AGENDA
COUNCIL WORKSHOP
January 7, 2021
5:30 P.M.

(1) Hotel/Motel Request:
   (a) Lake Cooper Foundation
   (b) Keokuk Convention & Tourism
   (c) Rollin’ On The River

(2) Music Brings Life

(3) Review council meeting agenda.
BIG DAM STREET FESTIVAL

Dear Keokuk City Council,

The Big dam Street Festival would greatly appreciate your help again this coming August. *Asking for $5000.00 again.*

Last year we had to cancel our event due to Covid.

We did return the $5000.00 that we received from the City.

This will be our first year at the Riverfront.

We are very excited to move there!

We will have plenty more room for the carnival, vendors, games, and pedal car racing!

Once again, this year's entertainment will be free to everyone!

We promise the money will be used properly!

We are a all volunteer group that works hard for the city we love!

We are planning on August 26-28.

Thank you in advance,

Doug Matlick
Vice President
Lake Cooper Foundation

P.S. Any questions, please call me 319 795 7549
December 24, 2020

City of Keokuk
Attention: Cole O'Donnell
PO Box 400
Keokuk, IA 52632

Dear Cole,

This is in response to your letter dated December 15, 2020. The Keokuk Area Convention & Tourism Bureau is requesting support from the Hotel/Motel funds in the amount of $125,000.00. My appearance at the council workshop on January 7 has been scheduled.

If you have any questions or comments, please feel free to contact me.

Thank you,

Kirk Brandenberger, Executive Director
Keokuk Area Convention & Tourism Bureau
2021 Marketing Plan

J & A Printing
(Visitors Guide printing 2 years – 50,000) $11,000.00

Our Iowa
(6 ads per year) $3,420.00

Iowa Outdoors
(4 ad per year) $2,052.00

CMT Media Group
(Brochure Distribution) $6,200.00

Hannibal Tourism Racks $500.00

Digital Marketing $5,000.00

Daily Gate City $500.00

KOKX AM & FM $1,000.00

Partnering with Ft. Madison,
Montrose, Hamilton, Nauvoo and Niota $5,000.00
To begin a new marketing strategy promoting
The Lake Cooper Loop as a destination.
(Brochures, Digital Marketing, Promotion and Implementation)

$34,672.00
### 2021 Keokuk Area Convention & Tourism Bureau Budget

<table>
<thead>
<tr>
<th>Income</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel/Motel Tax</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$140.00</td>
</tr>
<tr>
<td>Misc</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Music Concert - Dailey &amp; Vincent</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Shuttle</td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td><strong>$161,140.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expense</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising-General Tourism</td>
<td>$17,500.00</td>
</tr>
<tr>
<td>Brochures &amp; Distribution-General Tourism</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Dues</td>
<td>$750.00</td>
</tr>
<tr>
<td>Foundation Support (Eagle Days &amp; Geode Fest)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Grant Fund</td>
<td>$700.00</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$2,940.00</td>
</tr>
<tr>
<td>Music Concert - Dailey &amp; Vincent</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>Office Insurance</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>Payroll - 1 fulltime - 1 part time &amp; misc. contract labor</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>$14,500.00</td>
</tr>
<tr>
<td>Postage</td>
<td>$750.00</td>
</tr>
<tr>
<td>Rent</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Shuttle</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Shuttle Insurance</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>Telephone &amp; Internet</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Travel/Meetings + Annual Conference</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Website</td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td><strong>$161,140.00</strong></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Advertising</td>
<td>$954</td>
</tr>
<tr>
<td>Future of Blues Workshops</td>
<td>$3000</td>
</tr>
<tr>
<td>Entertainment</td>
<td>$12,500</td>
</tr>
<tr>
<td>Lodging for Entertainers</td>
<td>$1500</td>
</tr>
<tr>
<td>Permits</td>
<td>$443</td>
</tr>
<tr>
<td>Insurance</td>
<td>$1263</td>
</tr>
<tr>
<td>Electricity</td>
<td>$2100</td>
</tr>
<tr>
<td>Postage</td>
<td>$100</td>
</tr>
<tr>
<td>Printing</td>
<td>$300</td>
</tr>
<tr>
<td>Stage Rental</td>
<td>$4900</td>
</tr>
<tr>
<td>Tent Rental</td>
<td>$900</td>
</tr>
<tr>
<td>Security</td>
<td>$300</td>
</tr>
<tr>
<td>Beverage Costs</td>
<td>$3200</td>
</tr>
<tr>
<td>Ice</td>
<td>$400</td>
</tr>
<tr>
<td>Merchandise</td>
<td>$2700</td>
</tr>
<tr>
<td>Misc.</td>
<td>$500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$35,060</strong></td>
</tr>
</tbody>
</table>
TO: Mayor and City Council
FROM: Cole S. O’Donnell
DATE: January 4, 2021
RE: Music Brings Life

We have discussed the proposed event at multiple sessions. The organizers need a decision very soon in order to secure an act for this year. Staff will be asking the Council to instruct staff to proceed or not proceed with presenting the contract for consideration.

Points for discussion:

- MBL needs the $75,000 to secure an act and will need to be paid up front.
- While the proposed contract requires MBL to secure insurance for a cancelled event that would return the City’s investment, there is no guarantee that the City would otherwise receive its investment back.
- Outside of the initial investment, there will be additional costs to the City for an event this size. Emergency services will be needed for a crowd of 5,000 plus and there will certainly be a need for the Public Works department to assist with set up and tear down.
- Staff received several emails that outlined concerns with the proposals. Understanding that while an act has yet to be secured and this limits the ability to set detailed plans, the concerns raised question the ability to secure an act of the quality necessary to make the event successful.

A copy of the draft contract is attached for informational purposes.
AGREEMENT

This Agreement is made and entered into on this ______ day of ____________, 202____ by and between Music Brings Life, Inc – New York, a New York Corporation, hereinafter referred to as MBL-NY and Music Brings Life – Iowa, an Iowa Corporation, hereinafter referred to as MBL-IA, hereinafter collectively referred to as Corporations, and the City of Keokuk, Iowa, a Municipal Corporation, hereinafter referred to as City and collectively referred to as Parties.

RECITALS

WHEREFORE, the Corporations hold “blood awareness” concerts with the goal of generating donations of pints of blood and educating young people on the importance of donating blood.

WHEREAS, the Corporations desire to produce a concert entitled “Music Brings Life Blood Awareness Concert” in the City to raise 5,000.00 or more pints of blood for the people of Keokuk and;

WHEREAS, the Corporations intend to attract a nationally known performer to perform at the concert and;

WHEREAS, in conjunction with the concert, the Corporations plan to produce “Heroes Donate Blood” assemblies and blood drives within the high schools and Southeastern Community College in Lee County, Iowa and;

WHEREAS, the Corporations seek an investment from the City in the amount of $75,000.00 to assist in the payment of expenses in the production of the concert and sponsoring the assemblies and,

WHEREAS, the City is willing to enter into this Agreement to provide to the Corporations the $75,000.00 investment in consideration of the terms and conditions and sharing of revenue and royalties as provided herein.

AGREEMENT

WHEREFORE, the Parties hereby agree as follows:

1. In consideration of the terms and conditions contained herein, the City shall provide to the Corporations a total payment of $75,000.00;

2. Prior to the City providing the sum mentioned in paragraph 1, the Corporations shall provide written proof of the following:

   a. MBL-NYʼs registration as a foreign corporation authorized to do business in Iowa;
b. MBL-IA’s Certificate of Incorporation from the Iowa Secretary of State;

c. A list of potential performing artists for the City to review for approval;

d. Written proof of Corporate sponsorships and the amount to which each sponsor has committed;

e. Confirmation of an insurance policy that covers and reimburses the City’s investment in the event the concert is cancelled due to Force Majeure and/or a pandemic including, but not limited to, Covid-19;

f. List of expenses for which the $75,000.00 investment will cover;

g. Confirmation of the concert site which is suitable to the City; and

h. Confirmation of a General Liability Insurance Policy for the concert site and assembly sites naming the City as an insured with limits of at least one (1) million/three (3) million;

3. In the event that the City makes the $75,000.00 payment mentioned in paragraph 1, the Corporations agree to the following:

   a. To pay to the City one-half (1/2) of the sponsor money as it is paid to the Corporations until the $75,000.00 is paid back in full;

   b. After payment of the $75,000.00 to the City, the City will receive twenty-five (25) percent of the Corporate sponsorship revenue after the expenses related to the concert have been covered and additionally twenty-five (25) percent of the gross net final sale of the television rights for the concert.

   c. The City has the right to review and/or audit the accounts of the Corporations related to the concert to be produced as set forth herein.

4. In the event that the Corporations have not provided all of the written confirmations as set forth in paragraph 2 above by December 31, 2021, this Agreement shall terminate on December 31, 2021. Furthermore, in the event that the Corporations have provided the written confirmation of the items set forth in paragraph 2 above and the Corporations have not put on a concert as contemplated herein by December 31, 2021, this Agreement shall terminate and the City shall be made whole by the Corporations with respect to its investment of $75,000.00.

   a. The Agreement can be extended for an additional twelve (12) months provided City and Corporations mutually agree in writing no less than ninety (90) days from termination date set forth in paragraph 4 above and with all conditions set forth therein. Said extension can only be
granted once, and if so granted, this Agreement shall terminate on December 31, 2022.

5. The Corporations agree to protect and hold the City, its agents, officers and employees harmless from any and all liability caused by the Corporations’ acts or omissions in the performance of this Agreement or for the acts or omissions of its agents, employees or officers or preforming artists. Corporations shall, at their sole expense, defend any actions against the City and pay any liability for lost to property and persons reasonably related to the performance of this Agreement.

6. This Agreement is solely with the Corporations and no such sale, assignment, transfer or conveyance, in whole or in part, shall be permitted without the written consent of the City. Any attempt to sell, assign, transfer or convey the Agreement without the consent of the City shall be a breach of this Agreement by the Corporations.

7. Any failure of the Corporations to perform their duties and responsibilities under any clause of this Agreement shall constitute a material breach of contract and the City may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by City to proceed with action following a breach shall not be deemed to be a waiver of the same. In addition to the foregoing remedies, City may elect to terminate this Agreement upon ten (10) days written notice for breach of any of its terms by Corporations unless the defect or nonperformance is remedied by the Corporations.

8. This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements except those attached hereto, which shall become a part of this Agreement.

9. The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties’ intent that such provision be changed in scope by the Court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of the Agreement will in no way be affected, impaired or invalidated as a result.

10. The title of this Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

11. This Agreement shall be governed by the laws of the State of Iowa.
12. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a Waiver of any subsequent breach.

13. This Agreement may be amended at anytime by a written instrument agreed to by all Parties.

14. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney’s fees incurred in connection with legal proceeding. The term “prevailing party” shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the _____ day of _________________, 202____:

Music Brings Life, Inc – New York
a New York Corporation

By: ____________________________
    ____________________________, Its _______________________

Music Brings Life – Iowa
an Iowa Corporation

By: ____________________________
    ____________________________, Its _______________________

City of Keokuk, Iowa
a Municipal Corporation

By: ____________________________
    Thomas L. Richardson, its Mayor
AGENDA
CITY COUNCIL MEETING
January 7, 2021
500 N. 20th Street
6:30 P.M.

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Mayor’s Correspondence:

5. Citizen’s Request.

6. Consent Agenda.
   - Minutes of the Council Workshop and Regular City Council meeting of December 17, 2020;
   - Minutes of the Safety Committee meeting of October 27 and November 24, 2020;
   - Minutes of the Civil Service Commission meeting of November 16 and December 21, 2020 including promotional certified list;
   - Approving a Liquor License for Columbian Room, 11 North 6th, effective January 20, 2021 – Class C Liquor License with Sunday Sales;
   - Motion to pay bills and transfers listed in Register No.’s 5118-5186;

7. (a) Now is the time and place for a public hearing authorizing notice to property owners of proposed decision to acquire property by condemnation. A public hearing notice was published in the Daily Gate City on Wednesday, December 30, 2020.

   (b) Consider resolution authorizing acquisition of 365 Carbide Lane through use of eminent domain.

8. Consider resolution adopting the Fiscal Year 2022-2026 Capital Improvement Plan.

9. Consider resolution approving plans, specifications, architect’s cost estimate, and form of contract and awarding contract for the City Hall Project.

10. Consider resolution authorizing the filing of an application for Paul Bruhn rural heritage revitalization grant from the State of Iowa.

11. Consider resolution approving contract with the Iowa Dept. of Natural Resources (IDNR) Iowa Brownfield Redevelopment Program Community Assistance Grant.


13. Staff Reports:

14. New Business:

15. Closed Session under Code of Iowa Sec. 21.5 (i) To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.

16. Adjourn meeting.
MEETING MINUTES
COUNCIL WORKSHOP
December 17, 2020
5:30 p.m.

Present in person: Richardson, O’Connor, Altheide, Andrews, Marsden, Bryant.

