of the sample.
 - 3) Sample source.
 - 4) Product name or name of the manufacturer.
 - 5) Compliance with recognized standards.
 - 6) Availability and delivery time.
- b. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - 1) Where variation in color, pattern, texture, and other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - 2) Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
- B. By approving and submitting samples, the Contractor thereby represents that they have determined and verified materials, catalog numbers, and similar data, and that they have checked and coordinated each sample with the requirements of the Work and of the Contract Documents prior to submitting to the Architect.
- C. The Contractor shall resubmit the required number of correct or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted samples to revisions other than the changes requested by the Architect on previous submissions.
- D. The Architect will review samples but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate approval of an assembly in which the item functions.
- E. The Architect's action shall not relieve the Contractor of responsibility for deviations from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of the deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the samples.
- F. Unless otherwise specified, samples shall be in triplicate and of adequate size to show function, equality, type, color, range, finish, and texture of material. When requested full technical information and certified test data shall be supplied.
 - 1. Each sample shall be labeled, bearing material name and quality, the Contractor's name, date, project name, and other pertinent data.
 - 2. Transportation charges to and from the Architect's office must be prepaid on samples forwarded. Samples shall be retained by the Architect until the Work for which they were submitted has been accepted.
- G. Materials shall not be ordered until final review is received in writing from the Architect. Materials shall be furnished, equal in every respect to reviewed samples. Where color or shade cannot be guaranteed, the maximum deviation shall be indicated by the manufacturer. Work shall be in accordance with the final reviewed samples.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 33 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY EQUIPMENT AND WORK ITEMS

- A. Provide the following listed temporary equipment and work items; maintain and remove same at completion where applicable.
 - 1. Grounded UL approved extension cords from work area to power source and any additional lighting required to perform the work, and as required by applicable laws.
 - 2. Restoration of areas damaged by construction operations.
 - 3. Removal of snow, frost and ice for work continuance.
 - 4. Drinking water for own employees if otherwise not available.
 - 5. Receiving of materials at the site.
 - 6. Barricades for protection of people and property, including fall protection at roofs, warning signs, traffic control signs, flashers, etc., in addition to barricades.
 - 7. Acceptable fire protection within five feet (5') of any burning, welding, cutting, or soldering operations.
 - 8. Replace barricades removed for convenience or for access to the work.
 - 9. Materials hoisting systems as required to expedite the work.
 - 10. Ladders, scaffolding and similar items for own employees in addition to the facilities.

1.03 SPECIAL TOOL REQUIREMENTS

- A. Furnish all necessary power and hand tools to properly perform the work.
- B. Certain electrical power requirements will be furnished by the Electrical Contractor. It is the individual Contractor's responsibility to make their own arrangements with the Electrical Contractor in the event special power requirements are needed for their special tools.

1.04 TEMPORARY ELECTRICITY

- A. Connect to existing service. Do not disrupt the Owner's need for continuous service.
- B. The energy cost of power consumed during construction shall be paid by the Owner.

1.05 FIRE PROTECTION

- A. Provide adequate fire protection and fire prevention for the Project and in no case less than that required by applicable federal law(s).
 - 1. Minimum provisions, unless otherwise required by law(s), shall be 10# capacity ABC type fire extinguishers, plainly marked and easily accessible, in each area where work is in progress.

1.06 TELEPHONE, INTERNET, COPYING, SCANNING AND PRINTING SERVICE

- A. Provide, maintain and pay for telephone and internet service to the field office at the time of project mobilization.
- B. Provide and maintain a device capable of copying, scanning and printing that is connected to the Job Superintendent's computer while at the field office.

1.07 TEMPORARY WATER SERVICE

- A. The Building Owner's existing water source may be used for construction operations so long as backflow prevention devices, or other contamination prevention devices, are used at each connection. The Owner will pay cost of water used.
- B. Provide drinking water in approved sanitary containers and disposable cups for workers.
- C. Extend branch piping with outlets located so that water is available by use of hoses with threaded connections.

1.08 FIELD OFFICES AND SHEDS

- A. The General Contractor, will provide and maintain a weathertight building or an office

trailer with:

1. Lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with furniture.
 2. Job telephone and telefacsimile as specified above.
 3. Space for Project meetings, with table and chairs to accommodate a minimum of 12 persons.
 4. Work table large enough to accommodate working drawings.
 5. Files, drawings, racks, and shelves to maintain order and neatness.
- B. Temporary structures required for offices, storage or other purposes in the performance of the Work, shall be located and erected only with approval of the General Contractor and Owner and shall be removed and the premises shall be cleaned of all debris when directed. The vacated area shall be restored to the original condition when necessary.
- C. All temporary work sheds and offices, if of combustible construction, shall be located at least thirty (30) feet from the building.
- D. Subcontractors requiring power to temporary structures will make their own arrangements for such power.
- E. Relocation costs by SUBCONTRACTOR if needed or directed by General Contractor.

1.09 TEMPORARY SANITARY FACILITIES

- A. Provide portable type toilets; "Saniprep" units, or approved equal facilities for entire duration of the project.
- B. Adequate facilities shall be provided for all workers on the Project and in no case less than those required by applicable federal law(s).
- C. This Contractor will provide necessary paper goods and soap.
- D. Keep facilities clean and sanitary.

1.10 SECURITY ENCLOSURES

- A. Construction aids
1. Provide and maintain temporary gang ladders, stairs, ramps, runways, platforms and other such facilities and equipment for proper access to the Work for all Contracts, and in no case less than those required by applicable Federal, State, and local law(s).
 2. When permanent stair framing is in place, provide temporary treads, platforms and railings for use by construction personnel.
- B. Temporary enclosures
1. Provide reinforced plastic or plywood covered frames for window openings and hinged plywood or batten doors with locks to maintain temperatures necessary to perform the work and provide security.
 - a. Provide protection against all kinds of adverse weather so that the building and materials will not be damaged, and against unauthorized entry.
 - b. Protection shall be provided well in advance of finishing operations.
 2. Provide temporary enclosures to separate work areas from finished areas and from areas occupied by Owner to prevent penetration of dust or moisture into finished and occupied areas, and to protect the public from construction work.
 - a. Temporary partition and ceiling enclosures: framing and sheet materials which comply with structural and fire rating requirements of applicable codes and standards.
 - b. Close joints between sheet materials, and seal edges and intersections with existing surfaces, to prevent penetration of dust or moisture.
 - c. Insulation rating: R-19 or greater insulation between studs
 - d. Finish: Paint surfaces exposed to view in Owner occupied areas to match surrounding.
- C. Relocation and removal:
1. Relocate as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner and other

- contractors employed at the site.
2. Completely remove when construction needs can be met by use of permanent construction.
3. Clean and repair damage caused by installation or by use.
4. Restore existing facilities used for temporary purposes as specified or to original condition.
5. Restore permanent facilities used for temporary purposes to specified condition.

1.11 MAINTAINMENT OF EGRESS

- A. Where renovation or construction is underway in any means of egress, inspect daily to insure such areas are maintained free of all obstructions or impediments so that full and instant use would be available in the case of fire or other emergency.
- B. Insure that means of egress not affected by construction or renovation are not obstructed by construction equipment or materials.
- C. Comply with NFPA 241, "Standard for Safeguarding Construction, Alteration, and Demolition Operations".

1.12 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specifications sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floor from traffic, dirt, wear damage, or movement of heavy objects, by protecting with durable sheet materials.

1.13 PROGRESS CLEANING AND WASTE CONTROL

- A. Maintain areas free of waste materials, debris and rubbish.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of finish work. Maintain areas free of dust and other contaminants during finishing operations.
- D. Collect and remove waste materials, debris and rubbish from the site, and periodically dispose of site.

1.15 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials and services prior to the Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary items. Remove underground installations to a depth of two feet and grade as indicated or to match existing adjacent areas.
- C. Restore permanent facilities used during construction to specified condition.
- D. Restore existing facilities used during construction to original condition, unless specified otherwise.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 50 00

SECTION 01 56 26

TEMPORARY FENCING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 SCHEDULING

- A. Provide temporary fencing to outline limits of site usage prior to start of other work as directed by the General Contractor.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Fencing to be six (6) feet high chain link with gates. Fabric to be 9 ga. galvanized wire mesh, or fencing shall be new plastic snow-type fencing, four (4) feet high, with 2x4 wood top rail. Posts shall be heavy-duty studded steel T-posts, 1-3/8" x 1-3/8" x 7/64" thick by 4' tall.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Chain link
 1. Install construction perimeter fencing as directed by the General Contractor.
 2. Space posts ten (10) feet o.c. and drive three (3) feet into ground. Fasten fence to each post with five (5) fasteners.
 3. Provide gate posts and gates for two (3) 20'-0" wide openings (each opening to contain two (2) 10'-0" leaves) with forked type of plunger type latch to permit operation from either side of gate with padlock eye as an integral part of latch.
- B. Plastic
 1. Install construction perimeter fencing as directed by the General Contractor.
 2. Space posts eight (8) feet o.c. and drive three (3) feet into ground. Fasten fence to each post with five (5) fasteners.
 3. Fence to incorporate continuous wood top rail (2x4). Fasten fence to top rail

3.02 MAINTENANCE

- A. Maintain fencing in good repair until completion of the Project unless directed otherwise by the General Contractor.
- B. Relocate fencing if necessary due to construction progress when directed by the General Contractor.
- C. Remove fencing from site when directed by the General Contractor.

END OF SECTION 01 56 26

SECTION 01 58 13

TEMPORARY PROJECT SIGNAGE

PART 1 – GENERAL

1.01 RELATED SECTIONS

- A. Section 06 10 00 – Rough Carpentry

1.02 PROJECT SIGNAGE

- A. The Contractor shall provide, install and maintain a project informational sign through their normal source.
- B. Sign will be located in a location visible to public as directed by the Owner & Architect.
- C. PDF or Adobe Illustrator Files are available from Iowa Economic Development's website
 - 1. <https://www.iowaeconomicdevelopment.com/downloads>
- D. Below is an example of the sign. Note that the color notes, and notes are not to be printed.
 - 1.



PART 2 – Products

2.01 PLYWOOD PANEL

- A. APA Rated: A-B Grade Exterior
- B. Project sign to have the minimum dimensions
 - 1. Thickness: 3/4 inch.
 - 2. Height: 48 inches.
 - 3. Width: 96 inches.

2.02 POSTS

- A. Two – 4 inch by 4 inch, 8 feet long wood preservative-treated posts set no less than 36 inches into the ground.

2.03 FASTENERS

- A. Use exterior grade screws to connect the plywood panel to the wood posts. Space fasteners no greater than 12 inches apart.

END OF SECTION 01 58 13

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following administrative and procedural requirements governing the Contractor's selection of products for use in Project.
 - 1. Product standards and quality.
 - 2. Substitutions
 - 3. Manufacturer's directions.
 - 4. Warranties.
 - 5. Material delivery and responsibilities.
 - 6. Protection.
 - 7. Acceptance of equipment or systems.
 - 8. Product Options.

1.02 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- F. Furnish: To supply and deliver, unload, inspect for damage (same as supply).
- G. Install: To unpack, assemble, erect, apply, place, connect, finish, cure, protect, clean, and ready for use.
- H. Provide: To furnish or supply, plus install.
- I. Supply: To supply and deliver, unload, inspect for damage (same as furnish).

1.03 SUBMITTALS

- A. Substitution Requests: Submit one electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.

1.04 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. The Contractor and subcontractors are responsible for providing products and construction methods compatible with products and construction methods of other subcontractors.
 - 2. If a dispute arises between subcontractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products of the site in a manner that will facilitate inspection and measurement of quality or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.06 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Prime Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written and electronic copy document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.01 PRODUCT STANDARDS AND QUALITY

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents.
- B. Where in the Drawings and Specifications certain products, manufacturer's trade names, or catalog numbers are given, it is done for the expressed purpose of establishing a basis of quality, durability, and efficiency of design in harmony with the work outlined and is not intended for the purpose of limiting competition.
- C. The Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution.
- D. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Architect.
- E. "Or equal":
 - 1. Where the phrase "or equal" or "or equal as approved by the Architect" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Architect unless the item has been specifically approved for this Work by the Architect in an Addendum.
 - 2. The decision of the Architect shall be final.
- F. Availability of Specified Items:
 - 1. Verify prior to bidding that specified items will be available in time for installation during orderly and timely progress of the Work.
 - 2. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.
 - 3. Costs of delays because of nonavailability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.
- G. Where the questions of appearance, artistic effect, or harmony of design are concerned, the Architect reserves the right to refuse approval of substituted products proposed to be substituted for that specified, if in his or her opinion the item to be substituted is not harmonious to the finished effect and appearance desired, as portrayed in the Drawings and Specifications. The Architect's said refusal to approve, established by this paragraph, is final and not subject to arbitration.

2.02 SUBSTITUTIONS

- A. Substitutions: Changes in products, materials of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests of substitutions. The following are not considered to be requests for substitutions.
 - 1. Substitutions requested during the bidding period, accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in the Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
- B. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements:
 - 1. Substitution requests, **including all required documentation**, must be emailed to the Project Leader at the Architects office no later than the date indicated in the specifications. Requests submitted late will not be considered. Contact information can be found on the Curtis Architecture website:

2. The Curtis Architecture & Design PC “Substitution Request Form,” provided at the end of this section, must be used for each product submitted for consideration.

3. The Individual or Firm requesting a substitution must document that the requested substitution is equal or superior to the specified product. Failure to provide clear, accurate, and adequate documentation will be grounds for rejection. Any re-submittal will be handled as a new request.

4. Required documentation shall consist of applicable information which would aid the Architect in making an informed decision. Include **side-by-side product comparisons**, technical data, laboratory test results, product drawings, etc. References shall include three projects which are from one to two years old, and three projects older than five years. Provide a list of references with the owner’s contact name and telephone number.

5. If use of the proposed product would result in changes to the design of the building, the submittal shall describe fully the changes required to the drawings or specifications. Any cost differences resulting from modifications to the drawings and specifications and the cost of making the changes shall be borne by the Product Supplier.

6. **No** product will be considered “as equal” to the product specified until it has been included as an allowable substitution in a written Addendum to the project.

7. The decision of the Architect is final.

2.03 MANUFACTURER’S DIRECTIONS

- A. Manufactured products shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer’s printed directions, unless herein specified to the contrary. Where manufacturer’s printed directions are available and where reference is made to manufacturer’s directions in the Specifications, the Contractor shall submit two (2) copies of such directions through the General Contractor to the Architect prior to the beginning of Work covered thereby.
- B. Where specific installation instructions are not part of these Specifications and Drawings, equipment shall be installed in strict accordance with instructions from the respective manufacturers. Where installation instructions included in these Specifications or Drawings are at a variance with instructions furnished by the equipment manufacturer, the Contractor shall make written request for clarification from the Architect.
- C. In accepting or assenting to the use of apparatus or material, or make, or arrangement thereof, the Architect in no way waives the requirements of these Specifications or the warranty embodied therein.

2.04 WARRANTIES

- A. Specific warranties or bonds called for in the Contract Documents, in addition to that falling under the general warranty as set forth in General Conditions, shall be furnished in accordance with the requirements of the Specifications.
 - 1. Manufacturer’s disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer’s disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

2. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- B. Each Contractor shall and does hereby agree to warrant for a period of one (1) year, or for longer periods, where so provided in the Specifications, as evidenced by the date of Substantial Completion issued by the Architect, products installed under the Contract to be of good quality in every respect and to remain so for periods described herein.
- C. Should defects develop in the aforesaid Work within the specified periods, due to faults in products or their workmanship, the Contractor hereby agrees to make repairs and do necessary Work to correct defective Work to the Architect's satisfaction, in accordance with the amended General Conditions. Such repairs and corrective Work, including costs of making good other Work damaged by or otherwise affected by making repairs or corrective Work, shall be done without cost to the Owner and at the entire cost and expense of the Contractor within 14 days after written notice to the Contractor by the Owner.
 1. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
 2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Nothing herein intends or implies that the warranty shall apply to Work which has been abused or neglected or improperly maintained by the Owner or his or her successor in interest.
- E. Where service on products is required under this Article, it shall be promptly provided when notified by the Owner and no additional charge shall be made, unless it can be established that the defect of malfunctioning was caused by abuse or accidental damage not to be expected under conditions of ordinary wear and tear.
- F. In the event movement in the adjoining structure or components causes malfunctioning, the Contractor responsible for the original installation of the adjoining structure or components shall provide such repair, replacement, or correction necessary to provide for proper functioning to bring the equipment back into the same operating condition as approved at the completion of the building.
- G. The manufacturer and supplier expressly warrants that each item of equipment furnished by them and installed in this Project is suitable for the application shown and specified in the Contract Documents and includes features, accessories, and performing characteristics listed in the manufacturer's catalog in force on the date bids are requested for the Work. This warranty is intended as an assurance by the manufacturer that his or her equipment is not being misapplied and is fit and sufficient for the service intended. This warranty is in addition to and not in limitation of other warranties or remedies required by law or by the Contract Documents. It shall be the responsibility of the Contractor for the particular equipment to obtain this warranty in writing.
- H. In case the Contractor fails to do Work so ordered, the Owner may have work done and charge the cost thereof against monies retained as provided for in the Agreement and, if said retained monies shall be insufficient to pay such cost or if no money is available, the Contractor and his or her Sureties shall agree to pay to the Owner the cost of such Work.

2.05 MATERIAL DELIVERY AND RESPONSIBILITIES

- A. Each Contractor shall be responsible for materials he orders for delivery to the jobsite. Responsibility includes, but is not limited to, receiving, unloading, storing, protecting, and setting in place; ready for final connections. Each Contractor will coordinate jobsite storage with the General Contractor.
 - 1. The Owner will not be responsible for deliveries related to the construction or operation of the Contractor. The Owner cannot sign delivery forms for the Contractor.
- B. Contractors shall ensure that products are delivered to the Project in accordance with the Construction Schedule of the Project. In determining date of delivery, sufficient time shall be allowed for shop drawings and sample approvals, including the possibility of having to resubmit improperly prepared submittals or products other than those specified and the necessary fabrication or procurement time along with the delivery method and distance involved.

2.06 PROTECTION

- A. Each Contractor shall protect building elements and products when subject to damage. Should workers or other persons employed or commissioned by one Contractor be responsible for damage, the entire cost of repairing said damage shall be assumed by said individual Contractor. Should damage be done by a person or persons not employed or commissioned by a Contractor, the respective Contractors shall make repairs and charge the cost to the guilty person or persons. The affected Contractors shall be responsible for collecting such charges. If the person or persons responsible for damage cannot be discovered, full and satisfactory repairs shall be made by the respective Contractor, and the cost of Work shall be prorated against each Contractor.
- B. The respective Contractors shall protect their products prior to installation and final acceptance. Storage shall be dry, clean, and safe. Materials or equipment damaged, deteriorated, rusted or defaced due to improper storage, shall be repaired, refinished, or replaced, as required by the Architect. Products lost through theft or mishandling shall be replaced by the Contractor without cost to the Owner.

2.07 ACCEPTANCE OF EQUIPMENT OR SYSTEMS

- A. The Owner will not accept the start of the warranty period on systems or equipment until Substantial Completion is issued to the respective Contractor(s) for Owner's occupancy of the building, in part or whole. Each Contractor shall make such provisions as required to extend the manufacturer's warranty from time of initial operation of systems or equipment until Substantial Completion is given in writing.

2.08 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures: Procedures for product selection include the following:
 - 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.

- a. Substitutions may be considered, unless otherwise indicated.
- 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
- 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
- 4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
- 5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Unless otherwise indicated, selections of each product shall be made from manufacturer's full range of options that includes both standard and premium colors, patterns and textures.

PART 3 - EXECUTION (Not Used)

Substitution Request Form -

Architect Project No: _____ Bid Date: _____

Date of Request: _____ Project Name: _____

SUBSTITUTION REQUEST BY:

Firm: _____ Phone: _____

Address: _____

Email: _____

We hereby request that the following Substitution be allowed in lieu of the Product specified on the above project.

SPECIFIED PRODUCT _____

SPECIFICATION SECTION _____

PROPOSED PRODUCT SUBSTITUTION _____

This request includes the following: attached Technical Data, Laboratory Tests and proposed changes to the Drawings and Specifications, which the proposed Substitution will require for proper installation.

The Firm requesting the Substitution agrees to pay for changes to the building design, including Architectural, Engineering, and detailing costs caused by the requested Substitution.

YES ____ NO ____ NOT APPLICABLE ____

What effect does the Substitution have on other trades?

Date _____

____ Failed to Provide Adequate Information

Date : _____

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SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 CLEANING

- A. Disposal Requirements:
 - 1. General Contractor shall provide and maintain waste disposal containers suitable for temporary storage and disposal of construction debris, excess materials and waste material.
 - 2. General Contractor shall regularly have waste materials removed from the Construction Site and disposed of in an approved manner at an approved disposal site.
 - 3. Subcontractors shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations and antipollution laws.
- B. Materials:
 - 1. Use only those cleaning materials which will not create hazards to health or property and that will not damage surfaces.
 - 2. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
 - 3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- C. During Construction:
 - 1. General Contractor and each Subcontractor shall weekly:
 - a. Dispose of accumulated debris and waste in containers provided by General Contractor.
 - b. Broom clean current weeks work area and pick up rubbish and debris on the Construction Site.
 - 2. Scrap material still suitable for use shall be properly stored in a neat manner, otherwise such material shall be removed from the project site.
 - 3. Take steps as necessary to prevent construction debris from blowing onto adjacent sites. Promptly pick-up and remove any debris.
- D. Dust Control:
 - 1. General Contractor shall clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished. Subcontractors shall minimize dust generation in finished areas and shall clean such areas if required.
 - 2. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.
- E. Final Cleaning: By General Contractor
 - 1. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.
 - 2. Wash and shine glazing and mirrors. Polish glossy surfaces to a clear shine.
 - 3. Vacuum floors and leave all items in condition for Owner occupancy.
 - 4. Prior to Owner occupancy, conduct an inspection of sight-exposed surfaces and all work areas to verify that the entire work is clean.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work
 - b. List of detrimental conditions
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to layout the Work, verify layout information showing on Drawings, in relation to property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

3.04 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm

that adequate provisions are made for locating and installing products to comply with indicated requirements.

- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.05 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.06 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturers written instructions for temperature and relative humidity.

3.07 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching." Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF EXECUTION REQUIREMENTS 01 70 00

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 CUTTING AND PATCHING

- A. Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
 - 1. "Cutting and patching" is performed for the coordination of the Work, to uncover work for access or inspection, to permit alterations to be performed or for other similar purposes.
 - 2. Cutting performed during the manufacture of products, or during the initial fabrication, erection or installation process is not considered to be "cutting and patching". Drilling of holes to install fasteners and similar operations is also not considered to be "cutting and patching".
 - 3. "Demolition" and "Selective Demolition" are recognized as related – but – separate categories of work, which may or may not require cutting and patching as defined in this Section; refer to "Demolition" and "Selective Demolition" Sections of Division 2.
 - 4. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.
- B. Refer to other Sections of these Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
 - 1. Unless otherwise specified, requirements of this Section apply to mechanical and electrical work. Refer to Mechanical and Electrical Sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.

1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.
- B. Before cutting and patching the following categories of work, obtain the Architect/Engineer's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching:
 - a. Structural steel.
 - b. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.
 - c. Structural concrete.
 - d. Foundation construction.
 - e. Timber and primary wood framing.
 - f. Bearing and retaining walls.
 - g. Structural decking.
 - h. Piping, ductwork, vessels and equipment.
 - i. Structural systems of special construction, as specified by Division-13 Sections.
- C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.
- D. Obtain the Architect/Engineer's approval to proceed with cutting and patching as proposed in the proposal for cutting and patching, and similar work elements.
- E. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect/Engineer's opinion result in

lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect/Engineer to be cut and patched in a visually unsatisfactory manner.

1.04 SUBMITTALS

- A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational and visual changes as well as other significant elements.
 2. List products to be used and firms that will perform work.
 3. Give dates when work is expected to be performed.
 4. List utilities that will be disturbed or otherwise affected by work, including those that will be relocated and those that will be out of service temporarily. Indicate how long utility service will be disrupted.
 5. Where cutting and patching of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
 6. Approval by the Architect/Engineer to proceed with cutting and patching of work does not waive the Architect/Engineer's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General: Except as otherwise indicated, or as directed by Architect/Engineer, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

PART 3 – EXECUTION

3.01 INSPECTION

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Temporary Support: To prevent failure, provide temporary support of work to be cut.
- B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the Project that may be exposed during cutting and patching operations.
1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- C. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.03 PERFORMANCES

- A. General: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect/Engineer, proceed with cutting and patching at the earliest feasible time and complete work without delay.

- B. Cutting: Cut the work using methods that are least likely to damage Work to be retained or adjoining Work. Where possible, review proposed procedures with the original installer; comply with original installer's recommendations.
1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to ensure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
 2. Comply with requirements of applicable Section of Division 2 where cutting and patching is required in excavating and backfilling.
 3. Bypass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and piping in wall or partitions to be removed. After bypass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.
- C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
 2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition
 3. Where removal of walls or partitions extends from one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface or uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
 - a. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch after patched area has received Sub and base coat.
 4. Ceilings: Patch, repair or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Plaster installation: Comply with manufacturer's instructions and install thickness and coats as indicated.
1. Unless otherwise indicated, provide 3-coat work.
 2. Finish gypsum plaster with smooth-troweled finish.
 3. Cut, patch, pointup and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections.

3.04 CLEANING

- A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty, items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 29

SECTION 01 74 13

PROGRESS CLEANING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 PURPOSE

- A. The purpose of this Section is to define and emphasize the responsibilities of the General Contractor and each Subcontractor to remove rubbish and debris from the construction area caused by their work as follow:
 - 1. Each Subcontractor shall execute housekeeping to keep their work, the site and adjacent properties free from accumulations of construction operations and as follows:
 - a. Clean up all waste materials, rubbish and debris resulting from his or her own operations at such frequencies as required by the General Contractor; but as a minimum on a daily basis.
 - b. Place waste materials, rubbish and debris outside the building in rubbish containers, as provided under Section 01 74 19.
 - c. Repair, patch, and touch up marred surfaces to match adjacent finishes damaged by his or her own operations.
 - d. Leave all work areas in a "broom clean" condition at the completion of their work for the day.
 - e. Participate in joint clean up as directed by the General Contractor.
 - 2. The General Contractor shall be responsible for the following items of cleaning and debris control:
 - a. Oversee cleaning and ensure the building and grounds are maintained free from accumulations of waste materials, rubbish, and debris.
 - b. The General Contractor may, from time to time schedule joint trade clean-up times in which all Subcontractors shall provide labor, in proportion to the manpower employed during the time period, to clean up all debris.
 - 3. Each Subcontractor is financially responsible for their own clean-up operations. Cleanup must be timely as well as thorough in order to meet safety regulations and permit other Subcontractors to perform without hindrance from dirt and debris. Subcontractors failing to meet housekeeping requirements will be charged for services arranged by the General Contractor. The General Contractor reserves the right to proceed with clean up at the Subcontractor's expense with a twenty-four hour written notice (which may be faxed).
 - 4. The cost of this work shall be included in the Subcontractor's Bid and must appear as a line item on the "Schedule of Values" as 1% of the total contract amount.
- B. Each Friday afternoon, and more often if necessary, the Contractors shall perform an overall cleanup of the entire Project, including a broom cleaning. Each Contractor will be required to provide one (1) worker for two (2) hours minimum to participate in general building and site clean-up. This work will be directed by the General Contractor. Rubbish Containers will be provided per Section 01 74 19.

1.03 SAFETY REQUIREMENTS

- A. Hazards Control
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.

- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on Project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm of sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- C. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- D. Use sweeping compound when broom-cleaning concrete floors for dust control.
- E. Each Contractor shall provide his own cleaning materials and equipment.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Daily during progress of work, clean site and public properties and dispose of waste materials, debris and rubbish in dumpster type rubbish container provided under Section 01 74 19.
- D. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- E. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- F. Place no new work on dirty surfaces.

END OF SECTION 01 74 13

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.
- B. Bulk debris from Demolition, Concrete, Masonry, Roofing, or other activities that create bulk waste shall be removed by the respective contractor. The General Contractor will maintain dumpsters for general waste and miscellaneous recyclable materials for use by all. Wood scraps, drywall scraps, boxes, cut ends of material and similar shall be considered general waste and can be placed in these dumpsters. All trash must be sorted by type by the trade that produced it and properly placed in the respective dumpster. Boxes must be broken down before being placed in the proper dumpster.

1.02 DEFINITIONS

- A. Construction, Demolition, and Land-clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land-clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, or offsite sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Grinding of concrete for use as sub-base material. Chipping of land-clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, is used to recover recyclable materials. Co-mingled containers are to be taken to a material recovery facility with at least a 50% co-mingled recycling rate.

1.03 SUBMITTALS

- A. Waste Management Plan: Submit plan within seven days of date established for the Notice to Proceed.
- B. Waste Management Report: Submit report concurrent with the final Application for Payment.

1.04 PERFORMANCE REQUIREMENTS

- A. General: The project has a target of diverting 50% of construction waste from the landfill by a combination of the following activities:
 - 1. Salvage
 - 2. Reuse
 - 3. Source-Separated CDL Recycling
 - 4. Co-mingled CDL Recycling
- B. It is expected that if an item can be recycled or diverted that it will be, unless cost

prohibitive. Failure to take reasonable steps to meet the project goals shall be considered a breach of contract. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Asphalt
2. Drywall Scraps
3. Cardboard
4. Carpet
5. Ceiling Tile
6. Asphalt shingles
7. Concrete
8. Metals
9. Window glass
10. Wood
11. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Conduct construction waste management activities in accordance with the State of Iowa and all applicable laws and ordinances.
- B. Preconstruction Conference: Review methods and procedures related to waste management including, but not limited to, the following:
 1. Review and discuss waste management plan.
 2. Review requirements for documenting quantities of each type of materials that will be salvaged, recycled or disposed of as waste.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.06 WASTE MANAGEMENT PLAN

- A. General: Contractors to develop plan consisting of waste types, quantity by weight, methods of disposal, handling and transportation procedures. Include separate sections in plan for demolition and construction waste.
- B. Organize the waste management plan in accordance with the sample plan included at end of Part 3, including the following information:
 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated
 - b. Selective salvage as part of demolition contractor's work
 - c. Reuse of materials on-site or off-site sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery
 - c. Facility
 - d. Processing and reusing materials on-site
 - e. Self-hauling to a recycling or material recovery facility.
 4. Name of recycling or material facility receiving each of the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project Site where material separation will be located.

1.07 WASTE MANAGEMENT REPORT

- A. Waste Management Report: Submit a cumulative waste management Report on the form included at end of Part 3 with the final Application for Payment with the following attachments:
1. A record of the type and quantity, by weight, of each material salvaged, reused, recycled or disposed.
 2. Total quantity of waste recycled as a percentage of total waste.
 3. Disposal Receipts: Copy of receipts issued by a disposal facility for CDL waste that is disposed in a landfill.
 4. Recycling Receipts: Copy of receipts issued by approved recycling facilities for co-mingled materials. Include weight tickets from the recycling hauler or material recovery facility and verification of the recycling rate for co-mingled loads at the facility.
 5. Salvaged Materials Documentation: Types and quantities, by weight, for materials salvaged for reuse on site, sold or donated to a third party.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- C. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- D. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- E. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.02 SOURCE SEPARATION

- A. General: Separate recyclable materials from CDL waste to the maximum extent possible. Separate recyclable materials by type.
1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from weather.

3.03 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.04 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

END OF SECTION 01 74 19

SECTION 01 74 23

FINAL CLEANING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 SAFETY REQUIREMENTS

- A. Hazards Control.
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes, which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on Project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.01 FINAL CLEANING

- A. Employ professional cleaners for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final inspection of interior and exterior surfaces and of concealed spaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior finished surfaces. Clean all surfaces exposed to the accumulation of dirt, dust or debris whether or not easily within sight.
- D. Clean all areas of glass.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. Maintain cleaning until Project, or portion thereof, is accepted by the Owner.
- G. Immediately bring to the attention of the General Contractor any items requiring repair that are discovered during the process of final cleaning.
- H. When final cleaning involves use of volatile or noxious products and there exists a possibility of fumes entering adjacent occupied areas, coordinate with Owner, through General Contractor, for additional ventilation requirements or a more acceptable time, including off hours, to perform the work.

END OF SECTION 01 74 23

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements, including touchup painting.
 - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner or Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.03 CLOSE-OUT SUBMITTALS

- A. Record Documents
- B. Operations and Maintenance Manuals
- C. Energy Rebate Forms
 - 1. Complete & submit Energy Rebate Forms for the Owner.
- D. Warranties and Bonds
- E. Evidence of payment and release of liens.
- F. Shop Drawing File
- G. Verify extra supplies/stock.

- H. Other miscellaneous forms and submittals as required by Contract Documents
- I. Final Payment and Adjustment Of Accounts:
 - 1. Contractor shall submit a final statement of accounting.
 - a. Statement shall reflect all adjustments to the Contract Sum

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment.
 - 2. Submit certified copy of Owner's or Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner or Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner or Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.06 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Owner or Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover

- sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders and Record Drawings, where applicable.
 - D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- 1.07 OPERATION AND MAINTENANCE MANUALS**
- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
 - 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
 - B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
 - C. Form Of Submittals:
 - 1. Prepare data in form of an instructional manual for use by Owner's personnel.
 - a. Assemble in 3 ring binders.
 - b. Provide separate binder each for Architectural, Mechanical and Electrical.
 - D. Content Of Manual:
 - 1. Arrange manuals as follows. Provide tabs at main section and for each product/system.
 - a. ARCHITECTURAL
 - 1) Table of Contents
 - 2) Overall list of contractors and subcontractors on project with company name, address, contact person, phone number and system responsibility.
 - 3) Warranties, including mechanical and electrical for:
 - a) Membrane Roofing
 - b) Sheet Metal Work
 - c) Wood Doors
 - d) Glazing
 - e) As required by sections.
 - 4) Certifications/Reports:
 - a) Occupancy Permit.
 - b) Manufacturers Roof Inspection Report.
 - 5) Section on each product:
 - a) First sheet for each product section to list product,

specification /drawing reference, responsible subcontractor /installer, supplier including company name, contact person, address and phone of supplier and installer.

b) Refer to specification for list of information to be included for each product.

c) Architectural Manual to include, but not limited to, the following applicable products: Door hardware; Ceiling tile; VCT flooring; Paint schedule and formulations; Windows; Carpeting.

- b. MECHANICAL
- c. ELECTRICAL

1.08 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Owner or Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Number of original signed copies required: Two each.
- D. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Date of beginning of warranty, bond or service maintenance contract.
 - 4. Duration of warranty, bond or service maintenance contract.
 - 5. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.09 EVIDENCE OF PAYMENT AND RELEASE OF LIENS

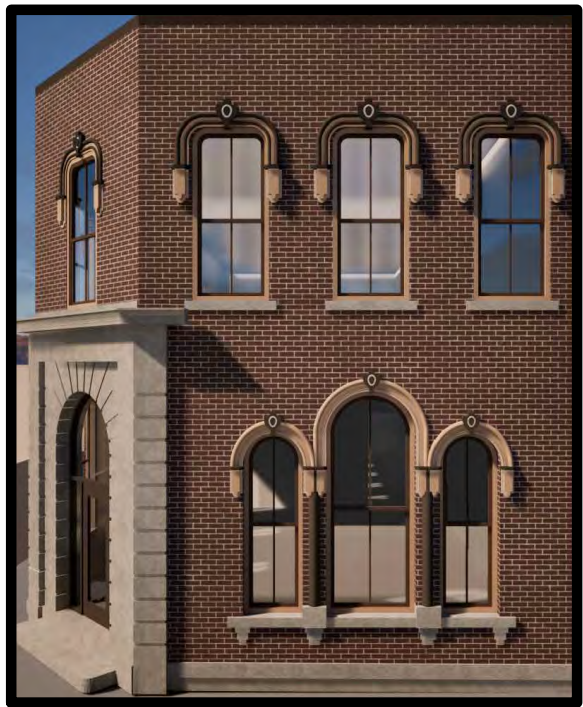
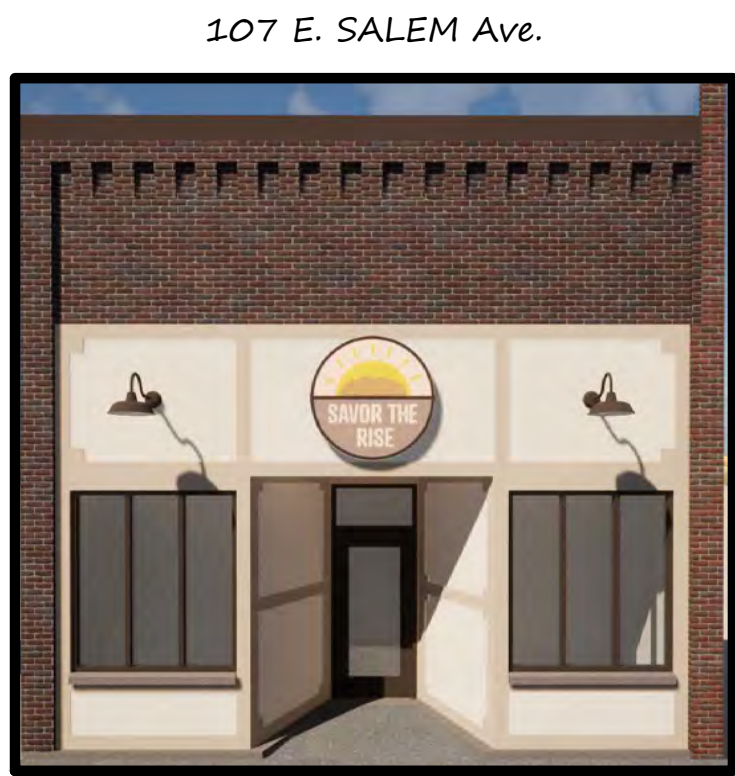
- A. Contractor's affidavit of payment of debts and claims: AIA G706.
- B. Contractor's Affidavit of Release of Liens: AIA G706A with:
 - 1. Contractor's release or waiver of liens.
 - 2. Separate releases of waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner, together with list of those parties.
- C. All submittals shall be in duplicate and duly executed before delivery to Owner or Architect.
- D. General Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION



PROPOSED RENDERINGS

* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.

GENERAL NOTES:

- "PROVIDE" MEANS "FURNISH AND INSTALL". "INSTALL" UNLESS OTHERWISE NOTED MEANS "FURNISH AND INSTALL".
- GENERAL CONTRACTOR TO ENSURE ALL SUBCONTRACTORS BID AND PERFORM ALL WORK CALLED OUT. SUBCONTRACTORS ARE TO READ ALL SHEETS IN THIS SET TO ENSURE FULL COMMUNICATION NEEDED BETWEEN PARTIES.
- IT IS POSSIBLE THAT THE ACTUAL CONSTRUCTION METHOD DIFFERS FROM WHAT IS SHOWN. DETAILS WERE CREATED FROM CURRENT AND HISTORICAL IMAGES OF EACH BUILDING, ANY MISSING INFORMATION WAS FILLED IN USING HISTORIC CONSTRUCTION STANDARDS.
- CONTRACTOR MUST PROVIDE SCAFFOLDING AND PROTECTION OVER THE SIDEWALK DURING CONSTRUCTION.
- CONTRACTOR TO PROVIDE ONE FRONT ENTRY ON TWO ENTRY FRONT BUILDINGS AT ALL TIMES.
- CONTRACTOR TO SECURE EACH BUILDING UNDER CONSTRUCTION EACH NIGHT.
- CONTRACTOR TO BUILD A CONSTRUCTION BARRIER INSIDE EACH BUILDING WITH DUST CONTROL. CONTRACTOR SHALL PAY FOR CLEANING IF BARRIER WAS NOT INSTALLED. BUSINESSES WILL REMAIN OPEN DURING NORMAL WORKING HOURS.
- SEE SPEC BOOK FOR ASBESTOS REPORTS. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTRACT OUT ABATEMENT.
- SEE SPEC BOOK FOR RADON REPORTS. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTRACT OUT RADON REDUCTION LEVELS.
- IT IS THE GENERAL CONTRACTORS RESPONSIBILITY TO HAVE ALL WORKERS KNOW AND FOLLOW ALL OSHA STANDARDS.
- THE OWNER WILL PROVIDE UTILITY COSTS DURING CONSTRUCTION WITH DIRECT COMMUNICATIONS BETWEEN THE CONTRACTOR AND OWNER.
- DIMENSIONS ARE NOT EXACT. VERIFY ALL DIMENSIONS BEFORE ANY PRODUCT IS ORDERED.
- ALL NEW EXTERIOR WALLS SHALL BE 2x6 WOOD STUDS AT 16" ON CENTER WITH R-21 BATT INSULATION, 1/2" OSB SHEATHING WITH APPROVED VAPOR BARRIER, AND 1/2" CEMENT BOARD ON THE EXTERIOR, TYP.
- VERIFY CONDITION OF EXTERIOR WALL FRAMING, PROVIDE NEW MATCHING SAME DIMENSION IF NEEDED AT 16" ON CENTER WITH R-21 BATT INSULATION, 1/2" OSB SHEATHING WITH APPROVED VAPOR BARRIER, REFER TO SECTIONS, TYP.
- 3-2 x 12 HEADERS AT ALL EXTERIOR STRUCTURAL OPENINGS UNLESS NOTED OTHERWISE. ALL HEADER LUMBER SHALL BE CLEAR OF SPLITS AND CHECKS TO ATTAIN THE DESIGN VALUES USED IN DETERMINING ALLOWABLE HORIZONTAL SHEAR.
- 2-2 x 12 HEADERS AT ALL INTERIOR STRUCTURAL OPENINGS UNLESS NOTED OTHERWISE. ALL HEADER LUMBER SHALL BE CLEAR OF SPLITS AND CHECKS TO ATTAIN THE DESIGN VALUES USED IN DETERMINING ALLOWABLE HORIZONTAL SHEAR.
- ALL BEAMS SHALL BE SIZED BY OTHERS UNLESS OTHERWISE NOTED, TYP. ALL FLOOR FRAMING SHALL BE DESIGNED FOR MINIMAL DEFLECTION TO REDUCE BOUNCING, TYP.
- VERIFY ALL ROUGH OPENINGS FOR WINDOWS AND DOORS.
- ALL UPPER LEVEL WINDOWS SHALL BE BY MARVIN OR AN APPROVED WINDOW BY ARCHITECT. SEE DRAWINGS FOR WINDOW TYPES AND OPTIONS. PROVIDE CUT SHEETS, TYP. VERIFY OPENING SIZES WITH MANUFACTURER, INTERIOR FINISH PER BUILDING.
- ALL NEW WINDOWS ARE TO FIT IN THE EXISTING BRICK TO BRICK OPENING, FRAMING OPENING TO FIT SMALLER WINDOW IS NOT ACCEPTED.
- STOREFRONT DOOR INSTALLER TO PROVIDE AND INSTALL CONTINUOUS HINGES ON ALL DOORS OVER 36" WIDE.
- ALL STOREFRONT WINDOWS SHALL BE BY KAWNEER OR AN APPROVED WINDOW BY ARCHITECT. SEE DRAWINGS FOR WINDOW SIZED AND OPTIONS. PROVIDE CUT SHEETS, TYP. VERIFY OPENING SIZES WITH MANUFACTURER, COLOR PER ELEVATIONS.
- IT IS THE ARCHITECTS ASSUMPTION THAT 2x6 FRAMING IS USED FOR STOREFRONT WINDOW SYSTEMS. VERIFY EXISTING FRAMING SIZE PRIOR TO ORDERING STOREFRONT WINDOWS. CONSULT WITH ARCHITECT AND WINDOW MANUFACTURER IF 2x4 FRAMING IS IN PLACE, TYP.
- PROVIDE GYP. BD. RETURNS ON ALL WINDOWS UNLESS OTHERWISE NOTED.
- ALL CEMENT BOARD PANELS AND TRIM TO HAVE SMOOTH SIDE EXPOSED, FILL AND SAND ALL EXPOSED JOINTS, PRIME ALL ENDS AND FIELD CUTS.
- ALL NEW COPINGS SHALL HAVE A 1:12 SLOPE MINIMUM AND DRIP EDGE FOR WATER DRAINAGE.
- PROVIDE A FINISHED 5/8" GYP. BD. ON THE INTERIOR OF ALL STOREFRONTS EXTENDING TO THE SIDE WALLS, UNLESS OTHERWISE NOTED. ENSURE CLEAN TRANSITION TO SIDE WALL. IF UNFEASIBLE, PROVIDE CAULK JOINT BETWEEN NEW AND EXISTING SIDE WALLS.
- PROVIDE 5/8" GYP. BD. AT CEILINGS UNLESS OTHERWISE NOTED, PRIMED, PAINTED, TEXTURE PER OWNER, TYP.
- ON ALL WINDOWS BEING REPLACED/REPAIRED NEW COMPONENT(S) MUST MATCH EXISTING DETAIL, VERIFY ALL DIMENSIONS, TYP.
- INTERIOR WOOD TRIM SHALL BE REUSED WHEN POSSIBLE ON ALL UPPER LEVEL FLOOR WINDOWS UNLESS OTHERWISE NOTED, TYP.
- GENERAL CONTRACTOR SHALL EITHER FILL JOINTS AND SAND BUTT JOINTS BETWEEN CEMENT BOARD PANELS OR BUTT THE PANELS AND CAULK, TYP.
- IN ALL AREAS WHERE GYP. BD. IS CALLED OUT IT SHALL HAVE LEVEL 4 FINISH OR GREATER, TEXTURE TO MATCH SURROUNDING, TYP.
- ALL EXISTING PAINTED SURFACES ARE TO BE ASSUMED LEAD BASED PAINT.
- GENERAL CONTRACTOR MUST BE LEAD CERTIFIED AT TIME OF CONSTRUCTION.
- ALL WINDOWS THAT ARE BEING REPAIRED SHALL BE OPERABLE.
- GENERAL CONTRACTOR SHALL PROVIDE HIDDEN FASTENERS WHERE POSSIBLE FOR ALL MATERIALS.
- GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL (3) 3200 SERIES KNOX BOXES IN LOCATIONS ACCEPTABLE BY FIRE DEPART. VERIFY LOCATIONS WITH LOCAL FIRE MARSHALL. PROPOSED BUILDINGS ARE AS FOLLOWS: 126 N. HOWARD, 107 E. SALEM, AND 101 W. SALEM.
- PAINTING CONTRACTOR SHALL PAINT THE METAL RETURNS THE SAME AS THE FRONT FACE COLOR.
- ALL NEW WALLS AND WINDOW CONSTRUCTION THAT ENGAGES OR BUTTS INTO AN EXISTING WALL SHALL BE PROPERLY SEALED AND CAULKED TO PREVENT OUTSIDE AIR AND MOISTURE INFILTRATION, TYP.
- BUILDINGS IN WHICH WINDOWS/STOREFRONTS ARE BEING REMOVED, TUCKPOINTING AND PAINTING SHALL ADDRESS ONLY NEWLY EXPOSED MASONRY, TYP.
- CONTRACTOR SHALL REPAIR ANY EXPOSED DAMAGE TO THE FOUNDATION WITH CONCRETE PATCHING FOR ALL BUILDINGS IN NEED. CLEAN, PREP, FILL, AND PATCH EXISTING CRACKS AND MISSING CHUNKS ALONG ENTIRE FOUNDATION AND STONE BANDING, CAULK JOINTS, PRIME, AND PAINT PER ELEVATION, TYP.

ELECTRICAL NOTES:

- "PROVIDE" MEANS "FURNISH AND INSTALL". "INSTALL" UNLESS OTHERWISE NOTED MEANS "FURNISH AND INSTALL".
- THIS PROJECT MUST MEET IOWA GREEN STREETS CRITERIA. SEE SPECIFICATION BOOKLET FOR REQUIREMENTS. SOME REQUIREMENTS MAY BE DUPLICATED IN THE BODY OF THE SPECIFICATION BOOK. GREEN STREET REQUIREMENTS SHALL TAKE PRECEDENCE OVER ANY DISCREPANCIES.
- ELECTRICIAN TO PROVIDE AND INSTALL PHOTOELECTRIC SWITCHES ON EACH BUILDING RECEIVING EXTERIOR LIGHTING.
- ELECTRICIAN SHALL ASSUME GROUNDED ROMEX WIRE IS SUPPLIED TO THE FRONT OF THE BUILDING FOR ALL EXTERIOR LIGHTS.
- ELECTRICIAN SHALL PROVIDE ELECTRICAL OUTLETS PER CODE ABOVE NEW STOREFRONT GLASS WINDOWS.
- ELECTRICIAN RESPONSIBLE FOR SUPPLYING ALL LIGHTS SHOWN ON DOCUMENTS.
- ELECTRICIAN IS RESPONSIBLE FOR FINAL LIGHT DESIGN AND CODE COMPLIANCE.
- ELECTRICAL CONTRACTOR SHALL PROVED LED, UL LISTED, LIGHT BULBS IN ALL NEW/ REUSED FIXTURES. BULBS ARE TO BE FROM CREE, SYLVANIA, OR FEI.
- ELECTRICAL CONTRACTOR SHALL INSTALL INTERIOR EMERGENCY LIGHTING & EXIT SIGNS ABOVE EACH STOREFRONT DOOR WHEN THE STOREFRONT GLASS IS BEING REPLACED.
- IF NOT CALLED OUT ON FACADE - ELECTRICAL CONTRACTOR SHALL REMOVE, SALVAGE (IF IN GOOD CONDITION) ALL ELECTRICAL OUTLETS AND SWITCHES ON INTERIOR OF FACADE. REINSTALL OUTLETS AND SWITCHES (PROVIDE NEW AS NEEDED MATCHING DESIGN AND COLOR). VERIFY LOCATIONS WITH OWNER, TYP.

MASONRY NOTES:

- "PROVIDE" MEANS "FURNISH AND INSTALL". "INSTALL" UNLESS OTHERWISE NOTED MEANS "FURNISH AND INSTALL".
- THIS PROJECT MUST MEET IOWA GREEN STREETS CRITERIA. SEE SPECIFICATION BOOKLET FOR REQUIREMENTS. SOME REQUIREMENTS MAY BE DUPLICATED IN THE BODY OF THE SPEC. BOOK. GREEN STREET REQUIREMENTS SHALL TAKE PRECEDENCE OVER ANY DISCREPANCIES.
- ON ANY MASONRY THAT IS BEING REPLACED, CMU BLOCK MAY BE USED BEHIND FACE BRICK. VERIFY NO CMU BLOCK IS VISIBLE FROM FRONT OR SIDE.
- BRICK BRAND AND COLOR ARE SUBJECT TO CHANGE ON FINAL DESIGN FOR ALL FACADES.
- FOR BUILDINGS THAT ARE TO BE TUCKPOINTED AND REPAINTED: THE MASON SHALL REMOVE EXISTING MORTAR AND BLOW CLEAN THE JOINT. THE PAINTER SHALL USE A NON-METAL SCRAPER TO REMOVE FLAKING PAINT AND REPAINT BRICK. THE MASON SHALL THEN REPOINT THE MORTAR AND PROVIDE A CLEAN SURFACE ONCE FINISHED.
- ALL NEW SILLS SHALL HAVE A 1:12 SLOPE MINIMUM AND DRIP EDGE FOR WATER DRAINAGE.
- TUCKPOINT ALL AREAS WHERE MORTAR SAMPLES WERE TAKEN.
- THE MASON SHALL INFORM THE GENERAL CONTRACTOR AND ARCHITECT IF EXISTING LINTELS ARE DETERIORATING. A CHANGE ORDER WILL BE PROVIDED TO REPLACE DETERIORATING LINTELS WITH NEW FOR THE LENGTH OF THE OPENING AND 6" OF BEARING ON EACH SIDE.
- WHILE REMOVING MORTAR, ANY BRICKS THAT ARE OVER GROUND AT HEAD JOINTS SHALL BE REPLACED BY THE MASON AT NO COST TO THE PROJECT. REPLACEMENT BRICK SHALL MATCH EXISTING IN COLOR AND STRENGTH.

SUPPLEMENTARY NOTES:

VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO STARTING WORK. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR INCONSISTENCIES PRIOR TO STARTING WORK. VERIFY IN FIELD ALL EXISTING CONDITIONS SHOWN ON DRAWINGS. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR MECHANICAL, ELECTRICAL AND PLUMBING WITH APPROPRIATE TRADES. PROVIDE ALL NECESSARY BRACING, SHORING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE STAMP OF AN ENGINEER REGISTERED IN THE STATE OF IOWA. DETAILS ON THE DRAWINGS ARE TYPICAL. VERIFY ALL DIMENSIONS WITH THE DESIGN DRAWINGS. NO MATERIAL SUBSTITUTIONS OR DESIGN CHANGES SHALL BE MADE TO THESE CONSTRUCTION DOCUMENTS WITHOUT WRITTEN PERMISSION OF THE OWNER.

NPS BRIEF 9 SUMMARY:

- CLASS 1 REPAIR
1. PAINT REMOVAL
 2. REPAIR OF SASH AS CALLED OUT (OR IF DISCOVERED)
 3. REGLAZING OF WINDOW / REPLACE BROKEN AS SHOWN
 4. REPAIR TO FRAME AS CALLED OUT (OR IF DISCOVERED)
 5. WEATHERSTRIPPING
 6. PRIMING & PAINTING
- CLASS 2 REPAIR
1. DRY THE WOOD
 2. TREAT DECAYED AREA WITH A FUNGICIDE
 3. WATERPROOF WITH 2 OR 3 APPLICATIONS OF BOILED LINSEED OIL.
 4. FILL CRACKS & HOLES WITH PUTTY FOR LARGE HOLES USE 2 PART EPOXY PATCHING COMPOUND BY ABATRON OR APPROVED EQUAL.
 5. AFTER A "SKIN" FORMS ON THE PUTTY, PAINT THE SURFACE.
 6. FOLLOW LIST & SEE SPECS FOR CLASS 1 REPAIR.
- CLASS 3 REPAIR
1. MAKE NECESSARY REPAIRS AS CALLED OUT USING STABILIZATION & SPLICING TECHNIQUES. MATCH PROFILE OF EXISTING FRAMING. (OR IF DISCOVERED)
 2. FOLLOW LIST & SEE SPECS FOR CLASS 1 REPAIR.

SITE DESCRIPTION:

PROPERTY OWNER:
CITY OF INDIANOLA
DOWNTOWN FACADE PROGRAM

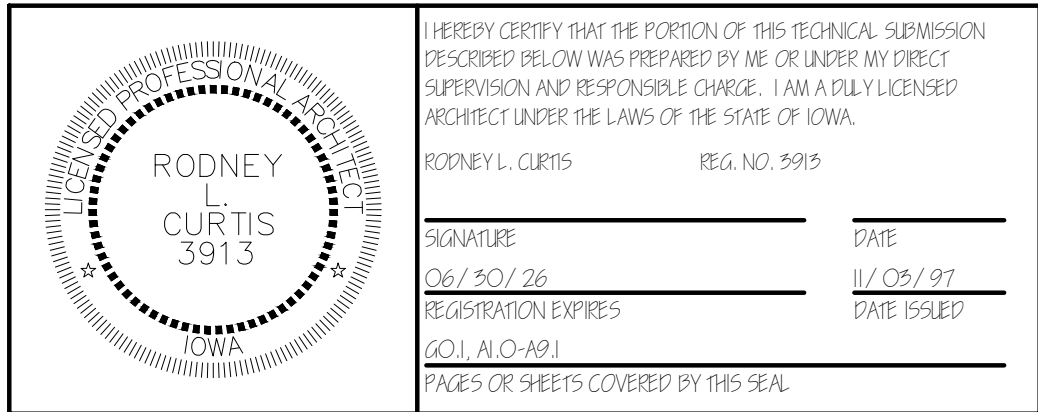
PARTICIPATING ADDRESSES:
126 N. HOWARD St., 107 E. SALEM Ave., 106 E. SALEM Ave., 101 E. SALEM Ave., 102 S. HOWARD St., 104 S. HOWARD St., 105 S. HOWARD St., 101 W. SALEM Ave.

PLANNED USE:
COMMERCIAL BUILDING FACADES

SITE ADDRESS:
DOWNTOWN
INDIANOLA, IOWA 50125

INDEX OF DRAWINGS:

G1.0	COVER PAGE
A1.0	126 N. HOWARD St.
A1.1	126 N. HOWARD St. (CONT.)
A1.2	126 N. HOWARD St. SIDE - ALT. #1
A1.3	126 N. HOWARD St. SIDE - ATL. #1 (CONT.)
A2.0	107 E. SALEM Ave.
A2.1	107 E. SALEM Ave. (CONT.)
A3.0	106 E. SALEM Ave.
A3.1	106 E. SALEM Ave. (CONT.)
A4.0	101 E. SALEM Ave.
A4.1	101 E. SALEM Ave. (CONT.)
A5.0	102 S. HOWARD St.
A5.1	102 S. HOWARD St. (CONT.)
A6.0	104 S. HOWARD St.
A6.1	104 S. HOWARD St. (CONT.)
A7.0	105 S. HOWARD St.
A7.1	105 S. HOWARD St. (CONT.)
A8.0	105 S. HOWARD St. "NORTH"
A9.0	101 W. SALEM Ave.
A9.1	101 W. SALEM Ave. (CONT.)



DATE: 06/05/2025

REVISIONS:

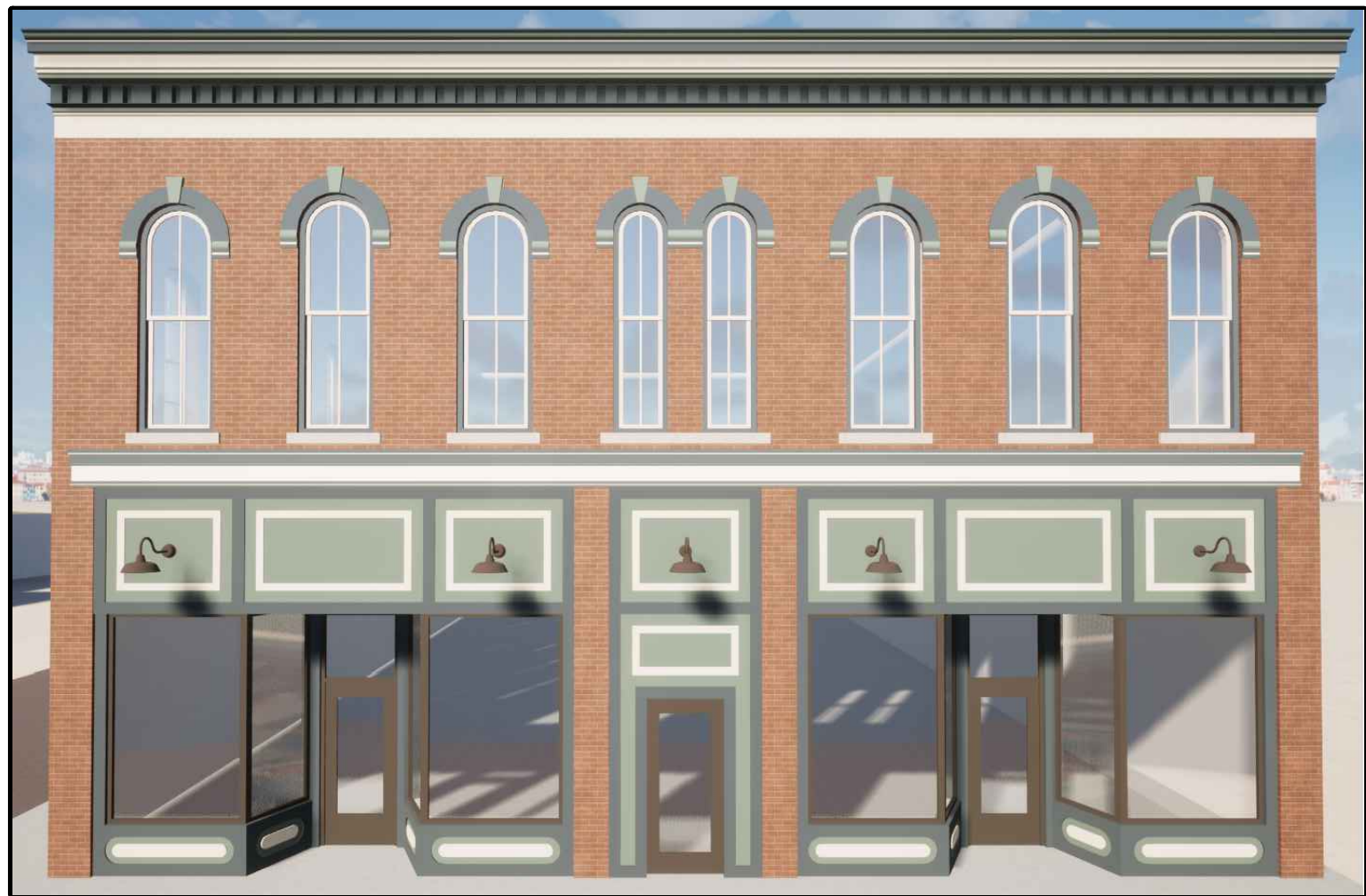
PROJECT # 2507
COVER SHEET
/ GENERAL
NOTES



HISTORICAL PHOTOGRAPH



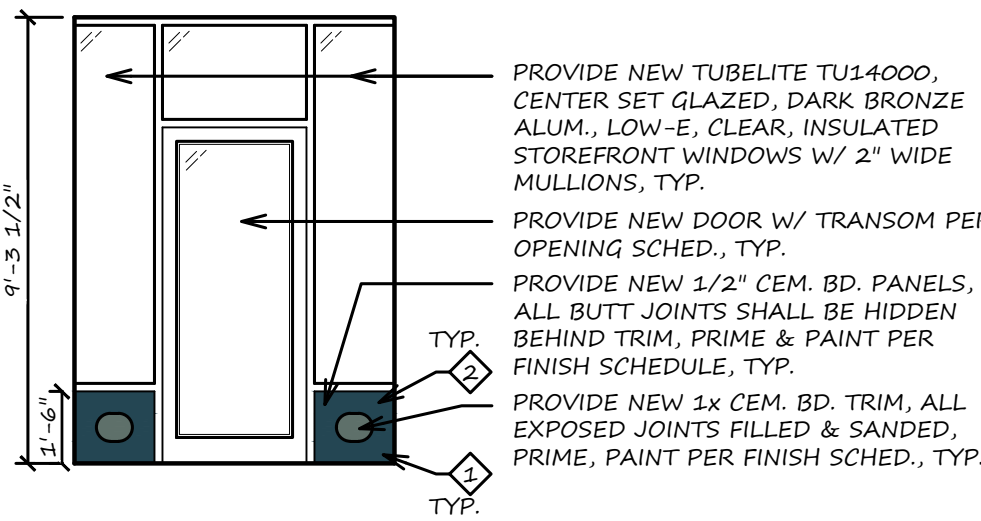
EXISTING PHOTOGRAPH



PROPOSED RENDERING

* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.

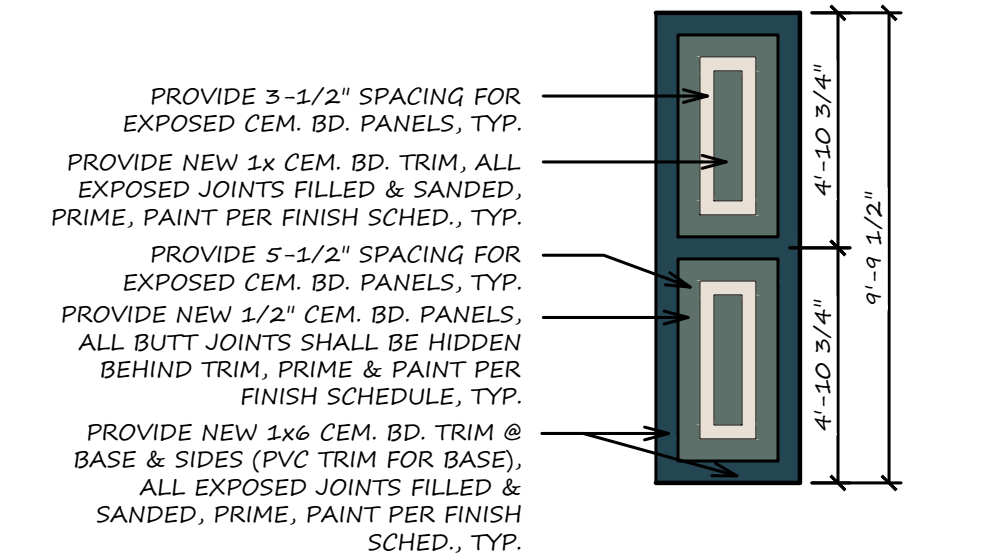
1 EXTERIOR ELEV.
1/4" = 1'-0"



2 EXTERIOR ELEV.
1/4" = 1'-0"



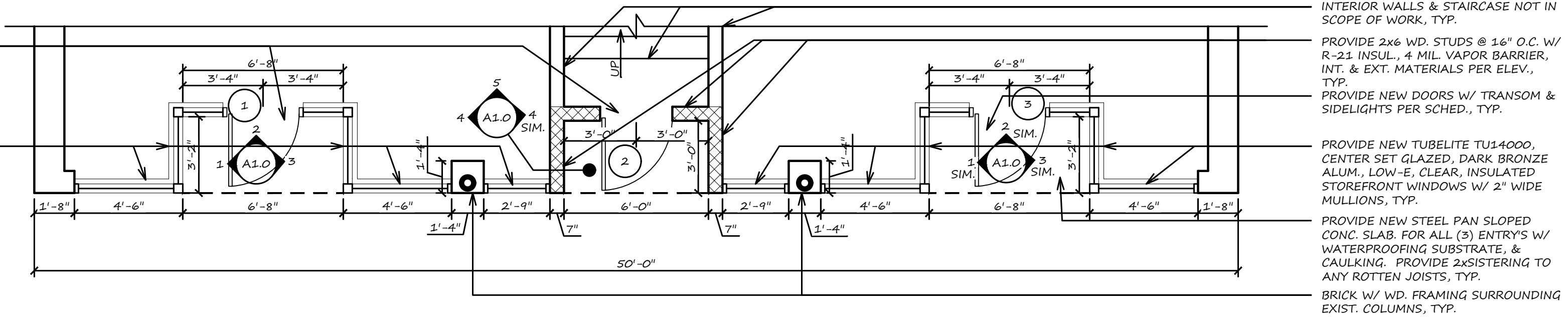
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1/4" = 1'-0"



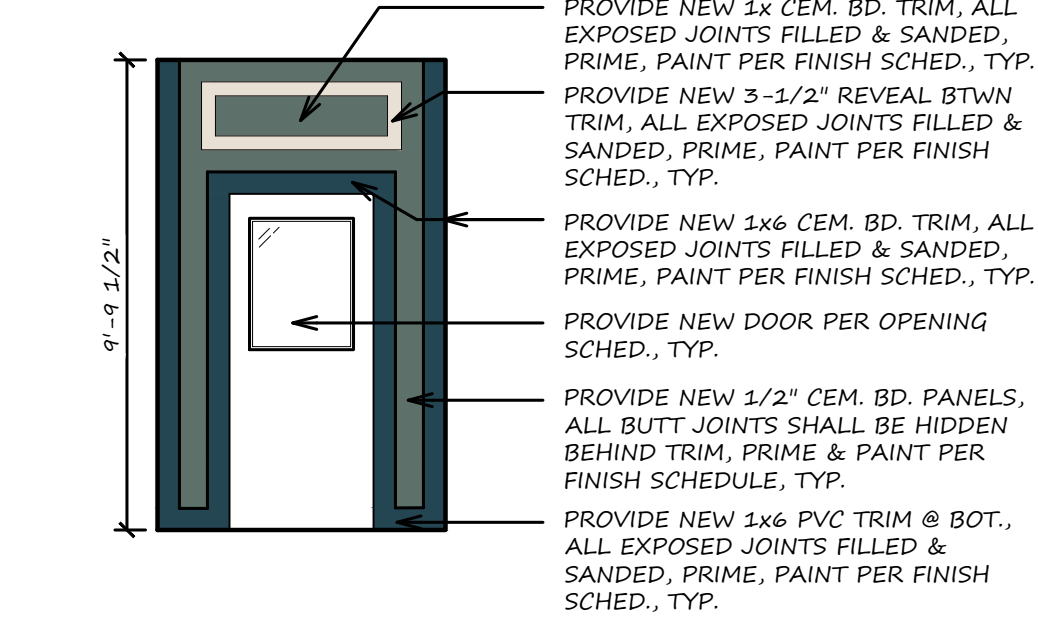
4 EXTERIOR ELEV.
1/4" = 1'-0"



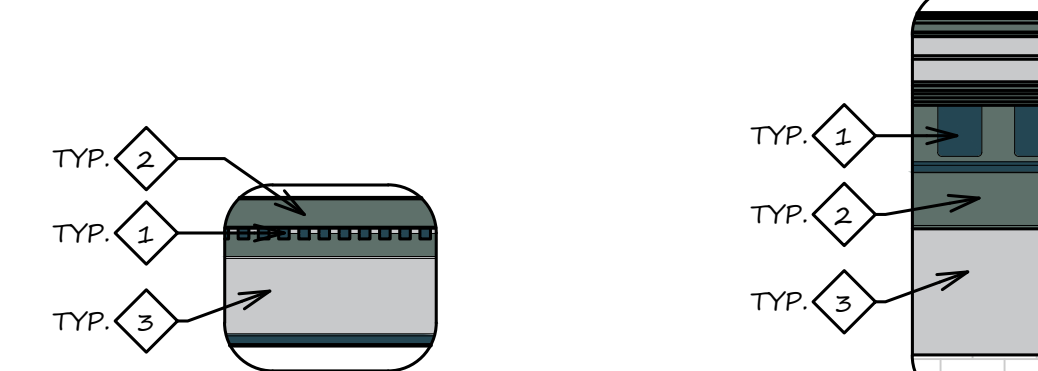
PROPOSED ELEVATION
1/4" = 1'-0"



PROPOSED FLOOR PLAN
1/4" = 1'-0"

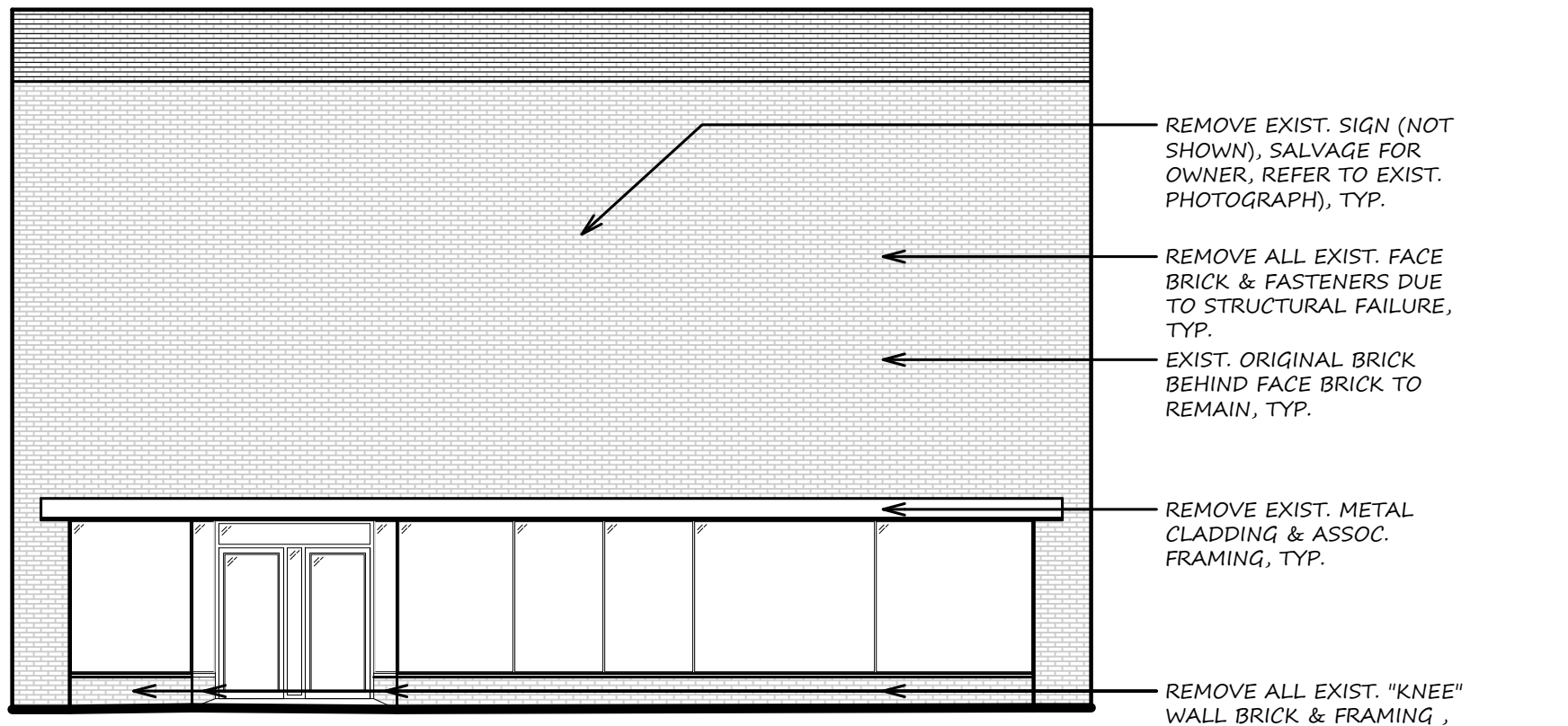


5 EXTERIOR ELEV.
1/4" = 1'-0"

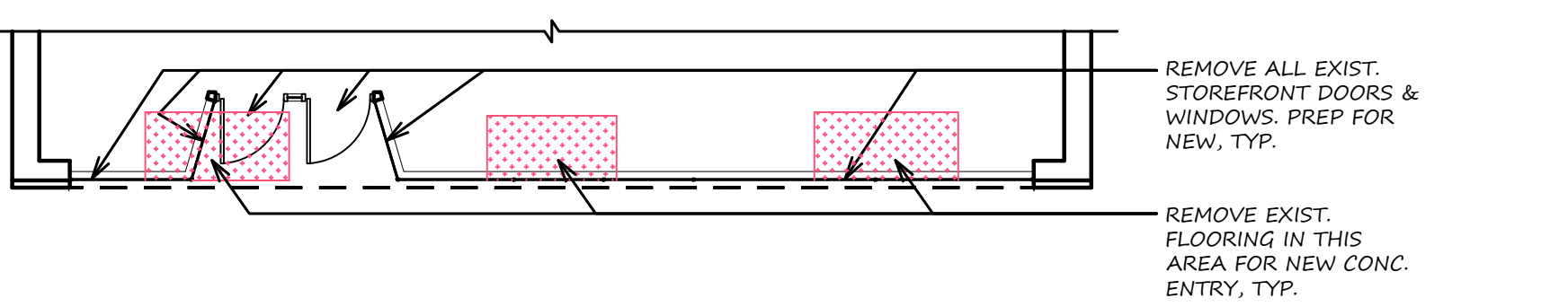


PAINT
DETAIL
6 1/2" = 1'-0"

7 PAINT
DETAIL
1/2" = 1'-0"

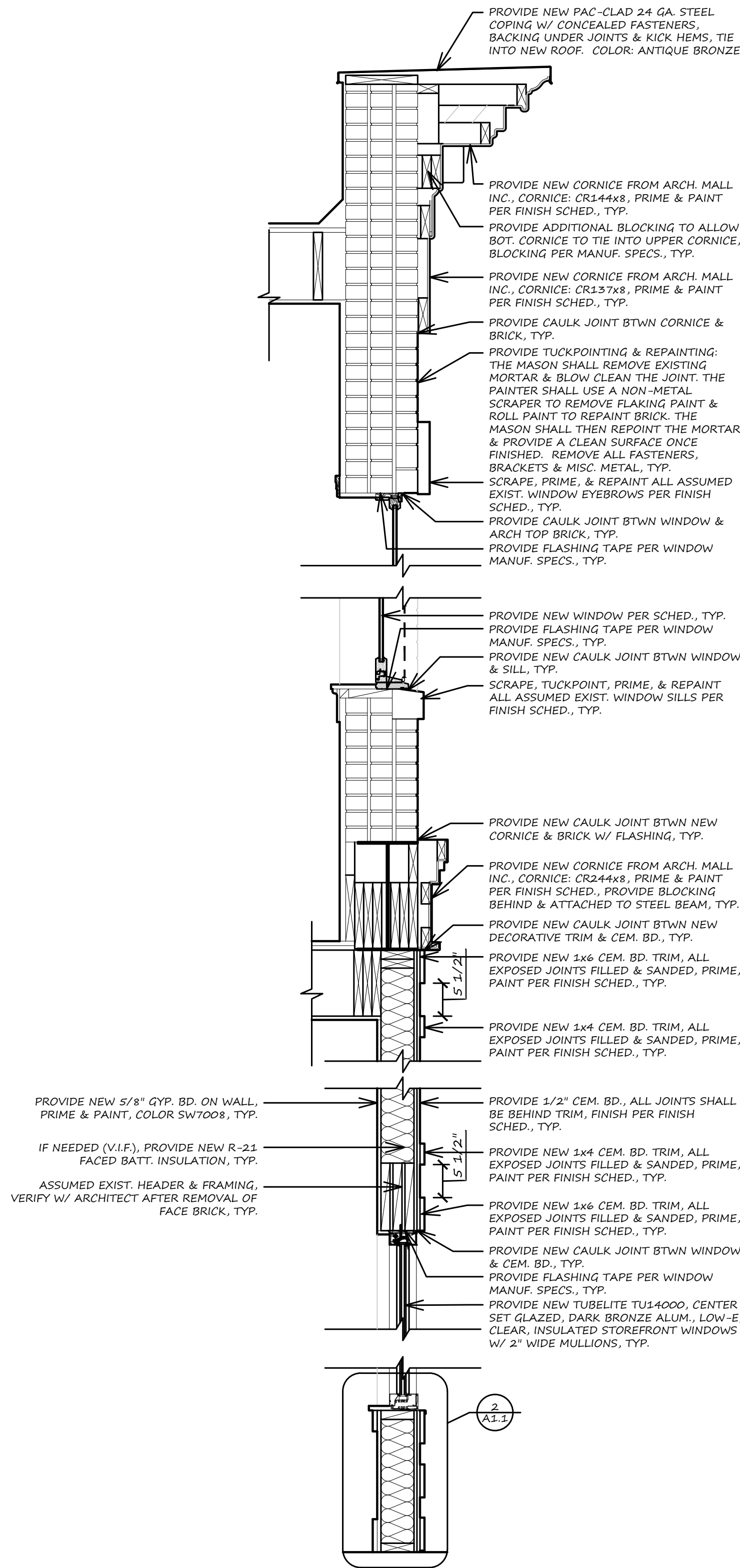


EXISTING ELEVATION
1/8" = 1'-0"



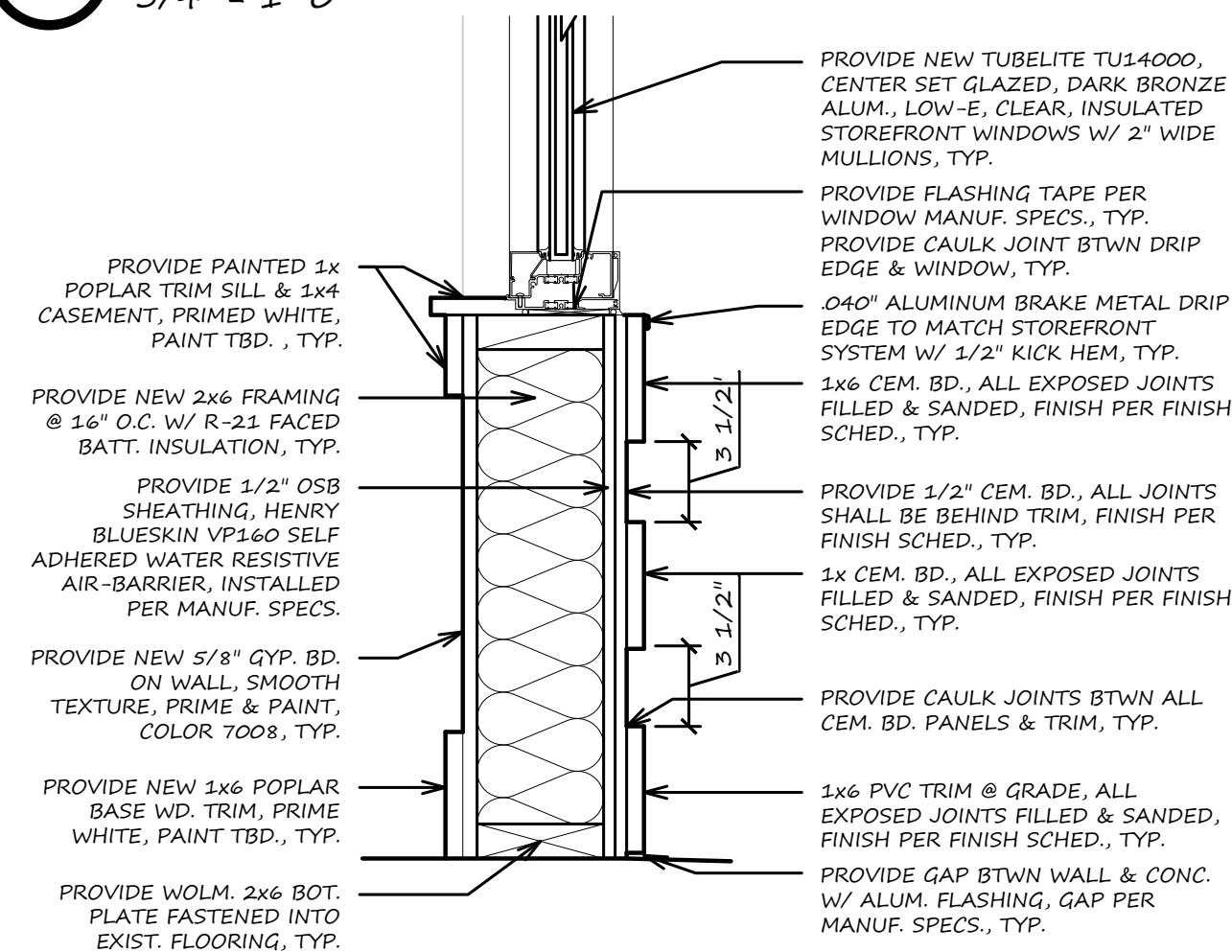
EXIST. FLOOR PLAN
1/8" = 1'-0"





1 BUILDING SECTION

3/4" = 1'-0"



2 BUILDING SECTION

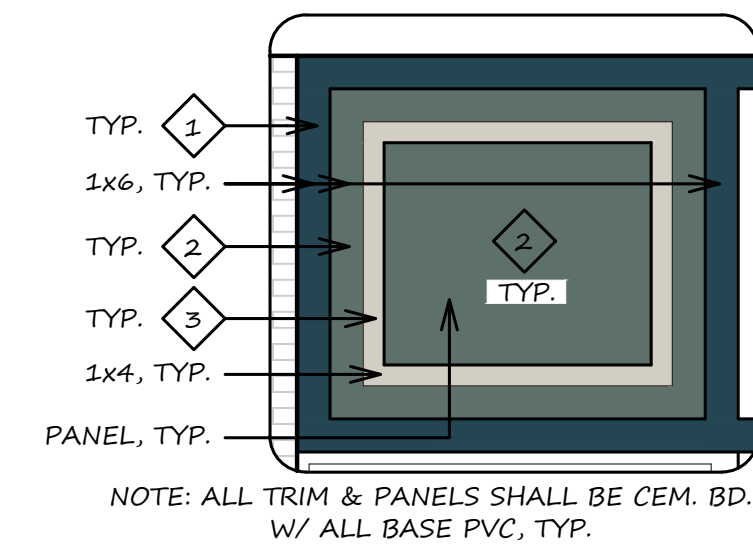
1-1/2" = 1'-0"

PROVIDE NEW 1x4 CEM. BD. TRIM, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.
PROVIDE NEW 1x6 CEM. BD. TRIM, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.
PROVIDE NEW 1/2" CEM. BD. PANELS, ALL BUTT JOINTS SHALL BE HIDDEN BEHIND TRIM, PRIME & PAINT PER FINISH SCHEDULE, TYP.

PROVIDE NEW LIGHTS PER SCHED., TYP.

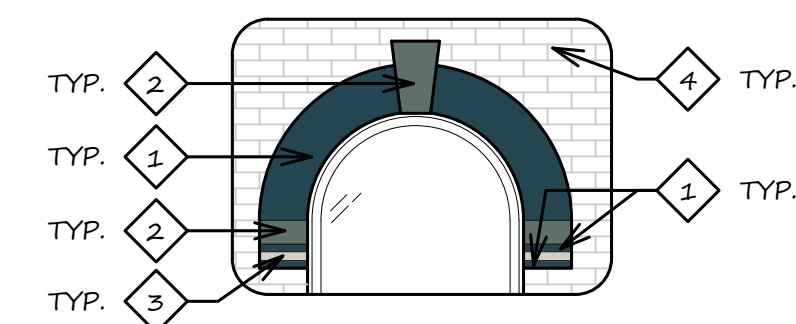
PROPOSED REFLECTED CEILING PLAN

1/4" = 1'-0"



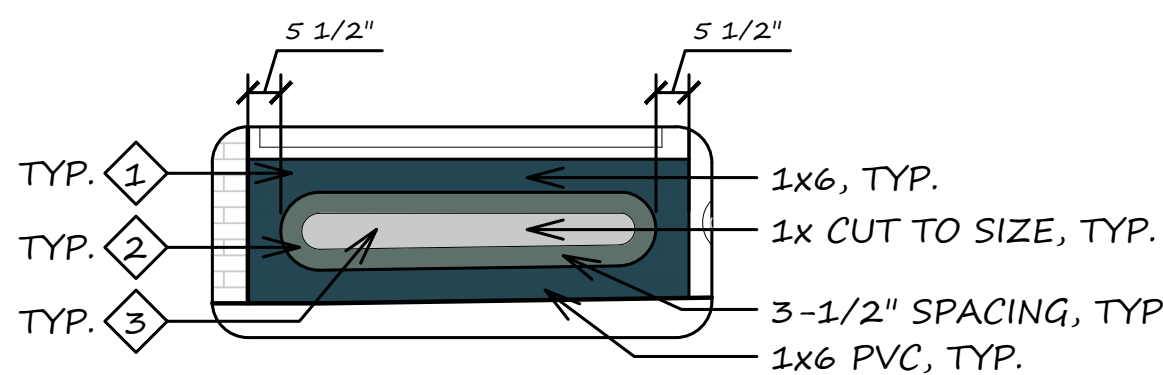
3 PAINT DETAIL

3/8" = 1'-0"



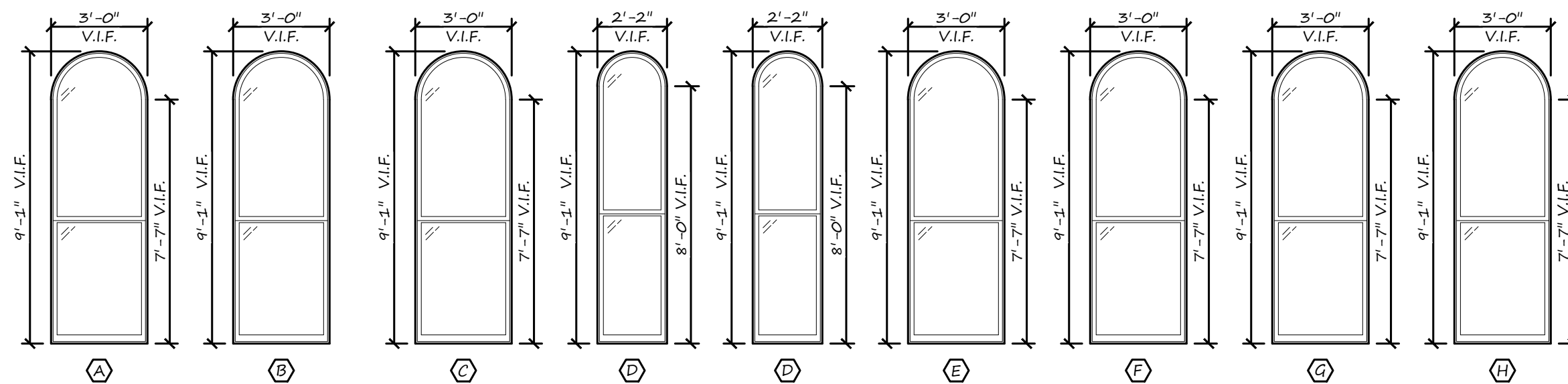
4 PAINT DETAIL

3/8" = 1'-0"



5 PAINT DETAIL

3/8" = 1'-0"



WINDOW REMARKS

* EXISTING WINDOW OPENINGS ARE FRAMED IN, THE HEIGHT SHOWN IS THE EXISTING CONDITION, ALL NEW WINDOWS HEIGHTS AND WIDTHS ARE TO BE VERIFIED PRIOR TO ORDERING.
1. NEW MARVIN ALUM. CLAD ULTIMATE ARCH TOP SINGLE HUNG WINDOWS, LOW-E, INSULATED, CLEAR. HISTORICAL EXTERIOR COLOR: BRONZE. INTERIOR: PINE PRIMED WHITE WD. W/ OIL-RUBBED BRONZE LOCK AND HANDLE. FULL SCREEN ALUM. SURROUND W/ MARVIN BRIGHT-VIEW SCREEN.