Present by remote connection: Helenthal, Dunek
Absent: Payne, Dade

Staff present in person: O’Donnell, Ludwig, Broomhall
Staff Present by remote connection: R. Helenthal, Hinton, Weis

1) Reviewed the 2022-2026 Capital Improvement Plan.

2) Reviewed the council meeting agenda.

3) Adjourned at 6:22 p.m.
The City Council of the City of Keokuk met in regular session on December 17, 2020 at 500 N. 20th Street. Mayor Thomas L. Richardson called the meeting to order at 6:30 p.m. There were seven council members present, two absent. Mike O’Connor, Linda Altheide, Steve Andrews, Linda Marsden, and Roger Bryant were present in person. John Helenthal and Susan Dunek were present by phone. Ron Payne and Devon Dade were absent. Staff in attendance: City Administrator Cole O’Donnell, City Clerk Jean Ludwig and Community Development Director Pam Broomhall were present in person. Public Works Director Robert Helenthal, Bridge, Park, Cemetery and Sanitation Manager Bob Weis and Police Chief Dave Hinton were present by phone. All measures will be by roll call.

MAYOR'S CORRESPONDENCE: Noted wreaths have been laid at the National Cemetery. City of Christmas has had over 14,000 visitors.

CITIZEN’S REQUEST: Joe Shuman said homes have been judged in the Christmas Lighting contest and will be announced tomorrow.

Motion made Altheide, second by O’Connor to approve the agenda, including the consent agenda. (7) AYES, (0) NAYS. Motion carried.

- Minutes of the Regular City Council meeting of December 3, 2020;
- Cash Receipts and Treasurer’s Report for November 2020;
- RESOLUTION NO. 190-20: Approving a Liquor License for Hy-Vee, Inc., 3111 Main Street, effective January 2, 2021 – Class E Liquor License with Class B Wine Permit with Sunday Sales;
- Motion to pay bills and transfers listed in Register No.’s 5181-5183;

Mayor Richardson opened the public hearing at 6:36 p.m. amending Title 20, Section 20.40.020 by adding microbrewery and brew pub as allowable uses and to add related definitions in Chapter 20.12 of the Keokuk Municipal Code. A public hearing notice was published in the Daily Gate City on Thursday, December 10, 2020.

COMMENTS: Community Development Director Broomhall said the Planning Commission had reviewed and approved the request. Mike Greenwald of 12 Stoneridge spoke in favor of changing the ordinance and supporting small businesses.

No further comments were received, Mayor Richardson closed the public hearing at 6:38 p.m.

Motion made by O’Connor, second by Bryant to approve the initial reading of an Ordinance amending Title 20 Zoning, of the Keokuk Municipal Code including Chapter 20.12, definitions relating to bars, brew pub, microbrewery and restaurant and Chapter 20.40, C-2, general commercial zoning district by adding bars, brew pub and microbrewery to Section 20.40.020 use regulations.

ROLL CALL VOTE: (7) AYES – O’Connor, Altheide, Andrews, Marsden, Bryant, Helenthal and Dunek. (0) NAYS. Motion carried.

Motion made by O’Connor, second by Helenthal to waive the 2nd & 3rd / final reading of an Ordinance amending Title 20 Zoning, of the Keokuk Municipal Code including Chapter 20.12, definitions relating to bars, brew pub, microbrewery and restaurant and Chapter 20.40, C-2, general commercial zoning district by adding bars, brew pub and microbrewery to Section 20.40.020 use regulations.
ROLL CALL VOTE: (7) AYES – O’Connor, Altheide, Andrews, Marsden, Bryant, Helenthal and Dunek. (0) NAYS. Motion carried.

Motion made by Helenthal, second by O’Connor to adopt & give final approval for ORDINANCE NO. 2012: Amending Title 20 Zoning, of the Keokuk Municipal Code including Chapter 20.12, definitions relating to bars, brew pub, microbrewery and restaurant and Chapter 20.40, C-2, general commercial zoning district by adding bars, brew pub and microbrewery to Section 20.40.020 use regulations. (7) AYES, (0) NAYS. Motion carried.

Mayor Richardson opened the public hearing at 6:40 on the Fiscal Year 2022-2026 Capital Improvement Plan. A public hearing notice was published in the Daily Gate City on Tuesday, December 8, 2020.

COMMENTS: O’Donnell said not a lot of new items have been added for F/Y26. There will be some continuing projects. He also noted he would seek the help of a financial advisor for General and Bridge funds.

No further comments were received, Mayor Richardson closed the public hearing at 6:41 p.m.

Mayor Richardson opened the public hearing at 6:41 p.m. on plans, specifications, contract & architect cost estimates and indication of apparent low bidder for the City Hall Project. A public hearing notice was published in the Daily Gate City on Tuesday, December 8, 2020.

COMMENTS: Schickedanz Construction was the apparent low bidder and is under the architect’s estimate. A/V equipment will be bid separately.

No further comments were received, Mayor Richardson closed the public hearing at 6:44 p.m.

Motion made by O’Connor, second by Bryant to approve the following proposed RESOLUTION NO. 191-20: “A RESOLUTION AFFIRMING CONSIDERATION OF ACQUISITION OF PROPERTY BY EMINENT DOMAIN AND CORRECTING LEGAL DESCRIPTION OF PROPERTY.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Marsden to approve the following proposed RESOLUTION NO. 192-20: “A RESOLUTION SETTING A PUBLIC HEARING AND AUTHORIZING NOTICE TO PROPERTY OWNERS OF PROPOSED DECISION TO AQUIRE PROPERTY BY CONDEMNATION.” (7) AYES, (0) NAYS. Motion carried.


Final Report of Nomination of Judy McDonald to the Convention and Tourism Bureau. Motion to approve by Bryant, second by Marsden. (7) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: O’Donnell reported on a possible buyer for the Baymont Motel, and city office staff “adopting” a family for Christmas.

There being no further business, Mayor Richardson adjourned the meeting at 6:54 p.m.
Meeting called to order at 8:30 am.

**In Attendance:** O'Donnell, Ludwig, Mortimer, Schmitt, Reiter, Weirather, Ketterer, Wills, Johnson, Helenthal

Ludwig read the minutes from the September meeting. Ludwig noted a change in date for the meeting. Motion to approve by Weirather, second by Ketterer. Approved.

**OLD BUSINESS:**

**Job Hazard Analysis:** Have not heard anything from Dave Rector on JHA’s. Ludwig will follow up.

**Reschedule CPR training for final group:** Still on hold until corona virus situation settles.

**NEW BUSINESS:**

No “near miss” items that need attention were reported.

There have been no Company Nurse reports since the last meeting.

October Safety training was Safe Driving. Eight employees also attended Forklift Operator training: Jon Marshall, Brett Abston, Raymond Ott, Robert Helenthal, Jim Johnson, Tom Wills, Matt Briggs and Daniel Crenshaw.

Training schedule for the remainder of the year is:
- November 10 – Hearing Conservation
- December 8 – Traffic Control

Employees will be required to wear a mask at the training sessions. SCC will continue to screen employees before entering the room. We will try to keep on schedule, but postponements may be necessary due to the virus.

Discussed monthly department audit reports. Audits were turned in by Street & Water Pollution Control Departments. Helenthal said he had other forms that he did not get turned in on time.

Ludwig presented a new form for the department audits with monthly, quarterly, and yearly sections. Discussed the proposed training schedule from SCC and will consider adding Confined Space and Fire Safety in conjunction with the Fire Department as additional training.

Discussed daily check lists for vehicles. Ketterer said they use them in the Street Department. Helenthal would like them used in all Departments and said they should be kept for one year.

Discussed Emergency Plans for all Departments.

Discussed annual crane and hoist inspections.

**SET THE DATE** for the next meeting: Tuesday, November 24, 2020 at 8:30am in the conference room at city offices.

**MOTION TO ADJOURN** by Schmitt, second by Johnson. Adjourned at 8:55AM.

Submitted by Jean Ludwig, Safety Committee
CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Tuesday, November 24, 2020
8:30AM

Meeting called to order at 8:30 am.

In Attendance: O'Donnell, Ludwig, Schmitt, Weirather, Ketterer, Johnson

Ludwig read the minutes from the October meeting. No corrections or additions were noted. Motion to approve by Weirather, second by Ketterer. Approved.

OLD BUSINESS:

Job Hazard Analysis: Have not heard anything from Dave Rector on JHA’s.

Reschedule CPR training for final group: Still on hold until corona virus situation settles.

NEW BUSINESS:

No “near miss” items that need attention were reported.

There have been no Company Nurse reports since the last meeting.

November training topic was Hearing Conservation.

Training schedule for the remainder of the year is:
- December 8 – Traffic Control

Employees will be required to wear a mask at the training sessions. SCC will continue to screen employees before entering the room. We will try to keep on schedule, but postponements may be necessary due to the virus.

Personal Protective Equipment will replace Hazardous Waste Operations in February. Most of the Hazardous Waste Operations will be covered in October Hazcom Training. We will consider adding Confined Space and Fire Safety in conjunction with the Fire Department as additional training.

<table>
<thead>
<tr>
<th>City of Keokuk</th>
<th>Monthly Safety Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td>Ergonomics</td>
</tr>
<tr>
<td>Feb</td>
<td><strong>Personal Protective Equipment</strong></td>
</tr>
<tr>
<td>Mar</td>
<td>Machine Guarding</td>
</tr>
<tr>
<td>Apr</td>
<td>Material Handing</td>
</tr>
<tr>
<td>May</td>
<td>Hand &amp; Portable Power Tools</td>
</tr>
<tr>
<td>Jun</td>
<td>NFPA 70E Arc Flash</td>
</tr>
<tr>
<td>Jul</td>
<td>Ladder Safety</td>
</tr>
<tr>
<td>Aug</td>
<td>Respiratory Safety</td>
</tr>
</tbody>
</table>

(OVER)
Discussed monthly department audit reports. Audits were turned in by Street/Vehicle Maint., Water Pollution Control, Sewer, Cemetery, Bridge, Park, and Sanitation Departments. Things to follow up on: **No OSHA Posting at Sewer, Exit Lights not working in gas storage room and no exit signs in round building at Cemetery, no Emergency Plans for any Departments.** Updated Audit forms will be available for January 1

Helenthal was not at the meeting to give an update on vehicle checklists.

Discussed Emergency Plans for all Departments. Cole said he and Robert will work on plans.

**OTHER BUSINESS:** O’Donnell reminded employees to check their ice cleats. If worn, replace them. If there are not any in your department, there is a supply at city hall. We will order more as needed.

**SET THE DATE** for the next meeting: Tuesday, January 19, 2020 at 8:30am in the conference room at city offices.

**MOTION TO ADJOURN** by Schmitt, second by Johnson. Adjourned at 8:45AM.

Submitted by Jean Ludwig, Safety Committee
MEETING MINUTES
KEOKUK CIVIL SERVICE COMMISSION
MONDAY, NOVEMBER 16, 2020

The Keokuk Civil Service Commission met following promotional tests for the rank of Detective at 6:40pm on November 17. Commissioners Campbell and Tillman were present. Commissioner Shaffer-Smith was absent.

Six officers signed up to take the test: Tanner Walden, Jussy Mortimer, Brad Johnson, Josh Kite, Mia Cooper and Greg Hymes. Officer Matt Murphy signed up but was not eligible due to not having enough years with the department. Officer Tanner Walden has recently been promoted to the rank of Sergeant, so did not have to take the test. Officer Cooper was on vacation and Officer Hymes was absent on medical leave. Officer Mortimer was absent.

Minutes of the October 3, 2020 meeting were read and approved.

Officers Josh Kite and Brad Johnson passed the Detective test. Motion and second to approve them as eligible for the rank of Detective.

Due to the COVID situation, Commissioners approved a makeup test for the rank of Detective. Chief Hinton is to make a recommendation on a new date. Commissioners would like to keep testing sessions to a minimum.

Motion and second to adjourn at 6:44pm.

Respectfully submitted by

Dan Tillman, Keokuk Civil Service Commission
MEETING MINUTES
KEOKUK CIVIL SERVICE COMMISSION
DECEMBER 21.2020
2:00PM

The Keokuk Civil Service Commission met by electronic means on December 21, 2020 at 2:00pm. In attendance were Commissioners Dan Tillman and Chad Campbell. City Clerk Jean Ludwig was also in attendance. Commissioner Shaffer-Smith was absent.

Ludwig read the minutes from the November 16, 2020 meeting. Tillman made a motion to approve the minutes as read. Second by Campbell. Motion approved.

Commissioners discussed test scores. Ludwig suggested combining the two detective test scores that were already certified on November 17 with the two scores from the December 14 test to make one certified list.

Discussed Sergeant and Captain tests. Sergeant tests were given on December 7. With a passing score being 70%, only three of the six officers passed the Sergeant test. Captain tests were given on December 8. None of the seven officers passed the Captain test. Commissioners discussed grading the tests on a curve. Tillman suggested grading both tests on a curve, Campbell agreed. Motion by Tillman, second by Campbell to grade Sergeant and Captain tests on a curve. Motion approved. Ludwig will prepare the certified lists and Commissioner Tillman will come to city hall to sign them.