WINDOW NOTES

- VERIFY ALL WINDOWS AND OPENINGS.
- VERIFY ALL WINDOWS AND FINISHES W/ EXISTING AND ARCHITECT.
- ALL WINDOWS ARE TO FIT IN EXISTING OPENINGS.
- PROVIDE INTERIOR INSULATION AROUND ENTIRE WINDOW.

WINDOW SCHEDULE

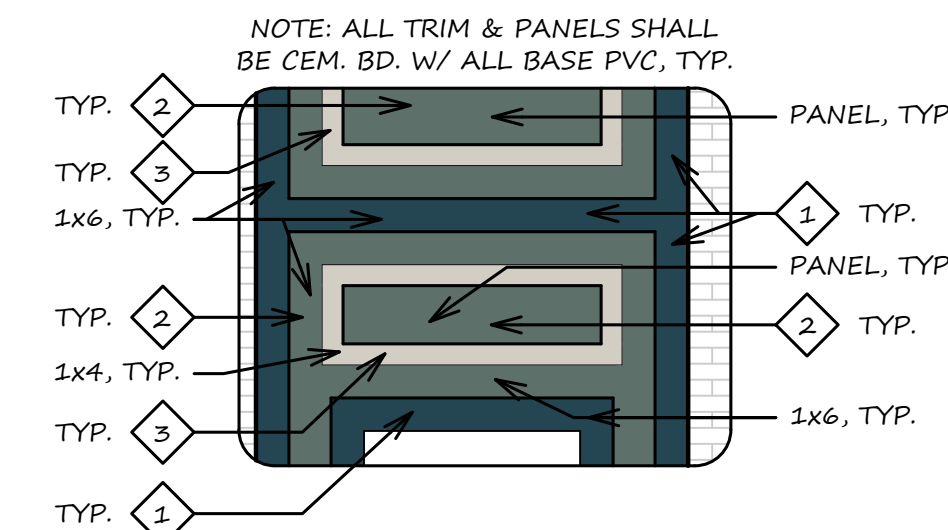
HARDWARE SPECIFICATIONS:

- PANIC: VON DUPRIN - 99 SERIES TRIM: NIGHT SERIES 99L-NL HANDLE: KAWNEER STANDARD PULL CO-9 LOCK: ANSI FUNCTION 03 FINISH: DURANODIC DARK BRONZE
- CLOSER: LCN 4040 XP SERIES ARM: 4040XP-3077 FINISH: DARK BRONZE - BHMA 695

REMARKS

- TUBELITE THERMAL-BLOCK STOREFRONT ENTRY DOOR, LOW-E, CLEAR, INSULATED, CONCEALED SCREW WEATHER STRIP, STANDARD THRESHOLD TO MATCH COLOR OF DOOR. PROVIDE SIDELIGHT PER ELEVATION.
- R-5 INSULATED, LOW-E GLASS, PREPARED FOR CLOSER & PANIC BAR REINF., PRIME, PAINT PER SCHED.

OPENING SCHEDULE



6 PAINT DETAIL

3/8" = 1'-0"

126 N. HOWARD St. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL37RW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT
B	COCOWEB BOAW16MB-15D	EXTERIOR WALL MOUNT GOOSENECK
C	RP LIGHTING 8739-WH-90-4K	LED PUCK MOUNT

NOTE: EXTERIOR LIGHT AT SOFFIT & EXTERIOR WALL SCONCE SHALL HAVE A PROGRAMMABLE TIMER SWITCH. LOCATION VERIFIED OR CHOSEN BY OWNER.

LIGHTING SCHEDULE

126 N. HOWARD St. OPENING SCHEDULE												
#	OPENING SIZE	DOOR					FRAME		HARDWARE			REMARKS
		SWING	MAT'L	FINISH	TYPE	STILE	MAT'L	FINISH	LOCKSET	PUSH/PULL	CLOSER	
1	3'-0" x 7'-0" x 1 3/4"	LHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1	2	1
2	3'-0" x 7'-0" x 1 3/4"	LHR	STEEL	SW 9183	1/2 GLASS	--	WOOD	SW 9183	--	1	2	2
3	3'-0" x 7'-0" x 1 3/4"	LHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1	2	1

REMARKS:

VERIFY COLOR USE ON ELEVATIONS AND DETAILS

- COLOR USED FOR TRIM
- COLOR USED FOR PANELS
- COLOR USED FOR ACCENT TRIM
- COLOR USED FOR TRIM AT SOFFIT
- COLOR USED FOR PANEL AT SOFFIT
- COLOR USED FOR ACCENT TRIM AT SOFFIT
- COLOR USED FOR BRICK
- COLOR USED FOR UPPER LEVEL DOOR

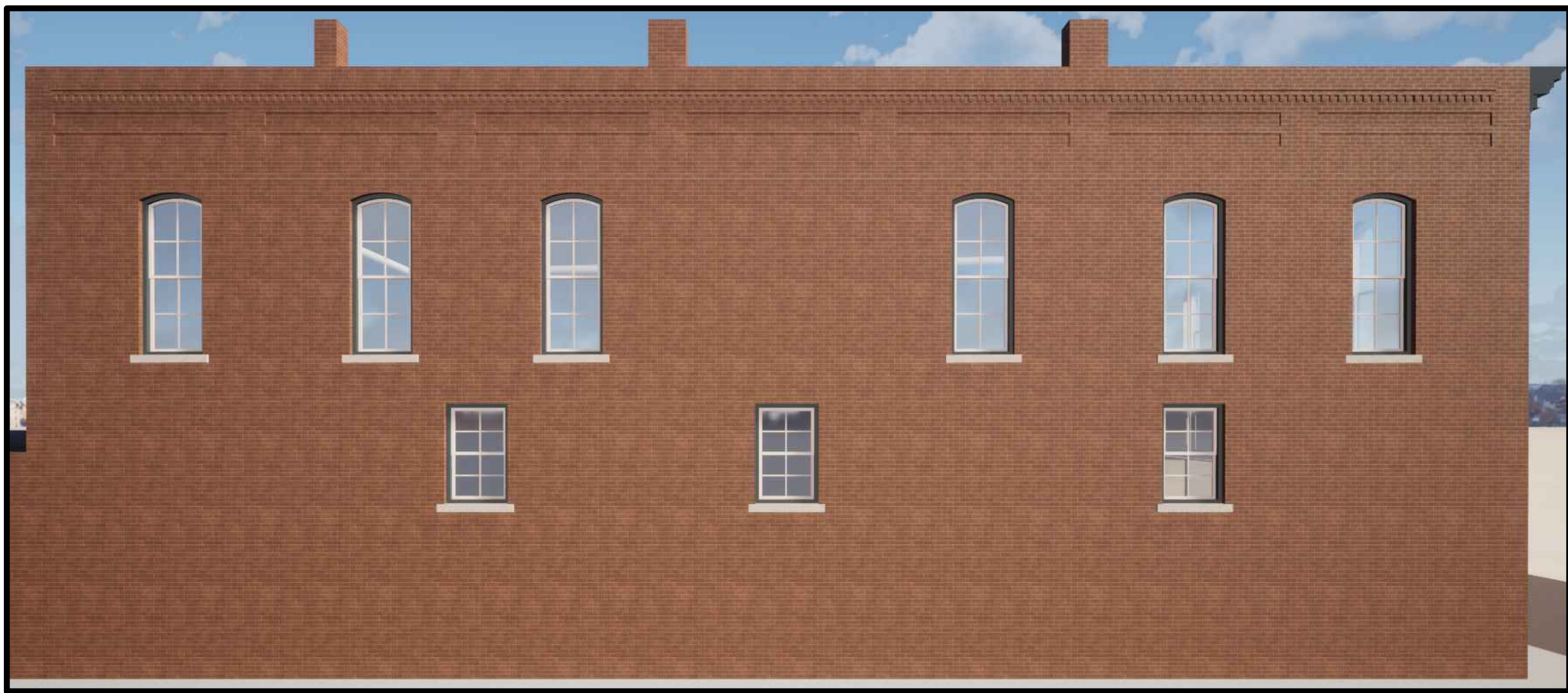
126 N. HOWARD St. FINISH SCHEDULE						
QS	TC		COLOR	PRIMER	FINISH	COATS
1			SW 6230	EXTERIOR	SATIN	2
2			SW 6215	EXTERIOR	SATIN	2
3			SW 9165	EXTERIOR	SATIN	2
4			SW 6047	EXTERIOR	SATIN	2
5			SW 9183	EXTERIOR	SATIN	2

QS: GRAY SCALE
TC: TRUE COLOR

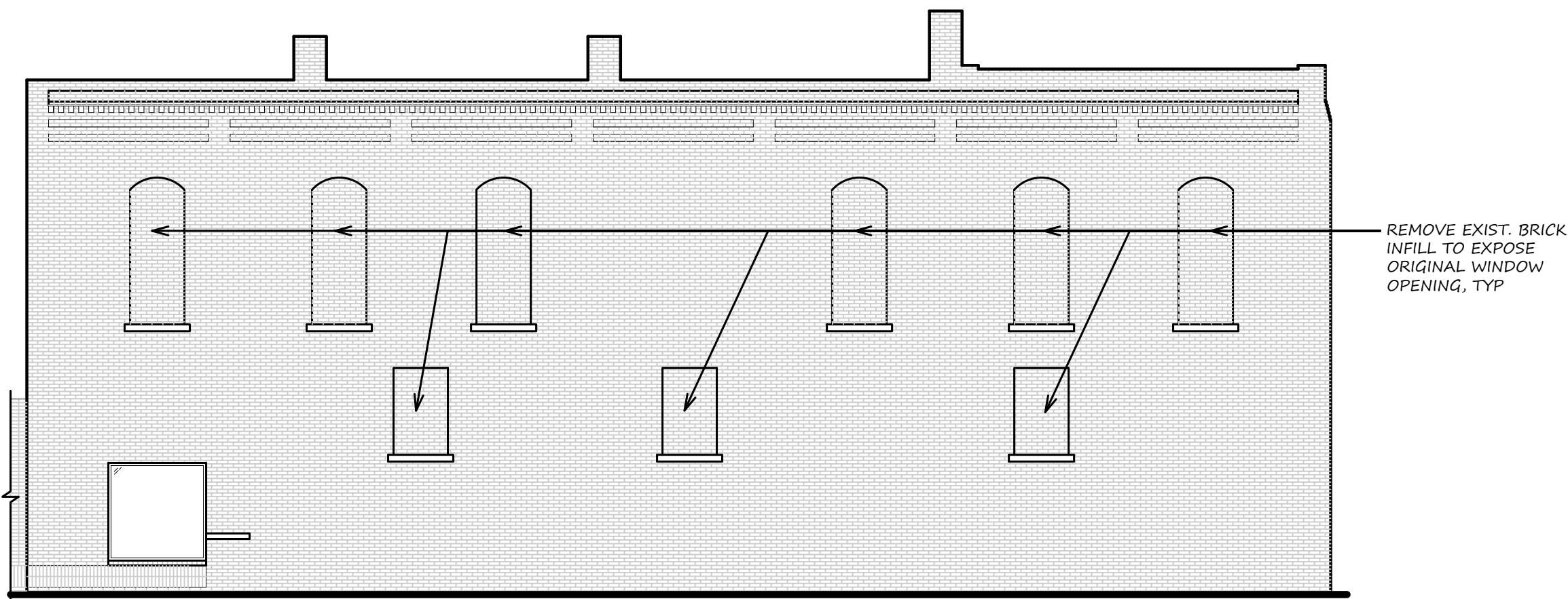
FINISH SCHEDULE



EXISTING PHOTOGRAPH



PROPOSED RENDERING



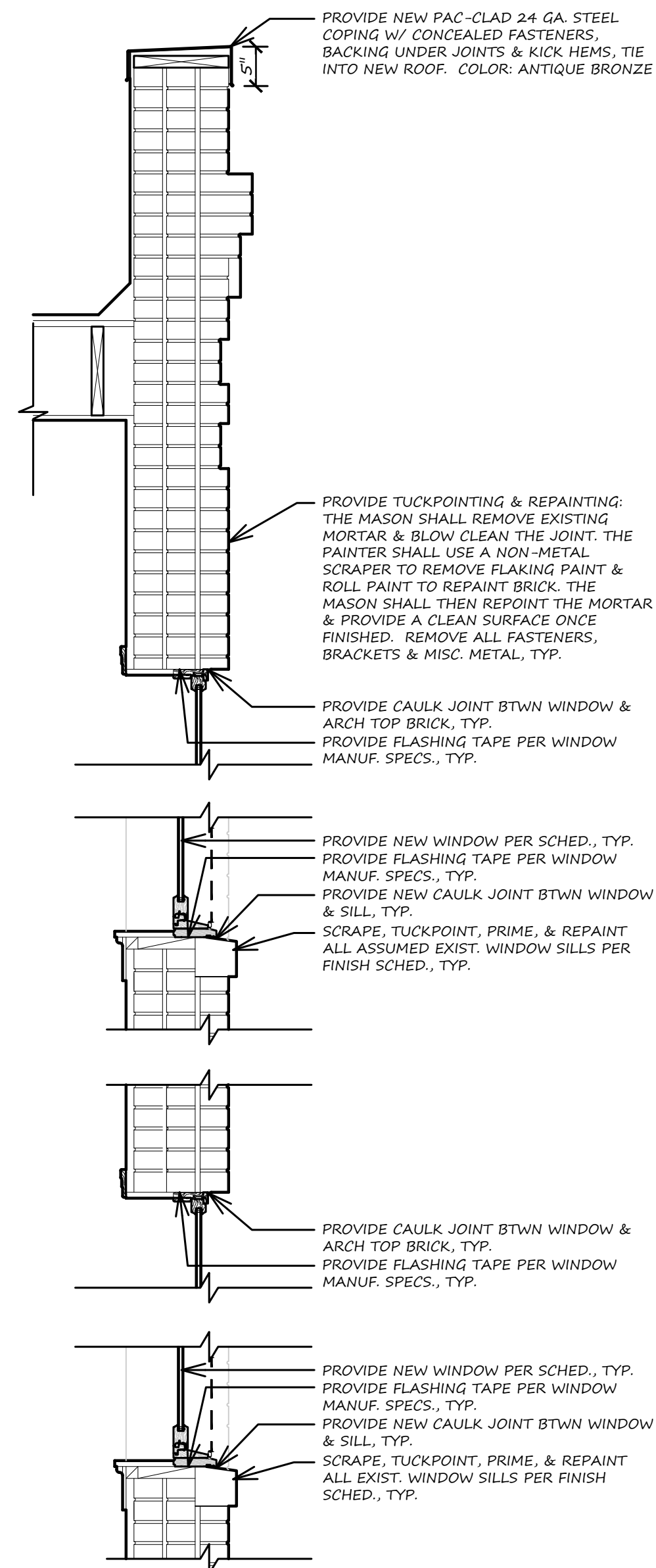
ALTERNATE #1 - EXISTING ELEVATION

1/8" = 1'-0"



ALTERNATE #1 - PROPOSED ELEVATION

1/4" = 1'-0"



1 ALT #1 - BUILDING SECTION

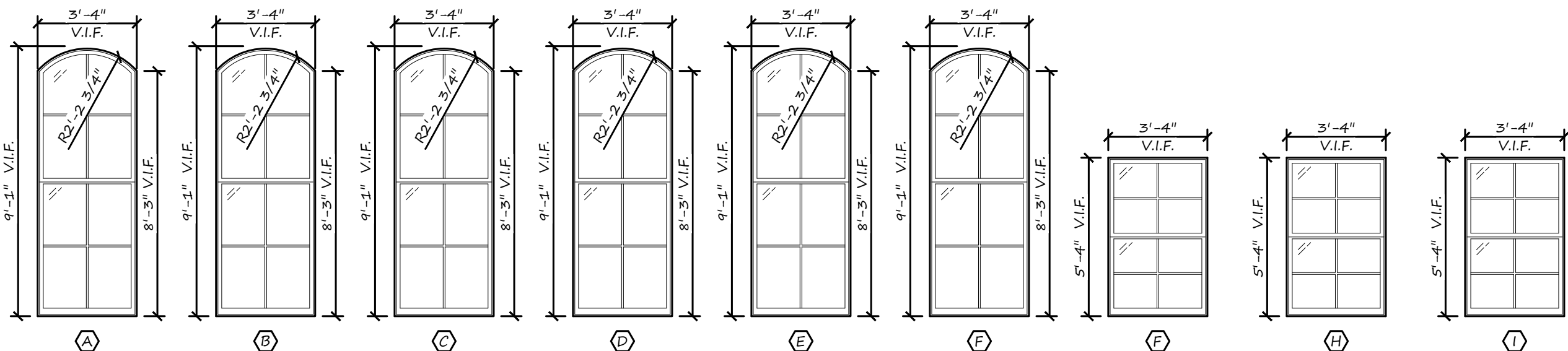
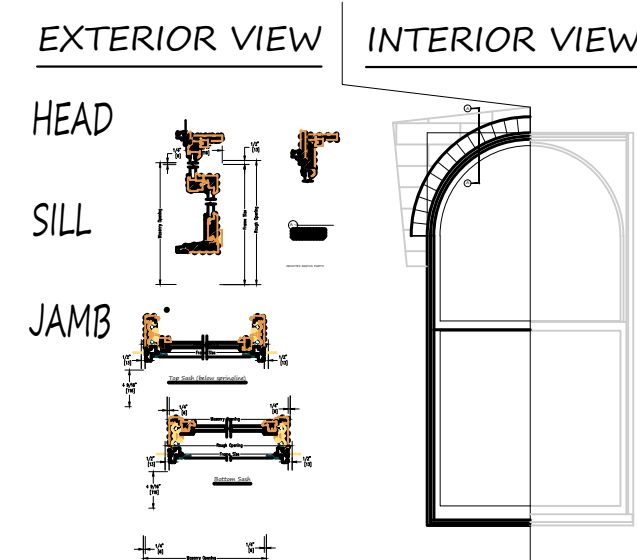
REMARKS: VERIFY COLOR USE ON
ELEVATIONS AND DETAILS

1. COLOR USED FOR BRICK

126 N. HOWARD St. FINISH SCHEDULE							
QS	TC	◆	COLOR	PRIMER	FINISH	COATS	REMARKS
NA		1	SW 6047	EXTERIOR	SATIN	2	1

QS: GRAY SCALE
TC: TRUE COLOR

ALT. #1 - FINISH SCHEDULE



WINDOW REMARKS

* EXISTING WINDOWS WERE REMOVED, THE OPENINGS SHOWN IS THE EXISTING BRICK FILLED IN OPENINGS, ALL NEW WINDOWS HEIGHTS AND WIDTHS ARE TO BE VERIFIED PRIOR TO ORDERING.

1. NEW MARVIN ALUM. CLAD ULTIMATE ARCH TOP SINGLE HUNG WINDOWS, LOW-E, INSULATED, CLEAR. HISTORICAL EXTERIOR COLOR: BRONZE. INTERIOR: PINE PRIMED WHITE WD. W/ OIL-RUBBED BRONZE LOCK AND HANDLE. FULL SCREEN ALUM. SURROUND W/ MARVIN BRIGHT-VIEW SCREEN.

WINDOW NOTES

- VERIFY ALL WINDOWS AND OPENINGS.
- VERIFY ALL WINDOWS AND FINISHES W/ EXISTING AND ARCHITECT.
- ALL WINDOWS ARE TO FIT IN EXISTING OPENINGS.
- PROVIDE INTERIOR INSULATION AROUND ENTIRE WINDOW.

126 N. HOWARD St. WINDOW SURVEY

[illegible]

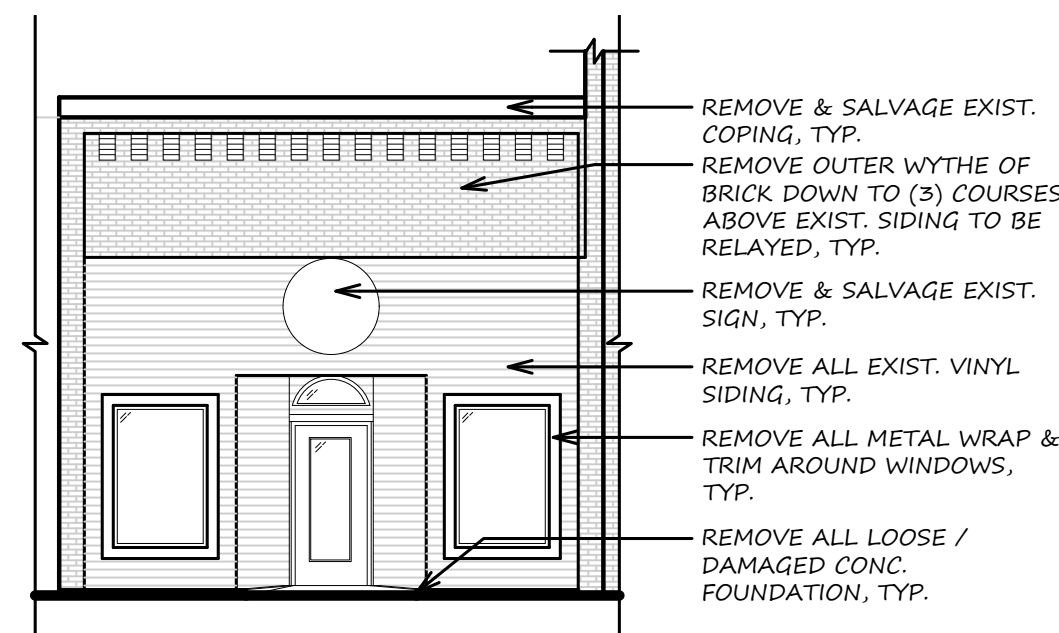


EXISTING PHOTOGRAPH



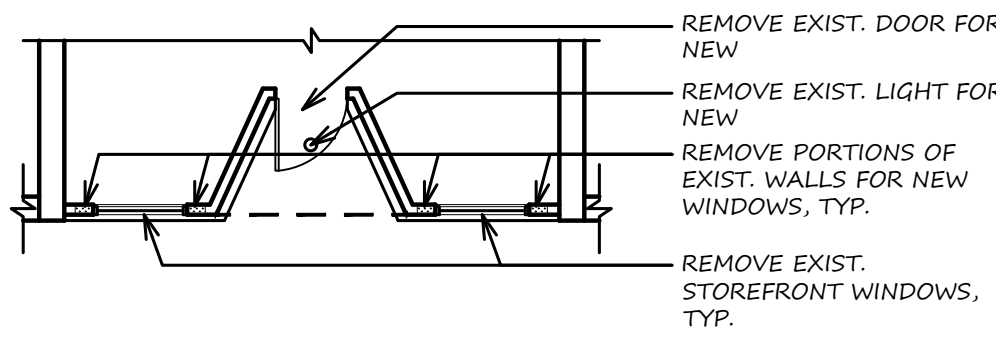
PROPOSED RENDERING

* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



EXISTING ELEVATION

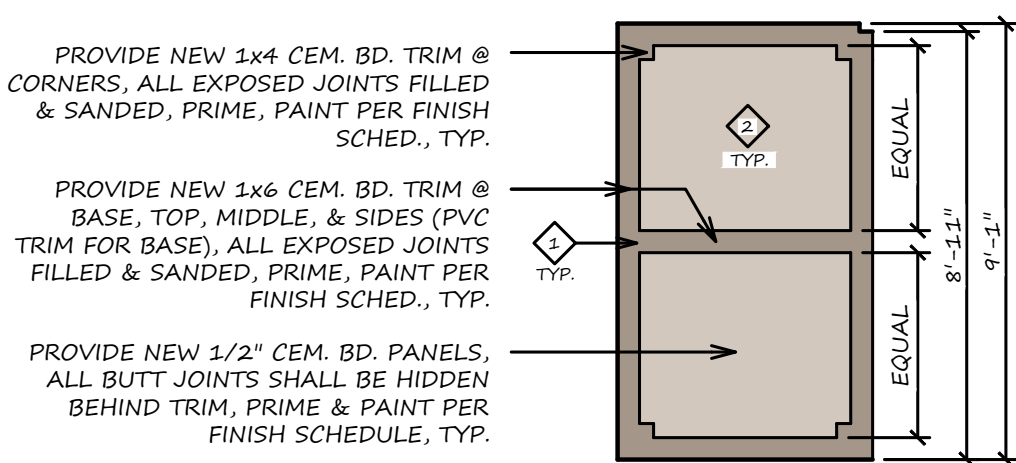
1/8" = 1'-0"



EXIST. FLOOR PLAN

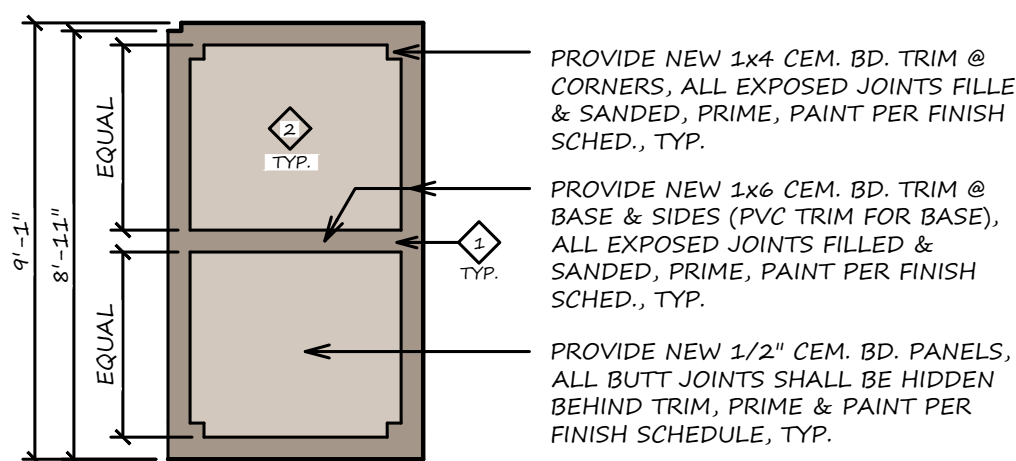
1/8" = 1'-0"

NORTH



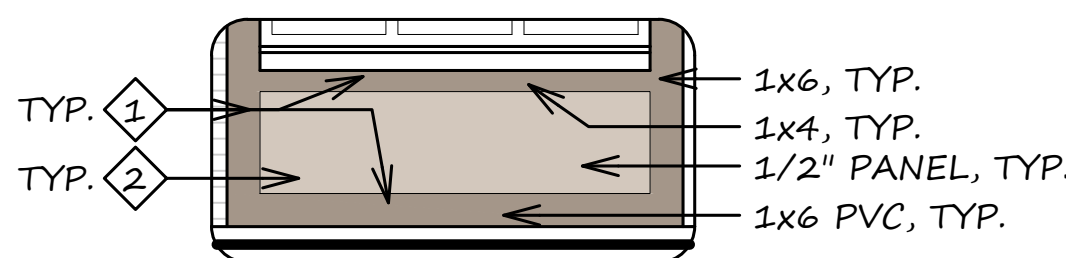
1 EXTERIOR ELEVATION

1/4" = 1'-0"



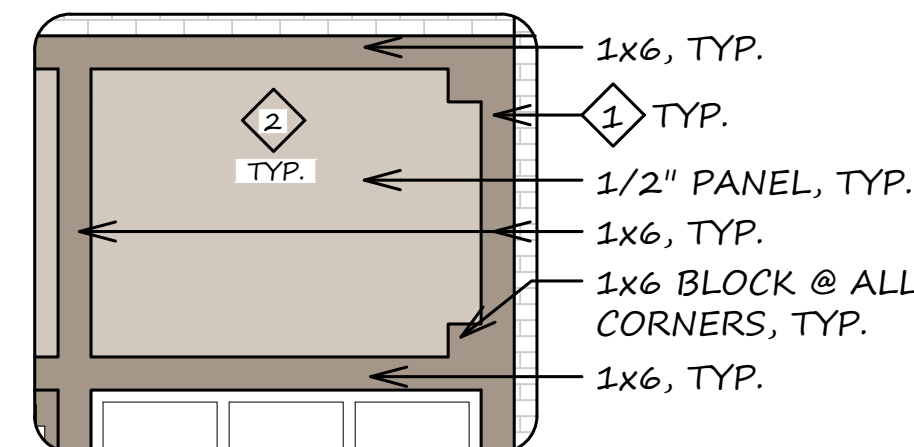
2 EXTERIOR ELEVATION

1/4" = 1'-0"



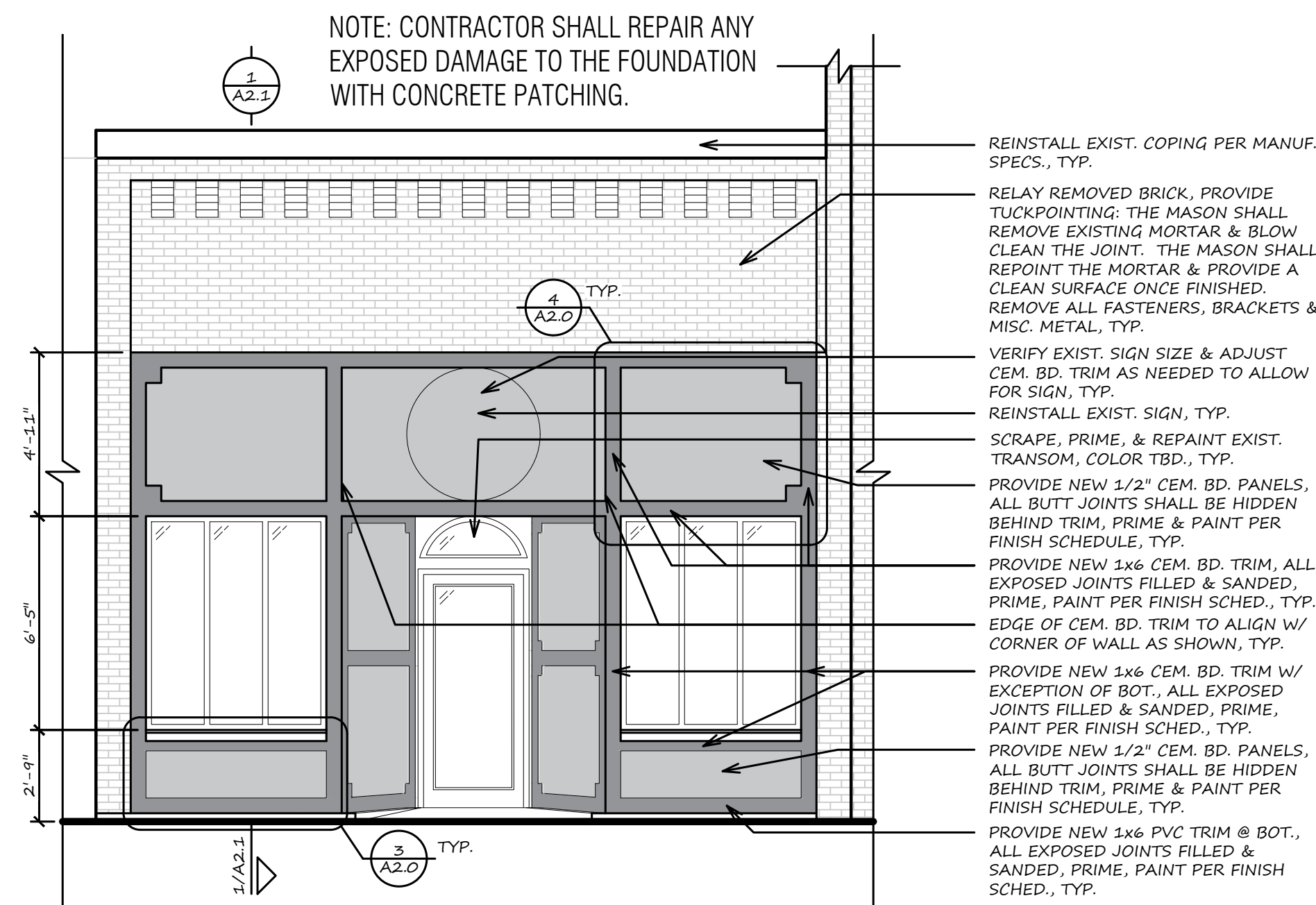
3 PAINT DETAIL

3/8" = 1'-0"



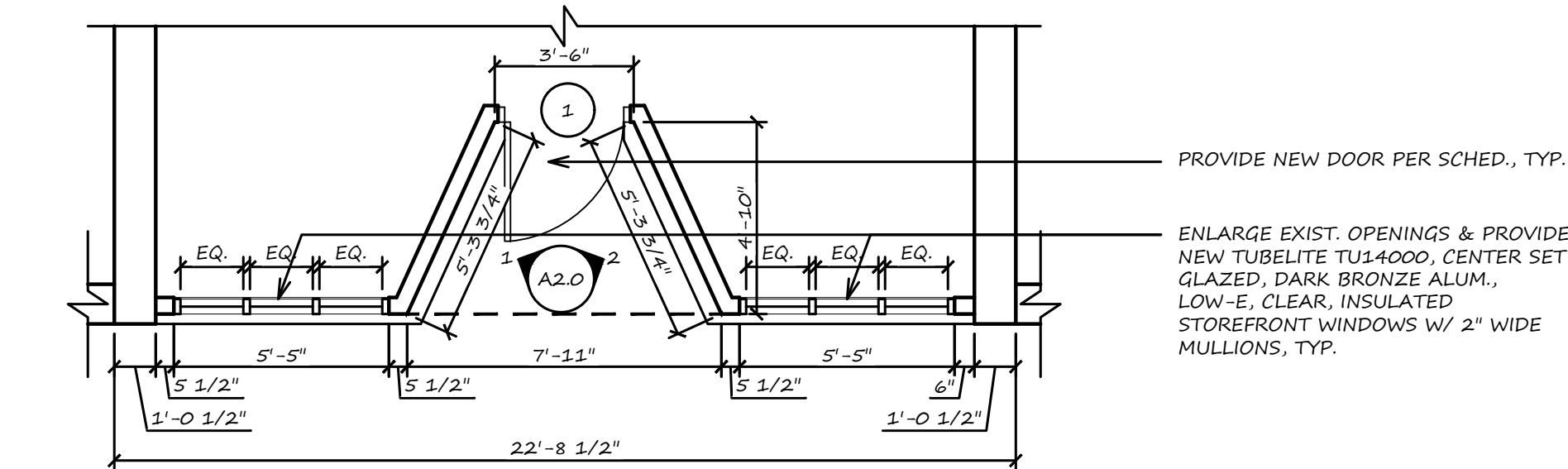
4 PAINT DETAIL

3/8" = 1'-0"



PROPOSED ELEVATION

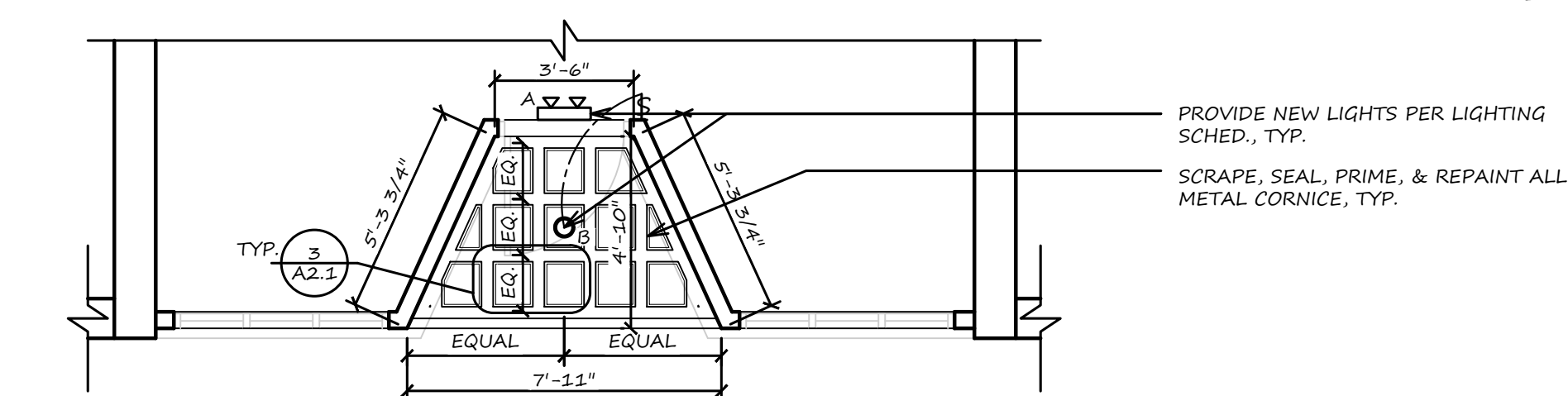
1/4" = 1'-0"



PROPOSED FLOOR PLAN

1/4" = 1'-0"

NORTH



PROPOSED REFLECTED CEILING PLAN

1/4" = 1'-0"

NORTH

107 E. SALEM AVE. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL37RW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT
B	RP LIGHTING 8739-08-40-4K	WATER PROOF CEILING MOUNT

NOTE: EXTERIOR LIGHT AT SOFFIT SHALL HAVE A PROGRAMMABLE TIMER SWITCH. LOCATION VERIFIED OR CHOSEN BY OWNER.