Discussed upgrading Civil Service rules. Tillman suggested that Ludwig highlight items that may need to be updated. Possible updates will be reviewed, then sent to the City Attorney for his opinion.

There being no further business, Tillman made a motion to adjourn, second by Campbell. Motion approved. Meeting adjourned at 2:23pm

Respectfully submitted by
Jean Ludwig, Clerk
CIVIL SERVICE COMMISSION
CITY OF KEOKUK
PROMOTIONAL TESTING


IN ALPHABETICAL ORDER:

MIA COOPER
GREG HYMES
BRADLEY JOHNSON
JOSHUA KITE

DATED AT KEOKUK, IOWA THIS 23 DAY OF DECEMBER 2020.

[Signature]
Dan Tillman
Keokuk Civil Service Commission
CIVIL SERVICE COMMISSION
CITY OF KEOKUK
PROMOTIONAL TESTING


IN ALPHABETICAL ORDER:

MIA COOPER
STEVEN DRAY
GREG HYMES
BRADLEY JOHNSON
JOSHUA KITE
ANDREW WHITAKER

DATED AT KEOKUK, IOWA THIS 23 DAY OF DECEMBER 2020.

[Signature]
DAN TILLMAN
KEOKUK CIVIL SERVICE COMMISSION

P.O. BOX 400 KEOKUK, IA 52632
PHONE 319-524-2050 • FAX 319-524-1365 • WWW.CITYOFKEOKUK.ORG
CIVIL SERVICE COMMISSION
CITY OF KEOKUK
PROMOTIONAL TESTING


IN ALPHABETICAL ORDER:

MIA COOPER
STEVEN DRAY
GREG HYMES
BRADLEY JOHNSON
JEFFREY MULLIN
TANNER WALDEN
ANDREW WHITAKER

DATED AT KEOKUK, IOWA THIS 23 DAY OF DECEMBER 2020.

[Signature]
DAN TILLMAN
KEOKUK CIVIL SERVICE COMMISSION

P.O. BOX 400 KEOKUK, IA 52632
PHONE 319-524-2050 • FAX 319-524-1365 • WWW.CITYOFKEOKUK.ORG
RESOLUTION NO.

WHEREAS, Application has been made by Columbian Room of Keokuk for a Class C Liquor License with Outdoor Service and Sunday Sales for Columbian Room, 11 N. 6th Street; AND

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; AND

WHEREAS, such an investigation has been conducted.

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

THAT, Columbian Room of Keokuk has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Outdoor Service and Sunday Sales for Columbian Room, 11 N. 6th Street, effective January 20, 2021, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 7th day of January, 2021.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: ________________________________
JEAN LUDWIG, CITY CLERK
PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS
FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF

REGISTER NO. 5184

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHLERS &amp; COONEY, P.C.</td>
<td>PROFESSIONAL SERVICES</td>
<td>$100.00</td>
</tr>
<tr>
<td>AMI PIPE &amp; SUPPLY</td>
<td>SUPPLIES</td>
<td>$1,137.60</td>
</tr>
<tr>
<td>BARCO MUNICIPAL PRODUCTS, Inc.</td>
<td>SIGNS/FREIGHT</td>
<td>$1,206.40</td>
</tr>
<tr>
<td>BEARING HEADQUARTERS CO.</td>
<td>PARTS</td>
<td>$31.36</td>
</tr>
<tr>
<td>KEOKUK MUNICIPAL WATER WORKS</td>
<td>SEWER/GARbage BILLING</td>
<td>$5,595.00</td>
</tr>
<tr>
<td>GRAY QUARRIES, INC</td>
<td>ROADROCK</td>
<td>$389.15</td>
</tr>
<tr>
<td>JIM BAIER, INC</td>
<td>RETURN CREDIT</td>
<td>$(62.28)</td>
</tr>
<tr>
<td>RIVER CITY PARTS, INC.</td>
<td>PARTS</td>
<td>$35.40</td>
</tr>
<tr>
<td>LAWSON PRODUCTS, INC.</td>
<td>SUPPLIES</td>
<td>$253.73</td>
</tr>
<tr>
<td>KERR FABRICATORS, INC.</td>
<td>PARTS/SUPPLIES</td>
<td>$32.24</td>
</tr>
<tr>
<td>J &amp; S ELECTRONICS BUSINESS, INC</td>
<td>MAINTENANCE AGREEMENT</td>
<td>$155.81</td>
</tr>
<tr>
<td>S. J. SMITH WELDING SUPPLY</td>
<td>TANK RENTAL</td>
<td>$303.51</td>
</tr>
<tr>
<td>BAKER &amp; TAYLOR BOOKS</td>
<td>BOOKS KEOKUK PUBLIC LIBRARY</td>
<td>$892.44</td>
</tr>
<tr>
<td>ALLIANT</td>
<td>ELECTRIC BILL</td>
<td>$46,028.92</td>
</tr>
<tr>
<td>CENTURY LINK</td>
<td>GRAND THEATER SERVICE</td>
<td>$179.53</td>
</tr>
<tr>
<td>GREAT RIVER REGIONAL WASTE</td>
<td>INTEGRATED WASTE SERVICES</td>
<td>$1,538.99</td>
</tr>
<tr>
<td>PILOT GROVE SAVINGS BANK</td>
<td>RENT</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>LEE COUNTY RECORDER/REGISTRAR</td>
<td>DOCUMENT RECORDING</td>
<td>$147.00</td>
</tr>
<tr>
<td>MIDLAND SCIENTIFIC, INC</td>
<td>LAB SUPPLIES</td>
<td>$87.62</td>
</tr>
<tr>
<td>TRUCK REPAIR, INC</td>
<td>PARTS</td>
<td>$255.74</td>
</tr>
<tr>
<td>KEOKUK CONTRACTORS, INC</td>
<td>LABOR/MATERIALS</td>
<td>$15,798.00</td>
</tr>
<tr>
<td>SOUTHEASTERN COMMUNITY COLLEGE</td>
<td>CLASSES</td>
<td>$5,919.40</td>
</tr>
<tr>
<td>GATE CITY SEED COMPANY</td>
<td>SUPPLIES</td>
<td>$6.99</td>
</tr>
<tr>
<td>HUFFMAN MACHINE &amp; WELDING, INC</td>
<td>SUPPLIES/PARTS</td>
<td>$396.36</td>
</tr>
<tr>
<td>ENDERLE HEATING &amp; A/C COMPANY</td>
<td>MATERIALS/LABOR</td>
<td>$369.63</td>
</tr>
<tr>
<td>VEEENSTRA &amp; KIMM, INC.</td>
<td>PROFESSIONAL SERVICES</td>
<td>$69,771.00</td>
</tr>
<tr>
<td>HILL PRINTING</td>
<td>GARBAGE CALENDARS</td>
<td>$1,091.26</td>
</tr>
<tr>
<td>IOWA DIVISION OF LABOR SERVICE</td>
<td>LIBRARY BOILER INSPECTION</td>
<td>$135.00</td>
</tr>
<tr>
<td>PER MAR SECURITY SERVICES</td>
<td>SECURITY MONITORING</td>
<td>$206.94</td>
</tr>
<tr>
<td>OVERHEAD DOOR COMPANY OF</td>
<td>SERVICE/LABOR/MATERIALS</td>
<td>$1,121.72</td>
</tr>
<tr>
<td>KNAPEHIDE TRUCK EQ CENTER</td>
<td>PARTS</td>
<td>$138.88</td>
</tr>
<tr>
<td>MID-STATES ORGANIZED CRIME</td>
<td>MEMBERSHIP FEE KPD</td>
<td>$150.00</td>
</tr>
<tr>
<td>IOWA PRISON INDUSTRIES</td>
<td>SIGNS FREIGHT</td>
<td>$36.55</td>
</tr>
<tr>
<td>U.S. CELLULAR</td>
<td>CELL PHONE SERVICE</td>
<td>$568.94</td>
</tr>
<tr>
<td>MIDWEST BREATHING AIR L.L.C.</td>
<td>SEMI ANNUAL AIR TEST FIRE DEPT</td>
<td>$179.85</td>
</tr>
<tr>
<td>FASTENAL COMPANY</td>
<td>PARTS/SUPPLIES</td>
<td>$1,619.82</td>
</tr>
<tr>
<td>JAMES K. NEFF</td>
<td>LABOR/MATERIALS</td>
<td>$2,304.35</td>
</tr>
<tr>
<td>POEPPING, STONE, BACH ASSOC.</td>
<td>DRAWINGS</td>
<td>$237.26</td>
</tr>
<tr>
<td>USA BLUE BOOK</td>
<td>WPC SUPPLIES/MATERIALS</td>
<td>$746.62</td>
</tr>
<tr>
<td>FRANK MILLARD &amp; CO., INC.</td>
<td>LABOR @ LIBRARY</td>
<td>$162.00</td>
</tr>
<tr>
<td>BOOKPAGE</td>
<td>LIBRARY ANNUAL SUBSCRIPTION</td>
<td>$354.00</td>
</tr>
<tr>
<td>Company Name</td>
<td>Category</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>---------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>AUTOZONE</td>
<td>PARTS/SUPPLIES</td>
<td>$429.47</td>
</tr>
<tr>
<td>KEOKUK FARM &amp; HOME SUPPLY</td>
<td>SUPPLIES</td>
<td>$1,916.83</td>
</tr>
<tr>
<td>DOUBLE A&quot; GLASS L.L.C.</td>
<td>LABOR/MATERIALS</td>
<td>$6,486.14</td>
</tr>
<tr>
<td>REECE'S HEATING &amp; AIR</td>
<td>SERVICE CALL @ POLICE DEPT</td>
<td>$133.50</td>
</tr>
<tr>
<td>WISS &amp; WISS EQUIPMENT INC.</td>
<td>PARTS</td>
<td>$201.36</td>
</tr>
<tr>
<td>WAL-MART COMMUNITY/GECRB</td>
<td>SUPPLIES</td>
<td>$150.64</td>
</tr>
<tr>
<td>TOTAL SOLUTIONS, INC.</td>
<td>IT SERVICES</td>
<td>$599.21</td>
</tr>
<tr>
<td>DISCOUNT TIRE &amp; SERVICE</td>
<td>TIRES</td>
<td>$1,015.96</td>
</tr>
<tr>
<td>POLYDyne, INC.</td>
<td>POLYMER - WPC</td>
<td>$32,137.44</td>
</tr>
<tr>
<td>O'REILLY AUTOMOTIVE INC.</td>
<td>PARTS</td>
<td>$2,031.58</td>
</tr>
<tr>
<td>SYNCB/AMAZON</td>
<td>LIBRARY SUPPLIES'</td>
<td>$494.90</td>
</tr>
<tr>
<td>SCHIMBERG CO.</td>
<td>PARTS/MATERIALS</td>
<td>$357.71</td>
</tr>
<tr>
<td>EMC NATIONAL LIFE COMPANY</td>
<td>INSURANCE PREMIUM</td>
<td>$1,182.00</td>
</tr>
<tr>
<td>MEDIACOM</td>
<td>SERVICE</td>
<td>$613.44</td>
</tr>
<tr>
<td>OMNI-SITE.NET</td>
<td>ANNUAL MONITORING FEE</td>
<td>$5,733.00</td>
</tr>
<tr>
<td>LCL FARMS INC.</td>
<td>BIO SOLID TRUCKING/SPREADING</td>
<td>$17,510.00</td>
</tr>
<tr>
<td>SERVICEMASTER OF FT.MADISON</td>
<td>JANITORIAL SERVICE @ POLICE PD</td>
<td>$429.92</td>
</tr>
<tr>
<td>MUNICIPAL EMERGENCY SERVICES</td>
<td>NAME BAR POLICE DEPT</td>
<td>$25.00</td>
</tr>
<tr>
<td>IOWA NARCOTICS OFFICERS ASSOC.</td>
<td>MEMBERSHIP</td>
<td>$25.00</td>
</tr>
<tr>
<td>IA DEPT.OF NATURAL RESOURCES</td>
<td>AIRPORT TANK FEE</td>
<td>$130.00</td>
</tr>
<tr>
<td>IMI EQUIPMENT, LLC</td>
<td>PARTS</td>
<td>$842.52</td>
</tr>
<tr>
<td>VISA</td>
<td>CARD SERVICES</td>
<td>$1,337.84</td>
</tr>
<tr>
<td>SCHUMACHER ELEVATOR COMPANY</td>
<td>LIBRARY MAINTENANCE</td>
<td>$432.24</td>
</tr>
<tr>
<td>RELIABLE PEST SOLUTIONS</td>
<td>SERVICE KEOKUK PUBLIC LIBRARY</td>
<td>$14.50</td>
</tr>
<tr>
<td>BRITE-WAY WINDOW SERVICE</td>
<td>SERVICE KEOKUK PUBLIC LIBRARY</td>
<td>$16.00</td>
</tr>
<tr>
<td>MACQUEEN EQUIPMENT, INC.</td>
<td>PARTS/FREIGHT</td>
<td>$262.07</td>
</tr>
<tr>
<td>TWO RIVERS VETERINARY CENTER</td>
<td>ANIMAL SERVICES</td>
<td>$370.75</td>
</tr>
<tr>
<td>WEST CENTRAL FS INC.</td>
<td>DIESEL EXHAUST FLUID</td>
<td>$402.38</td>
</tr>
<tr>
<td>INTERSTATE BATTERIES OF</td>
<td>BATTERIES</td>
<td>$703.70</td>
</tr>
<tr>
<td>VERIZON WIRELESS</td>
<td>CELL PHONE SERVICE</td>
<td>$88.95</td>
</tr>
<tr>
<td>BERGMAN FARM SUPPLY, INC.</td>
<td>TRAILER</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>IOWA LAW ENFORCEMENT ACADEMY</td>
<td>ADMIN FEE</td>
<td>$125.00</td>
</tr>
<tr>
<td>GOODWIN TUCKER</td>
<td>WPC SUPPLIES/MATERIALS</td>
<td>$147.36</td>
</tr>
<tr>
<td>RNJ'S DISTRIBUTION INC.</td>
<td>WATER + FUEL SURCHARGE</td>
<td>$84.90</td>
</tr>
<tr>
<td>LIBERTY UTILITIES MIDSTATES</td>
<td>SERVICE</td>
<td>$1,991.01</td>
</tr>
<tr>
<td>DOUG SEABOLD</td>
<td>REIMB. TOOL ALLOWANCE</td>
<td>$118.05</td>
</tr>
<tr>
<td>DIANNE STANLEY</td>
<td>MONTHLY MANAGER FEE @ GRAND</td>
<td>$342.25</td>
</tr>
<tr>
<td>JEFFREY JOE HERR</td>
<td>SECURE/CLEAN VARIOUS PROPERTY</td>
<td>$380.00</td>
</tr>
<tr>
<td>LABCONCO CORP.</td>
<td>LAB SUPPLIES - WPC</td>
<td>$23.67</td>
</tr>
<tr>
<td>CINTAS CORPORATION #342</td>
<td>UNIFORM SERVICES</td>
<td>$5,016.60</td>
</tr>
<tr>
<td>RICOH USA, INC.</td>
<td>KEOKUK PUBLIC LIBRARY</td>
<td>$7.13</td>
</tr>
<tr>
<td>TSS</td>
<td>DRUG TESTING SERVICES</td>
<td>$63.00</td>
</tr>
<tr>
<td>VISA</td>
<td>CARD SERVICES</td>
<td>$1,539.47</td>
</tr>
<tr>
<td>FP MAILING SOLUTIONS</td>
<td>LIBRARY POSTAGE METER</td>
<td>$89.85</td>
</tr>
<tr>
<td>QUINCY MEDICAL GROUP</td>
<td>MEDICAL SERVICES</td>
<td>$30.00</td>
</tr>
<tr>
<td>Company</td>
<td>Services/Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>ZONES INC</td>
<td>KEOKUK POLICE DEPT</td>
<td>$1,599.92</td>
</tr>
<tr>
<td>POWER PROCESS EQUIPMENT INC</td>
<td>WPC SUPPLIES/MATERIALS</td>
<td>$3,536.66</td>
</tr>
<tr>
<td>INDI WIND, INC</td>
<td>SUPPLIES/MATERIALS</td>
<td>$386.00</td>
</tr>
<tr>
<td>JOHNSON CONTROLS</td>
<td>EXCHANGE ST FIRE ALARM SERVICE</td>
<td>$2,117.00</td>
</tr>
<tr>
<td>LIONS CLUB INTERNATIONAL</td>
<td>MEMBERSHIP DUES</td>
<td>$100.00</td>
</tr>
<tr>
<td>JOSEPH FIERCE</td>
<td>GRAND THEATER JANITORIAL</td>
<td>$206.00</td>
</tr>
<tr>
<td>STEVEN R LONG</td>
<td>CITY HALL JANITORIAL SERVICE</td>
<td>$450.00</td>
</tr>
<tr>
<td>AC CONTRACTING LLC</td>
<td>LABOR/MATERIALS</td>
<td>$41,262.00</td>
</tr>
<tr>
<td>HORIZON ARCHITECTURE</td>
<td>PROFESSIONAL SERVICES CITYHALL</td>
<td>$3,556.48</td>
</tr>
<tr>
<td>QUADIENT FINANCE USA, INC</td>
<td>REFILL POSTAGE</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>WALZ LABEL AND MAILING SYSTEMS</td>
<td>POSTAGE METER SUPPLIES</td>
<td>$340.73</td>
</tr>
<tr>
<td>BTE GLOBAL LTD LC</td>
<td>MOWING VARIOUS PROPERTIES</td>
<td>$228.90</td>
</tr>
<tr>
<td>MORTON BUILDINGS, INC</td>
<td>FINAL PAYMENT</td>
<td>$1,247.00</td>
</tr>
<tr>
<td>LIVE VOICE</td>
<td>ANSWERING SERVICE</td>
<td>$361.73</td>
</tr>
<tr>
<td>JOHNSTON HY-VEE</td>
<td>BASIC ACADEMY MEAL SERVICE</td>
<td>$1,613.50</td>
</tr>
<tr>
<td>BROWNWINICK LAW</td>
<td>PROFESSIONAL SERVICES</td>
<td>$575.00</td>
</tr>
<tr>
<td>ADVANCED RADIOLOGY SC</td>
<td>MEDICAL SERVICES</td>
<td>$2.50</td>
</tr>
<tr>
<td>MARTINA MATHISEN</td>
<td>LIBRARY SERVICES</td>
<td>$100.00</td>
</tr>
<tr>
<td>QUINCY PETERBILT</td>
<td>PARTS</td>
<td>$278.34</td>
</tr>
<tr>
<td>TEAM LAB</td>
<td>WPC SUPPLIES/MATERIALS</td>
<td>$1,425.00</td>
</tr>
<tr>
<td>TYLER GRAY</td>
<td>UNIFORM ALLOWANCE</td>
<td>$900.00</td>
</tr>
<tr>
<td>TRI-CITY ELECTRIC</td>
<td>LABOR/MATERIALS @ WPC</td>
<td>$540.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$319,981.83</td>
</tr>
</tbody>
</table>
COUNCIL ACTION FORM

Date: January 7, 2021
Presented By: O’Donnell

Subject: Eminent Domain 365 Carbide Lane  Agenda Item: 

Description:
The public hearing and resolution are part of the final steps in acquiring 365 Carbide Lane by eminent domain. Doing so will allow the City to complete the Phase I Environmental study and being able to apply for further assistance in Phase II and III studies, as well as, funds for remediation. By acquiring the property through eminent domain, the City is relieved of certain obligations for possible contamination of the property which the City would otherwise be responsible for under other means of acquisition.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: ___________________________ Title: _____________________________

Amount Budgeted: _____________________________

Actual Cost: _____________________________

Under/Over: _____________________________

Funding Sources:

________________________________________________

________________________________________________

Departments:

________________________________________________

________________________________________________

Is this item in the CIP? YES ☐ NO ☐  CIP Project Number: ___________________________
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation:
Staff recommends approval

Required Action

ORDINANCE☐ RESOLUTION☑ MOTION☐ NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: ___________________   SECONDED BY: ___________________

TO _____________________________________________________________

_____________________________________________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Altheide</th>
<th>Andrews</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Helenthal</th>
<th>Marsden</th>
<th>O’Connor</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING ACQUISITION OF 365 CARBIDE LANE THROUGH USE OF EMINENT DOMAIN

WHEREAS, the City Council of the City of Keokuk, Iowa has heretofore authorized use of powers of eminent domain in a project known as the Blight Remediation Project at 365 Carbide Lane (the “Project”), and:

WHEREAS, the City Council of the City of Keokuk, Iowa has heretofore found the Project to be in the public interest, has authorized the use of powers of eminent domain and found there is a reasonable expectation that the Project will achieve its public purpose, will be completed, will comply with all applicable standards and obtain all necessary permits.

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

Section 1. The prior resolution regarding the authorization of eminent domain and finding there is a reasonable expectation that the Project will achieve its public purpose, will be completed, will comply with all applicable standards and obtain all necessary permits is affirmed.

Section 2. The City has made a good faith effort to acquire the necessary property interest by negotiation and has been unable to acquire it through good faith negotiation.

Section 3. As part of the Project, the City hereby determines it is reasonable and necessary to acquire the necessary property interests owned by 365 Carbide Lane, LLC located in Lee County, Iowa, legally described as follows:

A tract comprised of eighty and seven-tenths (80.7) acres lying South of Carbide Lane and East of U.S. 61 by-pass in the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Twenty-two (22) and the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township Sixty-five (65) North, Range Five (5) West of the Fifth Principal Meridian, City of Keokuk, Lee County, Iowa, described by the following metes and bounds:

Commencing at the Northeast Corner of said Section 22; thence S89°36’ W, 159.1 feet with the Section line to the point of beginning; thence S00°24’ E, 178.5 feet to the Southerly right of way line of Burlington Northern Spur Track #106; thence with said right of way the following courses and distances: Southeasterly 300.4 feet with a 772.9 foot radius curve concave Southwesterly and tangent to the following course: S51°49’ E, 200.8 feet; and Southeasterly, 319 feet with an 806.5 foot radius curve concave Southwesterly and tangent to the proceeding course, to the North line of the Southwest Quarter, Northwest Quarter, said Section 23; thence West, 421.4 feet to the East line of said Section 22; thence S00°19’ E, 665.8 feet with the Section line to the South line of the North Half, Northeast Quarter, said Section 22; thence N89°48’18” W, 2659.4 feet with the Quarter Quarter Section line to the Easterly right of way line of U.S. Highway 61 by-pass; thence with said highway right of way line the following courses and distances:
N04°21’ E, 513.5 feet; N00°50’ E, 750.0 feet and N83°58’ E, 235.4 feet to the Southerly right of way line of Carbide Lane; thence S89°56’ W, 277.7 feet with said right of way line to the West line of said Northeast Quarter, Section 22; thence N00°04’ E, 18.1 feet to the North line of said Section 22; thence N89°36’ E, 2487.00 feet with the Section line to the point of beginning, excepting 1.6 acres along the North side for Carbide Lane right of way; situated in the City of Keokuk, Lee County, Iowa;

Also described as: part of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Twenty-two (22) and part of the Northwest Quarter (NW1/4) of Section Twenty-three (23), all in Township Sixty-five (65) North, Range Five (5) West of the Fifth Principal Meridian, Lee County, Iowa. Being more particularly described as follows: Commencing at the Northeast Corner of said Section 22; thence S88°30’41” W, along the North line of the Northeast Quarter of said Section 22, a distance of 159.44 feet; thence S01°31’28” E, 32.59 feet to the Southerly right-of-way line of Carbide Lane and the point of beginning; Thence continuing S01°31’28” E, 148.77 feet to the South right-of-way line of the Burlington Northern & Santa Fe Railroad Spur Track #106; thence along said line along a non tangent curve to the right whose radius equals 859.86 feet, an arc length of 336.77 feet, with a long chord bearing S42°21’01” E, 334.62 feet; thence S88°34’01” W, 416.71 feet; thence S00°56’49” E, 27.00 feet; thence N88°51’34” E, 556.90 feet to the point of beginning, containing 78.729 acres and being subject to the existing easements and right-of-way as shown hereon and all other existing easements and rights of way. As shown by the official records of Lee County, Iowa.

(the “Necessary Property Interests”).

Section 4. Notice of this proposed action authorizing acquisition of property by eminent domain has been provided to each and every property owner, contract purchaser, and tenant of the property interest set forth in Section 3 at least fourteen (14) days prior to the date of the City Council’s meeting. Said property interest holders have also received a statement of individual rights as required by Iowa Code section 6B.2A.

Section 5. The law firm of Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, Iowa, 50309, is hereby directed to institute proceedings in eminent domain on behalf of the City of Keokuk to acquire the Necessary Property Interests.
PASSED AND APPROVED this 7th day of January, 2021.

_______________________________

Thomas L. Richardson, Mayor

ATTEST:

_______________________________

Jean Ludwig, City Clerk
COUNCIL ACTION FORM

Date: January 7, 2021
Presented By: O'Donnell

Subject: Adoption of CIP
Agenda Item: ________________

Description:
See attached memo.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: ________________ Title: ________________

Amount Budgeted: ____________________________

Actual Cost: ________________________________

Under/Over: ________________________________

Funding Sources:
__________________________________________
__________________________________________

Departments:
__________________________________________
__________________________________________

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: ________________
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:
Staff recommends approval.