LIGHTING SCHEDULE

107 E. SALEM AVE. OPENING SCHEDULE										
#	DOOR					FRAME		HARDWARE		REMARKS
	OPENING SIZE	SWING	MAT'L	FINISH	TYPE	STILE	MAT'L	FINISH	LOCKSET	
1	3'-0" x 7'-0" x 1 3/4"	LHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1 2 3

OPENING SCHEDULE

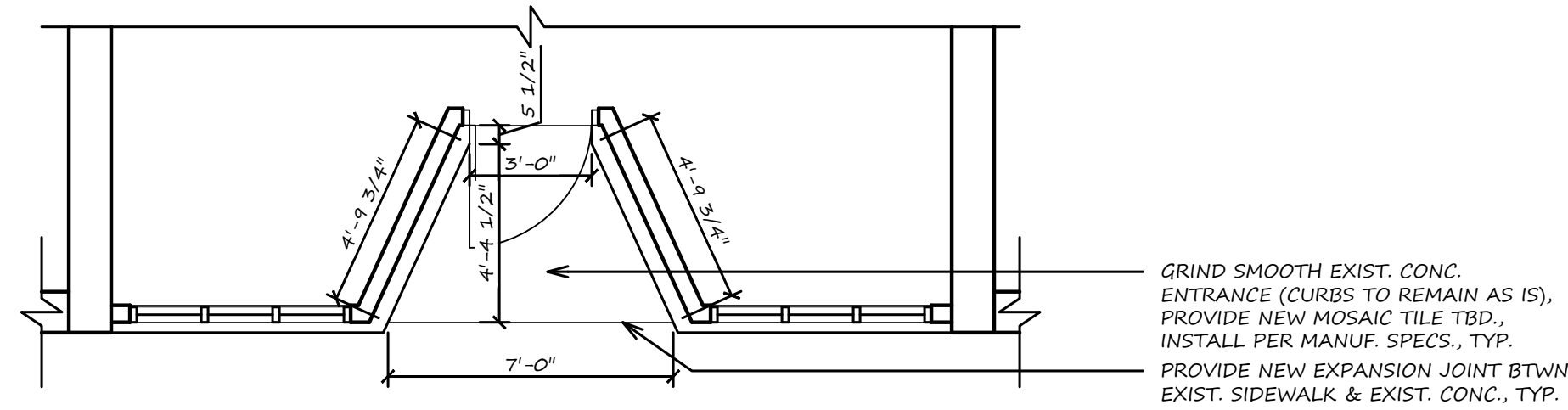
107 E. SALEM AVE. FINISH SCHEDULE					
GS TO	1	COLOR	PRIMER	FINISH	COATS
1	SW 7503	EXTERIOR	SATIN	2	1
2	SW 6078	EXTERIOR	SATIN	2	2, 3

GS: GRAY SCALE
TC: TRUE COLOR

FINISH SCHEDULE

REMARKS: VERIFY COLOR USE ON ELEVATIONS AND DETAILS

- COLOR USED FOR TRIM
- COLOR USED FOR PANELS
- COLOR USED FOR TRIM AT SOFFIT
- COLOR USED FOR PANEL AT SOFFIT



PROPOSED FLOORING PLAN

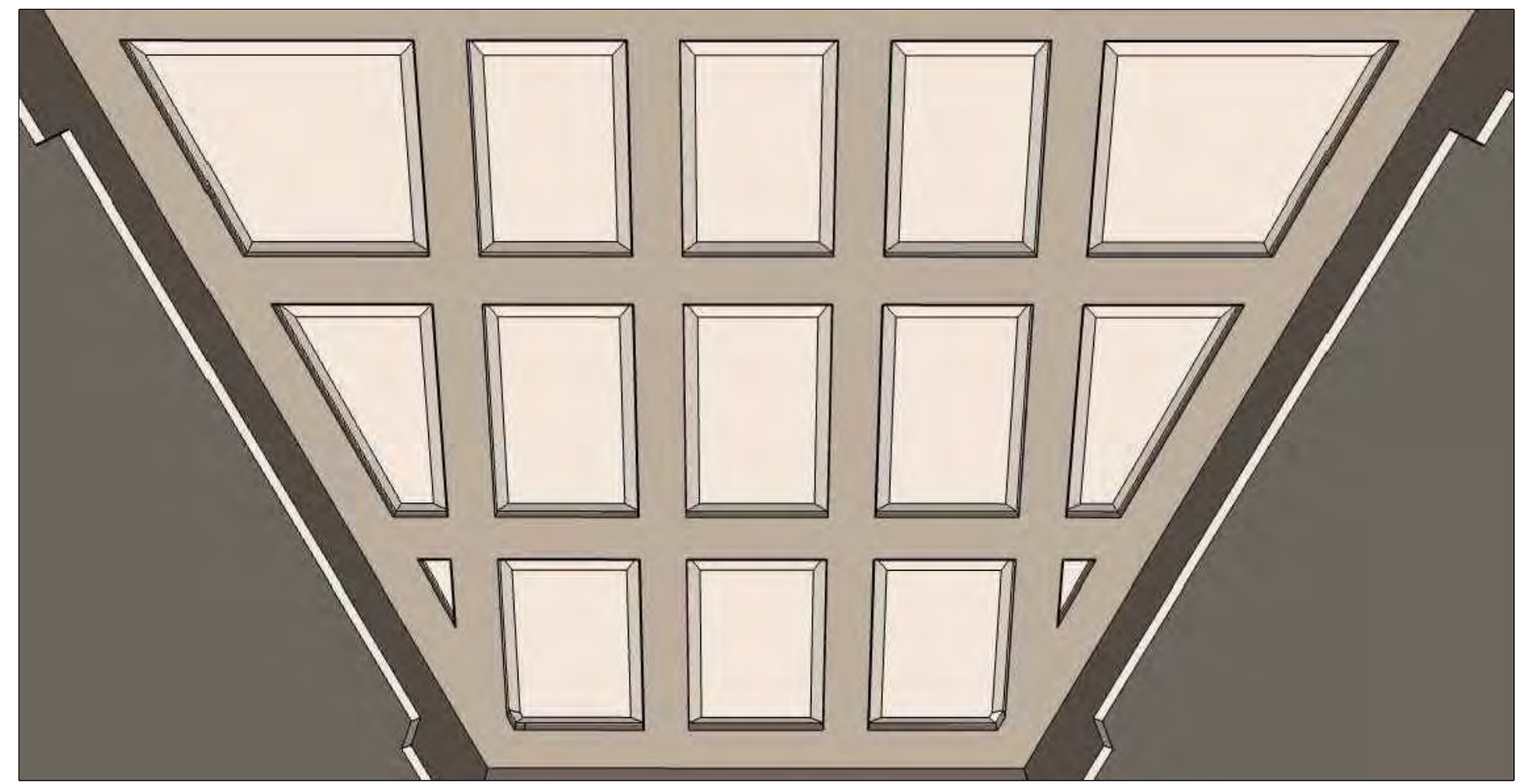
1/4" = 1'-0"

NORTH



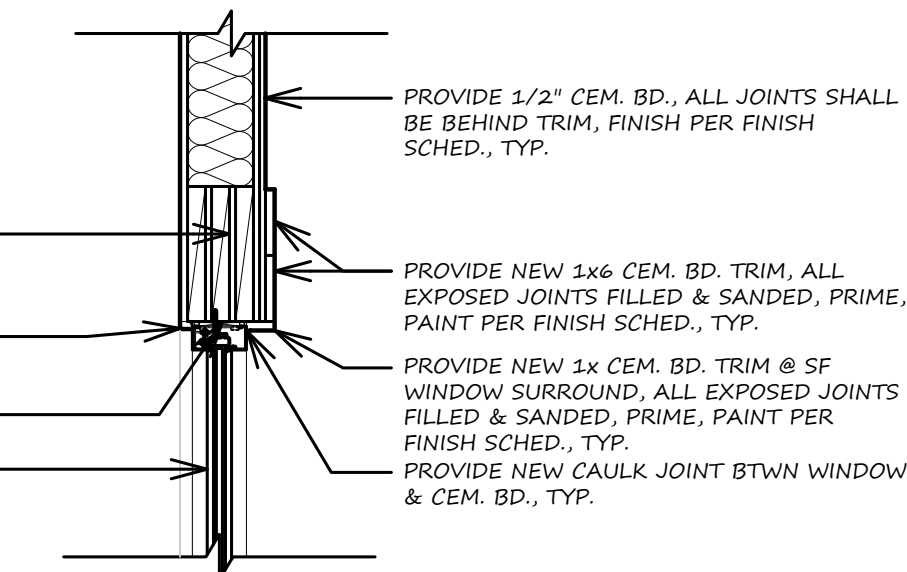
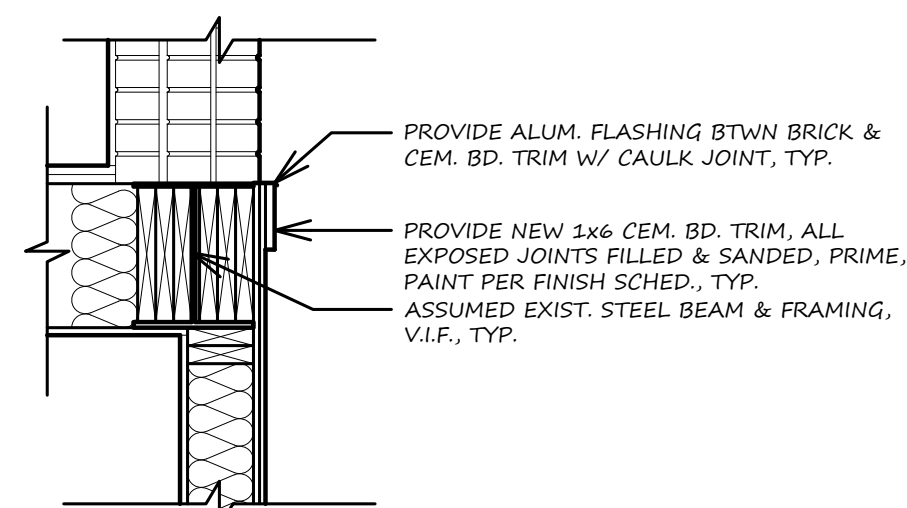
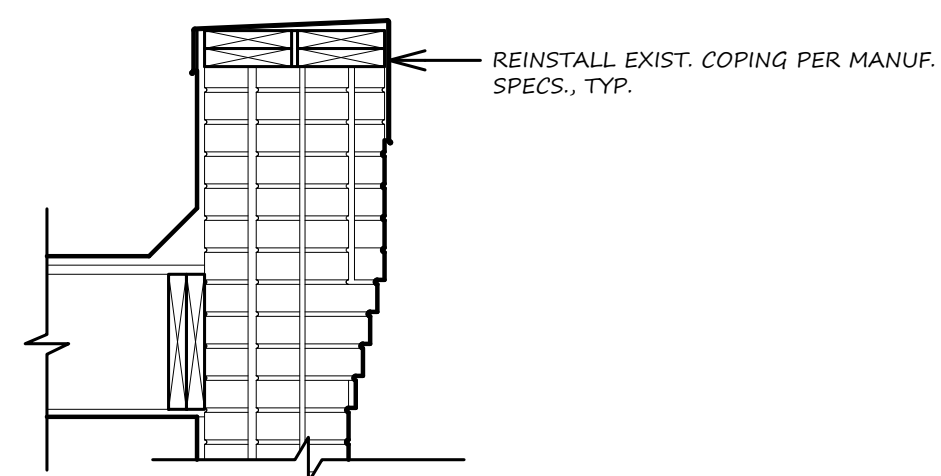
EXISTING PHOTOGRAPH

PICTURE OF EXIST. SOFFIT THAT IS TO BE REMOVED AND
RECONSTRUCTED WITH CEM. BD. TRIM & PANELS



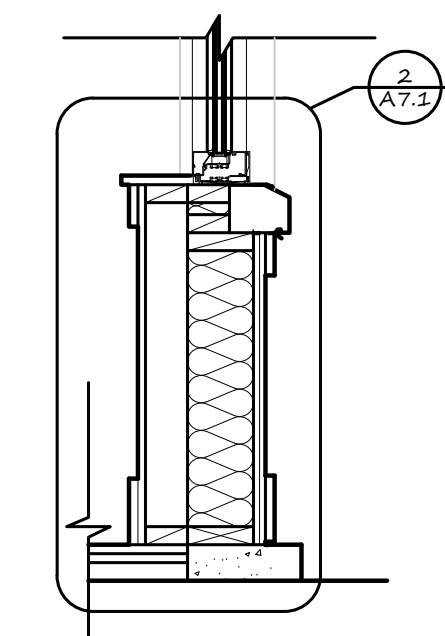
PROPOSED RENDERING

RENDERING PICTURE OF NEW SOFFIT COPYING EXISTING DESIGN



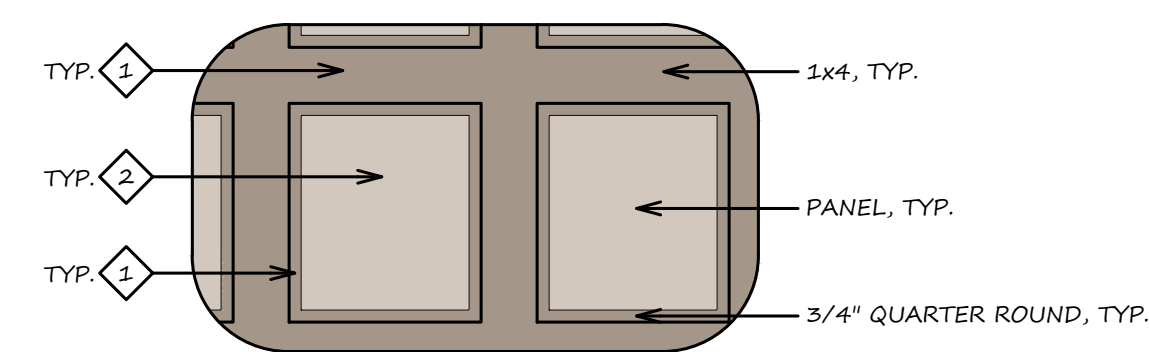
ASSUMED EXIST. HEADER & FRAMING, TYP.

PROVIDE GYP. BD. RETURN CORNERS @
WINDOW SURROUND, MATCH WALL FINISH,
TYP.
PROVIDE FLASHING TAPE PER WINDOW
MANUF. SPECS., TYP.
PROVIDE NEW TUBELITE TU14000, CENTER
SET GLAZED, DARK BRONZE ALUM., LOW-E,
CLEAR, INSULATED STOREFRONT WINDOWS
W/ 2" WIDE MULLIONS, TYP.



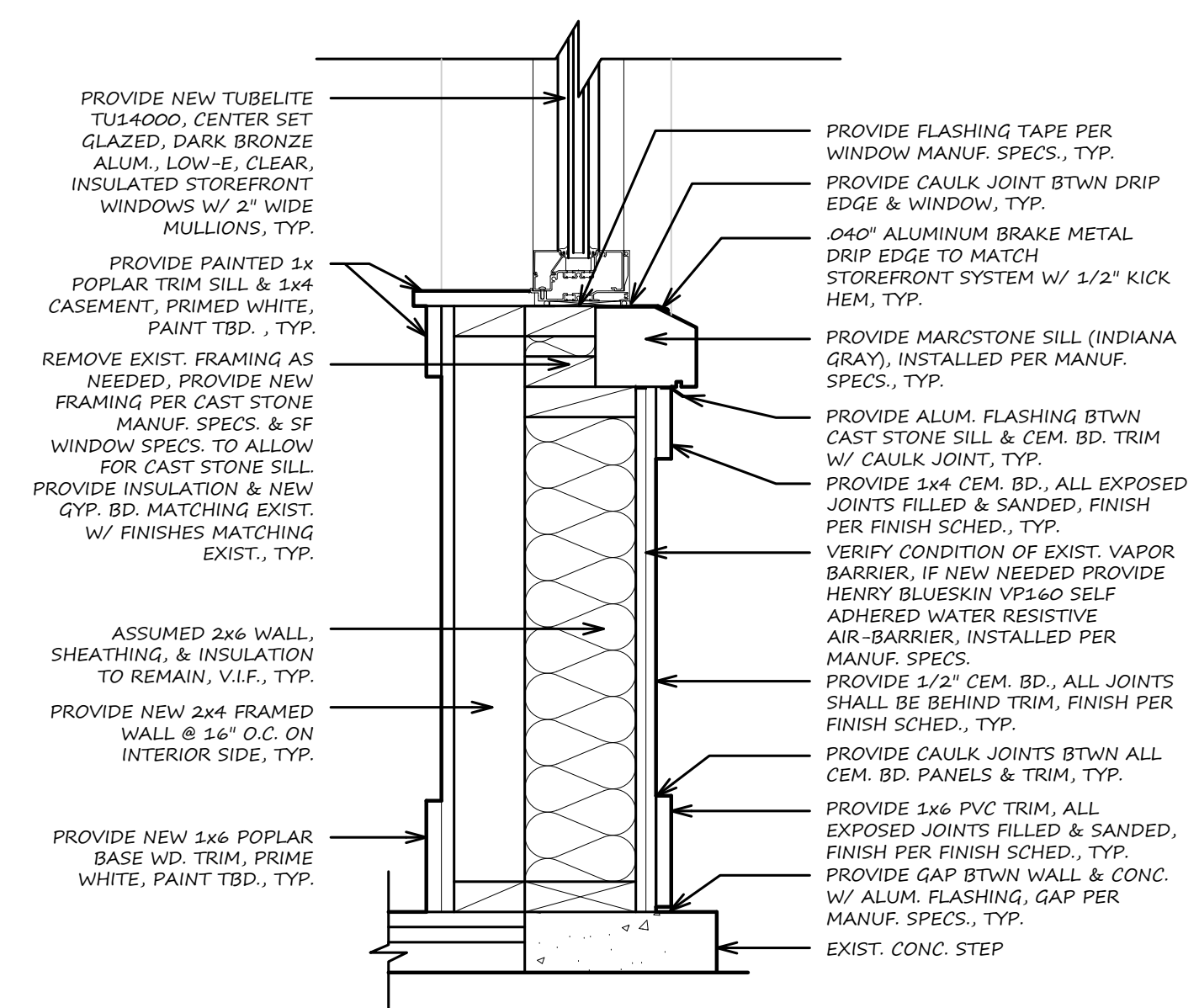
1 BUILDING SECTION

3/4" = 1'-0"



3 SOFFIT PAINT DETAIL

1" = 1'-0"



2 BUILDING SECTION

3/4" = 1'-0"

INDIANOLA FACADES

107 E. SALEM AVE.

DATE: 06/05/2025

REVISIONS:

PROJECT # 2507
FLOORING
PLAN /
SECTIONS /
DETAIL /
EXIST. PHOTO
/ RENDERING

A2.1



HISTORICAL PHOTOGRAPH

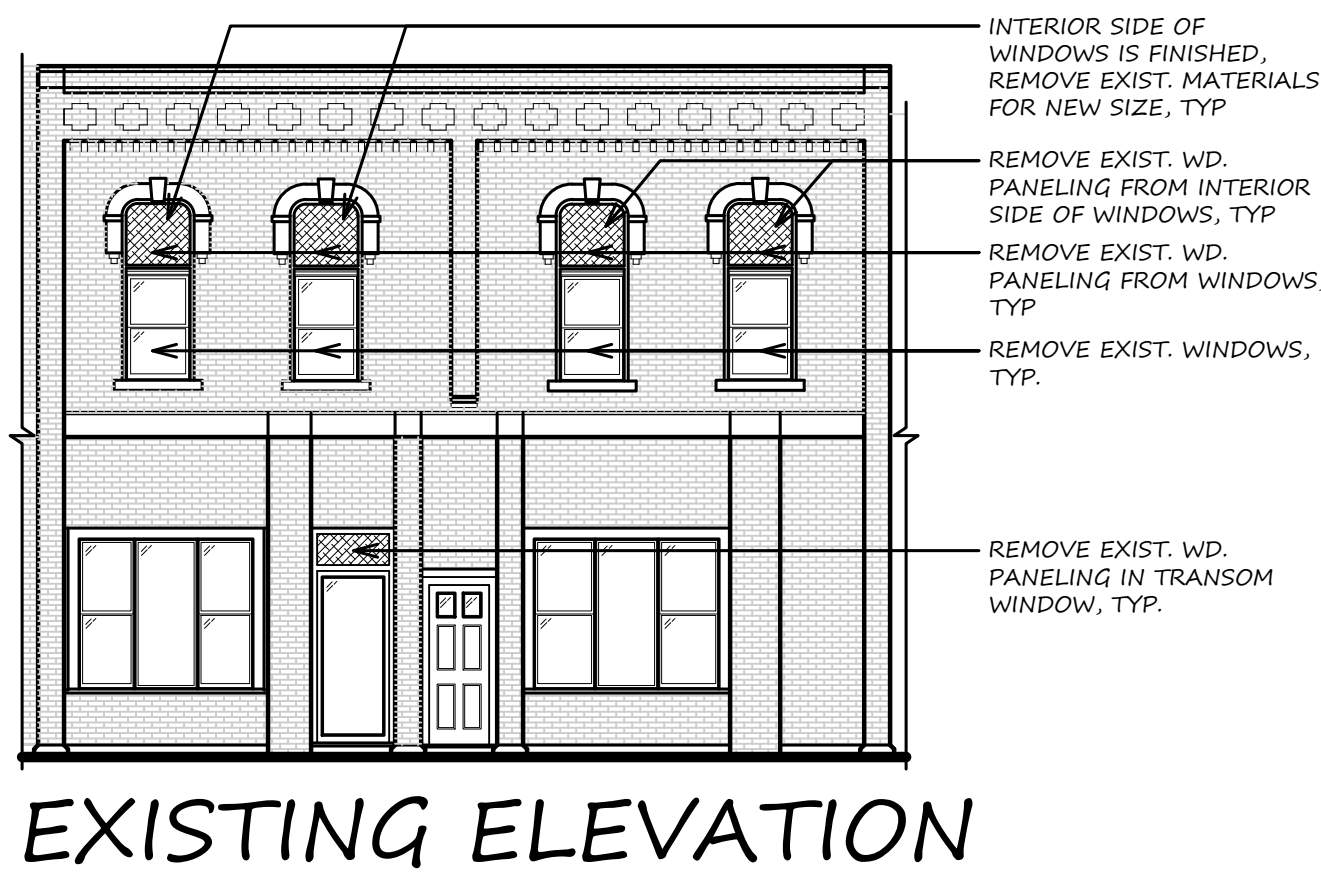


EXISTING PHOTOGRAPH

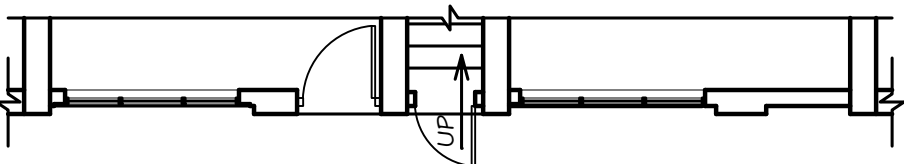


PROPOSED RENDERING

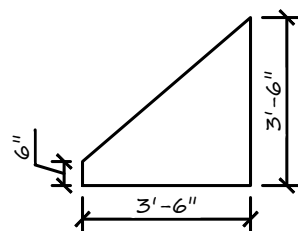
* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



EXISTING ELEVATION



EXIST. FLOOR PLAN



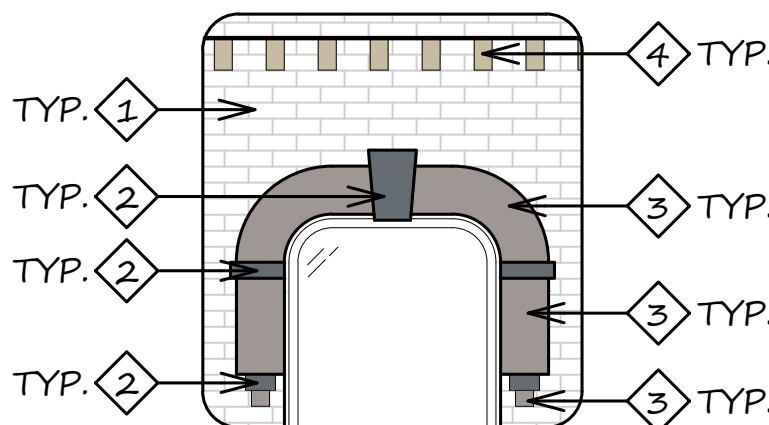
AWNING DETAIL

- REMARKS:
- COLOR USED FOR BRICK
 - COLOR USED FOR STEEL BEAM
 - COLOR USED FOR CORNICE
 - AWNING FABRIC
 - COLOR USED FOR ROSETTES & DENTALS

106 E. SALEM AVE. FINISH SCHEDULE					
QSTC	NA	COLOR	PRIMER	FINISH	COATS
1		SW 2836	EXTERIOR	SATIN	2
2		SW 7665	EXTERIOR	SATIN	2
3		SW 9167	EXTERIOR	SATIN	2
4		SW 6149	EXTERIOR	SATIN	2
5		AWNING - SUNBRELLA NAVY SKU: 4626-0000			4

GS: GRAY SCALE
TC: TRUE COLOR

FINISH SCHEDULE



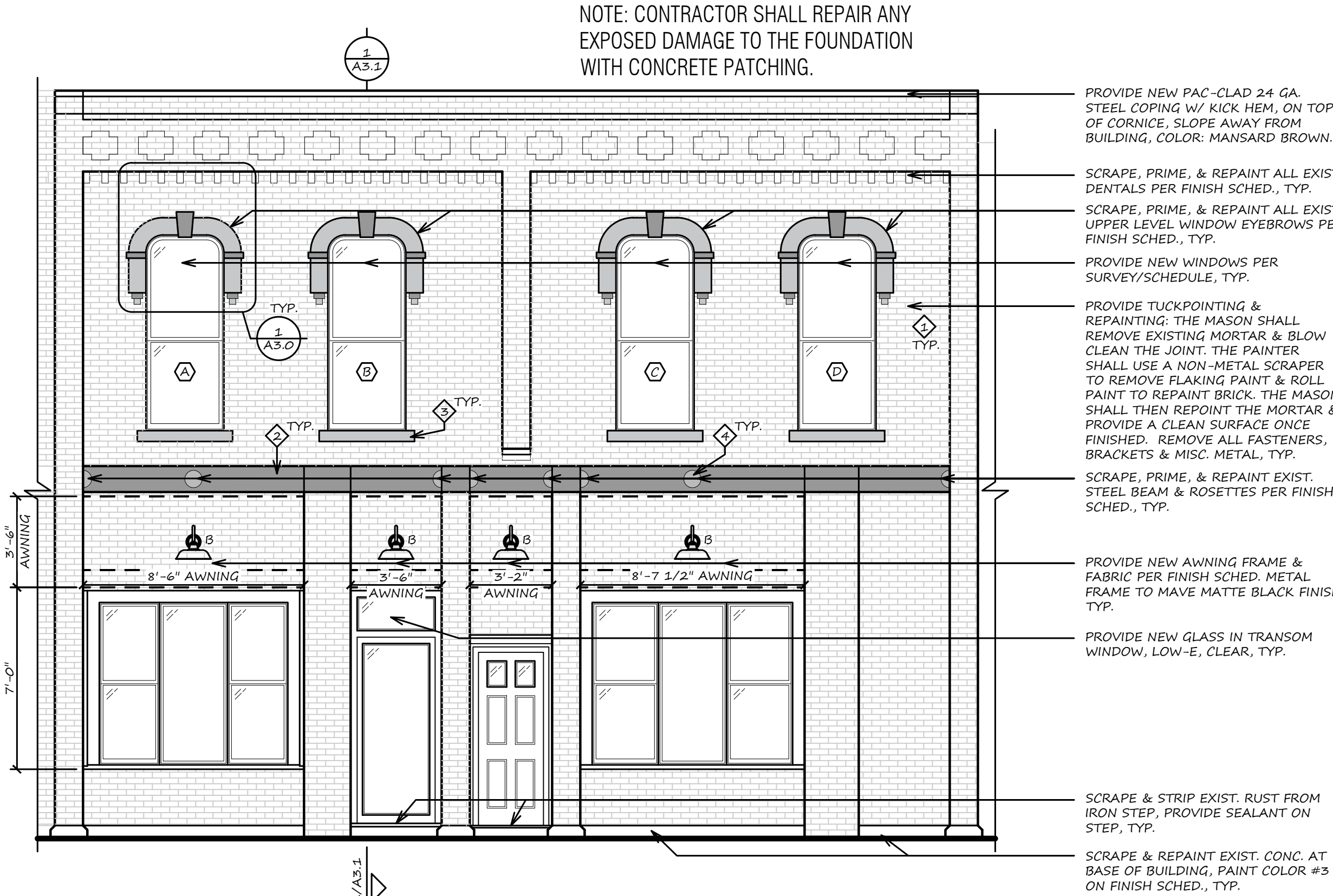
PAINT DETAIL

3/8" = 1'-0"

- WINDOW REMARKS
- * EXISTING WINDOW OPENINGS ARE FRAMED IN. THE HEIGHT SHOWN IS THE EXISTING CONDITION. ALL NEW WINDOWS HEIGHTS AND WIDTHS ARE TO BE VERIFIED PRIOR TO ORDERING.
 - 1. NEW MARVIN ALUM. CLAD ULTIMATE CASEMENT WINDOWS, LOW-E, INSULATED, CLEAR, HISTORICAL. EXTERIOR COLOR: BRONZE, INTERIOR: PINE PRIMED WHITE WD. W/ OIL RUBBED BRONZE LOOK AND HANDLE. FULL SCREEN ALUM. SURROUND W/ MARVIN BRIGHT-VIEW SCREEN.

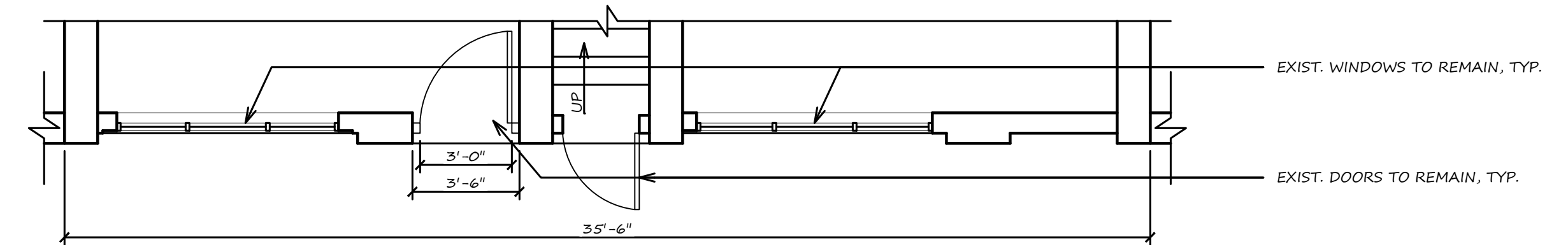
- WINDOW NOTES
- VERIFY ALL WINDOWS AND OPENINGS.
 - VERIFY ALL WINDOWS AND FINISHES W/ EXISTING AND ARCHITECT.
 - ALL WINDOWS ARE TO FIT IN EXISTING OPENINGS.
 - PROVIDE INTERIOR INSULATION AROUND ENTIRE WINDOW.

WINDOW SCHEDULE



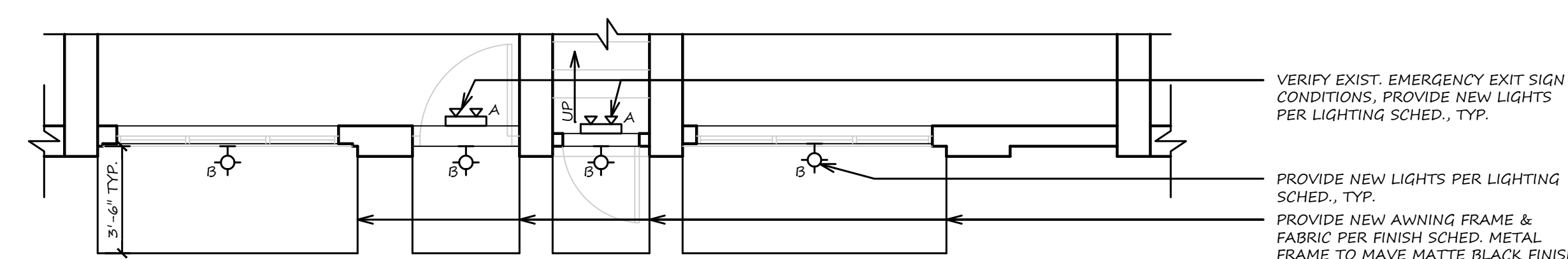
PROPOSED ELEVATION

1/4" = 1'-0"



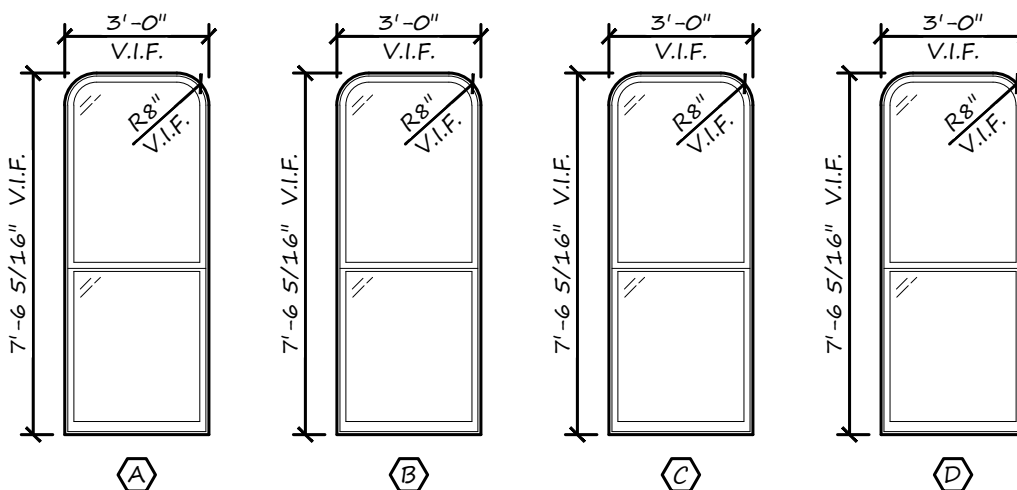
PROPOSED FLOOR PLAN

1/4" = 1'-0"



PROPOSED REFLECTED CEILING PLAN

1/4" = 1'-0"



106 E. SALEM AVE. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL37RW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT
B	COCOWEB BOAW16MB-15D	EXTERIOR WALL MOUNT GOOSENECK

NOTE: EXTERIOR WALL SCONCE SHALL HAVE A PROGRAMMABLE TIMER SWITCH. LOCATION VERIFIED OR CHOSEN BY OWNER.

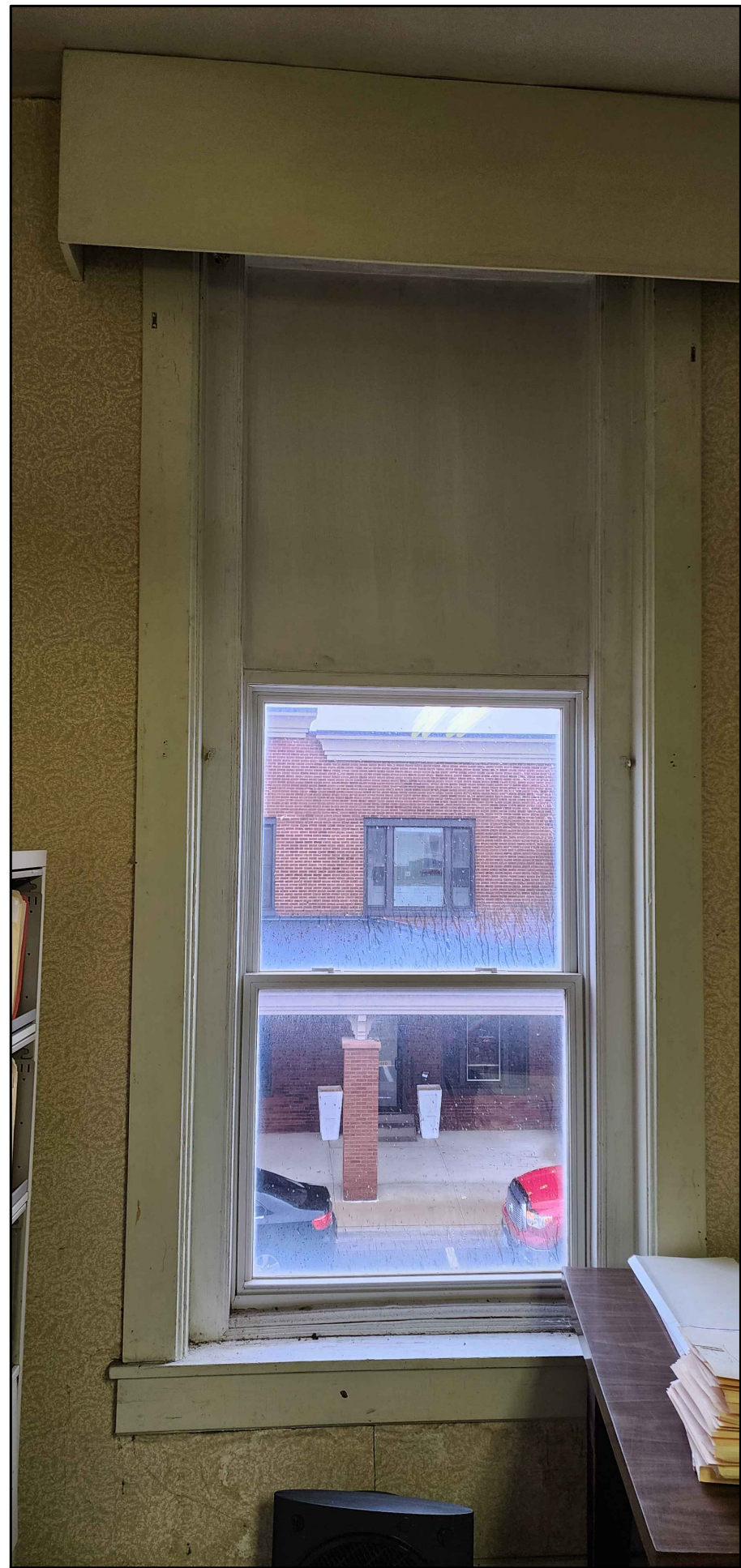
LIGHTING SCHEDULE

106 E. SALEM AVE. WINDOW SURVEY																																										
#	LOCATION			WINDOW TYPE						MATERIAL		SIZE		BALANCE		FIT	OPERATION (Y/N)	HARDWARE		GLASS	FINISH - INSIDE		FINISH - OUTSIDE		SASH	FRAME		SUMMARY	REMARKS													
	NORTH	EAST	SOUTH	WEST	SIGNIFICANT	NON-SIGNIFICANT	SGL HUNG	DBL HUNG	CASEMENT	PIVOT	FIXED	HOPPER	AWNING	WOOD	STEEL	VINYL		OTHER	WIDTH	HEIGHT *	THICKNESS	WEIGHTS	SPIRAL	OTHER	GOOD	FAIR	GOOD	FAIR		POOR	CLASS I	CLASS II	REPLACEMENT	CLASS I	CLASS II	REPLACEMENT	EXCELLENT	GOOD	FAIR	POOR		
A				X	X		X								X			32"	52"	2"																						1
B			X	X	X		X								X			32"	52"	2"																						1
C							X								X			32"	52"	2"																					1	
D			X				X								X			32"	52"	2"																					1	
				4 SIGNIFICANT AND NON-SIGNIFICANT TOTALS																										REPAIR GLASS AND CONDITION TOTAL												



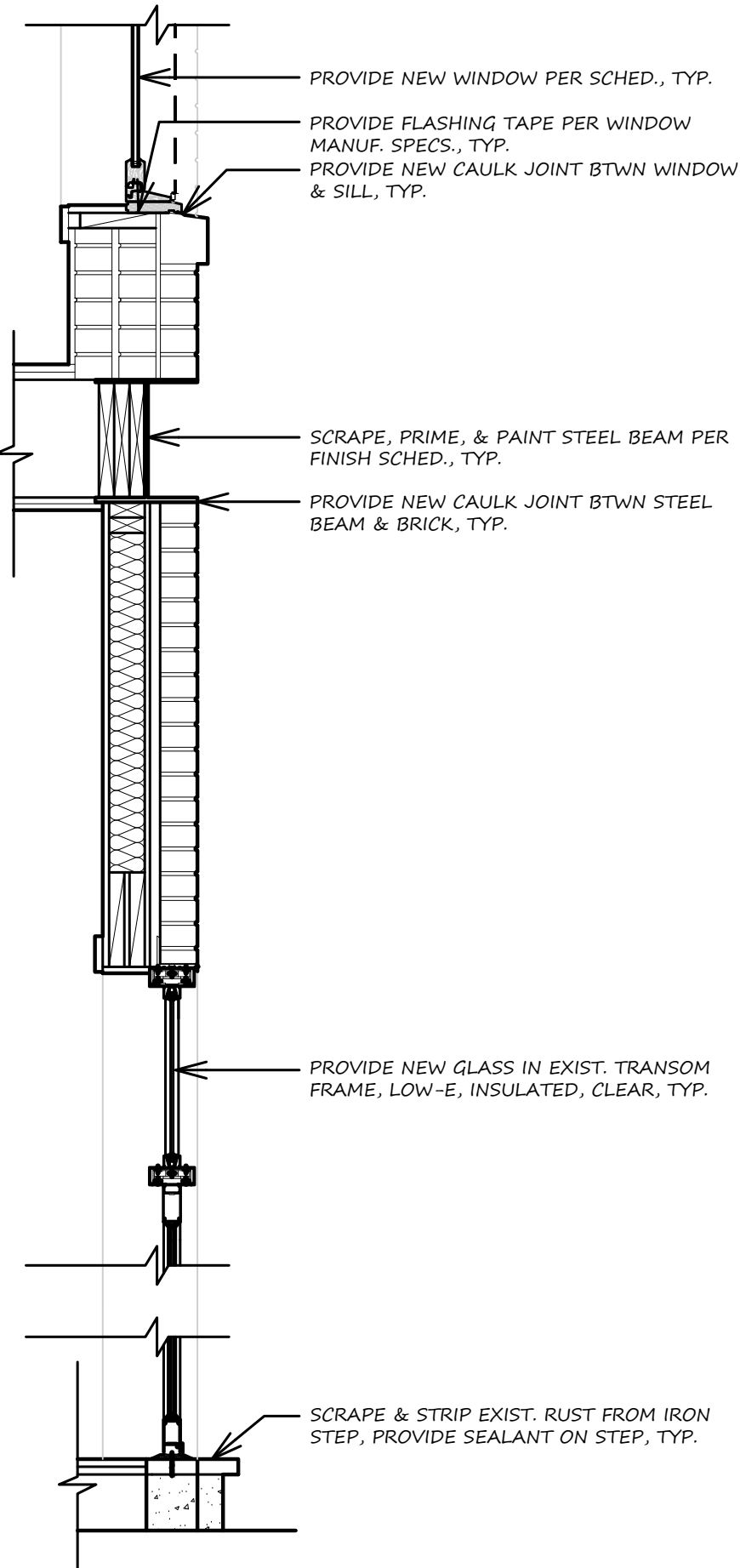
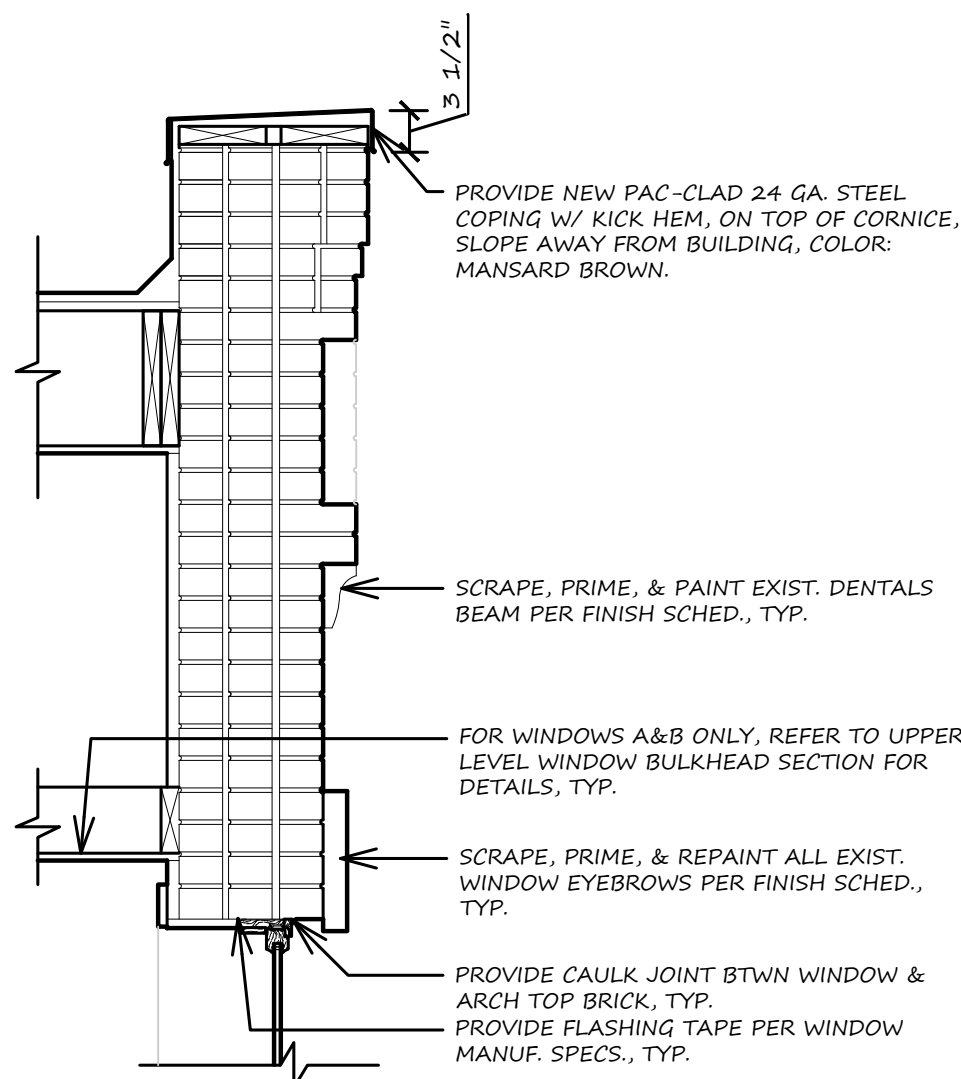
EXISTING PHOTO

EXISTING INTERIOR IMAGE OF
UPPER LEVEL WINDOWS (A&B)