MOTION BY: ____________________  SECONDED BY: ____________________
TO ____________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald</th>
<th>Helenthal</th>
<th>Moore</th>
<th>Mortimer</th>
<th>O’Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION NO. ______

A RESOLUTION ADOPTING THE FISCAL YEARS 2022 THROUGH 2026 CAPITAL IMPROVEMENT PLAN

WHEREAS, the City of Keokuk, Iowa has prepared a five-year Capital Improvement Plan (CIP) for FYs 2022 through 2026; and

WHEREAS, a public hearing to receive comments was held on December 17, 2020.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Capital Improvement Plan for Fiscal Years 2022 through 2026 is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 7th day of January, 2021.

_________________________________
Mayor – Thomas L. Richardson

ATTEST: ______________________________
Jean Ludwig, City Clerk
TO: Mayor and Council

CC: City Staff

FROM: Cole S. O’Donnell

DATE: January 7, 2020

RE: FY 2022 – FY 2026 Capital Improvement Plan

For your consideration, please find attached the FY 2022 – FY 2026 Capital Improvement Plan (CIP).

A CIP is vital to financial planning. This document allows us to project revenues and expenditures five years into the future and to analyze those projections so that operational and capital needs are met in a fiscally responsible way. Staff is now better able to identify possible shortfalls and make necessary adjustments to minimize or eliminate those possibilities.

While your adoption of the CIP places us on a defined path, the CIP is a playbook, not a bible. Projects can be added, delayed, delayed, or advanced as necessary. Staff does expect the City Council to remain committed to proposed projects, so long as the project remains inline of projected expenditures and necessary resources are available.

At the Public Hearing of December 17, 2020, staff alerted the Council to several areas of concern. Several revenue streams have been affected by economic impact of the COVID-19 pandemic. Hotel/Motel Tax revenues, in the short term, are projected to be fifty percent (50%) of historical receipts with a gradual increase in coming years. Road Use Tax funds are projected to be down by ten to fifteen percent (10% - 15%) across all five years of the plan. Should these funds recover, staff will make adjustments in future years.

The most pressing issue we must deal with is General Fund balances. Staff projects that by year three of the plan the General Fund will be in a negative balance. The estimates by staff show that our operational expenditures in the fund exceed available revenues. Funding capital projects by other means will only ease the problem, not solve it. Staff will be seeking outside guidance on how to bring the fund back into balance.

The funding problems in the General Fund will affect projects in that fund and in other funds. Additional revenue sources are very limited and are limited to fees or taxes, both of which fall back upon our citizens, private and corporate. To fund sewer separation projects, we will add storm sewer fees and increase sewer fees. To fund the Public Safety Building, we will be asking for bonding approval that may increase property taxes. By adding fees or taxes in the General Fund we may overload the general public.

As a result of the financial projections and because of the Council’s commitment to a new Public Safety Building, several projects are marked as pending. These include:

- Four bay T-hangar at the airport (AIRP-23-01)
- Building improvements to current Public Safety Building (FIRE-22-01, FIRE-26-01, FIRE-26-03, POLC-21-01, POLC-22-02, POLC-22-05, POLC-23-04, POLC-24-01, POLC-24-02)
- Street Repairs (STRT-22-03)

Staff has moved several projects back to better match scheduled revenues and realistic schedules. Most delayed projects are funded by FAA funds for airport projects. The delays are based on our ability to bank these funds for three years. The delays take this into account. Staff also pushed back several sewer separation projects to better reflect our ability to finance these improvements.

This is still a very ambitious plan with almost $62 million in projects and purchases. However, close to $40 million is sewer separation projects. Also included is $6 million for the Public Safety Building and $700,000 for completion of the new City Hall. The plan includes needed equipment purchases and certain annual projects.

Certain things must be noted as part of the plan:

- The sewer separation projects are to be completely financed with SRF loans. Staff has requested an analysis of sewer revenue streams to determine what adjustments need to be made. This does not yet include revenue from the Storm Water Utility Fund, which will ease the burden upon the Sewer Fund.
- As stated during the Public Hearing, the Bridge Fund is expending more than it is receiving on an annual basis. This will need to be addressed in the upcoming year.
- Staff is projecting over $4 million in grants for various projects. Some projects are dependent upon grant funds for completion. Should the grants not be awarded, those projects will be reevaluated.

As part of the CIP, staff asks that the following policies be adopted as part of the document:

1. Through the CIP process the City will maintain at least 25% of annual expenditures in reserves for certain funds, so long as doing so does not negatively impact the vision and goals of the Plan.
2. Equipment replacement schedules will be based upon established life spans of said equipment and no equipment purchase will be delayed longer than 3 years unless the equipment to be replaced has shown extended lifespan.
3. The City shall commit to annual road maintenance and repair with emphasis on managing RUT funds so that significant road repairs can be planned at least once for every five year plan.
4. Any unexpended funds in the General Fund shall be annually transferred to the Capital Projects Fund provided that unexpended funds are not earmarked for onetime projects, for purchases that are delayed or incomplete, or for maintaining reserve goals.
5. Debt Service and bond proceeds will be managed so that the Debt Service Levy Rate will not raise or lower greater than three percent (3%) from year to year due to retirement or addition of debt, so long as doing so does not impact the goals of the Plan.
COUNCIL ACTION FORM

Date: January 7, 2021
Presented By: O’Donnell

Subject: City Hall Project Contract
Agenda Item:

Description:
On December 17, 2020 the City Council held a public hearing on the plans, specifications, architect's cost estimates, and form of contract for the City Hall Project (renovation of 501 Main St.). At that time, it was announced that Schickedanz Construction of Fort Madison, Iowa was the apparent low bidder with a base bid of $1,069,900 and a bid of $51,750 for the alternate. Total bid is $1,121,650. The resolution approves the plans, specifications, cost estimates, and form of contract, as well as, awarding the contract to Schickedanz Construction. Additional contracts for the AV system and painting of the council chambers will be awarded separately.

FINANCIAL

Is this a budgeted item? YES ☑ NO □

Line Item #: _____________________ Title: _______________________________

Amount Budgeted: ___________________________

Actual Cost: _______________________________

Under/Over: _______________________________

Funding Sources:

________________________________________

________________________________________

________________________________________

Departments:

________________________________________

________________________________________

________________________________________

Is this item in the CIP? YES □ NO ☑ CIP Project Number: ____________________
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve Requests for Bids</td>
<td>November 19, 2020</td>
</tr>
<tr>
<td>Public Hearing on P/S/ACE/FOC</td>
<td>December 17, 2020</td>
</tr>
</tbody>
</table>

Recommendation:
Staff recommends approval.

Required Action

ORDINANCE   □  RESOLUTION  ✔  MOTION  □  NO ACTION REQUIRED  □

Additional Comments:

MOTION BY: ______________________  SECONDED BY: ______________________
TO ____________________________________________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Altheide</th>
<th>Andrews</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Helenthal</th>
<th>Marsden</th>
<th>O'Connor</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABSTAIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. __________

RESOLUTION APPROVING PLANS, SPECIFICATIONS, ARCHITECT’S COST ESTIMATE, AND FORM OF CONTRACT AND AWARDING CONTRACT FOR THE CITY HALL PROJECT

WHEREAS, the City of Keokuk, Iowa will be renovating 501 Main St, Keokuk, Iowa for use as City Hall; and

WHEREAS, Horizon Architects has been engaged to design said renovation project; and

WHEREAS, plans, specifications, form of contract, and architect’s cost estimates have been prepared and received by the City of Keokuk, Iowa; and

WHEREAS, a public hearing on said plans, specifications, form of contract, and architect’s cost estimates was held on December 17, 2020; and

WHEREAS, bids for said project were advertised for, received, and reviewed with Schickedanz Construction of Fort Madison being the lowest responsive bidder.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that the plans, specifications, form of contract, and architect’s cost estimates for the City Hall Project are hereby approved.

BE IT FURTHER RESOLVED, that the contract for construction for the City Hall Project be awarded to Schickedanz Construction of Fort Madison, Iowa in the base amount of $1,069,900 with Alternate No. 1 in the amount of $51,750 for a total contract of $1,121,650.

PASSED, APPROVED, AND ADOPTED this 7th day of January, 2021.

Mayor Thomas L. Richardson

ATTEST:

__________________________________
Jean Ludwig, City Clerk
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18th day of December in the year 2020
(In words, indicate day, month and year.)

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

City Of Keokuk
601 Main Street
3rd Floor
Keokuk, IA 52632

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

Mark Schickedanz <President> Schickedanz Construction
2135 330th Avenue
Fort Madison, IA 52627
(319) 372-0539

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

Keokuk City Hall Renovations
501 Main Street
Keokuk, IA 52632

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

Michael Nolan, AIA Principal
Horizon Architecture
3116 Alpine Court
Iowa City, IA 52245
michael@horizon-architecture.com
(563) 506-4965

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1  THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2  THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Insert a date or a means to determine the date of commencement of the Work.)

   [ ] The date of this Agreement.
   [ ] A date set forth in a notice to proceed issued by the Owner.
   [ X ] Established as follows:
       Owner desires work to proceed on March 1st, 2021 or upon acquisition of the 501 Main Street property from Connections Bank.

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

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Insert a date or a means to determine the date of substantial completion of the Work.)
Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date: Owner desires occupancy by 31 August 2021. No liquidated damages or performance bonus stipulated with contract.

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

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Million Sixty Nine Thousand Nine Hundred Dollars ($1,069,900.00), subject to additions and deductions as provided in the Contract Documents.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate 1 – Meeting and Events Space</td>
<td>Fifty One Thousand Seven Hundred Fifty Dollars ($51,750.00)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1 – Repair Concrete Stairs</td>
<td>Per Square Foot</td>
<td>$185.00</td>
</tr>
<tr>
<td>Unit 2 – Patch and Repair Damaged EIFS</td>
<td>Per Square Foot</td>
<td>$175.00</td>
</tr>
<tr>
<td>Unit 3 – Replace Deteriorated Roof Deck</td>
<td>Per Linear Foot</td>
<td>$15.00</td>
</tr>
<tr>
<td>Unit 4 – Concrete Slab Demolition and Replacement</td>
<td>Per Square Foot</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

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

n/a

(Paragraphs deleted)
ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Per City of Keokuk’s payment schedule.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fourth Monday of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 7th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

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

§ 5.1.6.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

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

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

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

Five percent (5%)  

§ 5.1.7.1.1 The following items are not subject to retainage:

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

n/a
§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

n/a

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

Agreed upon value of remaining punchlist items plus ten percent.

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

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

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%  

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Michael Nolan, AIA Principal
Horizon Architecture
3116 Alpine Court
Iowa City, IA 52245
michael@horizon-architecture.com
(563) 506-4965

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
[ ☑ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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

Compensation for work completed but not yet paid plus contractor's overhead and profit.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Cole O'Donnell, City Administrator
City Of Keokuk
601 Main Street
3rd Floor
Keokuk, IA 52632

codonnell@cityofkeokuk.org

(319) 524-2505 x111

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

Mark Schickedanz <President> Schickedanz Construction
2135 330th Avenue
Fort Madison, IA 52627
(319) 372-0539

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

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

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

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
3. AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 Sheets</td>
<td>Keokuk City Hall Renovations Issued for Bidding</td>
<td>11/18/2020</td>
</tr>
</tbody>
</table>

(Paragraphs deleted)

**Specifications**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

(Paragraphs deleted)

**Addenda, if any:**

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum 1</td>
<td>12/5/2020</td>
<td>69</td>
</tr>
<tr>
<td>Addendum 2</td>
<td>12/8/2020</td>
<td>44</td>
</tr>
<tr>
<td>Addendum 3</td>
<td>12/11/2020</td>
<td>40</td>
</tr>
</tbody>
</table>

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

(Paragraphs deleted)

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

**OWNER (Signature)**

Cole O'Donnell  City Administrator

(Printed name and title)

**CONTRACTOR (Signature)**

Mark Schickedanz  President

(Printed name and title)
for the following PROJECT:
(Name and location or address)
Renovations for Keokuk City Hall
501 Main Street
Keokuk, IA 52632

THE OWNER:
(Name, legal status and address)
City Of Keokuk
601 Main Street
3rd Floor
Keokuk, IA 52632

THE ARCHITECT:
(Name, legal status and address)
Horizon Architecture
3116 Alpine Court
Iowa City, IA 52245
michael@horizon-architecture.com

TABLE OF ARTICLES
1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
<table>
<thead>
<tr>
<th></th>
<th>MISCELLANEOUS PROVISIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>TERMINATION OR SUSPENSION OF THE CONTRACT</td>
</tr>
<tr>
<td>15</td>
<td>CLAIMS AND DISPUTES</td>
</tr>
</tbody>
</table>
INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.3, 9.6.4, 15.1.3, 15.2
Architect’s Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect’s Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect’s Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect’s Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect’s Copyright
1.1.7, 1.5
Architect’s Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3
Architect’s Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect’s Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect’s Interpretations
4.2.11, 4.2.12
Architect’s Project Representative
4.2.10
Architect’s Relationship with Contractor
1.1.2, 1.5.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7.8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect’s Representations
9.4.2, 9.5.1, 9.10.1
Architect’s Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys’ Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for
Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4
Building Permit
3.7.1

AIA Document A201® – 2007, Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The “American Institute of Architects,” “AIA,” the AIA Logo, “A201,” and “AIA Contract Documents®” are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:53:01 ET on 12/21/2020 under Order No. 5049659083 which expires on 12/18/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:
Capitalization

1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.9, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3

Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9.7, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of
15.1.1

CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1

Cleaning Up
3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of
8.1.2

Communications Facilitating Contract Administration
3.9.1, 4.2.4

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder
15.4.4

CONSTRUCTION BY OWNER OR BY SEPARE CONTRACTORS
1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor’s
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.3

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14

Contract Administration
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of
9.1

Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR
3

Contractor, Definition of
3.1, 6.1.2
Contractor’s Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor’s Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor’s Liability Insurance
11.1
Contractor’s Relationship with Separate Contractors and Owner’s Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor’s Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor’s Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2.5, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor’s Review of Contract Documents
3.2
Contractor’s Right to Stop the Work
9.7
Contractor’s Right to Terminate the Contract
14.1, 15.1.6
Contractor’s Submittals
Contractor’s Superintendent
3.9, 10.2.6
Contractor’s Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5.14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor’s
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner’s
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, 2.2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor’s Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner’s Liability
11.2
Insurance, Property
10.2.5, 11.3
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, 1.4.1, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.13, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2.2, 2.3, 2.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13,
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic’s Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,
9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,
14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10,
10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8,
15.4.1
Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor’s
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7.8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2,
14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner’s Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,
4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1,
9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3,
13.2.2, 14.3, 14.4, 15.2.7
Owner’s Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner’s Liability Insurance
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner’s Right to Carry Out the Work
2.4, 14.2.2
Owner’s Right to Clean Up
6.3
Owner’s Right to Perform Construction and to Award Separate Contracts
6.1
Owner’s Right to Stop the Work
2.3
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12,
5.3
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3,
13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4
Payments, Progress
9.3, 9.6, 9.6.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF 10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of 3.12.2
Product Data and Samples, Shop Drawings 3.11, 3.12, 4.2.7
Progress and Completion 4.2.2, 8.2, 9.8, 9.9, 14.1.4, 15.1.3
Progress Payments 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of 1.1.4
Project Representatives 4.2.10
Property Insurance 10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY 10
Regulations and Laws 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9, 11.
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work 3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens 9.10.2
Representations 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2, 9.3.3, 9.4.2, 9.5, 1, 9.8.2, 9.10.1
Representatives 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work 3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage 9.3.1, 9.6.2, 9.8.5, 9.9, 1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor 3.2, 3.12.7, 6.1.3
Review of Contractor’s Submittals by Owner and Architect 3.10, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor 3.12
Rights and Remedies 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights 3.17
Rules and Notices for Arbitration 15.4.1
Safety of Persons and Property 10.2, 10.4
Safety Precautions and Programs 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of 3.12.3
Samples, Shop Drawings, Product Data and 3.11, 3.12, 4.2.7
Samples at the Site, Documents and 3.11
Schedule of Values 9.2, 9.3.1
Schedules, Construction 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of 3.12.1
Shop Drawings, Product Data and Samples 3.11, 3.12, 4.2.7
Site, Use of 3.13, 6.1.1, 6.2.1
Site Inspections 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect’s 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing 4.2.6, 12.2.1, 13.5
Specifications, Definition of 1.1.6
Specifications 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statement of Limitations 13.7, 15.4.1.1
Stopping the Work 2.3, 9.7, 10.3, 14.1
Stocked Materials 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of 5.1.1
SUBCONTRACTORS 5
Subcontractors, Work by 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1.2, 14.1, 14.2.1
Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8,
9.9, 9.10, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of 6.1.1, 11.3.7
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14.4
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 4.9.4, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.25, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3.7
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2
ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

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

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

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

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

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

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the
portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER’S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3  CONTRACTOR

§ 3.1 GENERAL

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

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

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

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

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

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

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

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

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

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

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

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

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

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

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

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

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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

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

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

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5  SUBCONTRACTORS
§ 5.1 DEFINITIONS
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

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

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

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

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

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.
§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

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

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

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.
§ 6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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

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

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

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

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

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

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

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

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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

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

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

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

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

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

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to
.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

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

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

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

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.
§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

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

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

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

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

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

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

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

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.
§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

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

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

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

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

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

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

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

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

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

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner’s expense.
§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect’s services and expenses shall be at the Contractor’s expense.

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

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

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

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor’s request, reasonable evidence as required by Section 2.2.1.

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.
§ 14.2 TERMINATION BY THE OWNER FOR CAUSE
§ 14.2.1 The Owner may terminate the Contract if the Contractor
.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective
agreements between the Contractor and the Subcontractors;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful
orders of a public authority; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that
sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and
after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the
Contractor and may, subject to any prior rights of the surety:
.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and
construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request
of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred
by the Owner in finishing the Work.

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

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

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by
suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit.
No adjustment shall be made to the extent
.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for
which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the
Contractor shall
.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice,
terminate all existing subcontracts and purchase orders and enter into no further subcontracts and
purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment
for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the
Work not executed.
ARTICLE 15  CLAIMS AND DISPUTES

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

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

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

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

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

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

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

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.
Additions and Deletions Report for
AIA® Document A201® – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:53:01 ET on 12/21/2020.

PAGE 1

Renovations for Keokuk City Hall
501 Main Street
Keokuk, IA 52632

... (Name, legal status and address)
City Of Keokuk
601 Main Street
3rd Floor
Keokuk, IA 52632

... (Name, legal status and address)
Horizon Architecture
3116 Alpine Court
Iowa City, IA 52245
michael@horizon-architecture.com

PAGE 14

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, Contractor or the Contractor’s Subcontractors, 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.
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, Michael Nolan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:53:01 ET on 12/21/2020 under Order No. 5049659083 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

>Title

(Dated)
 AGREEMENT made as of the 18th day of December in the year 2020
(In words, indicate day, month and year.)

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

City Of Keokuk
601 Main Street
3rd Floor
Keokuk, IA 52632

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

Mark Schickelzanz <President> Schickelzanz Construction
2135 330th Avenue
Fort Madison, IA 52627
(319) 372-0539

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

Keokuk City Hall Renovations
501 Main Street
Keokuk, IA 52632

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

Michael Nolan, AIA Principal
Horizon Architecture
3116 Alpine Court
Iowa City, IA 52245
michael@horizon-architecture.com
(563) 506-4965

The Owner and Contractor agree as follows.

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

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

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

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

EXHIBIT A  INSURANCE AND BONDS

ARTICLE 1  THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2  THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Insert a date or means to determine the date of commencement of the Work.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ X ] Established as follows:
Owner desires work to proceed on March 1st, 2021 or upon acquisition of the 501 Main Street property from Connections Bank.

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

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Insert a date or means to determine the date of substantial completion of the Work.)

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

By the following date: Owner desires occupancy by 31 August 2021. No liquidated damages or performance bonus stipulated with contract.

(Paragraph deleted)

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Sixty Nine Thousand Nine Hundred Dollars ($1,069,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate 1 – Meeting and Events Space</td>
<td>Fifty One Thousand Seven Hundred Fifty Dollars ($51,750.00)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any:

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1 – Repair Concrete Stairs</td>
<td>Per Square Foot</td>
<td>$185.00</td>
</tr>
<tr>
<td>Unit 2 – Patch and Repair Damaged EIFS</td>
<td>Per Square Foot</td>
<td>$175.00</td>
</tr>
<tr>
<td>Unit 3 – Replace Deteriorated Roof Deck</td>
<td>Per Linear Foot</td>
<td>$15.00</td>
</tr>
<tr>
<td>Unit 4 – Concrete Slab Demolition and Replacement</td>
<td>Per Square Foot</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

§ 4.5 Other:

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

n/a

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.


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

Per City of Keokuk’s payment schedule.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fourth Monday of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 7th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

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

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

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

n/a
§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, Including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

n/a

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

Agreed upon value of remaining punchlist items plus ten percent.

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

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

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment.

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

% 

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Michael Nolan, AIA Principal
Horizon Architecture
3116 Alpine Court
Iowa City, IA 52245
michael@horizon-architecture.com
(563) 506-4965

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


User Notes:

(12313063527)
Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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

Compensation for work completed but not yet paid plus contractor’s overhead and profit.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Cole O’Donnell, City Administrator
City Of Keokuk
601 Main Street
3rd Floor
Keokuk, IA 52632

codenell@ci.keokuk.ia.org
(319) 524-2505 x111

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

Mark Schickedanz <President> Schickedanz Construction
2135 330th Avenue
Fort Madison, IA 52627
(319) 372-0539

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.
§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.4 Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 Sheets</td>
<td>Keokuk City Hall Renovations Issued for Bidding</td>
<td>11/18/2020</td>
</tr>
</tbody>
</table>

.5 Specifications

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

.6 Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum 1</td>
<td>12/5/2020</td>
<td>69</td>
</tr>
<tr>
<td>Addendum 2</td>
<td>12/8/2020</td>
<td>44</td>
</tr>
<tr>
<td>Addendum 3</td>
<td>12/11/2020</td>
<td>40</td>
</tr>
</tbody>
</table>

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

(Paragraphs deleted)

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

OWNER (Signature)

Cole O'Donnell City Administrator

(Printed name and title)

CONTRACTOR (Signature)

Mark Schickedanz President

(Printed name and title)
COUNCIL ACTION FORM

Date: January 7, 2021
Presented By: O'Donnell

Subject: Application for Grant KUD
Agenda Item: 

Description:

See attached memo.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: ___________________ Title: ________________________________

Amount Budgeted: ________________________________

Actual Cost: ________________________________

Under/Over: ________________________________

Funding Sources:

______________________________

______________________________

Departments:

______________________________

______________________________

Is this item in the CIP? YES ☐ NO ☐

CIP Project Number: ___________________
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

TO ____________________


CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Altheide</th>
<th>Andrews</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Helenthal</th>
<th>Marsden</th>
<th>O'Connor</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR PAUL BRUHN RURAL HERITAGE REVITALIZATION GRANT FROM THE STATE OF IOWA

WHEREAS, the City of Keokuk, Iowa owns the Keokuk Union Depot (KUD); and

WHEREAS, the City Council of Keokuk, Iowa established the Keokuk Union Depot Commission (KUDC) to oversee the renovations and operations of the KUD; and

WHEREAS, the KUDC wishes to apply for a Paul Bruhn Rural Heritage Revitalization Grant in the amount of $125,000 for renovations of the KUD tower; and

WHEREAS, said grant requires the City of Keokuk, Iowa as a sponsor; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KEOKUK, IOWA that the City Council supports the application apply for a Paul Bruhn Rural Heritage Revitalization Grant in the amount of $125,000 for renovations of the KUD tower.

PASSED, APPROVED, AND ADOPTED this 7th day of January, 2021.

_______________________________
Tom L. Richardson, Mayor

ATTEST:

_______________________________
Jean Ludwig, City Clerk
Proposal by the Keokuk Union Depot Foundation for the City of Keokuk to apply for a Paul Bruhn Rural Heritage Revitalization Grant from the State of Iowa for further Restoration of the Keokuk Union Depot

The U.S. Department of the Interior awarded the Iowa State Historic Preservation Office grant funds for Iowa’s Rural Heritage Revitalization Program. Grants in the range of $75,000 to $125,000 are available in 2021 for restoration of buildings on the National Register of Historic Places. The owner of the building (in this case, the City of Keokuk as owner of the Keokuk Union Depot) must be the grant applicant. To date, the Keokuk Union Depot Foundation (“KUDF”), a 501(c)(3) tax-exempt organization, has applied for and managed all grant applications for the Depot’s restoration since the City acquired the building in 2011.

KUDF suggests that the City submit a grant application for a total project cost of approximately $176,000. The total project cost consists of a grant of just under $125,000 (70% of the total project cost) and a match of approximately $53,000 (30% of the total project cost). An appropriate allowance for contingencies is built into these figures.

The City will not have to contribute the matching funds. Instead, KUDF will contact its loyal donor base to solicit funds to be contributed to the City for this match. I am aware of willingness on the part of some donors to meet this match for the City.

The major subject of the grant application is restoration of the exterior masonry of the 2-story central tower section of the Depot. This involves cleaning and spot-pointing the brick walls and reconstruction of brick walls where necessary. The special terra cotta decorations will be cleaned or replaced where necessary. All sandstone windowsills will be restored or replaced. Part of the work is structural in nature. The deteriorated sandstone mudsill (unseen, below street level) will be replaced by longer-lasting red granite, which will substantially reduce future deterioration of the brickwork.

In addition, about 30% of the project is restoration of the windows and doors of the central tower portion. A small portion of the grant consists of replacing the modern overhead flood lights with reproduction overhead flood lights that conform to the period of the building’s construction.