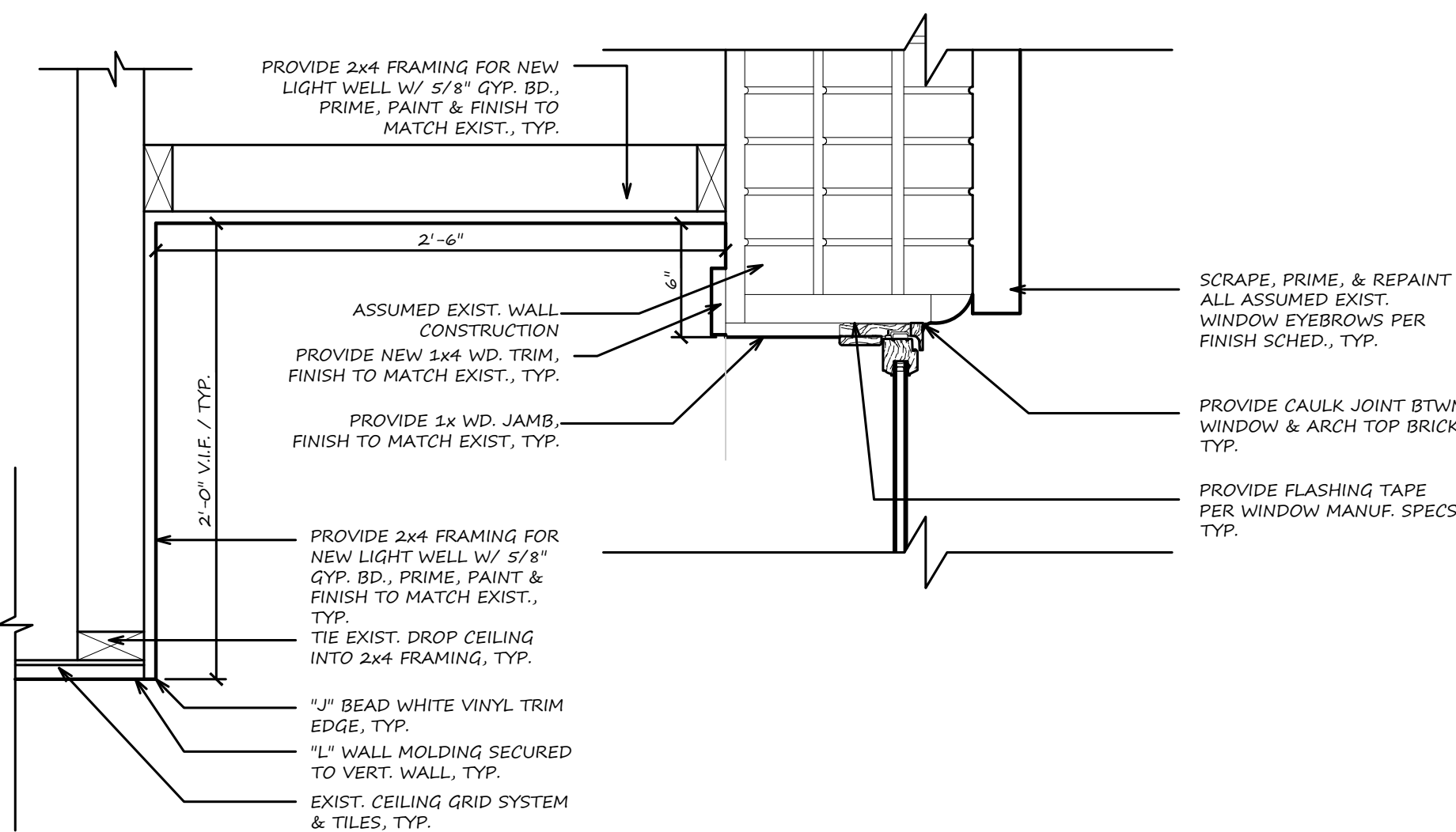


EXISTING PHOTO

EXISTING INTERIOR IMAGE OF
UPPER LEVEL WINDOWS (C&D)



1 WALL SECTION
3/4" = 1'-0"



2 UPPER LEVEL
BULKHEAD SECTION
1-1/2" = 1'-0" FOR WINDOWS A & B ONLY



EXISTING PHOTOGRAPH

EXISTING IMAGE OF ENTRY DOOR SILL REPAIR / CLEANING



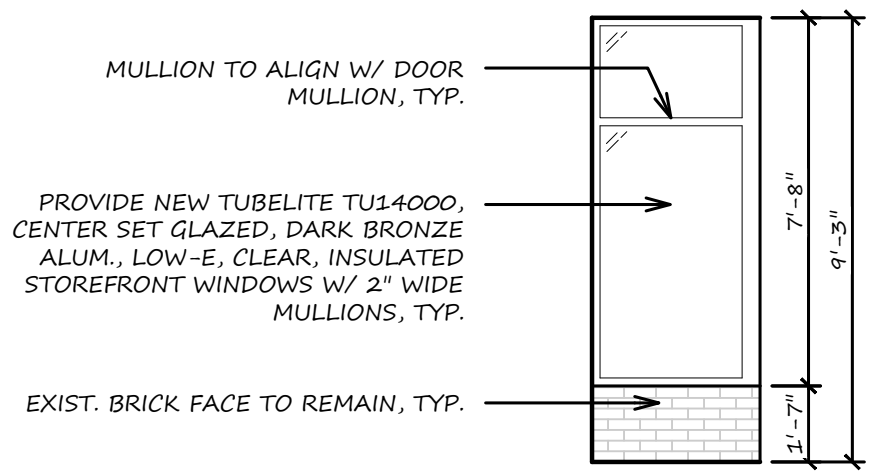
EXISTING PHOTOGRAPH

EXISTING IMAGE OF ENTRY DOOR TRANSOM PANEL REMOVAL & PREP FOR NEW GLASS

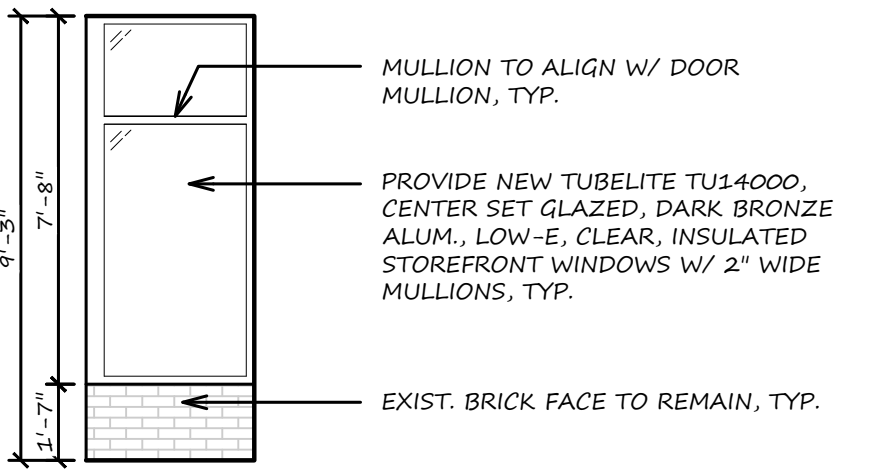


EXISTING PHOTOGRAPH

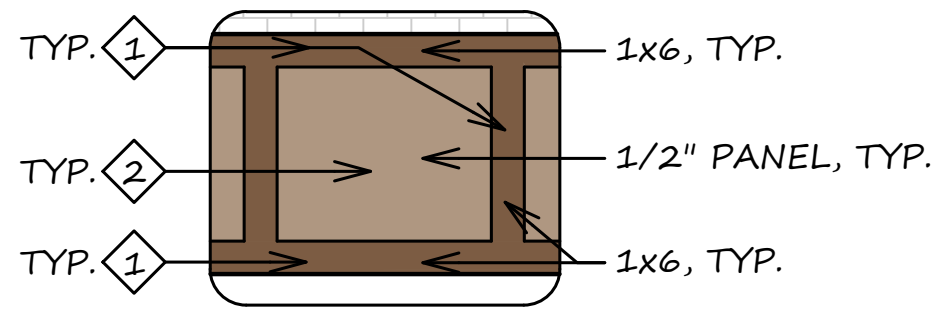
EXISTING IMAGE OF UPPER LEVEL
WINDOWS THAT SHALL BE REPLACED



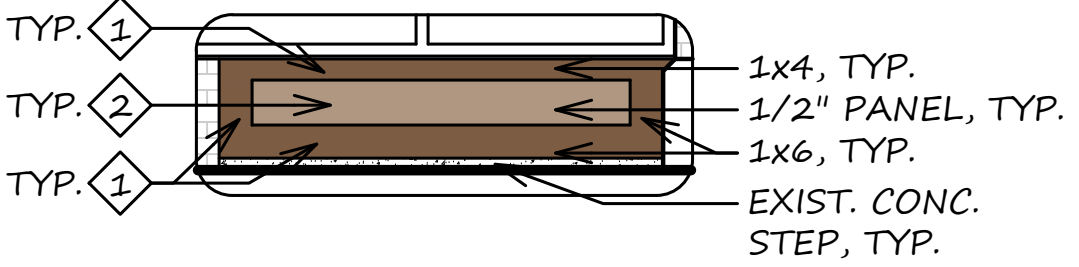
1 EXTERIOR ELEV.
1/4" = 1'-0"



2 EXTERIOR ELEV.
1/4" = 1'-0"



3 PAINT DETAIL
3/8" = 1'-0"



4 PAINT DETAIL
3/8" = 1'-0"

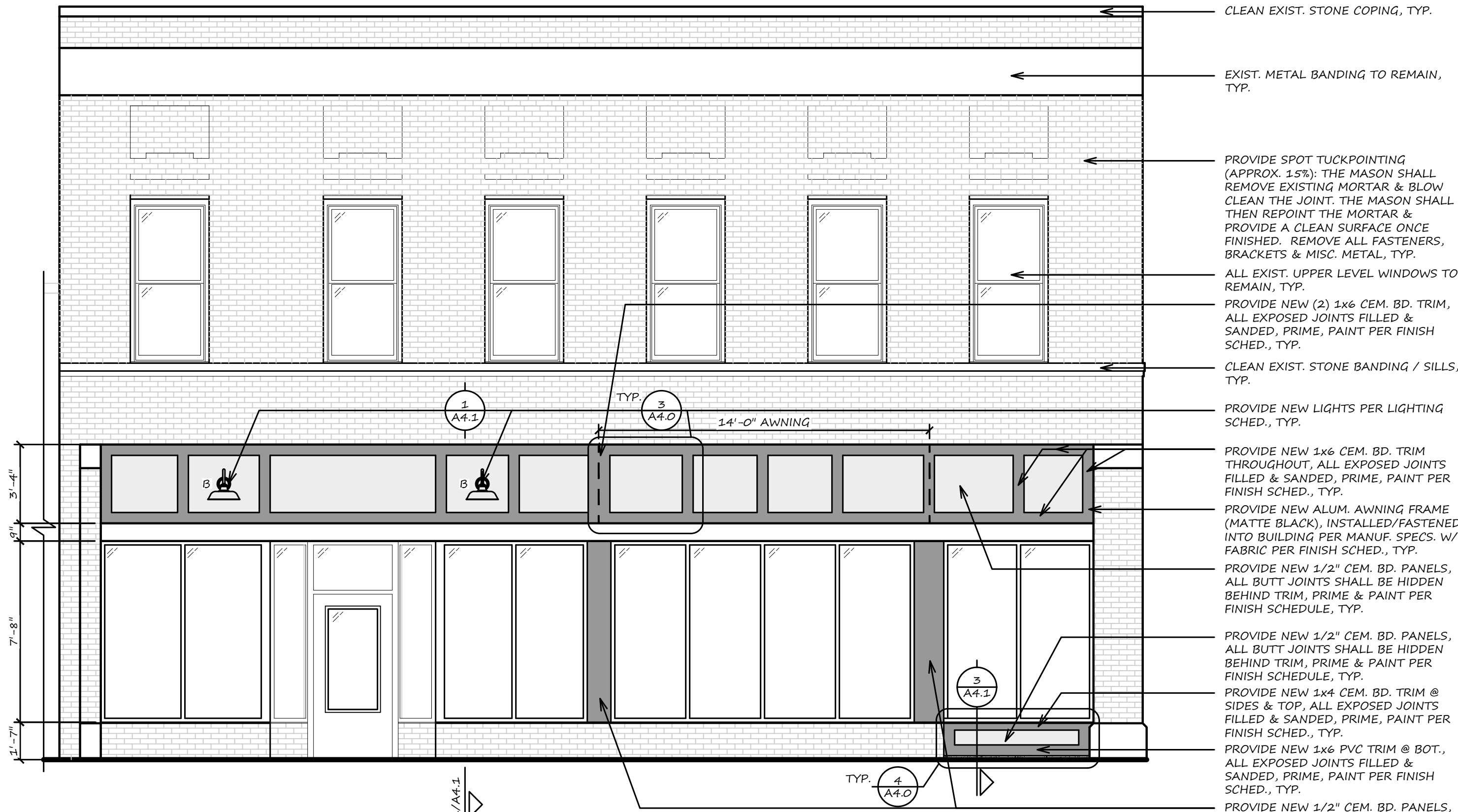


EXISTING PHOTOGRAPH

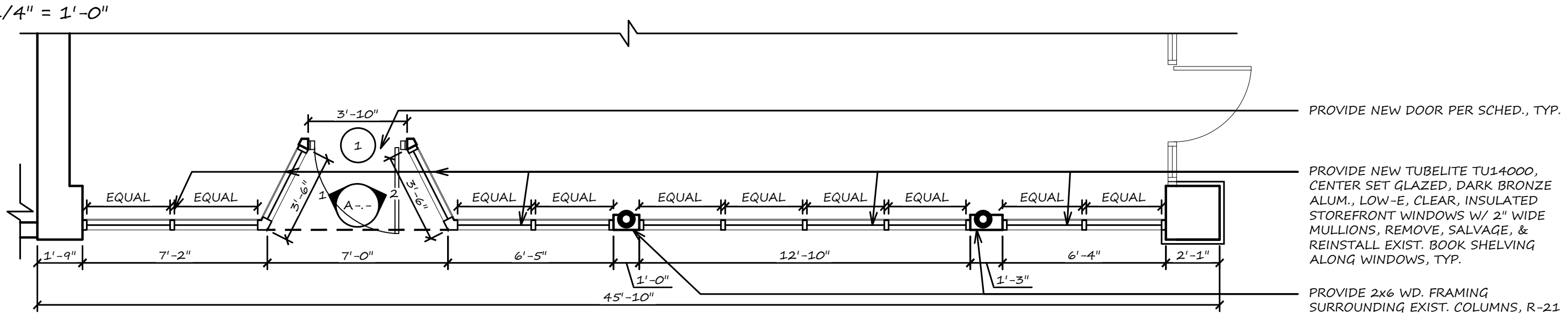


PROPOSED RENDERING

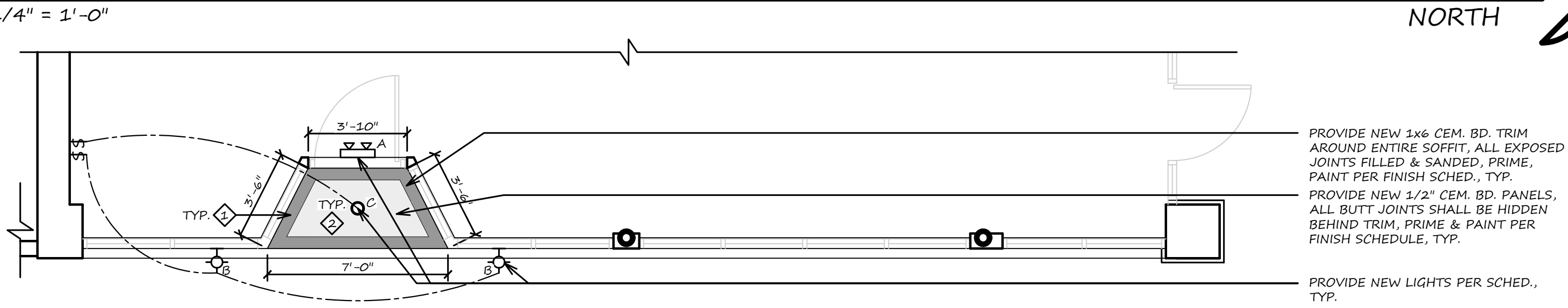
* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



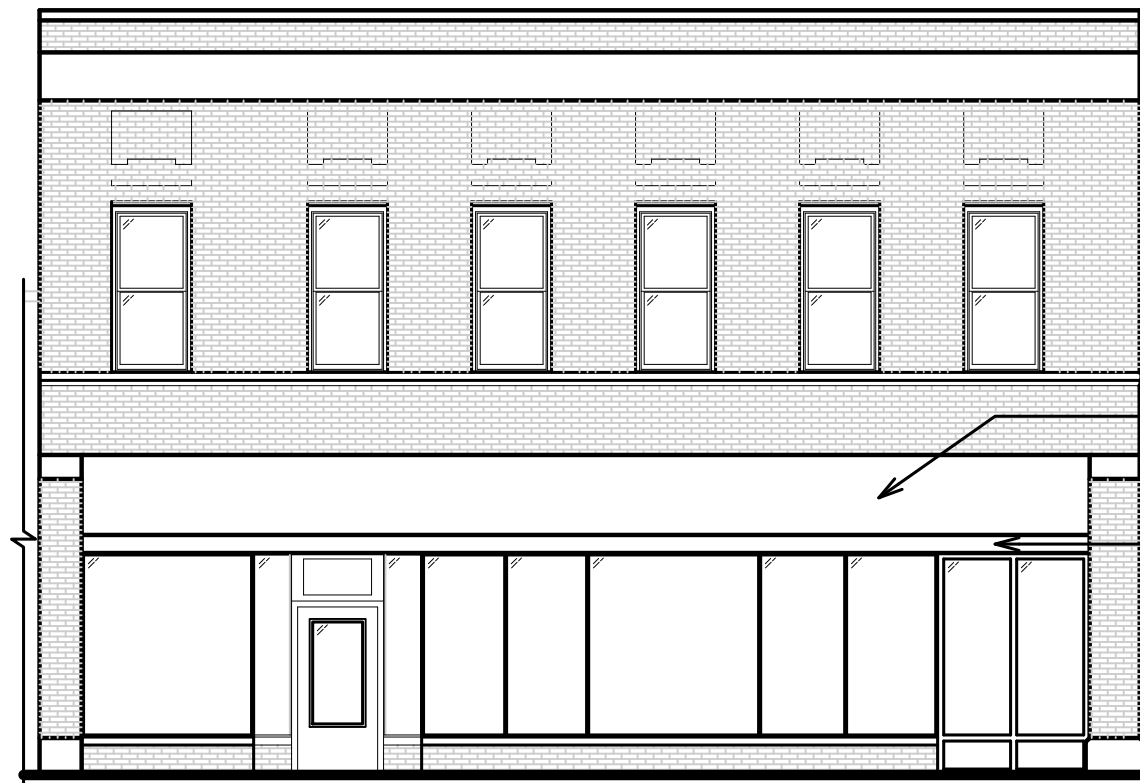
PROPOSED ELEVATION
1/4" = 1'-0"



PROPOSED FLOOR PLAN
1/4" = 1'-0"



PROPOSED REFLECTED CEILING PLAN
1/4" = 1'-0"



EXISTING ELEVATION
1/8" = 1'-0"

101 E. SALEM AVE. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL37RW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT
B	COCOWEB BOAW16MB-1SD	EXTERIOR WALL MOUNT GOOSENECK
C	RP LIGHTING 8739-08-90-4K	EXTERIOR CEILING MOUNT

NOTE: EXTERIOR LIGHT AT SOFFIT & EXTERIOR WALL SCONCE SHALL HAVE A PROGRAMMABLE TIMER SWITCH. LOCATION VERIFIED OR CHOSEN BY OWNER.

LIGHTING SCHEDULE



EXIST. FLOOR PLAN
1/8" = 1'-0"



EXISTING PHOTOGRAPH

EXISTING IMAGE OF FORMER STOREFRONT
FILL IN THAT SHALL BE REPLACED



EXISTING PHOTOGRAPH

EXISTING IMAGE OF STOREFRONT ENTRANCE THAT SHALL BE REPLACED W/ NEW



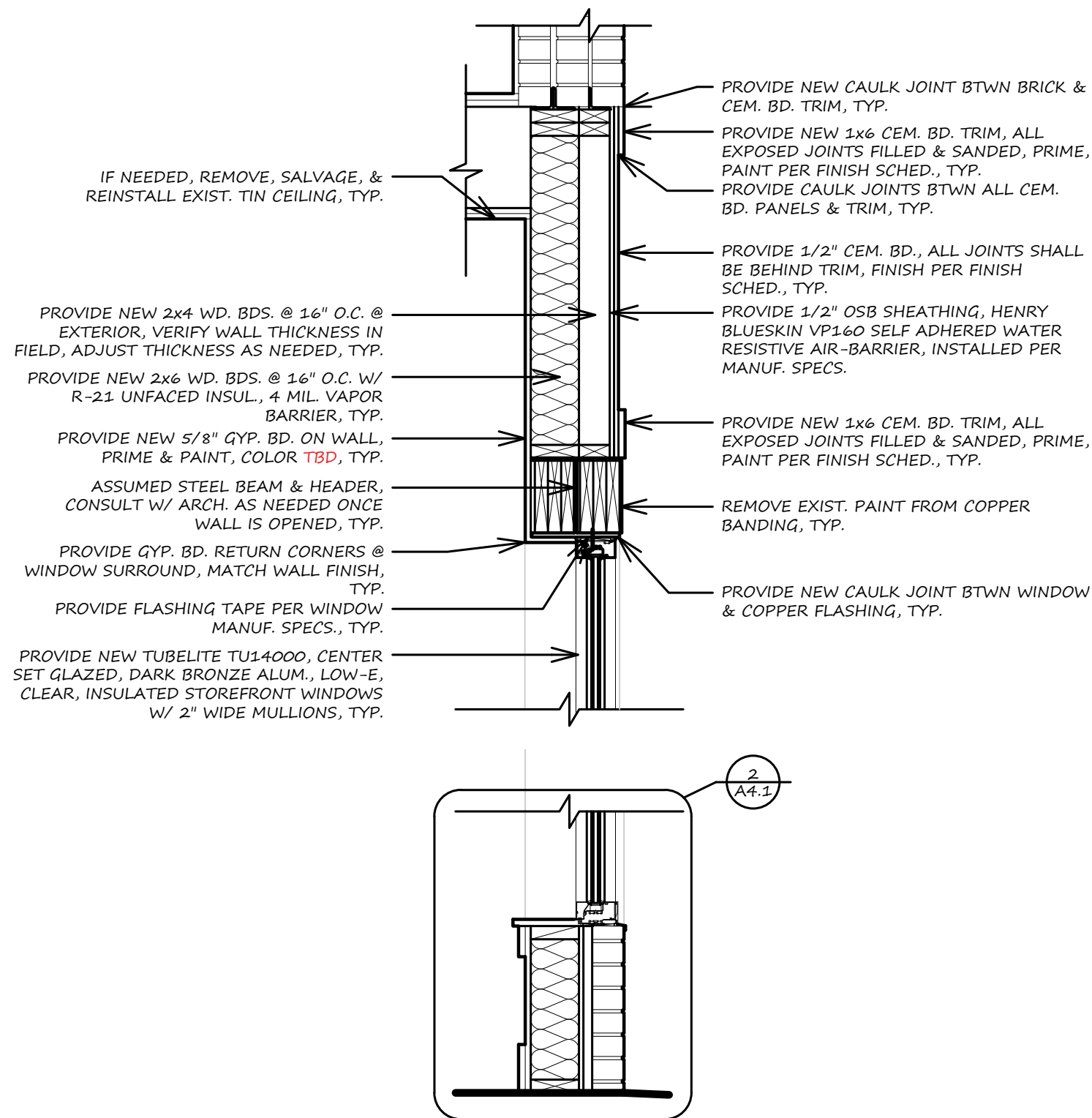
EXISTING PHOTO

EXISTING IMAGE OF FORMER STOREFRONT
TRANSOM SYSTEM THAT SHALL BE REPLACED W/
WD. FRAMING & CEM. BD. SYSTEM



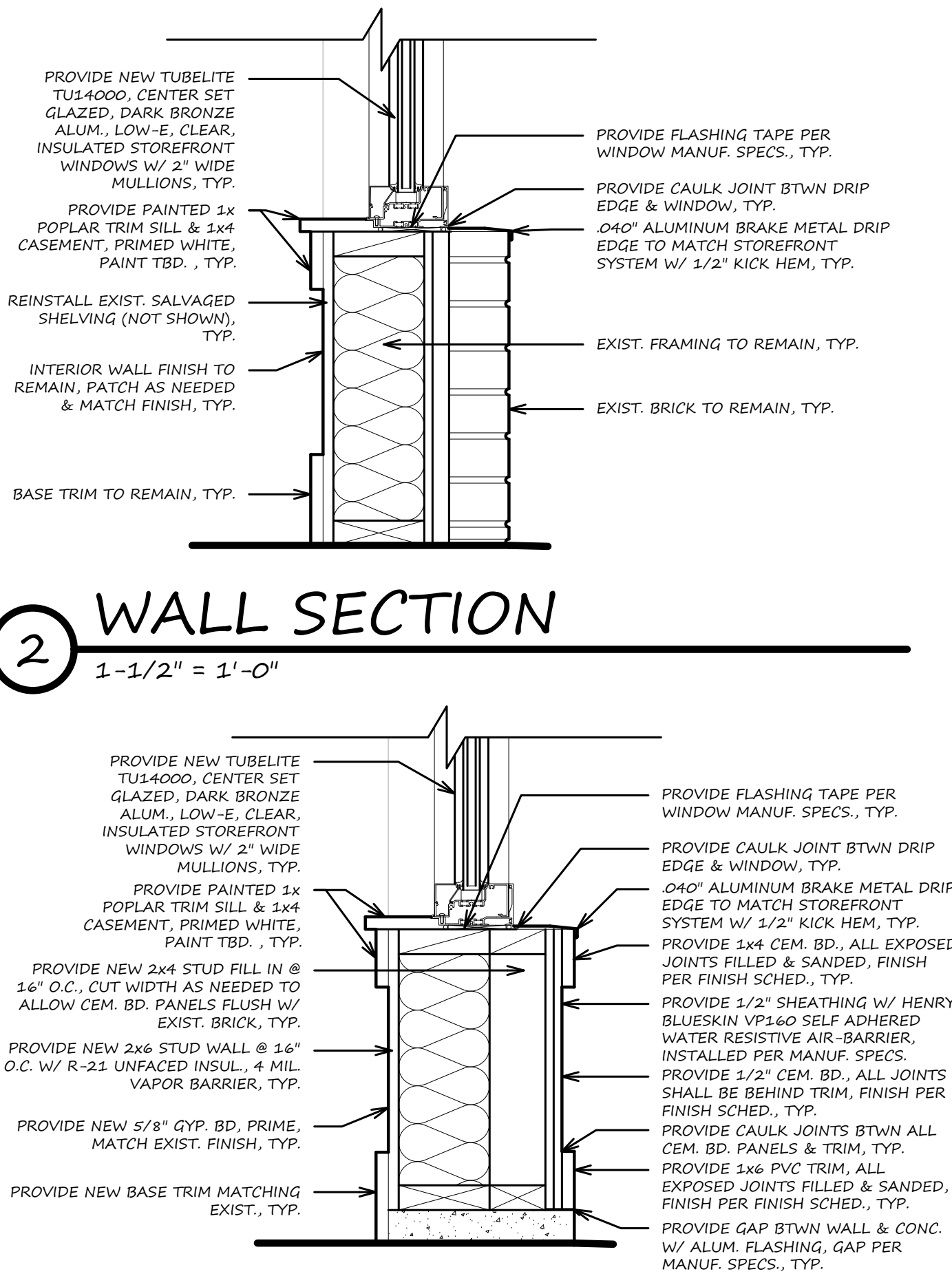
EXISTING PHOTOGRAPH

EXISTING IMAGE OF MAIN LEVEL ENTRY & REMOVAL OF METAL SHEATHING



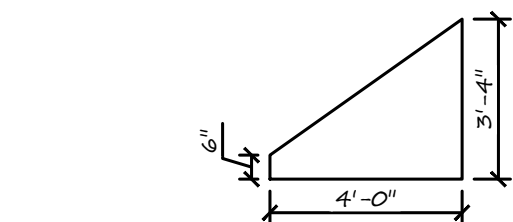
1 WALL SECTION

3/4" = 1'-0"



3 WALL SECTION

1-1/2" = 1'-0"



AWNING DETAIL

HARDWARE SPECIFICATIONS:

- PANIC: VON DUPRIN - 99 SERIES TRIM: NIGHT SERIES 99L-NL HANDLE: KAWNEER STANDARD PULL CO-9 LOCK: ANSI FUNCTION 03 FINISH: DURANODIC DARK BRONZE
- CLOSER: LCN 4040 XP SERIES ARM: 4040XP-30777 FINISH: DARK BRONZE - BHMA 695

REMARKS

- TUBELITE THERMAL-BLOCK STOREFRONT ENTRY DOOR, LOW-E, CLEAR, INSULATED, CONCEALED SCREW WEATHER STRIP, STANDARD THRESHOLD TO MATCH COLOR OF DOOR. PROVIDE SIDELIGHT PER ELEVATION.

OPENING SCHEDULE

REMARKS:

- COLOR USED FOR TRIM
- COLOR USED FOR PANELS
- COLOR USED FOR SOFFIT
- FABRIC USED FOR AWNING

101 E. SALEM AVE. FINISH SCHEDULE					
GS	TC	COLOR	PRIMER	FINISH	COATS
1	1	SW 7523	EXTERIOR	SATIN	2
2	2	SW 7519	EXTERIOR	SATIN	2
3	3	AWNING - SUNBRELLA CHOCOLATE CHIP FANCY - SKU: 4776-0000			4

GS: GRAY SCALE
TC: TRUE COLOR

FINISH SCHEDULE

101 E. SALEM AVE. OPENING SCHEDULE												
#	DOOR						FRAME		HARDWARE			REMARKS
	OPENING SIZE	SWING	MAT'L	FINISH	TYPE	STILE	MAT'L	FINISH	LOCKSET	PUSH/ PULL	CLOSER	
1	3'-0" x 7'-0" x 1 3/4"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1	2	1

INDIANOLA FACADES

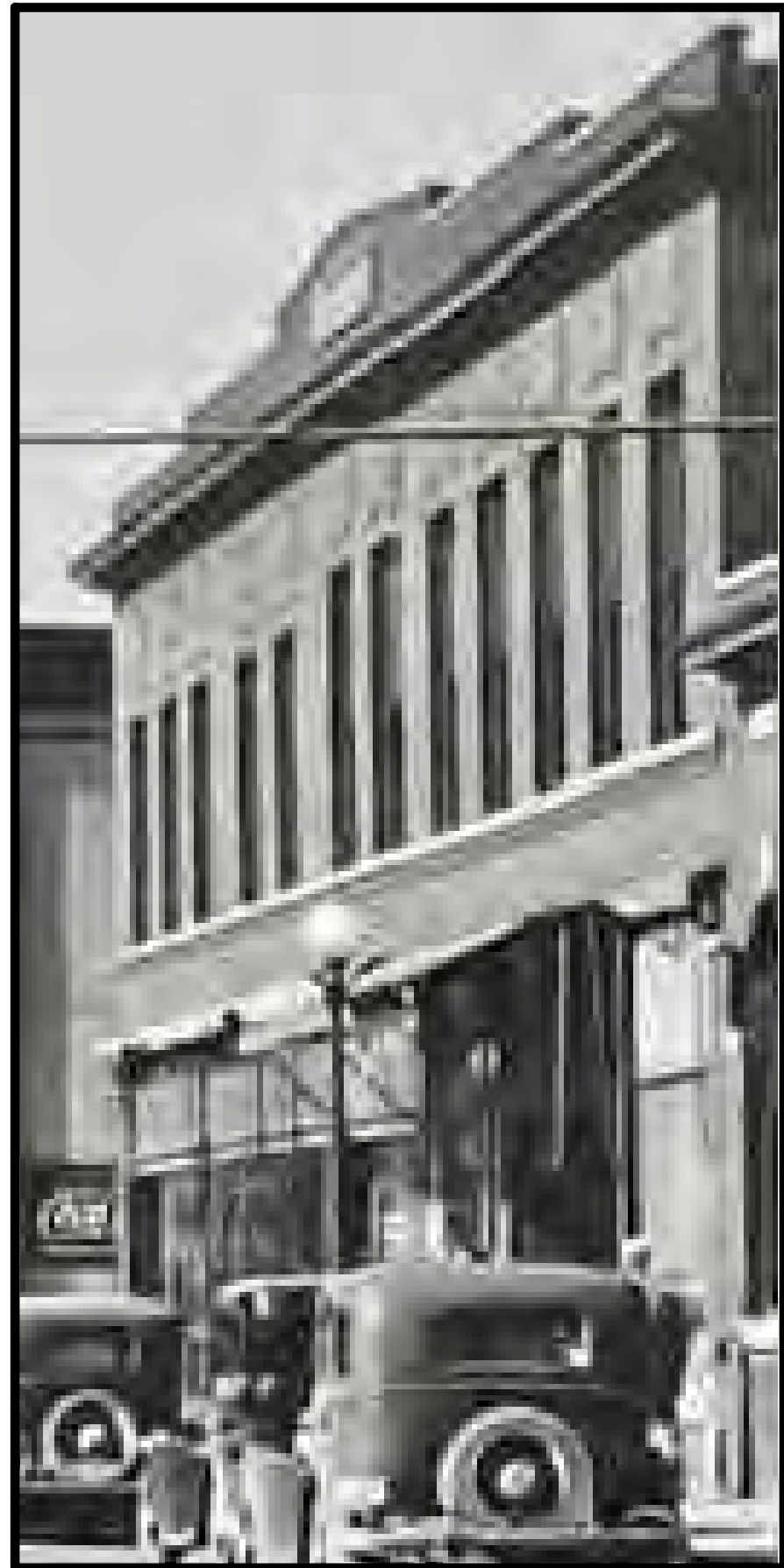
101 E. SALEM AVE.

DATE: 06/05/2025

REVISIONS:

PROJECT # 2507
SCHEDULES/
SECTIONS/
EXIST. PHOTOS

A4.1



HISTORICAL PHOTOGRAPH

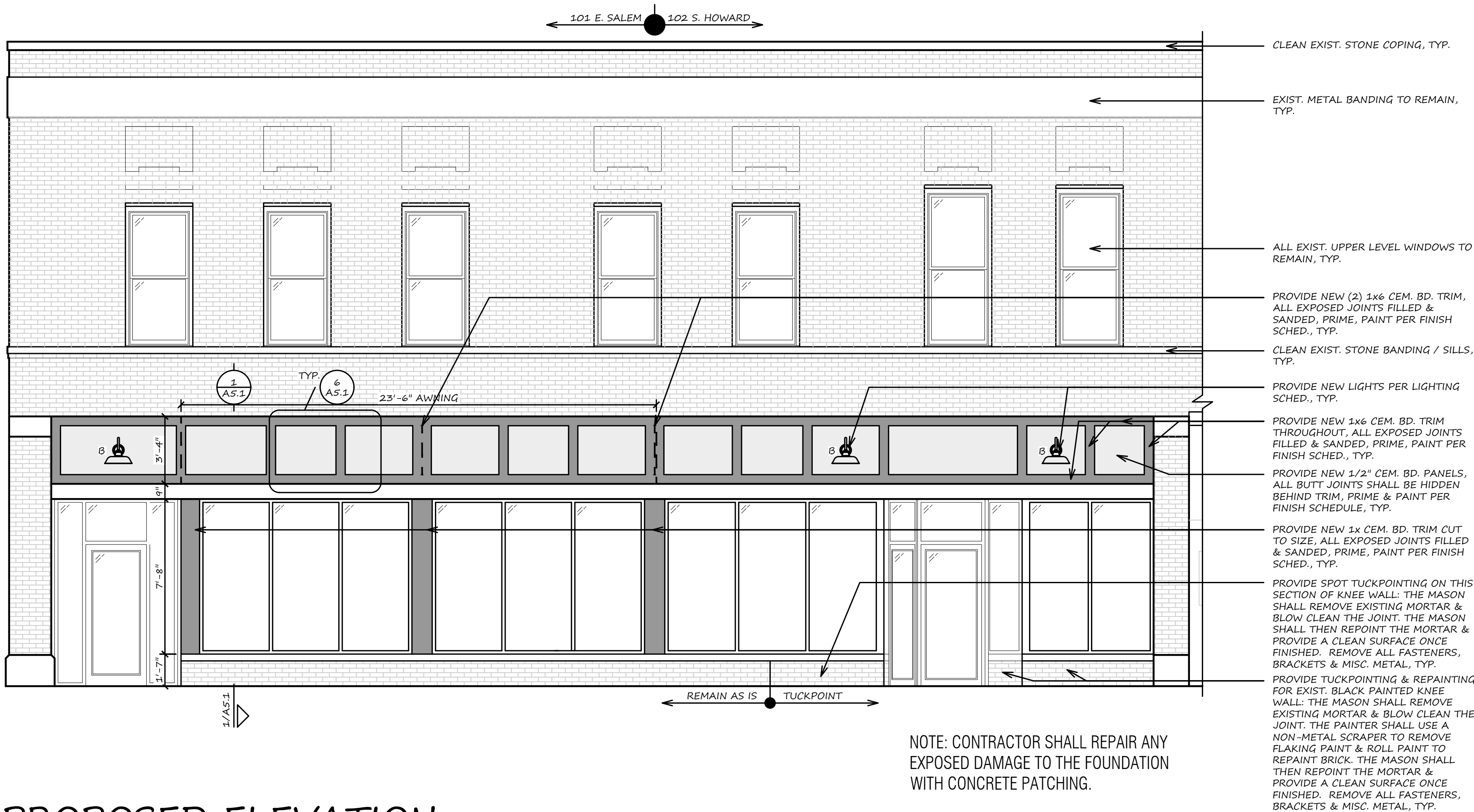


EXISTING PHOTOGRAPH



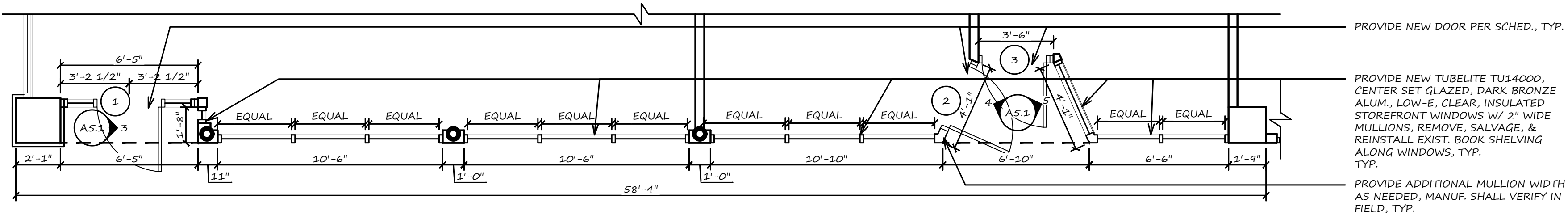
PROPOSED RENDERING

* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



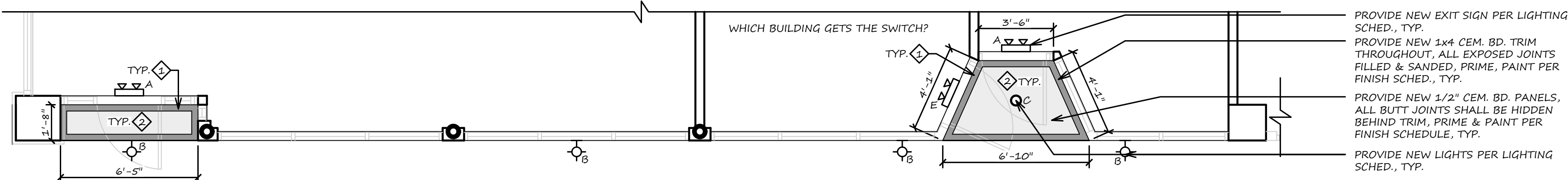
PROPOSED ELEVATION

1/4" = 1'-0"



PROPOSED FLOOR PLAN

1/4" = 1'-0"



PROPOSED REFLECTED CEILING PLAN

1/4" = 1'-0"



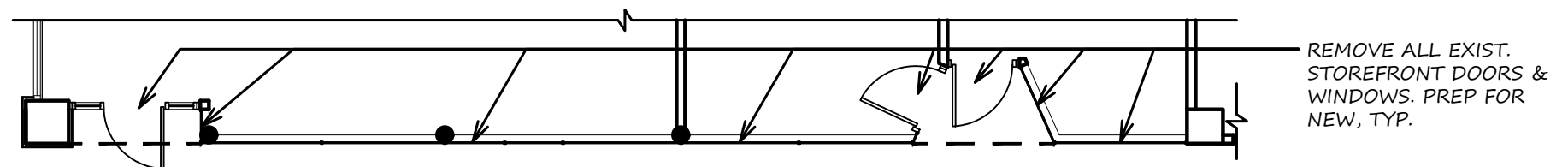
EXISTING ELEVATION

1/8" = 1'-0"

102 S. HOWARD St. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL37RW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT
B	COCOWEB BOAW16MB-1SD	EXTERIOR WALL MOUNT GOOSENECK
C	RP LIGHTING 8734-DB-1Q-4K	EXTERIOR CEILING MOUNT

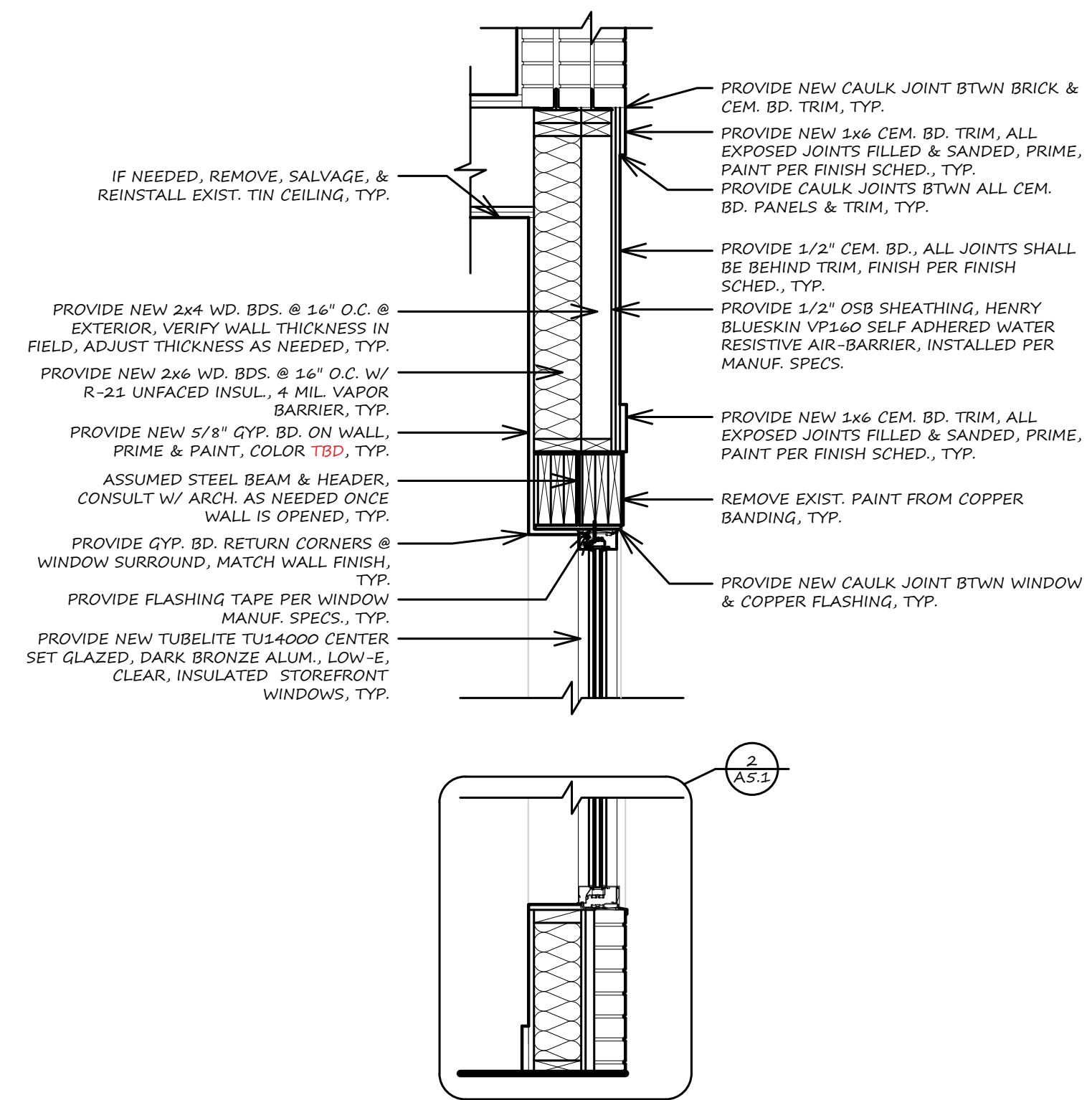
NOTE: EXTERIOR LIGHT AT SOFFIT & EXTERIOR WALL SCONCE SHALL HAVE A PROGRAMMABLE TIMER SWITCH. LOCATION VERIFIED OR CHOSEN BY OWNER.