KUDF was awarded in 2020 a second challenge grant from the Jeffris Family Foundation for restoration of the waiting room, the first Jeffris grant having enabled restoration of the Depot’s roof to its original design with red clay tiles. A substantial portion of the second Jeffris project is restoration of the exterior masonry of the waiting room area, which entails the same type of restoration of brick walls and sandstone windowsills and mudsills, and reconstruction of damaged brick walls where necessary. KUDF believes that the City’s application for a grant that continues this same work contemporaneously with the Jeffris project on an additional portion of the Depot building will be both efficient and well received by the State of Iowa.

KUDF has substantial experience in applying for grants through the Iowa Department of Cultural Affairs/State Historic Preservation Office, having successfully garnered 2 grants from them in connection with the Depot’s roof restoration. We offer to lend whatever expertise and time is necessary to process the grant application and supervise management of the restoration project.

Respectfully submitted,

Janet M. Smith
President, Keokuk Union Depot Foundation
<table>
<thead>
<tr>
<th>WORK BY</th>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>SUBTOTAL</th>
<th>ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mason</td>
<td>Clean Brick 100%</td>
<td>1,460</td>
<td>sf</td>
<td>$30.00</td>
<td>$43,800</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>Spot-Point Brick (approx. 40%)</td>
<td>250</td>
<td>sf</td>
<td>$38.00</td>
<td>$9,500</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>Brick Reconstruction (below watertable)</td>
<td>114</td>
<td>s.f.</td>
<td>$85.00</td>
<td>$9,690</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>Terra Cotta Clean, Replace Missing, etc</td>
<td>20</td>
<td>l.f.</td>
<td>$30.00</td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>Replace Sandstone Window Sills</td>
<td>39</td>
<td>l.f.</td>
<td>$300.00</td>
<td>$11,700</td>
<td></td>
</tr>
<tr>
<td>Stone</td>
<td>Sandstone Watertable Material</td>
<td>38</td>
<td>l.f.</td>
<td>$220.00</td>
<td>$8,360</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>Restore Sandstone Watertable</td>
<td>38</td>
<td>l.f.</td>
<td>$160.00</td>
<td>$6,080</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>Replace Sandstone mudsill w/red granite</td>
<td>72</td>
<td>l.f.</td>
<td>$60.00</td>
<td>$4,320</td>
<td></td>
</tr>
<tr>
<td>Stone</td>
<td>Granite (no profile)</td>
<td>72</td>
<td>l.f.</td>
<td>$90.00</td>
<td>$6,480</td>
<td></td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
<td>7.5%</td>
<td></td>
<td></td>
<td>$7,540</td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL--MASONRY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$108,070</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINDOWS &amp; DOORS</th>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows</td>
<td>Restore Large Arched Door Opening w/historic reproduction doors Trackside</td>
<td>1</td>
<td>ea.</td>
<td>$20,000.00</td>
<td>$20,000</td>
</tr>
<tr>
<td>Windows</td>
<td>Restore/reproduce Double-Hung/Fixed Windows</td>
<td>10</td>
<td>ea.</td>
<td>$1,282.00</td>
<td>$12,820</td>
</tr>
<tr>
<td>Windows</td>
<td>Restore/reproduce window &amp; door transoms</td>
<td>11</td>
<td>ea.</td>
<td>$360.00</td>
<td>$3,960</td>
</tr>
<tr>
<td>Doors</td>
<td>Refinish Bluffside Doors</td>
<td>2</td>
<td>ea.</td>
<td>$400.00</td>
<td>$400</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
<td>7.5%</td>
<td></td>
<td></td>
<td>$2,790</td>
</tr>
<tr>
<td><strong>SUBTOTAL--WINDOWS &amp; DOORS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$39,970</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXTERIOR LIGHTING</th>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lighting</td>
<td>Fabricate Reproduction Overhead Flood</td>
<td>2</td>
<td>ea.</td>
<td>$440.00</td>
<td>$880</td>
</tr>
<tr>
<td>Lighting</td>
<td>Install Reproduction Overhead Flood</td>
<td>2</td>
<td>ea.</td>
<td>$75.00</td>
<td>$150</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
<td>7.5%</td>
<td></td>
<td></td>
<td>$70</td>
</tr>
<tr>
<td><strong>SUBTOTAL--EXTERIOR MISC.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,100</strong></td>
</tr>
</tbody>
</table>

**SUBTOTAL:** **$149,140**

| Gen. Conditions / Bonds / Ins. Allowance | | | | | **$5,000** |
| A/E & Preservation Consultant Fees | | | | | **$7,000** |
| Contingencies (hidden conditions, etc.) | | | | | **$15,000** |

**TOTAL EST. CONST. COST (2021)** **$176,140**

Prepared by Neal Vogel, Restoric LLC
COUNCIL ACTION FORM

Date: January 7, 2021
Presented By: O’Donnell

Subject: IDNR Grant Contract

Description:
As part of the renovation of 501 Main St, an environmental assessment of the property is required. This assessment falls outside of the insurance claim settlement and will be a direct cost to the City of Keokuk. Iowa DNR has a grant program that will reimburse the cost of the assessment at 100%. We will be required to complete a Phase I environmental study, an asbestos survey, and lead paint survey at a cost of $16,615 and reimbursed by the IDNR. The contract is for the grant funds. All work is to be completed by March 31, 2021.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: 001-650-6710 Title: Capital Equipment

Amount Budgeted: 0.00

Actual Cost: $16,615

Under/Over: 0.00 with Grant

Funding Sources:
IDNR Grant

Departments:
Municipal Building

Is this item in the CIP? YES □ NO □ CIP Project Number: ___________________
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation:
Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

TO ____________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Altheide</th>
<th>Andrews</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Helenthal</th>
<th>Marsden</th>
<th>O'Connor</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSENT</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ABSTAIN</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
RESOLUTION NO. __________

RESOLUTION APPROVING CONTRACT WITH THE
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR)
IOWA BROWNFIELD REDEVELOPMENT PROGRAM
COMMUNITY ASSISTANCE GRANT

WHEREAS, the City of Keokuk, Iowa will be renovating 501 Main St, Keokuk, Iowa for use as City Hall; and

WHEREAS, an environmental assessment of the property, including Phase I environmental, asbestos survey, and lead paint survey, is required to be completed prior to the project commencing; and

WHEREAS, the Iowa Department of Natural Resources (IDNR) will reimburse the cost of said environmental assessment through the Iowa Brownfield Redevelopment Program, Community Assistance Grant; and

WHEREAS, the IDNR has approved said grant for the renovation of 501 Main St; and

WHEREAS, a contract between the IDNR and the City of Keokuk, Iowa must be executed for receipt of said grant.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that the Iowa Brownfield Redevelopment Program Community Assistance Grant Contract is hereby approved.

BE IT FURTHER RESOLVED, that City Administrator Cole S. O’Donnell is hereby authorized to execute said contract on behalf of the City of Keokuk, Iowa.

PASSED, APPROVED, AND ADOPTED this 7th day of January, 2021.

Mayor Thomas L. Richardson

ATTEST:

Jean Ludwig, City Clerk
Contractor: City of Keokuk
Contract Number: 21-7540-14
Contract Title: Phase I / ACM Inspection / LBP Inspection – 501 Main St.
Contract Amount: Price not to exceed: $16,615.00
Federal ID / DUNS Number: 42-6004829 / 077879021
Contractor Officer: Cole O’Donnell, City Administrator
Contractor Email Address: codonnell@cityofkeokuk.org
DNR Project Officer: Mel Pins, 515-725-8344
Land Quality Bureau
Distribution Copies: Copy One – IDNR
Copy Two – Contractor
Time of Performance: January 12, 2021 – March 31, 2021
Time of Final Documentation: April 15, 2021
Term of Contract: April 30, 2021
Submit Reporting Forms and Claim Vouchers To: Mel Pins
Iowa Brownfield Redevelopment Program
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, Iowa 50319-0034
Issue Payment To: City of Keokuk
601 Main St., Ste. 3
Keokuk, IA 52632
SPECIAL CONDITIONS AND GENERAL CONDITIONS

The Contractor shall deliver all information and complete all tasks detailed in the Special Conditions. The rights and obligations of the parties to this Contract shall be subject to and governed by the Special Conditions, the General Conditions, and the Appendices. To the extent of any inconsistency between the Special Conditions, the General Conditions, and the Appendices and any specifications or other conditions that are made a part of this Contract by reference or otherwise, the provisions of the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the provisions of the Special Conditions shall control.

SPECIAL CONDITIONS

ARTICLE I. IDENTIFICATION OF PARTIES, PROJECT, AND PROJECT AREA

This Contract is by and between the City of Keokuk (hereinafter referred to as the Contractor) and the Iowa Department of Natural Resources (hereinafter referred to as the Department) for the purpose of assisting in cost and activities to conduct a pre-purchase Phase I environmental site assessment (ESA), asbestos containing material (ACM) inspection, and lead-based paint (LBP) inspection, of the Project Area and building improvements therein. The Project Area is, at a minimum, defined as the property and structures located at 501 Main St. (parcel# 044521254310250), including a former bank building and additions therein, and located within the corporate limits of the City of Keokuk, Lee County, Iowa.

ARTICLE II. DESIGNATION OF OFFICIALS

2.1 Department. The Deputy Director of the Department shall execute any changes in the terms, conditions, or amounts specified in this Contract. Mel Pins shall negotiate on behalf of the Department and, subject to the approval of the Deputy Director, make any changes to this Contract.

2.2 Contractor. The Contractor Officer is authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

2.3 Key Contract Personnel.
Mel Pins, Executive Officer, Iowa Department of Natural Resources, 515-725-8344

Cole O’Donnell, City Administrator, City of Keokuk
319-524-2050 x111

ARTICLE III. TIME OF PERFORMANCE, TERM OF CONTRACT

3.1 Time of Performance. The Contractor shall commence work under this Contract on the beginning date and complete contract tasks by the ending date, as set forth in this Contract unless changed by mutual written agreement. Contract tasks include all actions and/or submittals required of the Contractor, at
the Project Area, and as submitted and approved with proper documentation by the departments’ project officer in accordance with this agreement.

3.2 **Term of Contract.** The Contract remains open for the Term of Contract as stated on the title page of this Contract. The Contract and all obligations of the Department contained herein may be terminated upon the occurrence of one of the following: a) the Contract is terminated due to any default under Section 10 of the General Conditions; or b) no claims for reimbursement are submitted prior to the Term of Contract.

### ARTICLE IV. SCOPE OF WORK

4.1 **Project Description.** The Contractor shall retain the services of a qualified lead-based paint inspector and a certified asbestos inspector for the proper assessment, testing, and documentation of asbestos containing material (ACMs) within structures at the project site, and the services of an environmental consultant to complete a Phase I Environmental Site Assessment.

4.2 **Permitting and Quality Assurance.** The Contractor shall ensure that the completion of the Phase I ESA and the asbestos inspection is conducted as activities in accordance with Federal and State Laws and regulations, including but not limited to:

7. Iowa Administrative Code Section 530 Chapter 81 & 82, Asbestos Control Procedures.
9. The Phase I ESA shall be conducted to meet ASTM standard E1527-13
The most recent edition of any relevant regulations, standard, document or code shall be in effect. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be utilized.

4.3 **Milestones:** The contractor shall accomplish the activities listed in the Project Milestones by the assigned date. If changes are required, the contractor must contact the Department in writing and receive approval of the amendment in writing.

### PROJECT MILESTONES

<table>
<thead>
<tr>
<th>Completion Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31, 2021</td>
<td>Completion of a Phase I ESA, lead-based paint and asbestos inspection at the Project Area</td>
</tr>
<tr>
<td>April 15, 2021</td>
<td>Submittal of completed Phase I ESA, lead-based paint and asbestos inspection and copy of invoice for each</td>
</tr>
</tbody>
</table>

4.4 **Project Budget:** The Department agrees to pay the Contractor for expenses incurred for the Project in the amounts stated in the budget outlined on this page, not to exceed the *Contract Amount* indicated on the title page of this Contract. Expenses shall be paid only for those costs invoiced to the Contractor by the selected consultant, and if such costs are less than the Price Not to Exceed, the contractor shall not make any further claim for any remaining budget amounts not expended within the invoice provided.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Price not to exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I ESA completed to ASTM E1527-13</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>LBP Inspection</td>
<td>$6,580.00</td>
</tr>
<tr>
<td>ACM Inspection (price not to exceed)</td>
<td>$6,735.00</td>
</tr>
<tr>
<td>TOTAL: (price not to exceed)</td>
<td>$16,615.00</td>
</tr>
</tbody>
</table>

4.5 **Budget Amendments:** The Contractor shall request any budget deviations between any existing budget line items. The Contractor shall provide the Department a written request of the proposed budget deviation. The proposed
revised budget can not exceed the contract award amount as identified on the title page of the contract and local match requirements must be maintained. This written notice shall include:
   a) a statement of the reason(s) the budget deviation is requested and the impact on the intent of the project;
   b) a revised budget indicating affected budget line items

The Department will respond in writing to the request. Expenses can not occur relating to the revised budget until the Contractor receives an approval letter from the Department.