LIGHTING SCHEDULE

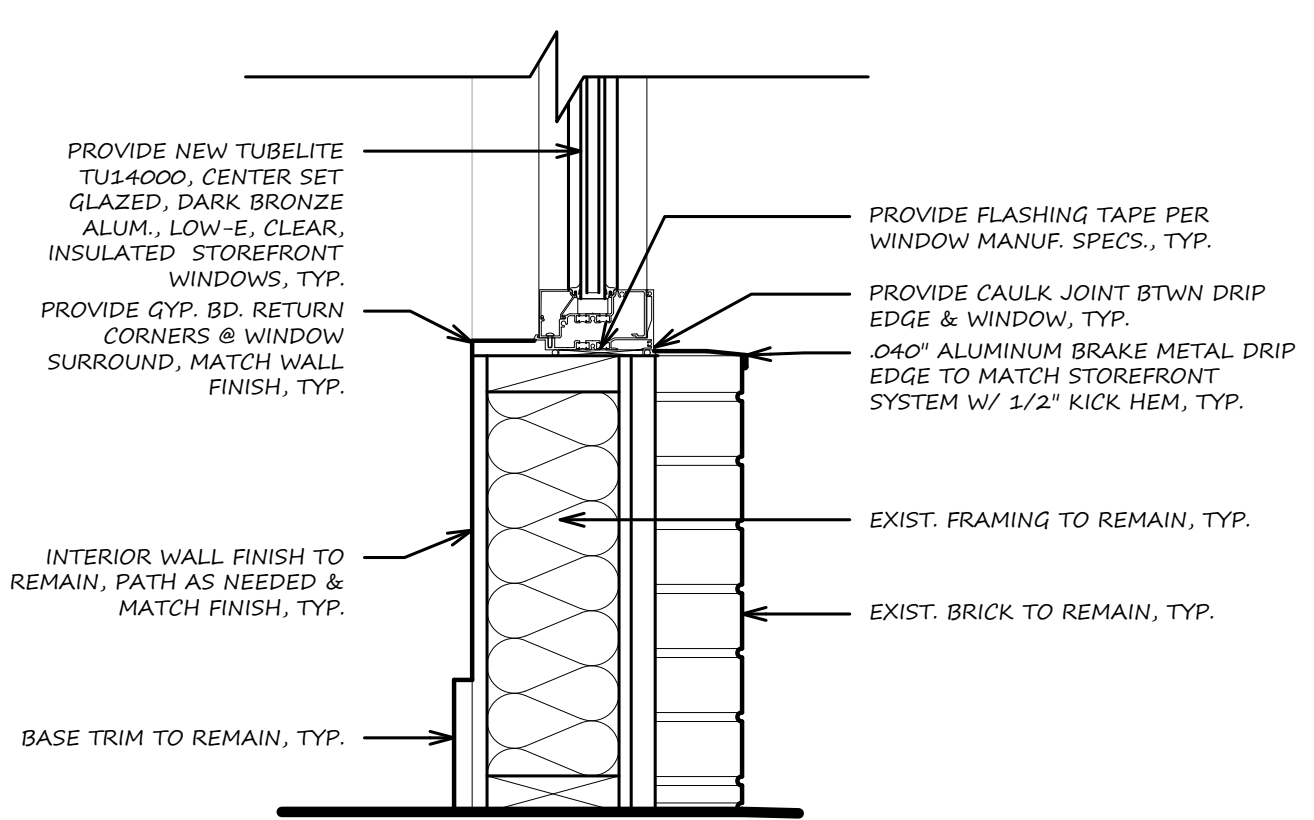


EXIST. FLOOR PLAN

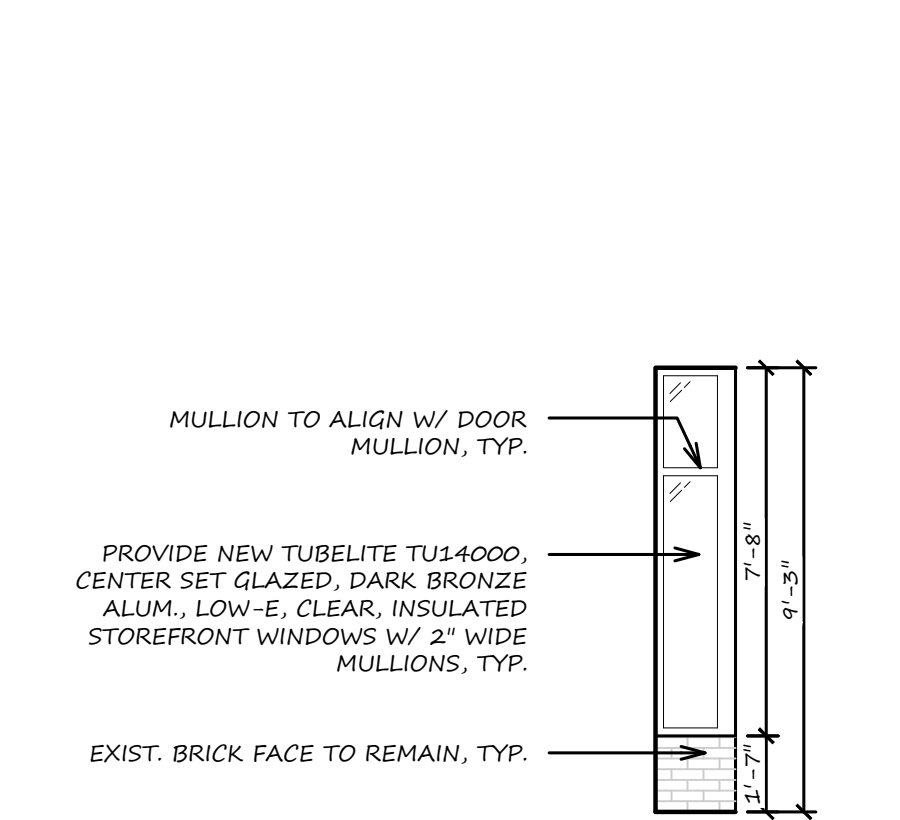
1/8" = 1'-0"



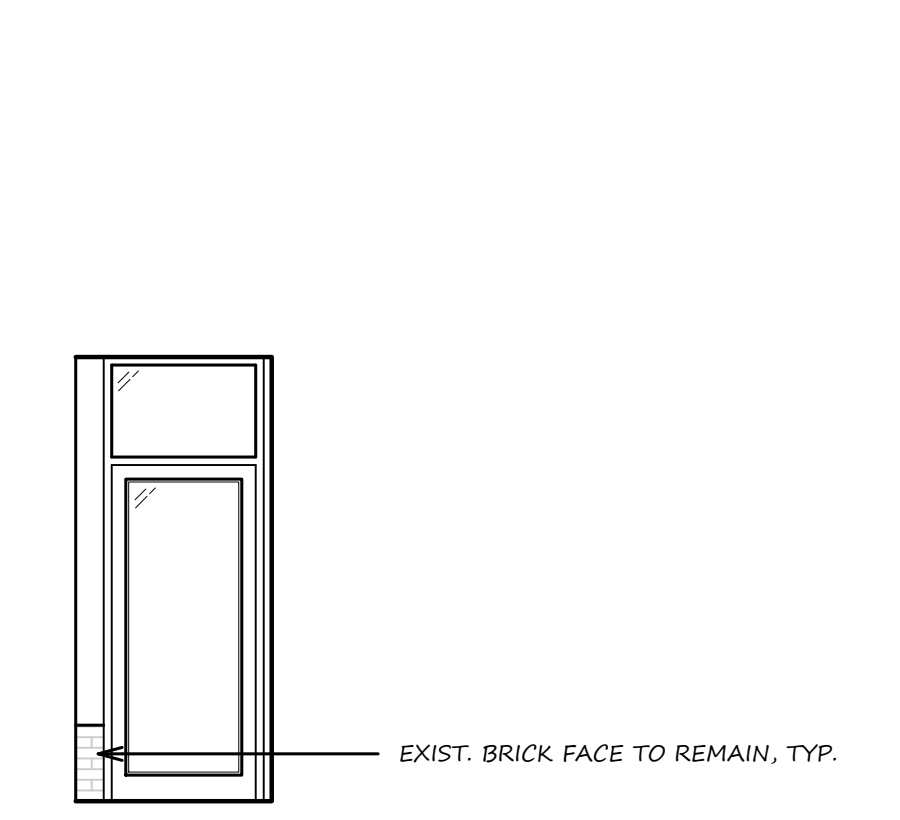
1 WALL SECTION
3/4" = 1'-0"



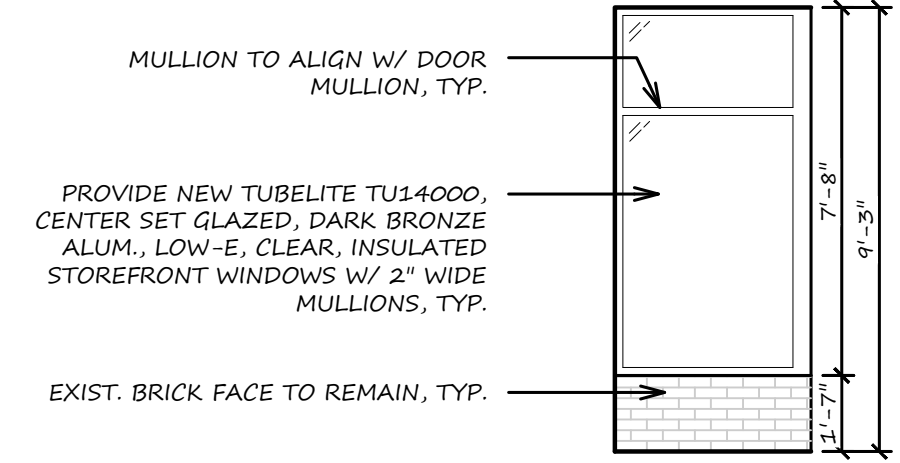
2 WALL SECTION
1-1/2" = 1'-0"



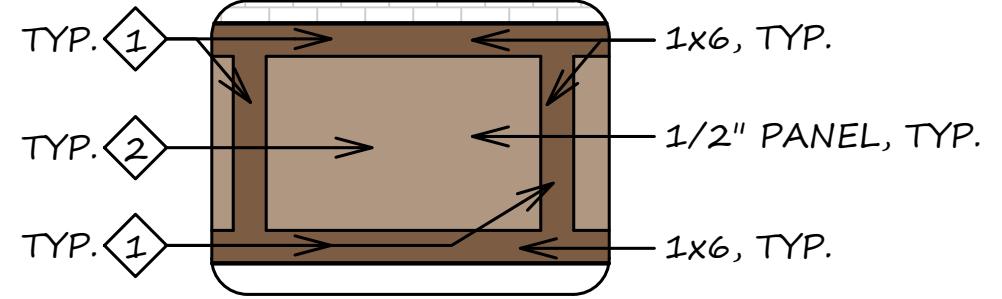
3 EXTERIOR ELEV.
1/4" = 1'-0"



4 EXTERIOR ELEV.
1/4" = 1'-0"



5 EXTERIOR ELEV.
1/4" = 1'-0"



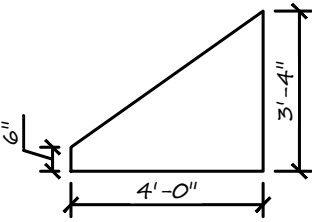
6 PAINT DETAIL
1/4" = 1'-0"



EXISTING PHOTOGRAPH
EXISTING IMAGE OF "NORTH" ENTRANCE STOREFRONT SYSTEM THAT IS BEING REPLACED



EXISTING PHOTOGRAPH
EXISTING IMAGE OF "SOUTH" ENTRANCE STOREFRONT SYSTEM THAT IS BEING REPLACED



AWNING DETAIL

HARDWARE SPECIFICATIONS:

1. PANIC: VON DUPRIN - 99 SERIES TRIM: NIGHT SERIES 99L-NL HANDLE: KAWNEER STANDARD PULL CO-9 LOCK: ANSI FUNCTION OS FINISH: DURANODIC DARK BRONZE ARM: 4040XP-3077 FINISH: DARK BRONZE - BHMA 695

REMARKS

1. TUEBLITE THERMAL=BLOCK STOREFRONT ENTRY DOOR, LOW-E, CLEAR, INSULATED, CONCEALED SCREW WEATHER STRIP, STANDARD THRESHOLD TO MATCH COLOR OF DOOR. PROVIDE SIDELIGHT PER ELEVATION.

REMARKS:

1. COLOR USED FOR ALL CEM. BD. TRIM
2. COLOR USED FOR ALL CEM. BD. PANELS
3. COLOR USED FOR SOFFIT
4. COLOR USED FOR NEW STEEL BEAM

102 S. HOWARD St. FINISH SCHEDULE					
GS TC		COLOR	PRIMER	FINISH	REMARKS
	1	SW 7523	EXTERIOR	SATIN	1,3
	2	SW 7519	EXTERIOR	SATIN	2
	3	AWNING - SUNBRELLA CHOCOLATE CHIP FANCY - SKU: 4776-0000			4

GS: GRAY SCALE
TC: TRUE COLOR

FINISH SCHEDULE

102 S. HOWARD St. OPENING SCHEDULE											
#	OPENING SIZE	DOOR					FRAME		HARDWARE		REMARKS
		SWING	MAT'L	FINISH	TYPE	STILE	MAT'L	FINISH	LOCKSET	PUSH/PULL	
1	3'-0" x 7'-0" x 1 3/4"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1 2	1
2	3'-0" x 7'-0" x 1 3/4"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1 2	1
3	3'-0" x 7'-0" x 1 3/4"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1 2	1

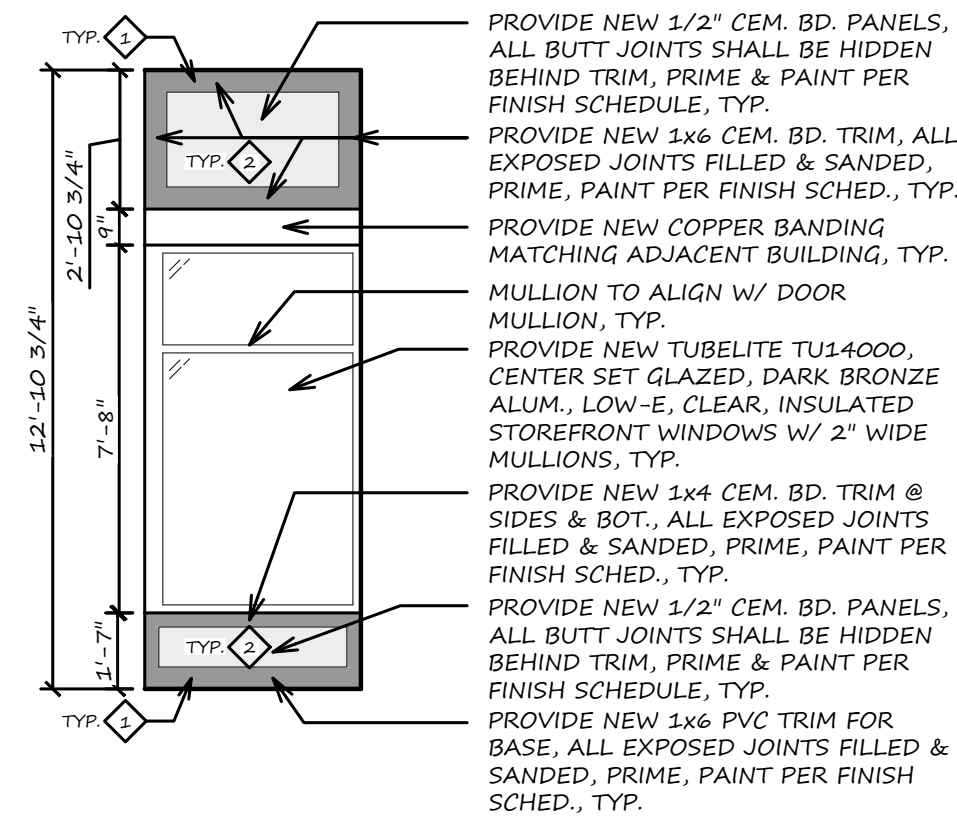
OPENING SCHEDULE

INDIANOLA FACADES

102 S. HOWARD St.

PROJECT # 2507
SCHEDULES/
SECTIONS/
DETAILS/
EXIST. PHOTOS

A5.1



1 EXTERIOR ELEV.
1/4" = 1'-0"

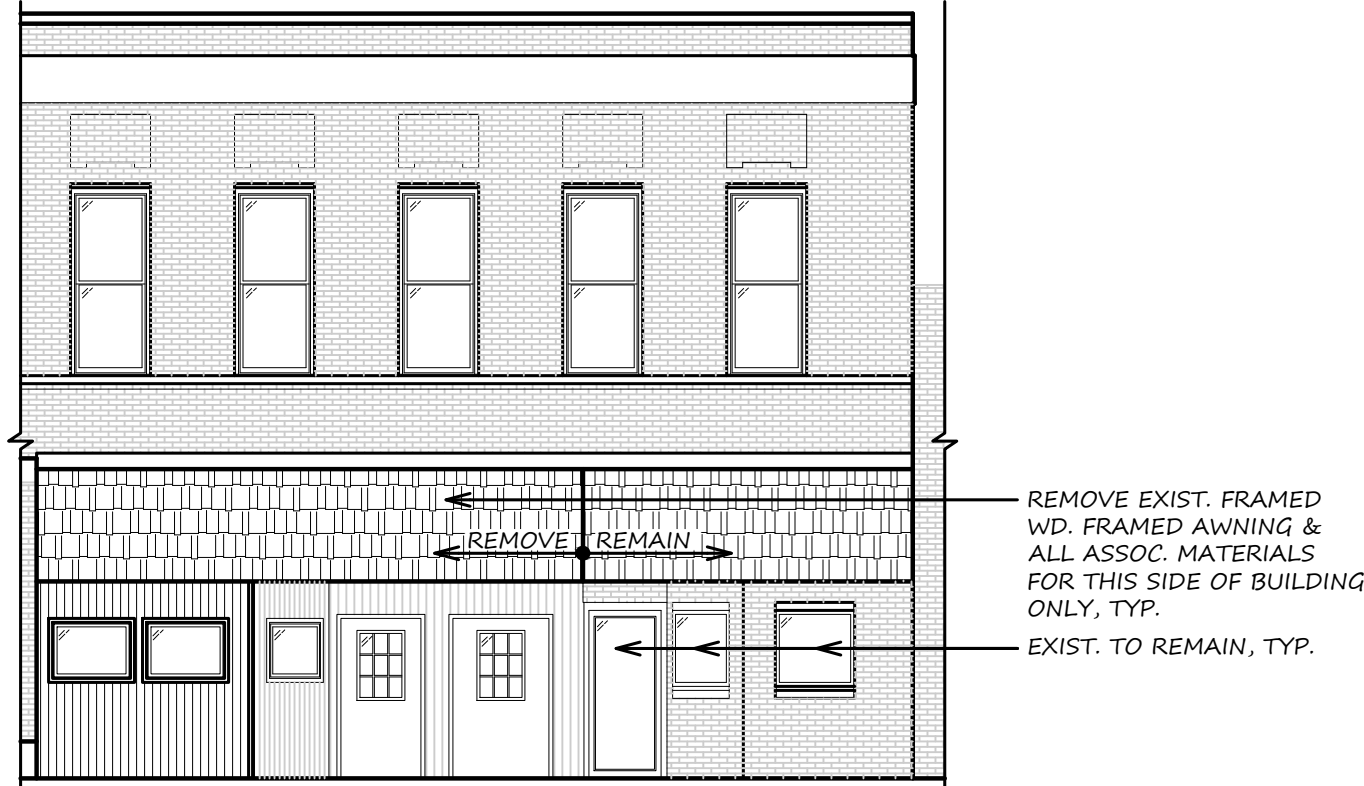


EXISTING PHOTOGRAPH

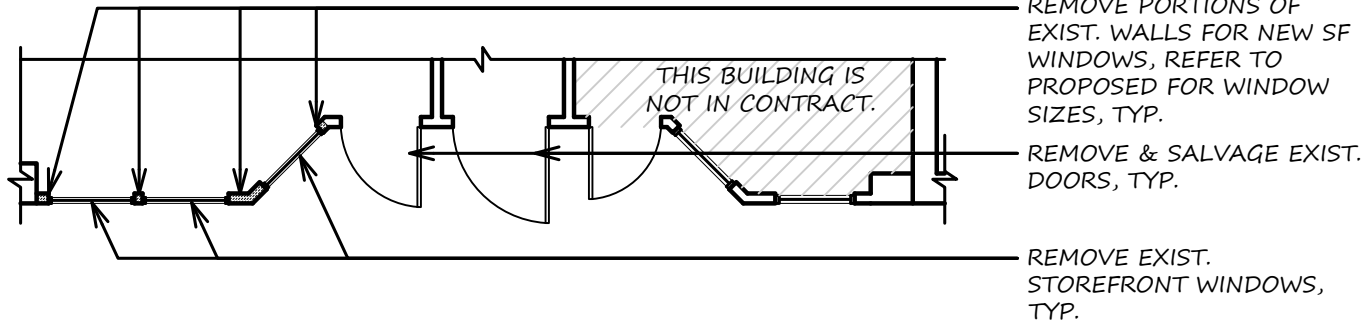


PROPOSED RENDERING

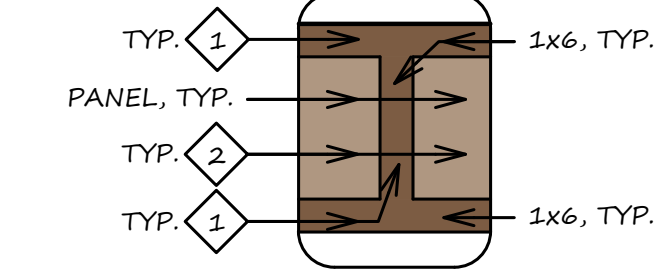
* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



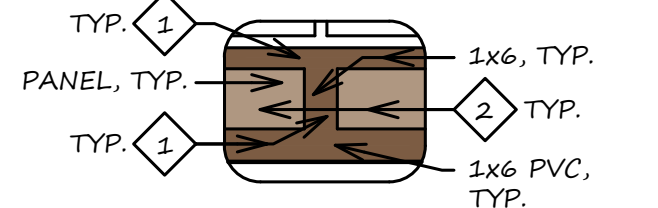
EXISTING ELEVATION
1/8" = 1'-0"



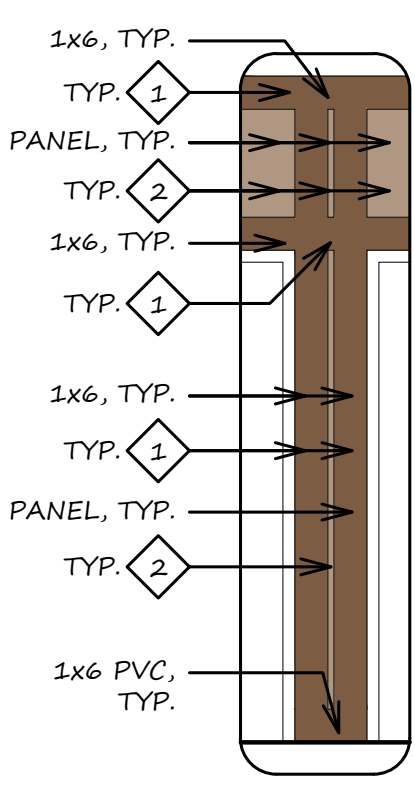
EXIST. FLOOR PLAN
1/8" = 1'-0"



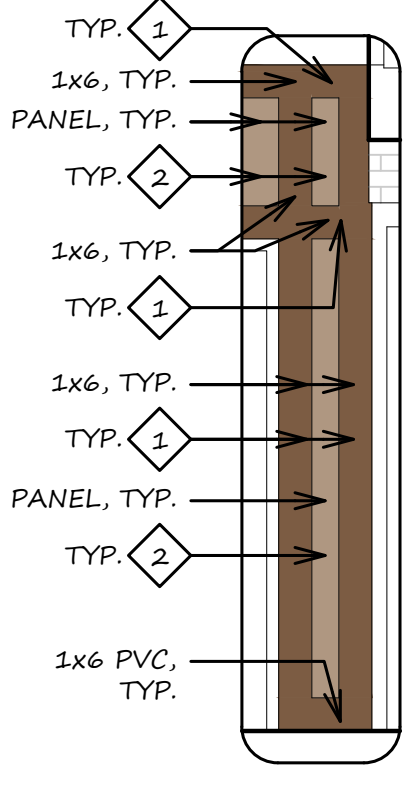
2 PAINT DETAIL
3/8" = 1'-0"



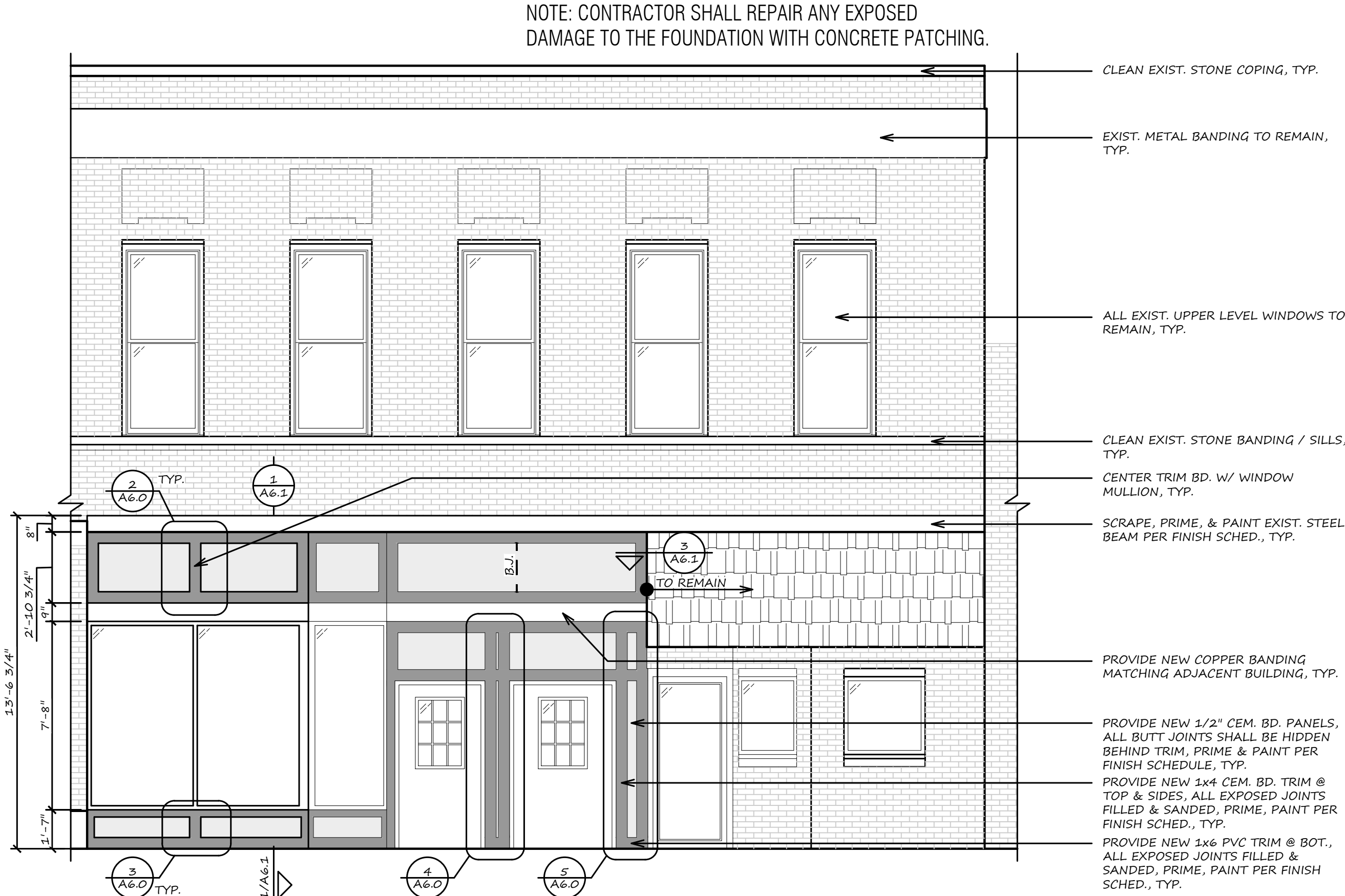
3 PAINT DETAIL
3/8" = 1'-0"



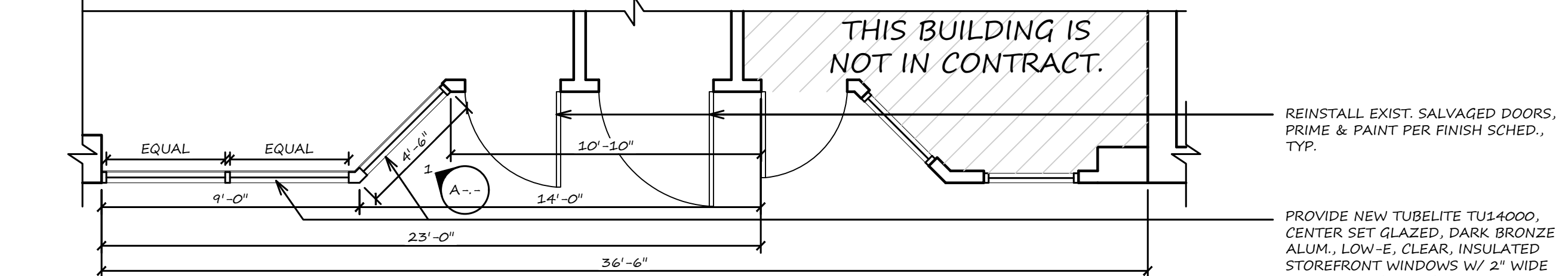
4 PAINT DETAIL
3/8" = 1'-0"



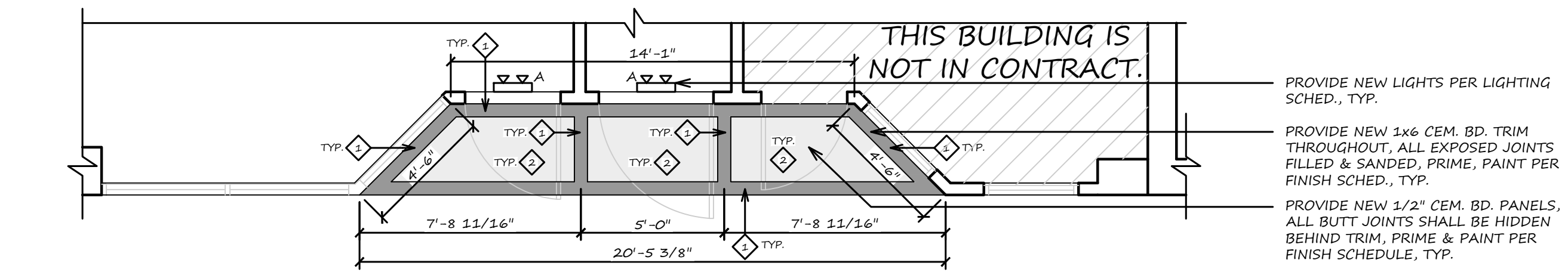
5 PAINT DETAIL
3/8" = 1'-0"



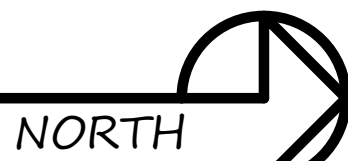
PROPOSED ELEVATION
1/4" = 1'-0"



PROPOSED FLOOR PLAN
1/4" = 1'-0"



PROPOSED REFLECTED CEILING PLAN
1/4" = 1'-0"



104 S. HOWARD St. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL37RW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT

LIGHTING SCHEDULE

104 S. HOWARD St. FINISH SCHEDULE					
QS	TC	COLOR	PRIMER	FINISH	COATS
1		SW 7523		SATIN	2
2		SW 7519		SATIN	2
3		SW 9530		SATIN	2

QS: GRAY SCALE
TC: TRUE COLOR

FINISH SCHEDULE

REMARKS: VERIFY COLOR USE ON ELEVATIONS AND DETAILS

- COLOR USED FOR ALL CEM. BD. TRIM
- COLOR USED FOR ALL CEM. BD. PANELS
- COLOR USED FOR SOFFIT
- COLOR USED FOR STEEL BEAM



EXISTING PHOTOGRAPH

EXISTING IMAGE OF AREA THAT IS TO BE REMODELED



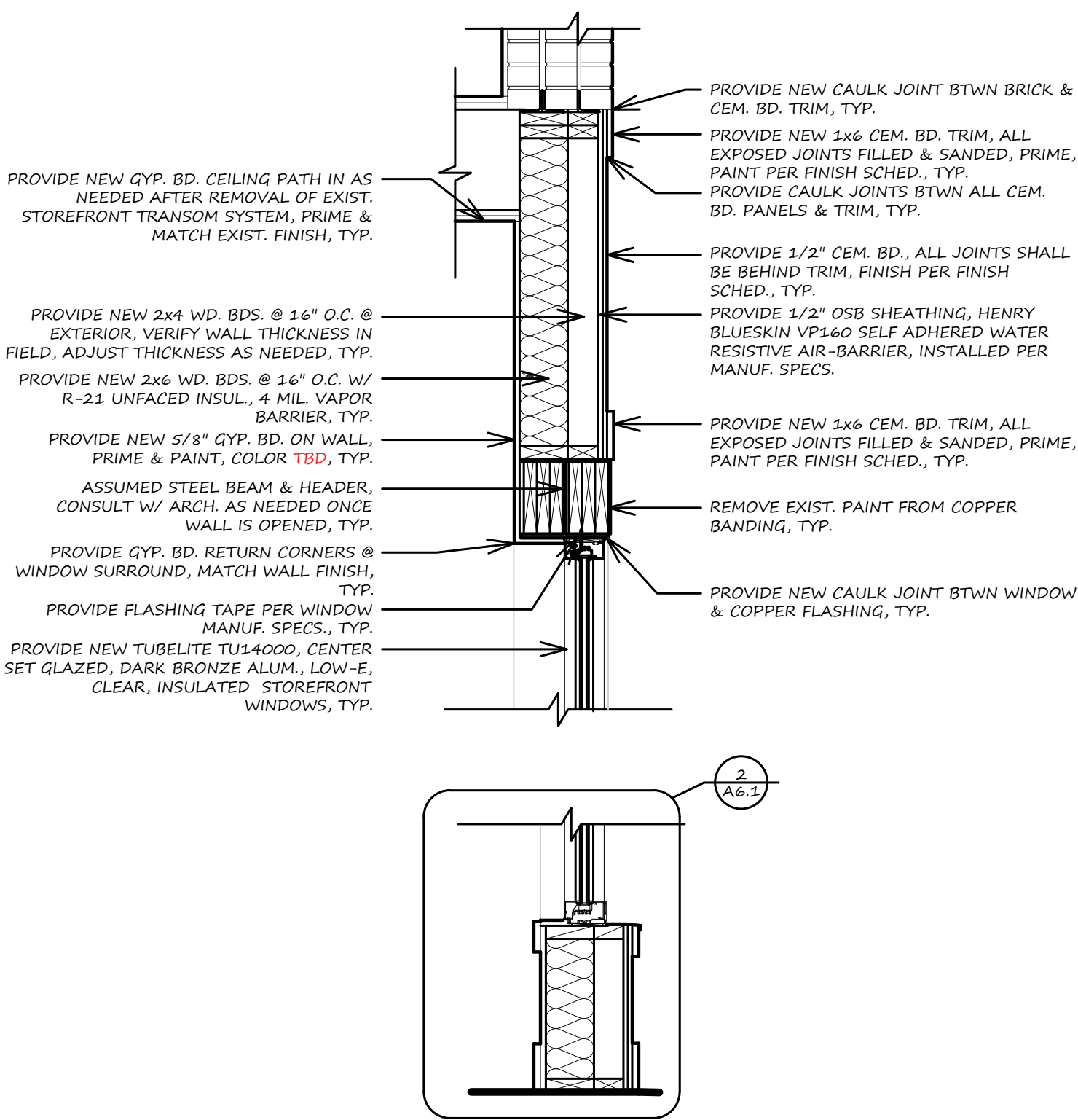
EXISTING PHOTOGRAPH

EXISTING IMAGE OF STOREFRONT DOOR THAT IS TO BE REINSTALLED



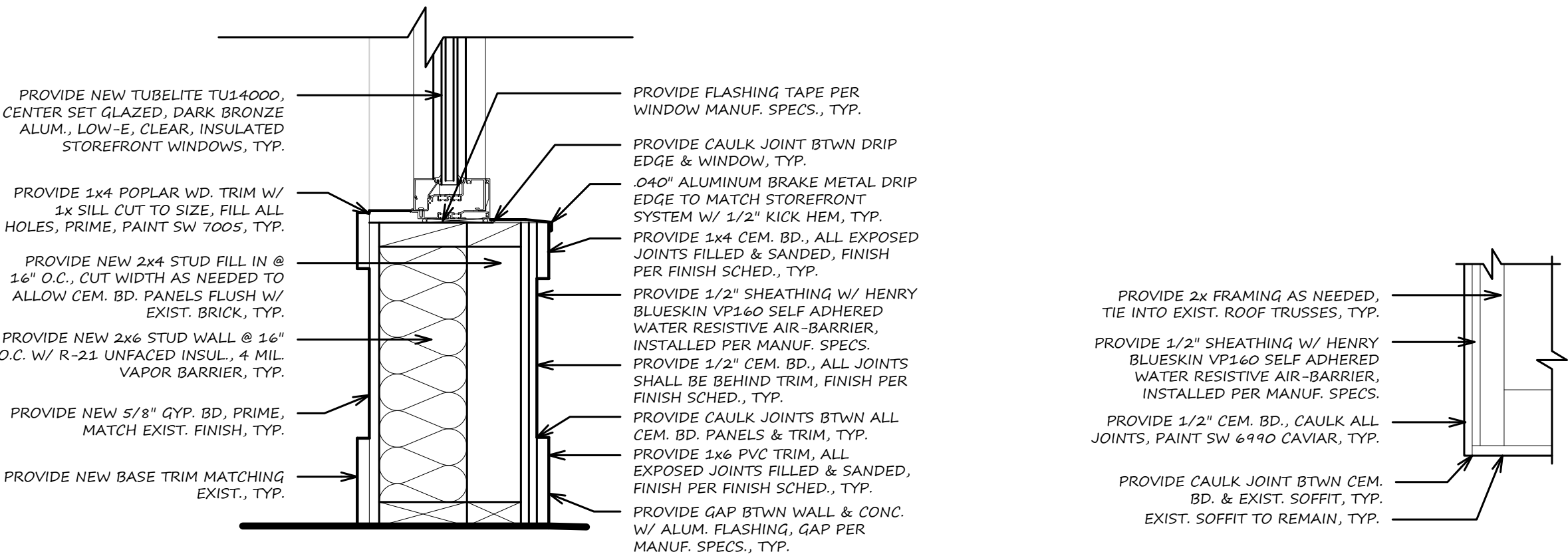
EXISTING PHOTOGRAPH

EXISTING IMAGE OF UPPER LEVEL DOOR THAT IS TO BE REINSTALLED



1 WALL SECTION

3/4" = 1'-0"

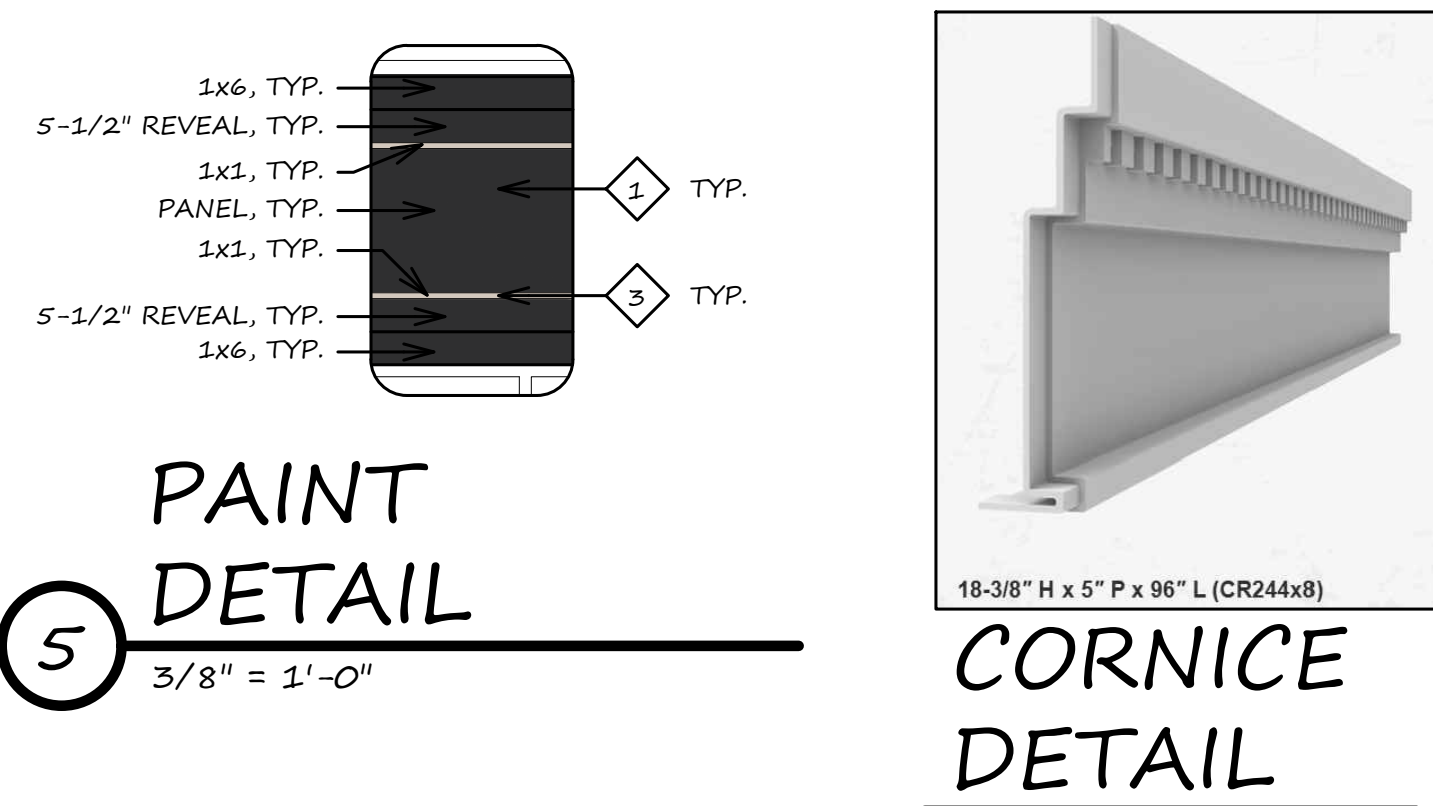
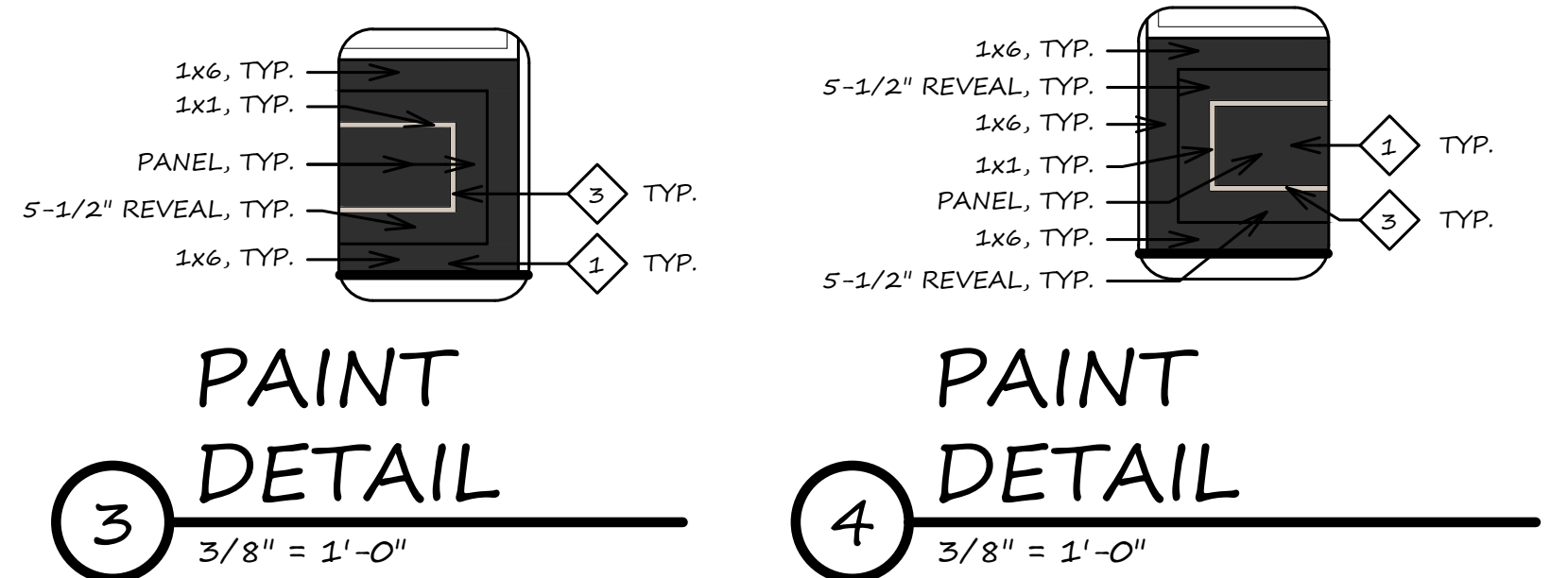
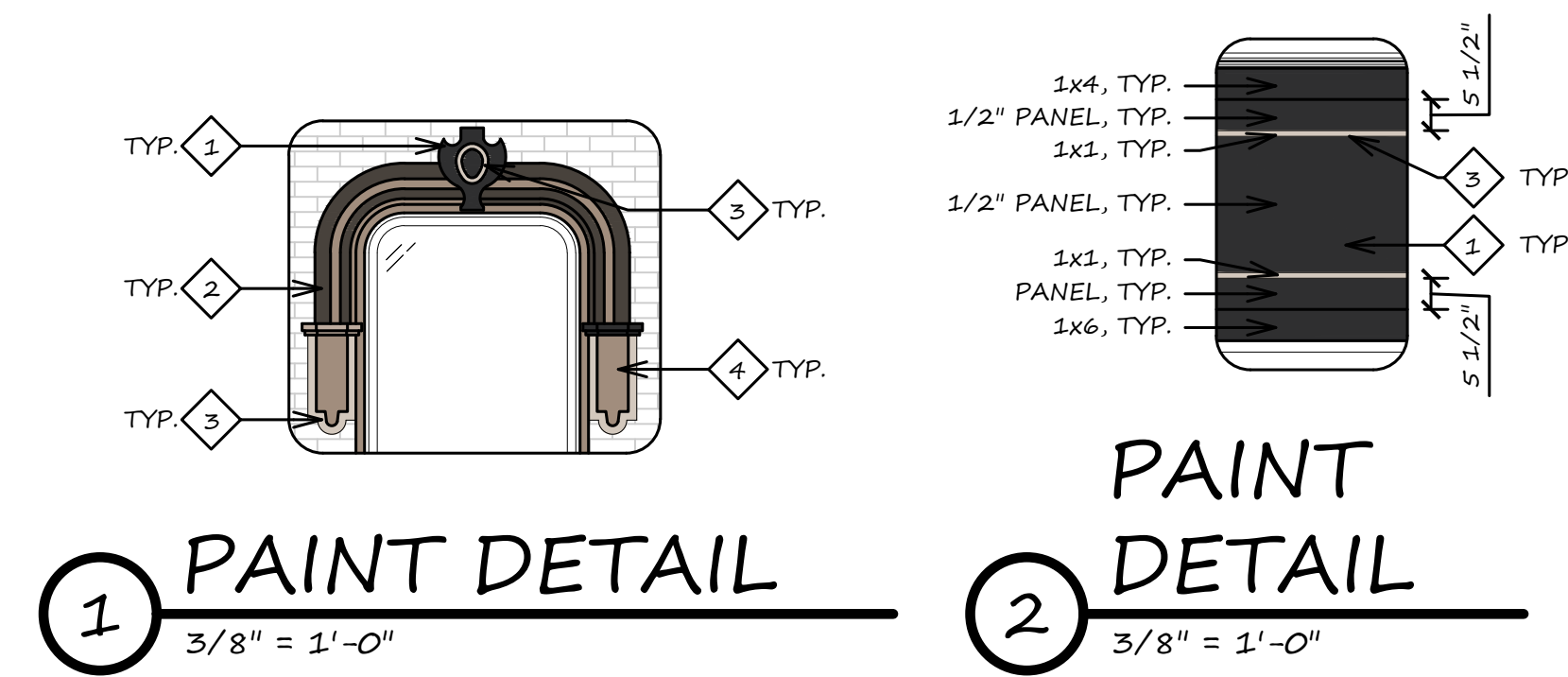


2 WALL SECTION

1-1/2" = 1'-0"

3 ROOF SECTION

1-1/2" = 1'-0"



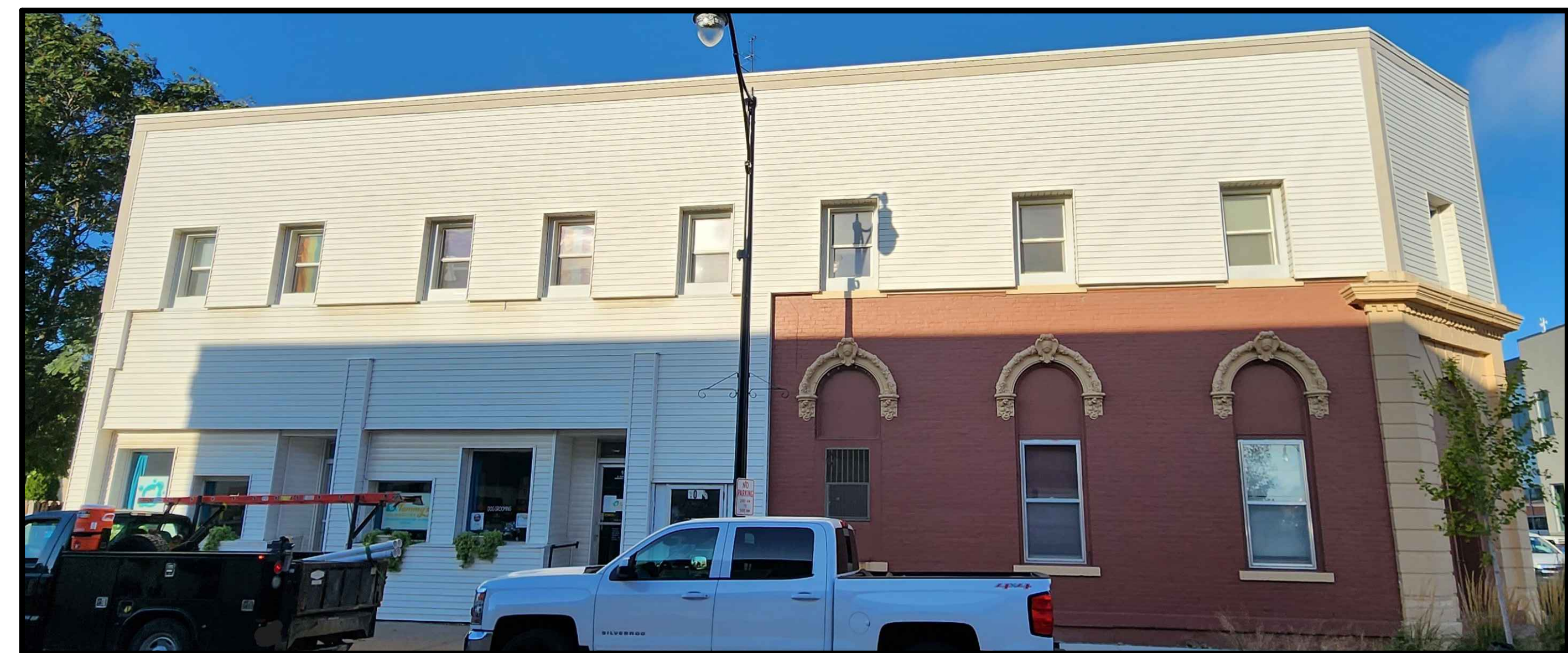
REMARKS: VERIFY COLOR USE ON ELEVATIONS AND DETAILS

- COLOR USED FOR TRIM
- COLOR USED FOR PANELS
- COLOR USED FOR SOFFIT
- COLOR USED FOR ACCENT TRIM
- COLOR USED FOR EYEBROWS

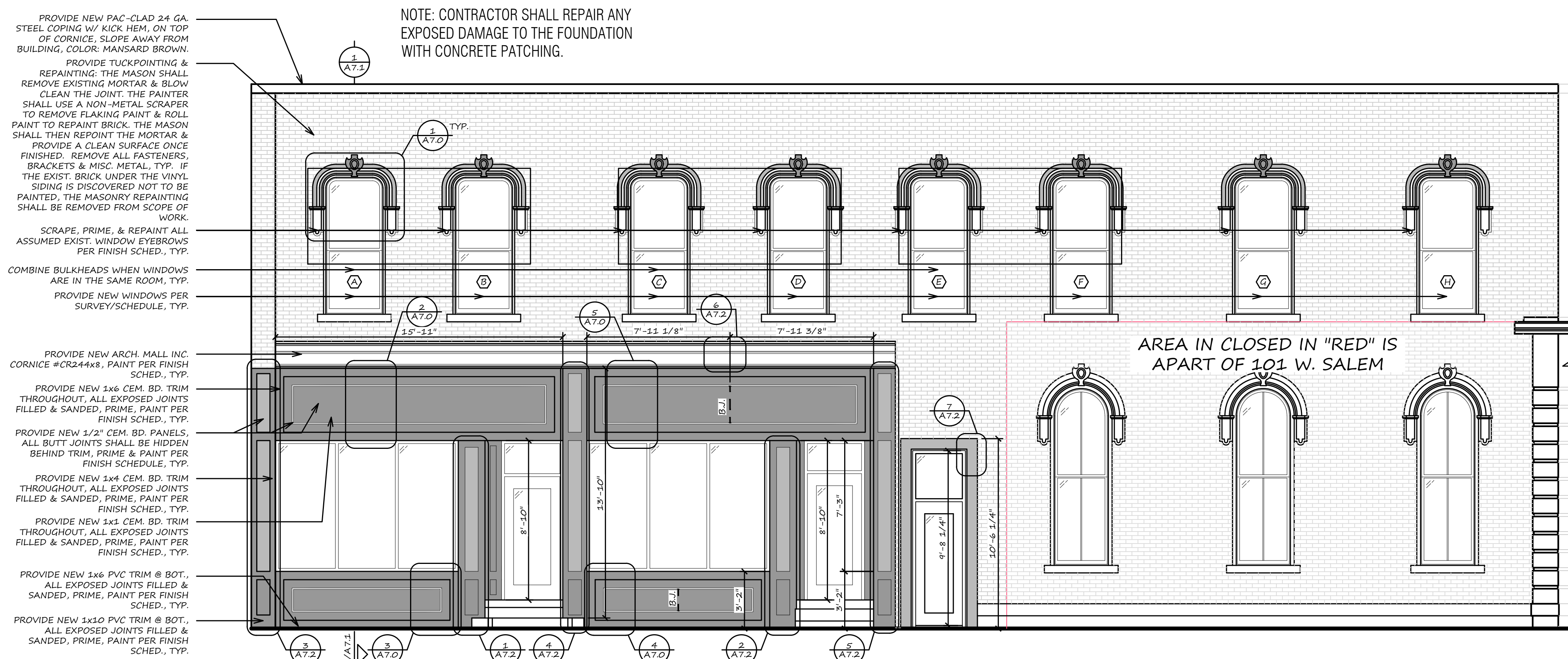
105 S. HOWARD St. FINISH SCHEDULE					
QS	TC	COLOR	PRIMER	FINISH	COATS
1	1	SW 6258	EXTERIOR	SATIN	2
2	2	SW 7675	EXTERIOR	SATIN	2
3	3	SW 6078	EXTERIOR	SATIN	2
4	4	SW 7502	EXTERIOR	SATIN	2

GS: GRAY SCALE
TC: TRUE COLOR

FINISH SCHEDULE

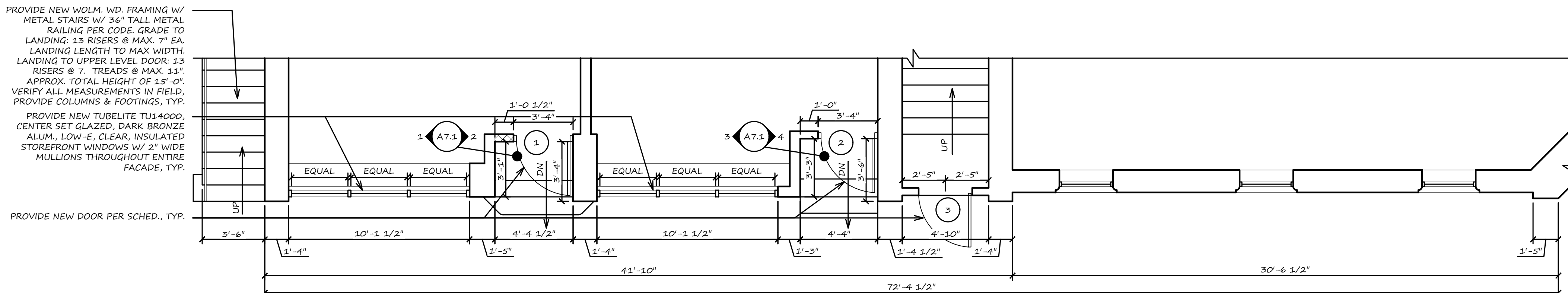


EXISTING PHOTOGRAPH



PROPOSED ELEVATION

1/4" = 1'-0"



PROPOSED FLOOR PLAN

1/4" = 1'-0"



PROPOSED RENDERING

PROVIDE NEW 1x4 CEM. BD. TRIM BD. @ TOP & SIDES, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1/2" CEM. BD. PANELS, ALL BUTT JOINTS SHALL BE HIDDEN BEHIND TRIM, PRIME & PAINT PER FINISH SCHEDULE, TYP.

PROVIDE NEW 1x1 CEM. BD. TRIM THROUGHOUT, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x6 CEM. BD. TRIM BD., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x4 PVC TRIM @ BOT., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x PVC TRIM CUT TO SIZE @ BOT., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x4 CEM. BD. TRIM BD. @ TOP & SIDES, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1/2" CEM. BD. PANELS, ALL BUTT JOINTS SHALL BE HIDDEN BEHIND TRIM, PRIME & PAINT PER FINISH SCHEDULE, TYP.

PROVIDE NEW 1x1 CEM. BD. TRIM THROUGHOUT, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x6 CEM. BD. TRIM BD., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x4 PVC TRIM @ BOT., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x PVC TRIM CUT TO SIZE @ BOT., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x4 CEM. BD. TRIM BD. @ TOP & SIDES, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1/2" CEM. BD. PANELS, ALL BUTT JOINTS SHALL BE HIDDEN BEHIND TRIM, PRIME & PAINT PER FINISH SCHEDULE, TYP.

PROVIDE NEW 1x1 CEM. BD. TRIM THROUGHOUT, ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x6 CEM. BD. TRIM BD., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

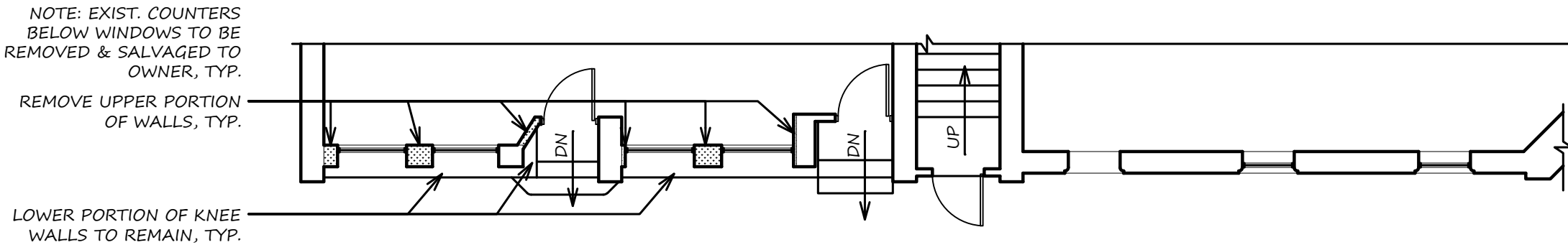
PROVIDE NEW 1x4 PVC TRIM @ BOT., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.

PROVIDE NEW 1x PVC TRIM CUT TO SIZE @ BOT., ALL EXPOSED JOINTS FILLED & SANDED, PRIME, PAINT PER FINISH SCHED., TYP.



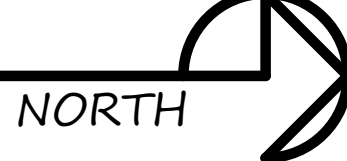
EXISTING ELEVATION

1/8" = 1'-0"



EXIST. FLOOR PLAN

1/8" = 1'-0"



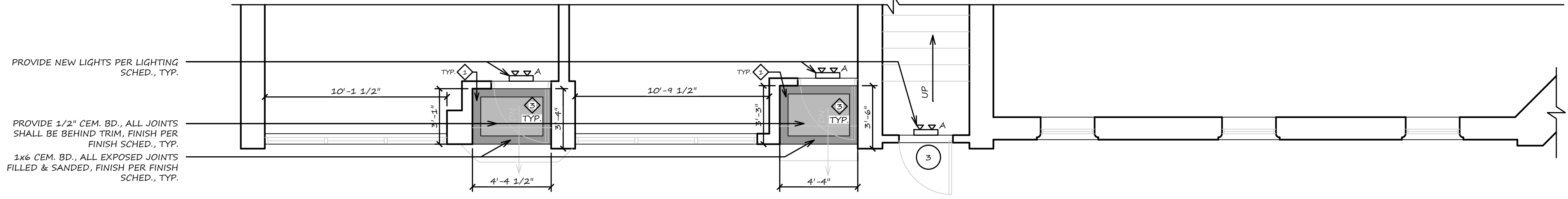
NORTH

EXTERIOR ELEV.

1/4" = 1'-0"

PAINT DETAIL

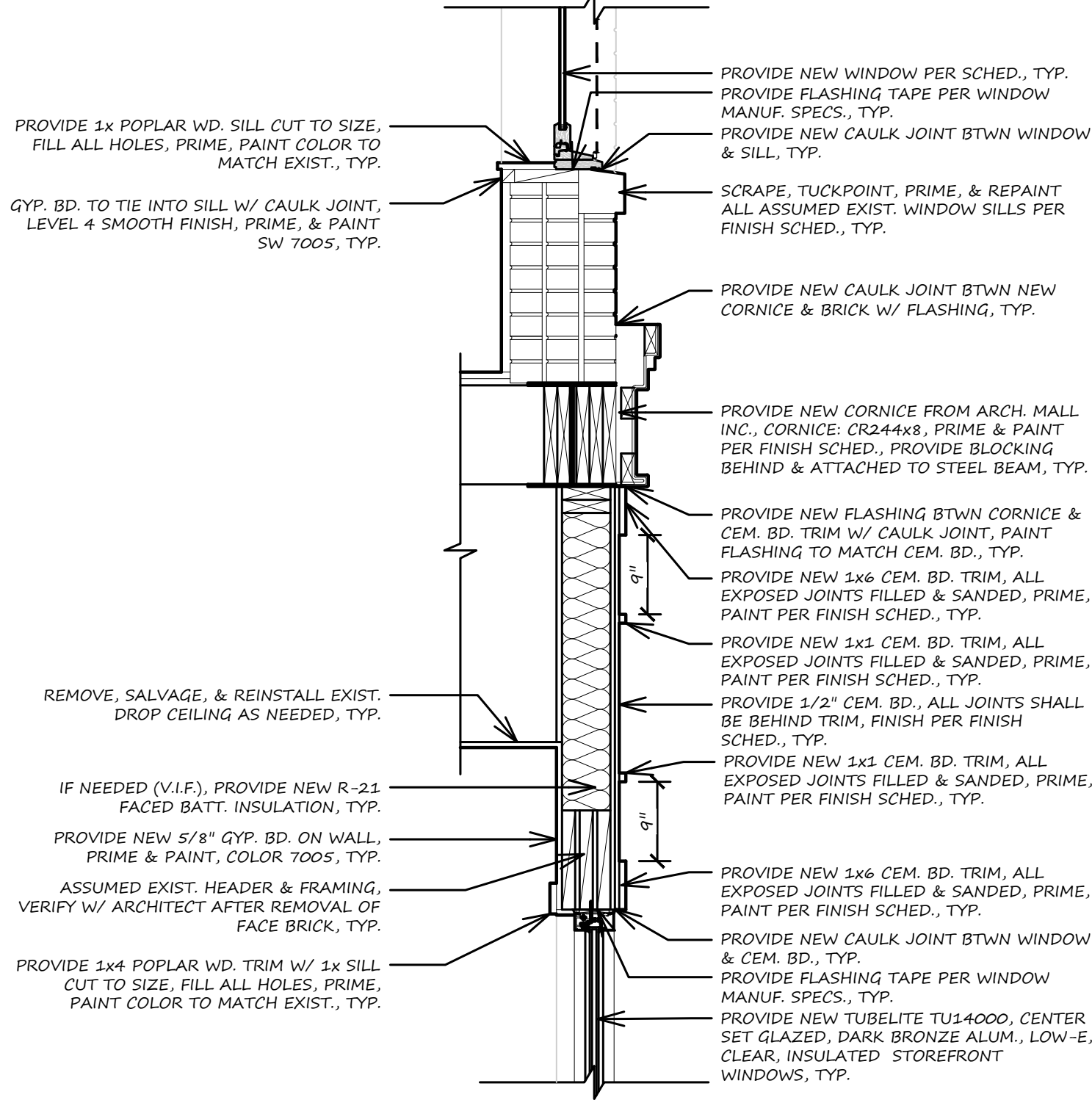
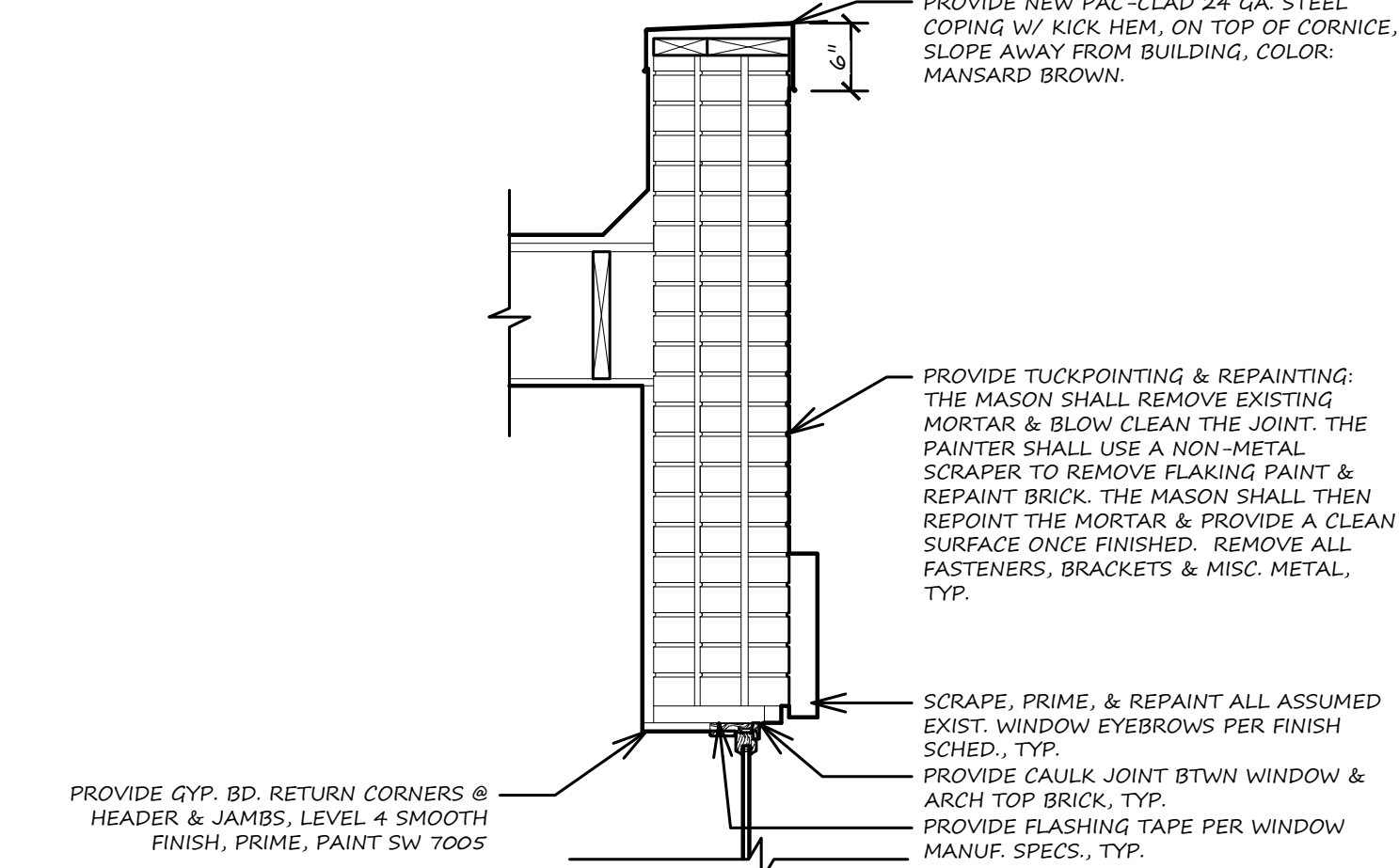
3/8" = 1'-0"



PROPOSED REFLECTED CEILING PLAN

1/4" = 1'-0"

NORTH



WALL SECTION

3/4" = 1'-0"

WALL SECTION

1-1/2" = 1'-0"

105 S. HOWARD St. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL3TRW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT

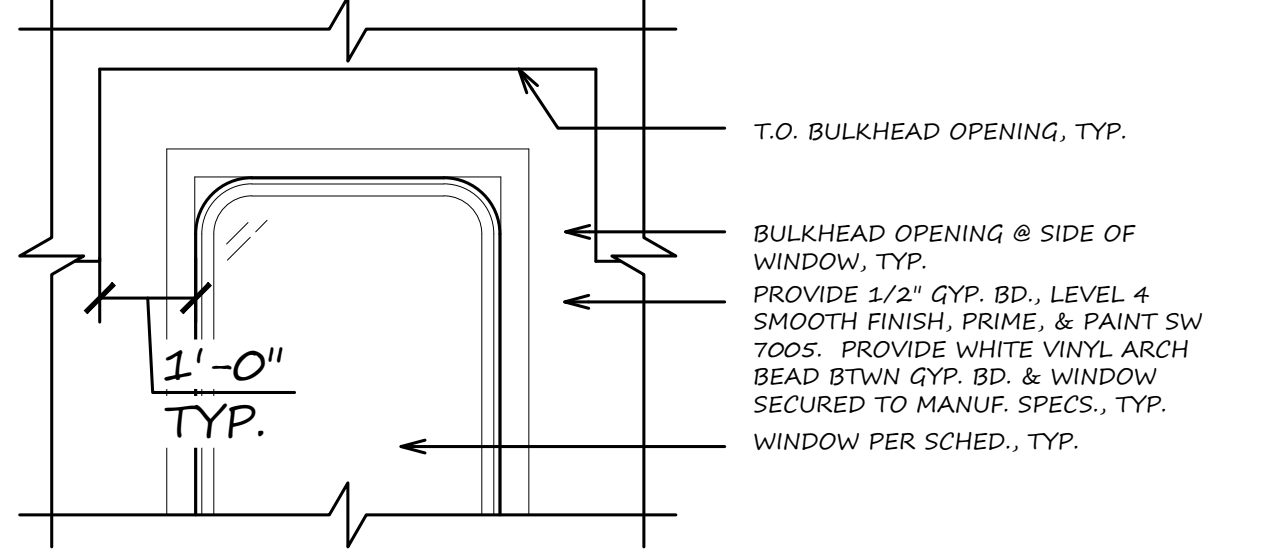
LIGHTING SCHEDULE

HARDWARE SPECIFICATIONS:

- PANIC: VON DUPRIN - 99 SERIES TRIM: NIGHT SERIES 99L-NL HANDLE: KAWNEER STANDARD PULL CO-9 LOCK: ANSI FUNCTION 03 FINISH: DURANODIC DARK BRONZE
- CLOSER: LCN 4040 XP SERIES ARM: 4040XP-3077 FINISH: DARK BRONZE - BHMA 695

REMARKS

- TUBELITE THERMAL-BLOCK STOREFRONT ENTRY DOOR, LOW-E, CLEAR, INSULATED, CONCEALED SCREW WEATHER STRIP, STANDARD THRESHOLD TO MATCH COLOR OF DOOR. PROVIDE SIDELIGHT PER ELEVATION.
- PROVIDE LOW-E, CLEAR, INSULATED TRANSOM MATCHING DOOR FINISH. VERIFY SIZE PRIOR TO ORDERING.

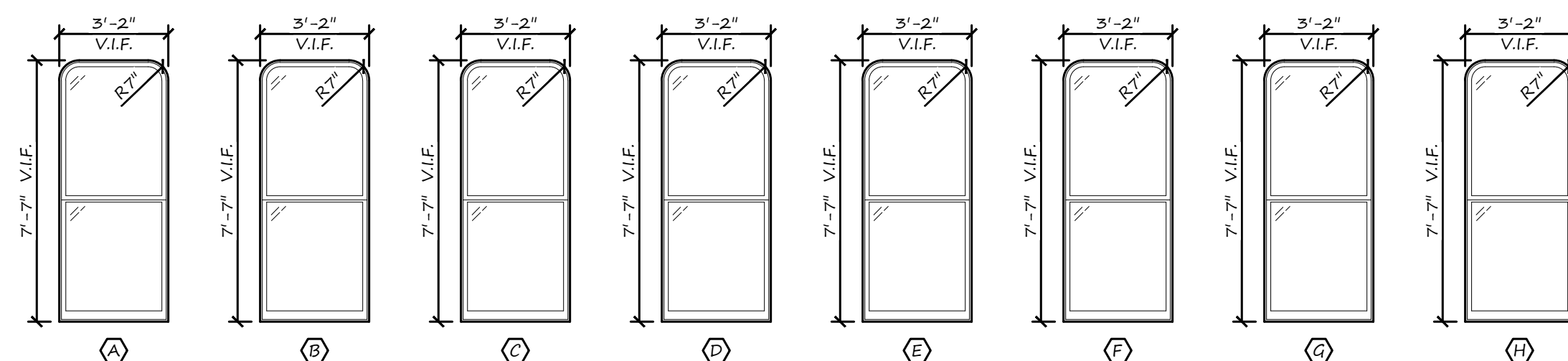
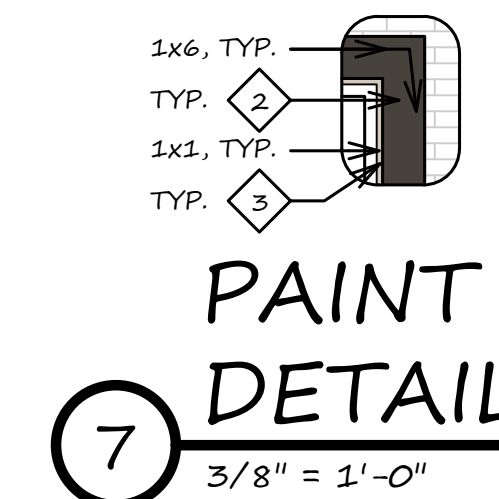
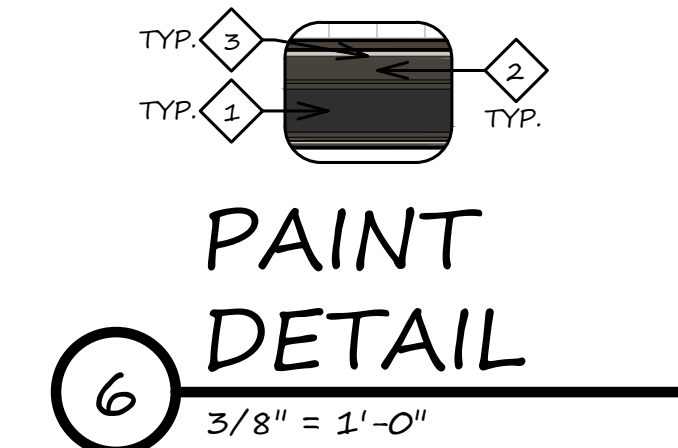
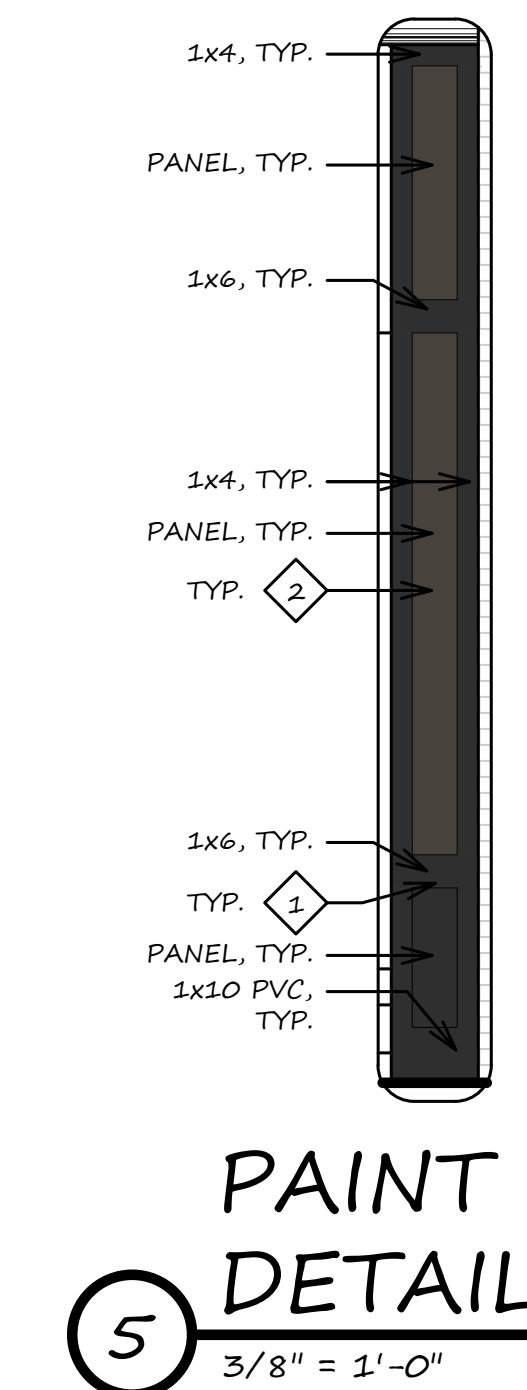
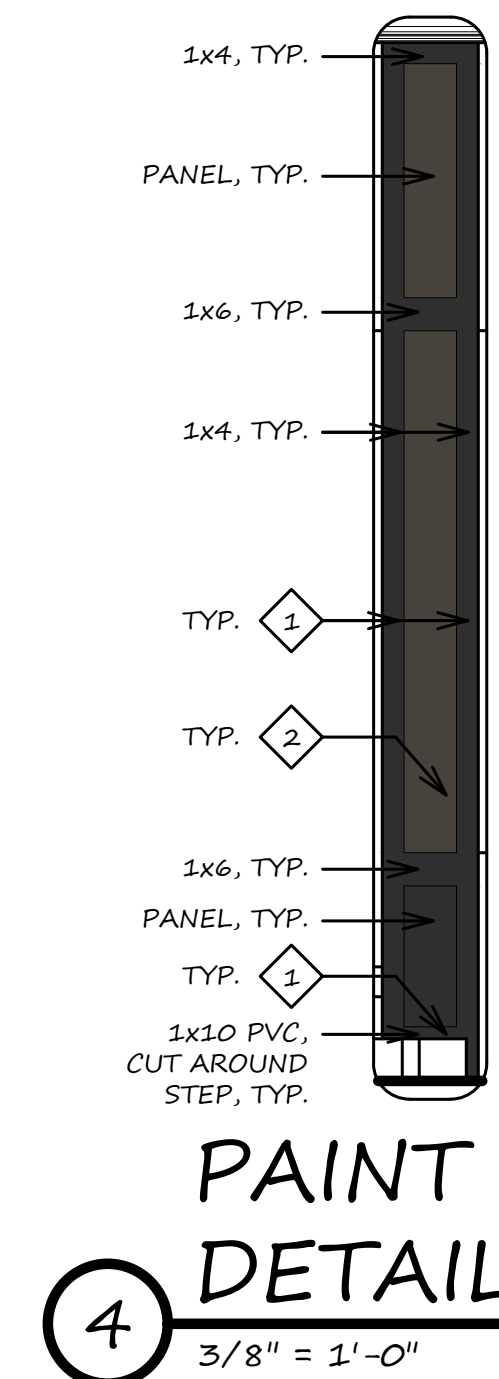
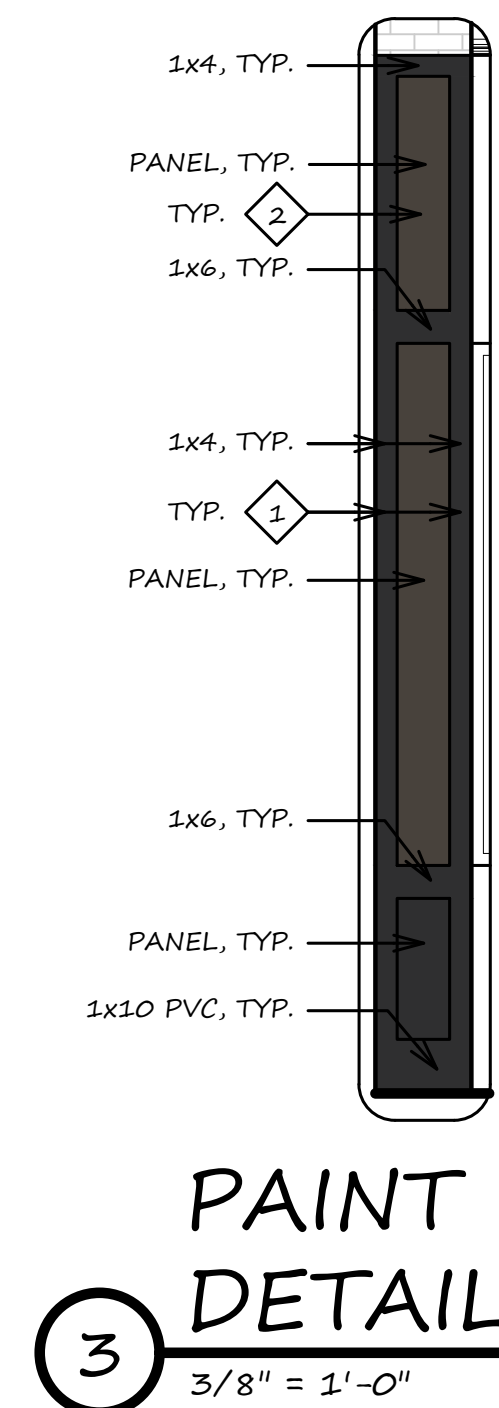
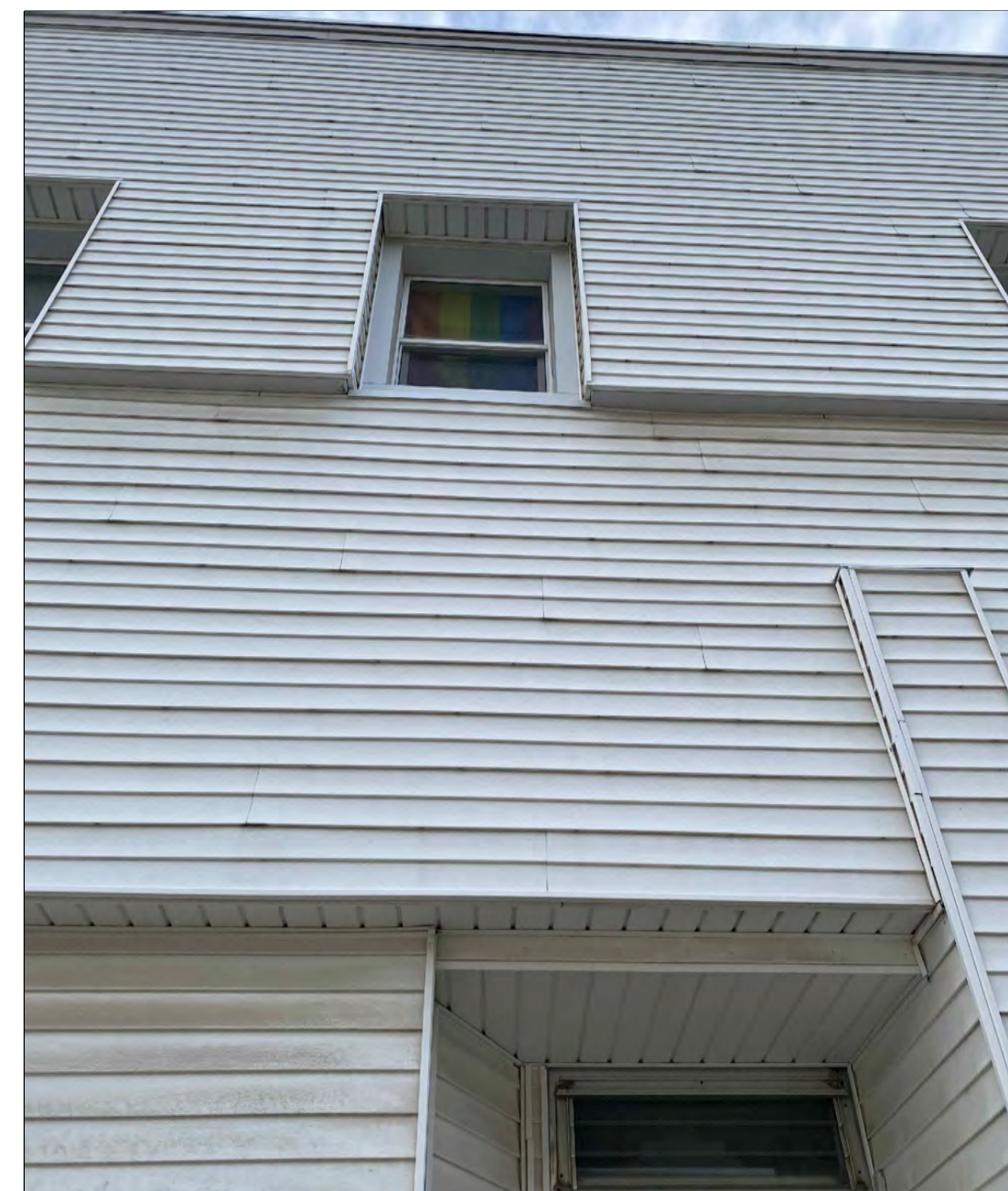
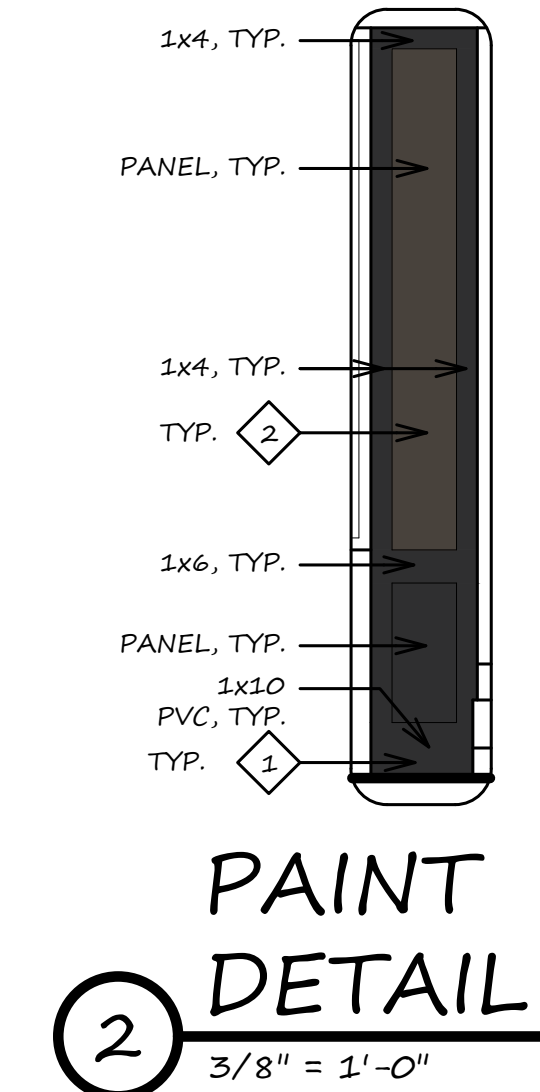
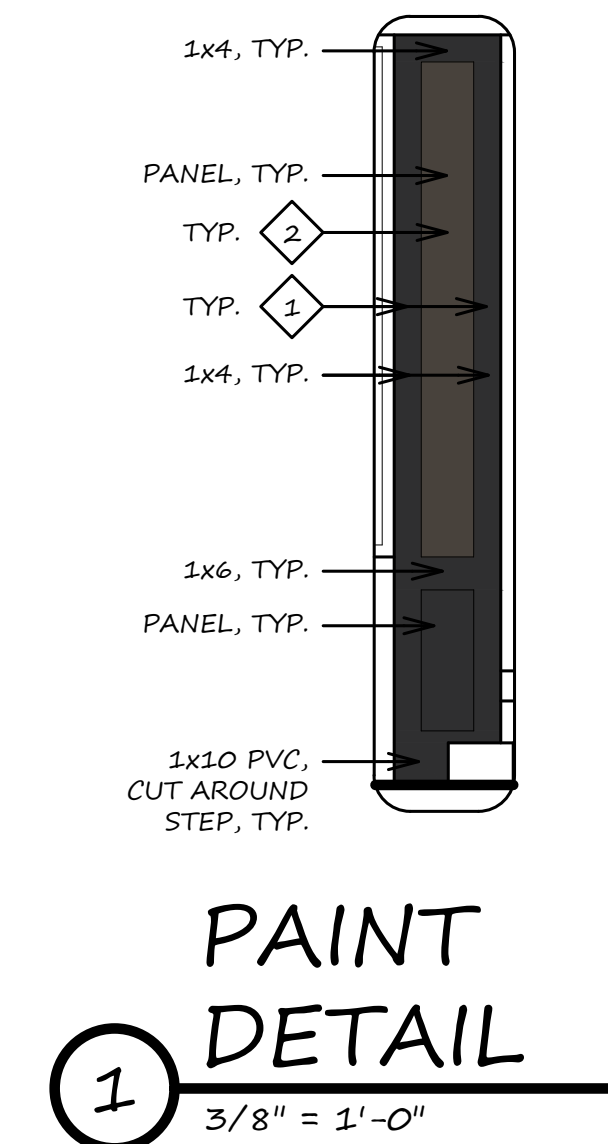


INT. BULKHEAD DETAIL

1/2" = 1'-0" (HEADER, TYP.)