4.6 Claim Submittal Procedure:
The Contractor shall submit:

   a) a request letter stating that the expenses have been incurred, the amount of the expenses, and that the Contractor is requesting reimbursement payment per the terms of the contract.

   b) Copy of the Certified Asbestos Inspection Report or Phase I ESA, as appropriate.

   c) Invoice or receipt from the Certified Asbestos Inspector or Phase I consultant, as appropriate, noting the date of the inspection or report, and cost for services.

Claim submittals should be sent to:

Mel Pins
Iowa Department of Natural Resources
Wallace State Office Building
502 E. 9th Street
Des Moines, Iowa 50319-0034

Claims must be submitted within forty-five (45) days of the date of the oldest attached invoice.

Claims shall be made only on items listed in the project budget outlined in section 4.4 of this contract.

4.7 Funding. The Department will process claims for payment within thirty (30) working days provided:

   a) all required documentation is attached per Section 4.6 above;
   b) all Contractor requirements (including local, state, and federal statutes, ordinances, rules, and regulations), to date, are completed to the satisfaction of the Department; and
   c) The Contractor is accomplishing Project Milestones identified in Article IV to the satisfaction of the Department. If any of these conditions is not met, the Department will notify the Contractor of the deficiencies and the Department may return the canceled claim voucher to the Contractor. A new claim voucher may be submitted to the Department for payment once Contract requirements are met.
ARTICLE V. REVIEW OF WORK

The Department or its advisors shall have the right to review and observe at any time, completed work or work in progress on the Project.

5.1 **Milestones:** Milestone activities must be met by the assigned date. If the assigned date needs to be amended, prior written Department approval must be received. Failure to accomplish milestones by contracted or amended dates may result in any or all of the following:
1. Claims based on such work not completed will not be paid by the Department, or;
2. The Department terminates the Contract and declares the entire unpaid grant balance to be non-claimable by the contractor.

5.2 **Budget:** Execution of this Contract is certification that existing in-kind local match, as represented in the project budget is true, correct, and accurate. Falsely represented in-kind local match may result in any or all of the following:
1. The Department terminates the Contract and declares the entire unpaid grant balance to be non-claimable by the contractor, and previous claims paid by the department shall be refunded by the contractor.

5.3 **Project Failure.** In the event that the Project fails or ceases operations as originally proposed during the Term of Contract and without prior Department approval the Department may:
1. The grant portion of the award will revert to a zero interest loan.
2. The Department terminates the Contract and declares the entire paid or awarded grant balance and costs of collection immediately due and payable.
3. The Department may repossess all nonexpendable tangible personal property used in the performance of this Contract.

5.4 Funding for this Project is subject to the continued financial support of the State of Iowa. If the State discontinues funding, this Contract may be terminated or amended by the Department.

5.5 Ninety (90) days after the end of the Time of Performance the Department shall de-obligate any un-used award monies from the Project.

ARTICLE VI. INSURANCE

6.1 The Contractor shall submit to the Department a copy of the Contractor’s Certificate of Insurance and a written statement, if so requested by the Department, to attest that the Contractor holds an adequate level of insurance to insure items funded. This documentation shall be submitted before the time of purchase of grant and/or loan funded items unless approved by the DNR Project Officer.

6.2 The Department or its advisors shall have access for the purpose of examination of any insurance policy and associated records regarding insurance coverage of any item purchased or constructed using funds under this Contract.
6.3 The Contractor shall maintain an adequate level of insurance for the period set forth under Term of Contract.

GENERAL CONDITIONS

SECTION 1. ENTIRE AGREEMENT

This Contract with all attachments and references constitutes the entire Agreement between the Department and the Contractor with respect to the subject matter hereof, and the Contractor acknowledges that it is entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representative statement, inducement or promise, whether oral or written, not contained herein.

SECTION 2. AMENDMENT

The Department or the Contractor may initiate an amendment to this Contract. Any amendment is effective only if in writing and agreed to by the Department and the Contractor. The amendment shall be effective as of the date it is agreed upon, unless otherwise specified in the amendment.

SECTION 3. AVAILABILITY OF DATA

All information and data obtained by the Contractor in connection with the Contract shall be made available to the Department. Such information and data shall become the property of the Department except that which is necessary for the patent or copyright purposes of the Contractor.

SECTION 4. ASSUMPTION OF RISK AND LIABILITIES

The Contractor shall assume all risks and liabilities in connection with the performance of the Contract and shall be responsible for all claims, demands, action or causes of action of whatever nature or character arising out of or by reason of the execution or performance of the work provided for herein, except to the extent caused by the State of Iowa. The Contractor shall indemnify and hold harmless the Department, its employees, agents or representatives, and the State of Iowa from all claims, demands, actions or causes of actions, arising out of or by reason of the execution or performance of the work provided for herein, and shall be responsible for all attorney fees, costs and expenses incurred by the Department, its employees, agents or representatives and the State of Iowa, except to the extent caused by the State of Iowa.

SECTION 5. TRANSFER OF WORK

The Contractor shall not transfer or assign any part or portion of the work on the Contract without the prior written consent of the Department.

SECTION 5. REVIEW OF WORK

The Department shall have the right to review and observe, at any time, completed work or work in progress on the Contract.
SECTION 7. COMPLIANCE REQUIREMENTS

The contractor shall comply with all local, state, and federal statutes, ordinances, and rules or other requirements applicable to the establishment and operation of the contractor’s facility.

SECTION 8. ACCOUNTS AND RECORDS

8.1 The Contractor agrees to maintain books, documents, and other records pertaining to all costs and expenses incurred and revenues acquired during this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed. The Contractor shall be prepared to support charges for salaries and wages by time, attendance and payroll records.

8.2 The Department, State Auditor, or any of their duly appointed representatives, shall have access for the purpose of audit and examination to any books, documents, papers and records of the Contractor which are pertinent at all reasonable times during the period of retention provided for in Sections 8.3, 8.4, and 8.5 below and shall have the right to make copies of excerpts or make other transcriptions thereof, subject to the provisions of 199 Iowa Administrative Code Section 1.9 and Iowa Code Chapter 22.

8.3 All records in the possession of the Contractor pertaining to this Contract shall be retained by the Contractor for the period of five (5) years beyond the ending date set forth under Term of Contract.

8.4 Records relating to any litigation or claim arising out of the performance of this Contract, or costs or expenses of this Contract to which exception has been taken as a result of inspection or audit, shall be retained by the Contractor until such litigation, claim, or exception has been finally settled or until five years from the ending date of Term of Contract has expired, whichever occurs later.

8.5 The Contractor, in maintaining Contract expenditure accounts and records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from any administrative reviews and audits by the United States or by the State of Iowa or by the Contractor. Such adjustments shall be set forth in the financial reports filed with the Department.

SECTION 9. UNALLOWABLE COSTS

The following costs are unallowable under this Contract:

a) Legal expenses for the prosecution of claims against the Department, the State of Iowa, the Federal Government, or any subdivision thereof;

b) The difference in costs between first class air accommodations and less than first class air accommodations, unless less than first class air accommodations are not available;

c) Bad debts (any losses arising from uncollectible accounts and other claims and related costs);

d) Contingencies (contributions to a contingency reserve or any similar provision for unforeseen events);
e) Contributions or donations;
f) Entertainment (costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities);
g) Fines and penalties (costs relating from violations of, or failure to comply with federal, state and local laws and regulations);
h) Other financial costs (interest on borrowings -- however represented, bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith);
i) Insurance premiums and other costs associated with insuring items purchased using loan funds;
j) Office equipment such as furniture and computers, etc.

SECTION 10. TERMINATION OF CONTRACT

10.1 Termination for cause - The Department may terminate this Contract in whole or in part, at any time before the expiration date, whenever the Department has determined that the Contractor has materially failed to comply with the conditions of the Contract. The Department shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Department under Contracts terminated for cause shall be in accord with the legal rights and liabilities of the parties.

10.2 Termination for convenience - The Department or Contractor may terminate the Contract in whole or in part when both parties agree that the continuation of the Contract would not produce beneficial results commensurate with the future expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Contractor shall prepare and deliver to the Department copies of a final report, within sixty (60) days, summarizing the work performed and the results obtained to date, together with such information and items which, if the Contract had been completed, would have been required to be furnished to the Department.

SECTION 11. PERSONNEL

11.1 Selection - The Contractor represents that it has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Department.

11.2 Qualification - All of the work and services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

11.3 Change of Key Personnel - Any individual specified by name under the article Key Personnel within the Special Conditions herein is considered essential to the work and services to be performed. If for any reason substitution for a specified individual becomes necessary, the contractor shall provide immediate written notification of such to the Department. The Contractor shall provide the name
and resume of qualifications for the replacement individual. Any replacement shall be subject to the approval of the Department.

SECTION 12. EFFECT OF INVALIDITY

If any of the provisions herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by any court of record in this state, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law and such remaining portions of the Contract shall remain in effect and shall be construed as if such invalid or conflicting portions were not contained herein.

SECTION 13. LITIGATION

13.1 The Contractor agrees to pay the cost of any litigation arising from failure of the contractor to comply with the conditions or terms of this Contract or resulting from the negligence or incompetence of the Contractor. In carrying out the provisions of the Contract or in exercising any power or authority otherwise, it is understood that in such matters the Department acts for the State.

13.2 The venue for any cause of action based upon this Contract by either party to this Contract, shall be in Polk County, Iowa, and the law of the State of Iowa shall apply.

SECTION 14. ASSURANCE

14.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, political belief, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

14.2 The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or representative of the Contractor’s commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.3 The Contractor will comply with all relevant provisions of the Iowa Civil Rights Act and Iowa Code 19B.7, Iowa Executive Order #15 of 1973, and Title VI of the Civil Rights Act of 1964 (PL 88-352). The Contractor shall furnish all information and reports requested by the department and will permit access to its payroll and employment records by the Department or the Department's grantor agency for purposes of investigation to ascertain compliance with this nondiscrimination clause consistent with Iowa Code Chapter 22. The contractor may be required to make available upon request its Affirmative Action Program containing goals and time deadline. Any breach of the above provisions shall be regarded as a material breach of Contract and justification for termination for cause.

14.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for
further action, and such sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act, Chapter 216, Code of Iowa, as heretofore and hereinafter amended, or as otherwise provided by law.

SECTION 15. CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 16. OFFICERS NOT TO BENEFIT

No officer or employee of the State shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; or have any interest, direct or indirect, in this Contract or the proceeds thereof.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

CITY OF KEOKUK

By: _________________________________
Name: Cole O'Donnell
Title: City Administrator
Date: _________________________________

IOWA DEPARTMENT OF NATURAL RESOURCES

By: _________________________________
Name: Edmund J. Tormey
Title: Administrator
Environmental Services Division
Date: _________________________________
TO: Mayor and Council  
FROM: Cole S. O’Donnell  
DATE: January 4, 2021  
RE: Committee Nominations  

Vacancies  

**Rand Park Pavilion Board**  
Vacancy Term to Expire 10/22/20  

**GRAND THEATRE COMMISSION**  
Vacancy 11/05/23  
Vacancy 11/05/23  

**Board of Adjustment**  
Vacancy 04/01/23
TO: Mayor and City Council  
FROM: Cole S. O’Donnell  
DATE: January 4, 2021  
RE: Administrator’s Report

1. COVID-19 Update: We have had increasing number of possible exposures and positive test results with employees. While COVID policies have been in place and generally followed, there have been a few incidents where employees failed to follow protocols that could have led to exposure of other employees. As a result, I have informed employees that failure to follow protocols can and will result in discipline.

The original CARES Act provide for COVID leave in cases where employees were required to isolate, quarantine, or had contracted COVID. The City was required to pay the leave without a reduction in the employee’s accrued leaves. This provision expired on December 31st. Employers may continue the COVID leave voluntarily.

Staff sees benefit in both maintaining and ending the leave. Providing the leave helps to ensure that employees stay home when exposed or confirmed with the virus since they do not have to eat into their own leave. However, we provide sick leave for when an employee is sick or when they need to care for a family member. COVID leave is an extra benefit that we must absorb. One possible solution is to authorize additional COVID leave but on a 50/50 time split. If the Council desires to continue COVID leave, a resolution will need to be passed at the next meeting.

2. Budget Meetings: Staff will be meeting next week to begin review of budget requests. Council will need to schedule one or two special meetings for department presentations. Please look at your schedules for January 18-29. I would suggest starting the sessions at 5:30 PM with each meeting being no more than about 2 hours each.

3. Third Ward Seat: With the death of Council Member Payne, the Council will need to begin the process of filling the third ward seat. Staff assumes that the Council will appoint a replacement rather than a special election. By law, the replacement must be made by February 23rd. Staff will place the appropriate documents on the agenda for January 21st.