105 S. HOWARD St. OPENING SCHEDULE												
#	OPENING SIZE	DOOR					FRAME		HARDWARE			REMARKS
		SWING	MAT'L	FINISH	TYPE	STILE	MAT'L	FINISH	LOCKSET	PUSH/ PULL	CLOSER	
1	3'-0" x 7'-0" x 1 3/4"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1	2	1
2	3'-0" x 7'-0" x 1 3/4"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1	2	1
3	3'-0" x 7'-0" x 1 3/8"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	--	1	2	1, 2

OPENING SCHEDULE



WINDOW REMARKS

* EXISTING WINDOW OPENINGS ARE FRAMED IN, THE HEIGHT SHOWN IS THE EXISTING CONDITION, ALL NEW WINDOWS HEIGHTS AND WIDTHS ARE TO BE VERIFIED PRIOR TO ORDERING.

1. NEW MARVIN ALUM. CLAD ULTIMATE SINGLE HUNG, LOW-E, INSULATED, CLEAR. HISTORICAL. EXTERIOR COLOR: BRONZE, INTERIOR: PINE PRIMED WHITE WD. W/ TBD LOCK AND HANDLE. FULL SCREEN ALUM. SURROUND W/ MARVIN BRIGHT-VIEW SCREEN.

WINDOW NOTES

- VERIFY ALL WINDOWS AND OPENINGS.
- VERIFY ALL WINDOWS AND FINISHES
W/ EXISTING AND ARCHITECT.
- ALL WINDOWS ARE TO FIT IN EXISTING
OPENINGS.
- PROVIDE INTERIOR INSULATION AROUND
ENTIRE WINDOW.

[illegible]

PROJECT #	2507
SCHEDULE /	
EXIST.	
PHOTOS	

A7.2

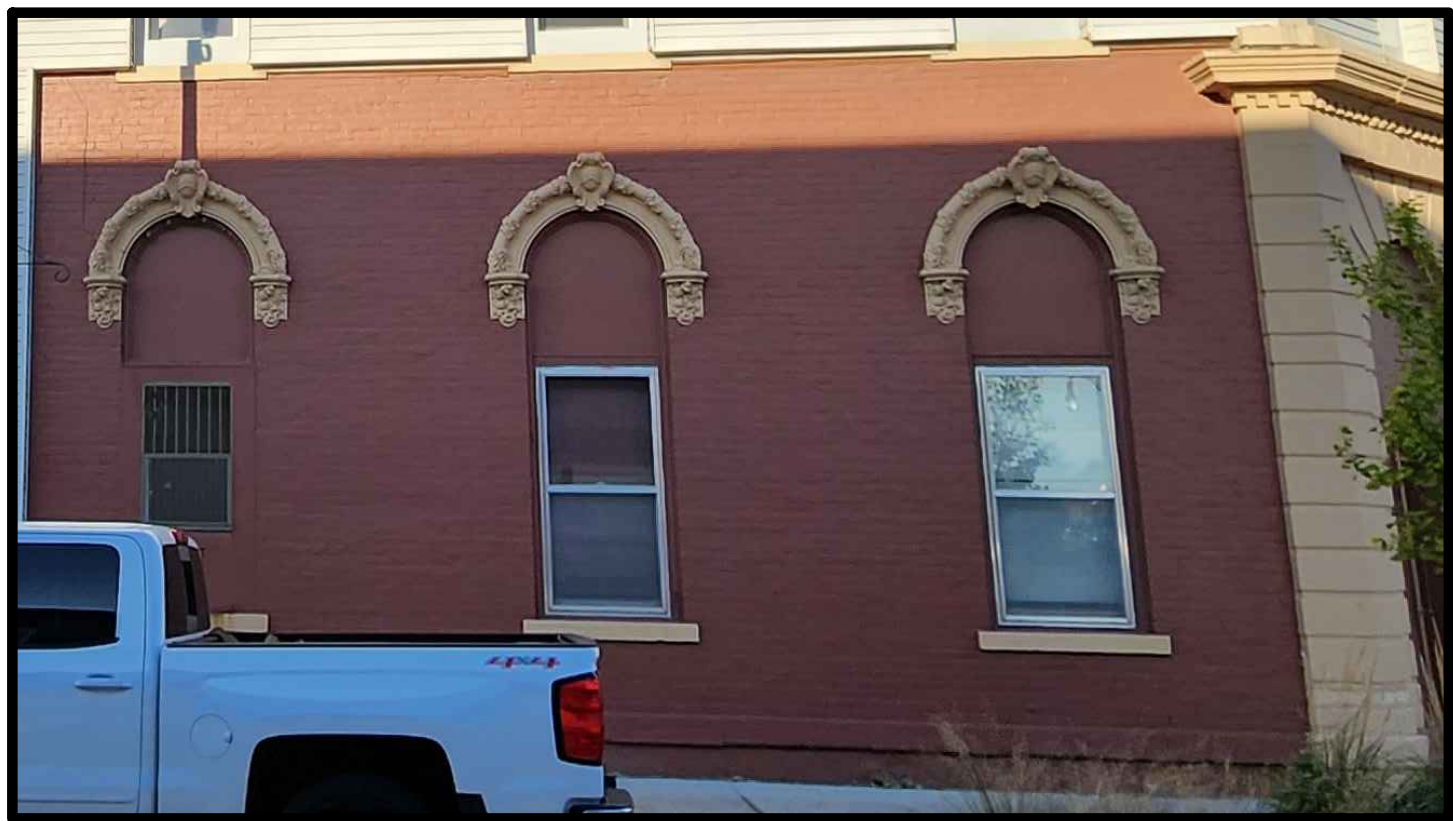


EXISTING PHOTO



PROPOSED RENDERING

* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



EXISTING PHOTOGRAPH



PROPOSED RENDERING

* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



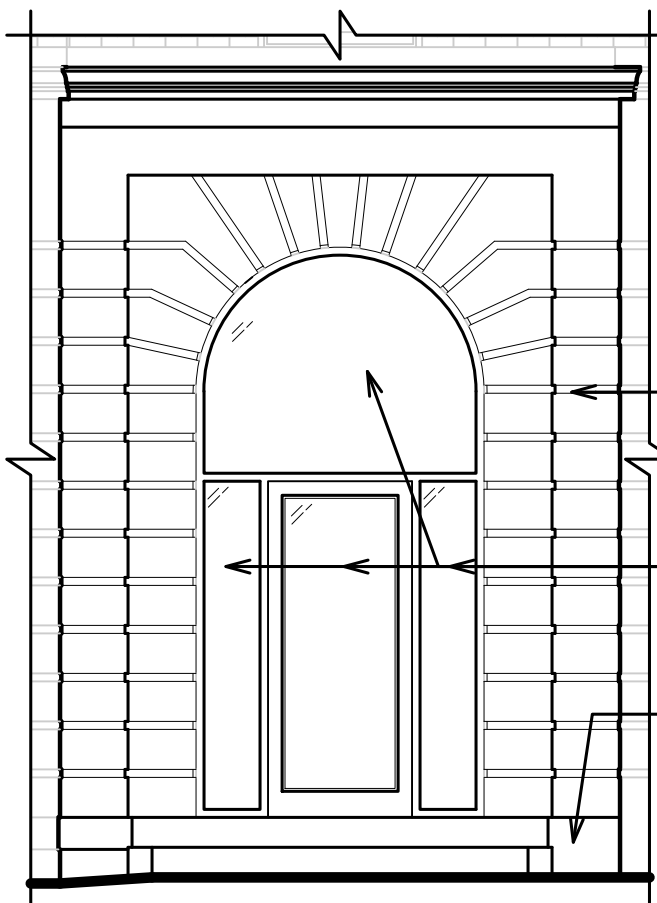
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EXISTING IMAGE OF SOUTH WINDOW W/ A/C & WOOD FILL IN



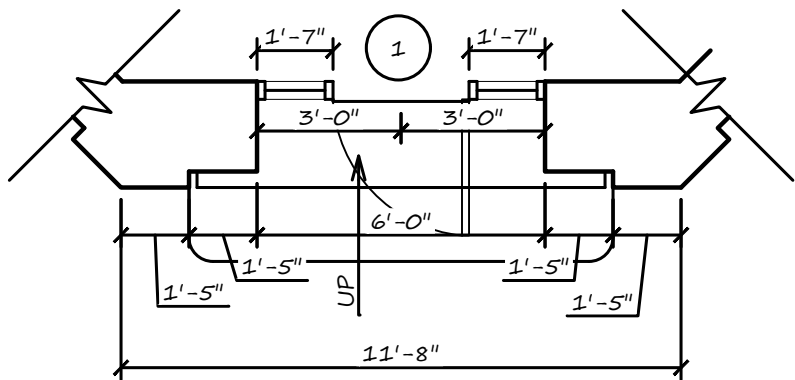
EXIST. PHOTO

EXISTING IMAGE OF NORTH WINDOWS W/ WOOD FILL IN



PROPOSED ELEVATION

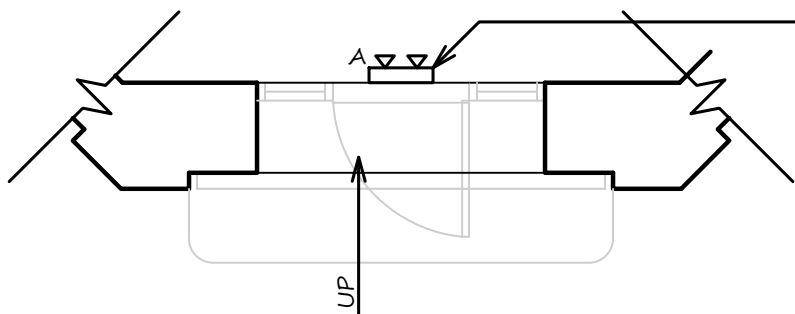
1/4" = 1'-0"



PROPOSED FLOOR PLAN

1/4" = 1'-0"

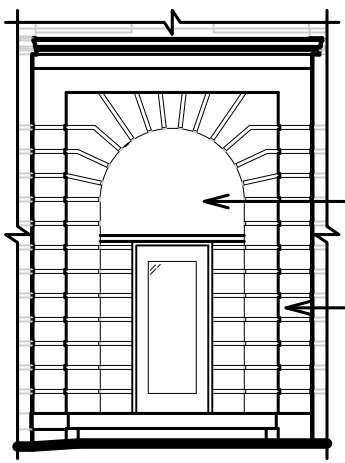
NORTH



PROPOSED REFL. CEIL. PLAN

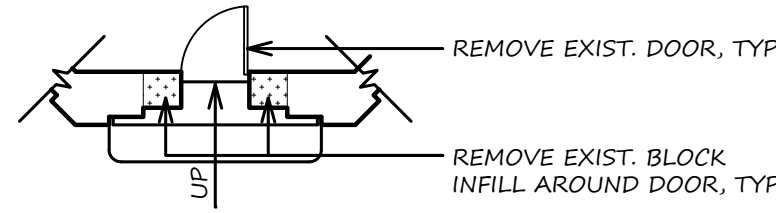
1/4" = 1'-0"

NORTH



EXIST. ELEVATION

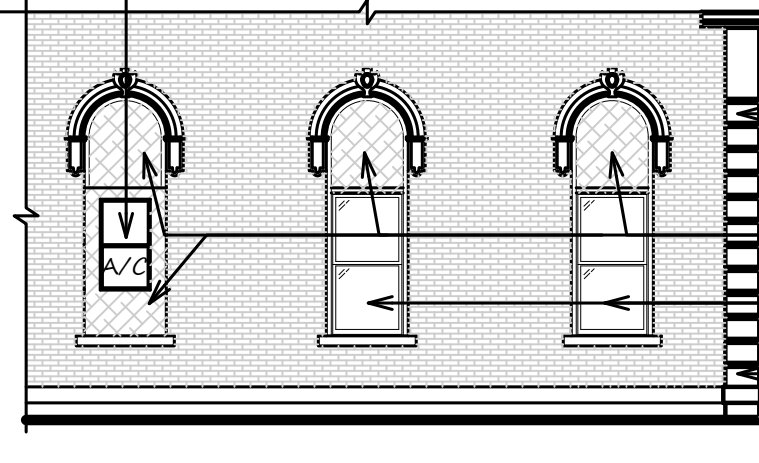
1/8" = 1'-0"



EXIST. FLOOR PLAN

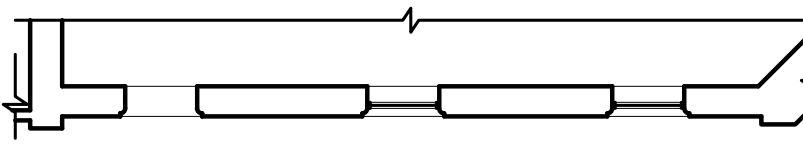
1/8" = 1'-0"

NORTH



EXISTING ELEVATION

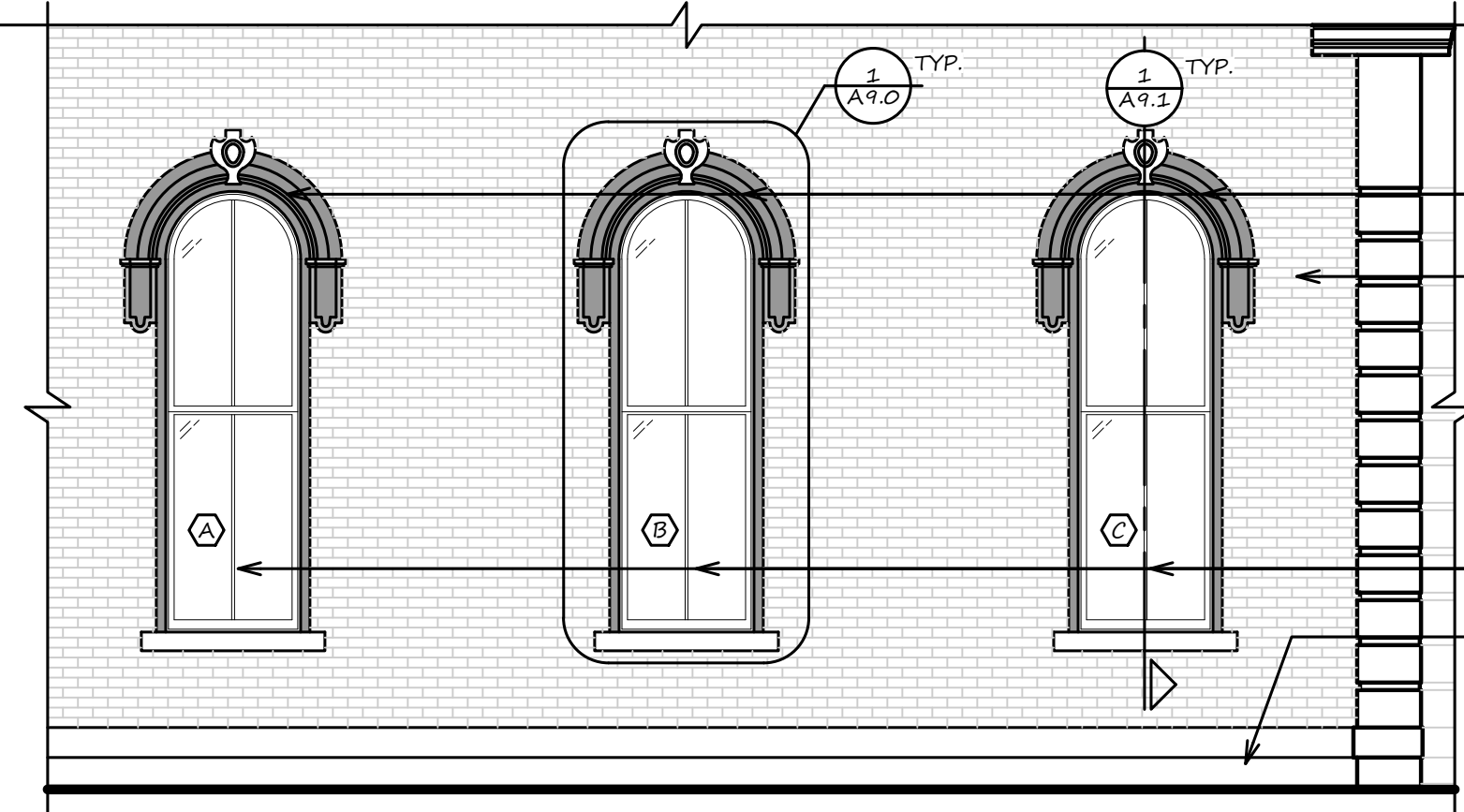
1/8" = 1'-0"



EXIST. FLOOR PLAN

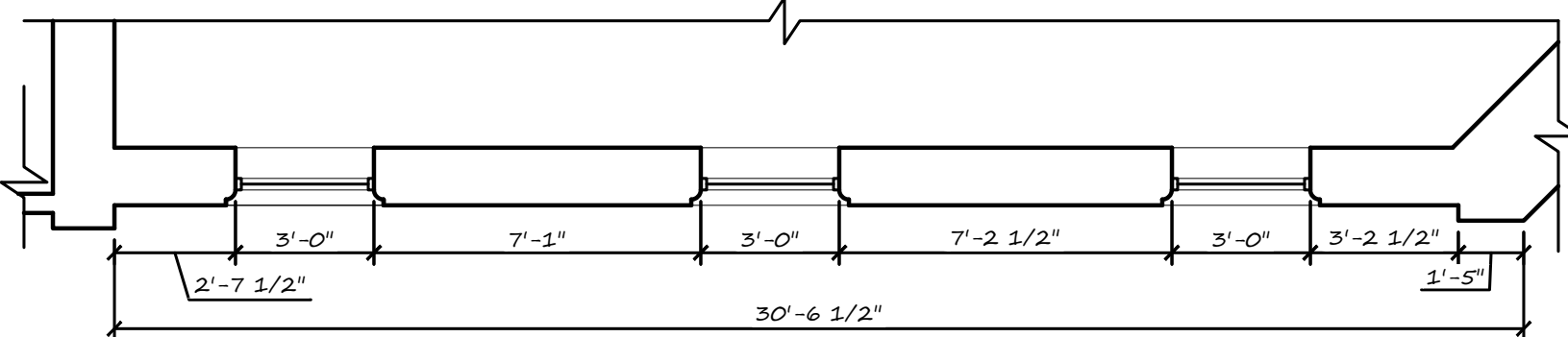
1/8" = 1'-0"

REMOVE EXIST. VENT & WINDOW A/C UNIT, SALVAGE UNIT FOR OWNER, TYP.
SCRAPE, PRIME, & PAINT EXIST. STONE, COLOR TBD., TYP.
REMOVE EXIST. PLYWD. PANELS & TRIM, TYP.
REMOVE EXIST. WINDOWS, TYP.
SCRAPE, PRIME, & PAINT EXIST. STONE, COLOR TBD., TYP.



PROPOSED ELEVATION

1/4" = 1'-0"



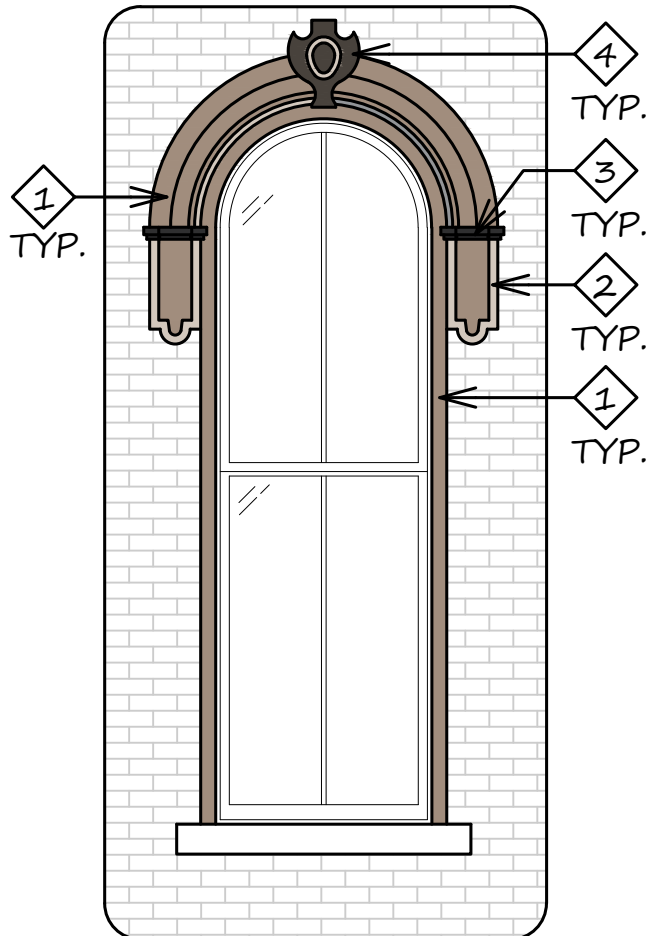
PROPOSED FLOOR PLAN

1/4" = 1'-0"

NORTH

NOTE: CONTRACTOR SHALL REPAIR ANY EXPOSED DAMAGE TO THE FOUNDATION WITH CONCRETE PATCHING.

SCRAPE, PRIME, & REPAINT ALL EXIST. WINDOW EYEBROWS & COLUMNS PER FINISH SCHED., TYP.
PROVIDE TUCKPOINTING & REPAIRING. THE MASON SHALL REMOVE EXISTING MORTAR & BLOW CLEAN THE JOINT. THE PAINTER SHALL USE A NON-METAL SCRAPER TO REMOVE FLAKING PAINT & REPAINT BRICK. THE MASON SHALL THEN REPOINT THE MORTAR & PROVIDE A CLEAN SURFACE ONCE FINISHED. REMOVE ALL FASTENERS, BRACKETS & MISC. METAL, TYP.
PROVIDE NEW WINDOWS PER SURVEY/SCHEDULE, TYP.
CONTRACTOR SHALL REPAIR ANY EXPOSED DAMAGE TO THE FOUNDATION WITH CONCRETE PATCHING. CLEAN, PREP, FILL, & PATCH EXISTING CRACKS & MISSING CHUNKS ALONG ENTIRE FOUNDATION & STONE BANDING, CAULK JOINTS, PRIME, & PAINT PER ELEVATION, TYP.



PAINT
DETAIL

1 3/8" = 1'-0"

REMARKS: VERIFY COLOR USE ON ELEVATIONS AND DETAILS
1. COLOR USED FOR WINDOW EYEBROWS

101 W. SALEM AVE. FINISH SCHEDULE					
GS TO	1	COLOR	PRIMER	FINISH	COATS
	1	SW 7502	EXTERIOR	SATIN	2
	2	SW 6058	EXTERIOR	SATIN	2
	3	SW 6258	EXTERIOR	SATIN	2
	4	SW 7675	EXTERIOR	SATIN	2

GS: GRAY SCALE
TC: TRUE COLOR

FINISH SCHEDULE

101 W. SALEM AVE. LIGHT FIXTURES		
SYMBOL	FIXTURE #	LOCATION
A	RP LIGHTING RXEL37RW	WALL MOUNT EMERGENCY EXIT SIGN W/ LIGHT

LIGHTING SCHEDULE



OPENING SCHEDULE

101 W. SALEM AVE. OPENING SCHEDULE												
#	OPENING SIZE	DOOR					FRAME		HARDWARE			REMARKS
		SWING	MAT'L	FINISH	TYPE	STILE	MAT'L	FINISH	LOCKSET	PUSH/ PULL	CLOSER	
1	3'-0" x 7'-0" x 1 3/4"	RHR	ALUM SF	D BRONZE	FULL GLASS	MEDIUM	ALUM	D BRONZE	1	2	3	1



PROPOSED FLOOR PLAN

NORTH



EXIST. FLOOR PLAN

NORTH



BULKHEAD DETAIL

EXIST. PHOTOGRAPH

EXIST. PHOTO

[illegible]

WINDOW SCHEDULE

INDIANOLA FACADES

101 W. SALEM AVE.

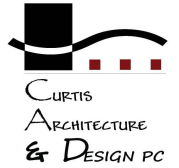
A9.1

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PROJECT NAME: Indianola Façade Improvements

PROJECT #: 2507

ADDRESS: 126 N Howard St., 105 S Howard St., 101 West Salem, 101 E Salem Ave., 102 S Howard St.,
104 S Howard St., 107 E Salem Ave., 106 E Salem Ave.



RECEIVED BIDS

Owner: City of Indianola

Bid Date: 06-15-2025

Bid Time: 11:00a.m.

Bid Location: 110 N 1st St., Indianola, Iowa, 50125

BIDDER	BID SECURITY	SECTION 3 FORMS	ADDENDA	BASE BID	ALTERNATE #1	TOTAL BID
CORNERSTONE COMMERCIAL CONTRACTORS	Y	Y	Y	\$1,198,027.00	\$180,000.00	\$1,378,027.00
CHRISTNER COMMERCIAL CONTRACTING	Y	Y	Y	\$1,921,000.00	\$196,000.00	\$2,117,000.00



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Public hearing regarding the plans, specs, form of contract and estimate of cost regarding the Indianola Downtown Façade Revitalization Program.

Recommendation: Roll call to open and close the public hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Resolution approving the plans, specs, form of contract and estimate of cost regarding the Indianola Downtown Façade Revitalization Program.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025-_Plans, Specs, Cost Downtown Facade Project

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING THE FINAL PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE INDIANOLA DOWNTOWN FAÇADE REVITALIZATION
PROGRAM PROJECT**

WHEREAS, the City Council of the City of Indianola, Iowa, has heretofore deemed it necessary and desirable to approve the Indianola Downtown Façade Revitalization Program Project (will be known as the “Project”); and,

WHEREAS, the City Council of the City of Indianola, Iowa, has heretofore deemed it necessary and desirable for construction of the Project; and

WHEREAS, this Council has heretofore approved the final plans, specifications, and form of contract for the proposed Project, and provided for a notice of public hearing and notice to bidders on proposed plans and specifications and proposed form of contract for the Project, and the taking of bids; and

WHEREAS, a hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the plans, specifications, form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby approved, and the public improvements to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

APPROVED this 21st day of July 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: July 21, 2025
Subject: Resolution awarding a contract to the lowest, most responsible bidder for the Indianola Downtown Façade Revitalization Program.

Introduction:

Background:

Discussion:

Budget Impact:

Recommendation: The City of Indianola received two bids for this project. After a review of the bids, it is recommended that Council award the contract to Cornerstone Commercial Contractors in the amount of \$1,378,027. A property owner requested bid alternate number 1 and will be wholly responsible for those costs out of the contract amount, should they want to proceed.

Roll call is in order.

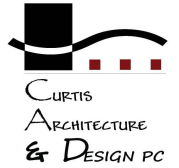
Attachments:

1. Bid Tabulation
2. Res 2025- Award Contract for Facade Program_Cornerstone

PROJECT NAME: Indianola Façade Improvements

PROJECT #: 2507

ADDRESS: 126 N Howard St., 105 S Howard St., 101 West Salem, 101 E Salem Ave., 102 S Howard St.,
104 S Howard St., 107 E Salem Ave., 106 E Salem Ave.



RECEIVED BIDS

Owner: City of Indianola

Bid Date: 06-15-2025

Bid Time: 11:00a.m.

Bid Location: 110 N 1st St., Indianola, Iowa, 50125

BIDDER	BID SECURITY	SECTION 3 FORMS	ADDENDA	BASE BID	ALTERNATE #1	TOTAL BID
CORNERSTONE COMMERCIAL CONTRACTORS	Y	Y	Y	\$1,198,027.00	\$180,000.00	\$1,378,027.00
CHRISTNER COMMERCIAL CONTRACTING	Y	Y	Y	\$1,921,000.00	\$196,000.00	\$2,117,000.00

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION AWARDING A CONTRACT TO CORNERSTONE COMMERCIAL
CONTRACTORS FOR THE INDIANOLA DOWNTOWN FAÇADE PROGRAM PROJECT**

WHEREAS, the City Council of the City of Indianola, Iowa, has heretofore deemed it necessary and desirable to approve the Indianola Downtown Façade Program Project (will be known as the "Project"); and,

WHEREAS, the bids for the aforementioned Project were received, opened, and tabulated as per published notice; and,

WHEREAS, the base bid in the amount of \$1,198,027 and alternate bid one in the amount of \$180,000 from Cornerstone Commercial Contractors was the lowest responsive and responsible bid for the said project

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

Section 1. The base bid for the project submitted by Cornerstone Commercial Contractors for an amount of \$1,198,027.00 is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received.

Section 3. Bid Alternate 1 in the amount of \$180,000, to be paid by the property owner in full is hereby accepted.

Section 3. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice to bidders, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 4. The City Council authorizes the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

APPROVED this 21st day of July 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: July 21, 2025
Subject: Resolution accepting and approving an informal resolution.

Recommendation: By adopting this Informal Resolution, the City acknowledges that the process used at the April 7, 2025 meeting and described in the Background section of this Informal Resolution to fill the vacant council member position violated Chapter 21. Specifically, the City acknowledges that the individual votes of council members should have been made available to the public at the time they were cast, and members should not have used meeting recess to conduct deliberation on the appointment outside the public's view.

The City will develop an official policy for the conduct of future appointments, which shall include a requirement that each participating council member's vote be made public during the open session in which the election is held. The City will provide IPIB staff with a copy of this policy after it is approved.

All city council members, along with the City's mayor, will complete training related to public meetings and records. This training will be arranged by the Board and conducted with IPIB during an open meeting.

Attachments:

1. Res 2025- Informal Resolution
2. 25FC_0040 Informal Resolution

City of Indianola
RESOLUTION NO. 2025-

RESOLUTION ACCEPTING AND APPROVING AN INFORMAL RESOLUTION

WHEREAS, on April 10, 2025, Stephanie Erickson filed formal complaint 25FC:0040, alleging that the City of Indianola violated Iowa Code Chapter 21; and

WHEREAS, the Iowa Public Information Board (IPIB) accepted this complaint at its meeting on May 15, 2025; and

WHEREAS, Pursuant to Iowa Code § 23.9, IPIB presents the following terms for an informal resolution of this matter:

1. The Informal Resolution will be formally approved at a meeting of the Indianola City Council, and the following terms shall be read into the record. The City will include a copy of the Informal Resolution in its meeting minutes and will provide IPIB staff with a copy of the minutes demonstrating approval.
2. By adopting the Informal Resolution, the City acknowledges that the process used at the April 7, 2025 meeting and described in the Background section of the Informal Resolution to fill the vacant council member position violated Chapter 21. Specifically, the City acknowledges that the individual votes of council members should have been made available to the public at the time they were cast, and members should not have used meeting recess to conduct deliberation on the appointment outside the public's view.
3. The City will develop an official policy for the conduct of future appointments, which shall include a requirement that each participating council member's vote be made public during the open session in which the election is held. The City will provide IPIB staff with a copy of this policy after it is approved.
4. All city council members, along with the City's mayor, will complete training related to public meetings and records. This training will be arranged by the Board and conducted with IPIB during an open meeting.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Indianola as follows:

1. The Informal Resolution is hereby accepted and approved.
2. The City acknowledges that the process used at the April 7, 2025 meeting and described in the Background section of the Informal Resolution to fill the vacant council member position violated Chapter 21. The City acknowledges that the individual votes should have been available to the public at the time they were cast and Council Members should not have used meeting recess to conduct deliberation on the appointment outside the public's view.
3. The City shall adopt an official policy for the conduct of future appointments, which includes a requirement that each participating council member's vote be made public during an open session in which the election is held.
4. The elected City officials will complete training related to public meetings and records conducted by IPIB.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to include a copy of the informal resolution in the meeting minutes and provide a copy of the minutes to IPIB, along with a copy of a policy for the conduct of filling a vacancy by appointment.

DATED this 21st day of July 2025.

Steve Richardson, Mayor

Jackie Raffety, City Clerk

The Iowa Public Information Board

In re the Matter of:	Case Number: 25FC:0040
Stephanie Erickson, Complainant	Informal Resolution
And Concerning:	
City of Indianola, Respondent	

On April 10, 2025, Stephanie Erickson filed formal complaint 25FC:0040, alleging that the City of Indianola violated Iowa Code Chapter 21.

The IPIB accepted this complaint at its meeting on May 15, 2025.

Background

On April 7, 2025, the Indianola City Council considered the applications of four candidates to fill a vacant at-large council member position. After each of the four candidates had presented in open session, the council narrowed the field to two finalists using an anonymous ballot process, in which each of the five council members wrote the names of their preferred candidates on paper ballots which were then collected and the aggregate results were announced by a city employee. This same anonymous ballot process was used for four subsequent votes between the finalists, with a 3-2 vote in favor of one candidate in the first two rounds and a different 3-2 vote which favored the other candidate in the second two rounds. The matter was then tabled, as four votes were required to fill a vacancy. The votes of individual council members were not made available to the public during this meeting.

During the second phase of the selection process, two ten-minute recesses were called, with one after the first 3-2 vote and another after the second 3-2 vote on the same lines. The stated purpose for these recesses was to allow members to break into “small groups” for discussions intended to reach the requisite four vote majority needed to make an appointment. While these discussions took place within the Council Chambers or just outside those chambers in the open, the discussions did not take place in open session.

Following notice of the complaint, the City took immediate steps to remedy the issue by publicly announcing how individual members had voted at their next meeting on April 14, 2025, for both

the initial selection from the pool of four applicants and the final 3-2 ballot. These disclosures were reflected in the meeting minutes for April 14.

Applicable Law

“*Meeting*’ means a gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body where there is deliberation or action upon any matter within the scope of the governmental body’s policy-making duties. Meetings shall not include a gathering of members of a governmental body for purely ministerial or social purposes when there is no discussion of policy or no intent to avoid the purposes of [Chapter 21].” Iowa Code § 21.2(2).

“Except as provided in section 21.5, all actions and discussions at meetings of governmental bodies, whether formal or informal, shall be conducted and executed in open session.” Iowa Code § 21.3(1).

“Each governmental body shall keep minutes of all its meetings showing the date, time and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken and the information sufficient to indicate the vote of each member present. The vote of each member present shall be made public at the open session.” Iowa Code § 21.3(2).

Informal Resolution

Pursuant to Iowa Code § 23.9, IPIB presents the following terms for an informal resolution of this matter:

1. This Informal Resolution will be formally approved at a meeting of the Indianola City Council, and the following terms shall be read into the record. The City will include a copy of this Informal Resolution in its meeting minutes and will provide IPIB staff with a copy of the minutes demonstrating approval.
2. By adopting this Informal Resolution, the City acknowledges that the process used at the April 7, 2025 meeting and described in the Background section of this Informal Resolution to fill the vacant council member position violated Chapter 21. Specifically, the City acknowledges that the individual votes of council members should have been made available to the public at the time they were cast, and members should not have used meeting recess to conduct deliberation on the appointment outside the public’s view.
3. The City will develop an official policy for the conduct of future appointments, which shall include a requirement that each participating council member’s vote be made public during the open session in which the election is held. The City will provide IPIB staff with a copy of this policy after it is approved.

4. All city council members, along with the City's mayor, will complete training related to public meetings and records. This training will be arranged by the Board and conducted with IPIB during an open meeting.

The terms of the Informal Resolution will be completed within 60 days of the date of approval of this Informal Resolution by all parties. Upon showing of proof of compliance, the IPIB will dismiss this complaint as successfully resolved.

THIS INFORMAL RESOLUTION HAS BEEN REVIEWED AND APPROVED BY THE FOLLOWING PARTIES:

Stephanie Erickson, Complainant

Date

City of Indianola

Date

Title: _____



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Resolution approving an amendment to the City Council Policy Folder to add a policy to fill a mayor or council vacancy.

Recommendation: The City was asked to develop an official policy for the conduct of future appointments.
Roll call is in order.

Attachments:

1. Res 2025- Policy on filling a vacancy
2. Filling a Vacancy Policy

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL POLICY FOLDER
TO ADD A POLICY TO FILL A MAYOR OR COUNCIL VACANCY**

WHEREAS, the City of Indianola Council Policy Folder is amended over time; and

WHEREAS, an elected official may resign from office before their term has expired; and

WHEREAS, the Council has an obligation to fill the vacancy in the manner set forth by Iowa Code; and

WHEREAS, a policy for the filling of a vacant elected seat in the form attached sets forth the procedures for the City Council to follow when filling a vacancy by appointment.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Indianola as follows:

1. The proposed amendments to the City Council policy folder regarding policy for filling a mayor or council vacancy is hereby approved.
2. The City Clerk is directed to update the City Council Policy Folder.

DATED this 21st day of July 2025.

Steve Richardson, Mayor

Jackie Raffety, City Clerk

City of Indianola, Iowa Policy And Procedures Filling a Mayor or Council Vacancy		Policy Number	Applicability Council
		Ordinance Ref	Iowa Code Reference 372.13
Effective Date	Related Policies	Responsibility	Authority

I. Purpose

If an elected official resigns from office before their term has expired, the City Council has an obligation to fill the vacancy in the manner set forth by Iowa Code 372.13(2). The City Council can choose to fill the vacancy by special election or appointment.

II. Policy

If the council passes a resolution to appoint a citizen to fill the vacant position, the following procedure is established for filling the position in a council meeting.

III. Definitions

IV. Procedure

- a. Schedule. The City Council shall establish a schedule for the following steps in the appointment process.
 - i. Date to issue a public announcement
 - ii. Deadline for candidates to submit an application
 - iii. Date of initial meeting for applicants to meet with the Mayor and City Council
 - iv. Date to appoint the new council member
- b. Public Announcement. Once established by the Council, the City Clerk, or their designee, shall issue a public announcement that a vacancy has occurred and

invite eligible persons to apply for the vacancy. This should be done in conjunction with the publication requirements set by State law.

- c. Notifications. The City Clerk will receive applications from those interested in filling the vacancy. After the application deadline, the City Clerk will provide a qualified applicants list and copies of the applications to the Mayor and City Council. The public will be provided with the list of applicant names after the application deadline; the names shall not be released before the deadline.
- d. City Council Applicant Review.
 - i. Each applicant will be allowed five (5) minutes for opening remarks.
 - ii. The City Council will interview each applicant, with each council member and mayor asking one question to the candidate.
 - 1. A limited number of follow-up questions are allowed.
 - 2. Each applicant should be asked the same questions.
 - iii. The applicants can be asked to wait in another room while one is being interviewed. After each applicant has been interviewed, they will all be asked to join the meeting again.
 - iv. The council will deliberate the applicants, stating out loud their preference.
 - 1. If an applicant is concerned that deliberation may harm them, they may request, in writing, a closed session. The council must determine that the applicant would be harmed if discussion were held in an open session. A closed session request can be denied if it is found it is not in compliance with open meeting laws.
- e. Votes. The first nominated and seconded eligible applicant receiving a majority of votes of the full council (4 out of 6) will be elected to fill the vacancy. If the motion fails, the floor will be open to another motion.
- f. The appointee shall take their oath of office once the resolution is signed by the Mayor or Mayor Pro Tem and within 10 days of the appointment (Iowa Code 63).
- g. If the council cannot reach a majority consensus within the time frame set by the Iowa Code, a resolution calling for a special election shall be passed.



MEMORANDUM

To: Mayor and City Council

From:

Date: July 21, 2025

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None