



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, SEPTEMBER 28, 2026 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. **The Council will be meeting in the Council Chambers, Zoom may be provided, so long as that option is available.**

<https://us02web.zoom.us/j/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

OR by phone: (312) 626-6799, (646) 558-8656, (301) 715-8592

Webinar ID: 851 5957 2027 Password: 287321

****If you would like to speak through Zoom regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted.***

Please call City Hall at 515-382-5466 or email emousel@cityofnevadaiaowa.org by 4:00 p.m. **Monday, September 28, 2026**

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Work Session held on September 14, 2026
 - B. Approve Minutes of the Regular Meeting held on September 14, 2026
 - C. Approve Payment of Cash Disbursements, including Check Numbers 90849-90924 and Electronic Numbers 5328-6411 (Inclusive) Totaling \$688,747.72 (See attached list)
 - D. Approve Financial Reports for Month of August, 2026
 - E. Approve Renewal of Class C Retail Alcohol License for DOYOUBOWL2, LC d/b/a/ Sports Bowl, 1229 12th Street, Effective October 31, 2026
 - F. Resolution No. 032 (2026/2027): A Resolution Approving Beginning Fiscal Year 2026/2027 Transfers

5. Discussion Regarding Field Housing Programming

6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A. Life Saving Award Presentation

7. MAYOR'S APPOINTMENTS

A. Camelot Theater Board – Andy Kelly

8. Ordinance No. 1080 (2026/2027): An Ordinance Amending Chapter 63 (Speed Regulations) of the Nevada Municipal Code to make Necessary Changes to Speed Zones, third and final reading
9. Resolution No. 033 (2026/2027): A Resolution to Approve Iowa Cash Rent Farm Lease (Short Form) for 2026
10. Resolution No. 034 (2026/2027): A Resolution Approving agreement with Cornerstone Commercial Contractors, Inc. for the Nevada Façade Improvements Project
11. Approve Fence at Debris Site
12. Discussion and Consideration of Request to Waive Rental Fees
13. REPORTS – City Administrator/Mayor/Council/Staff
14. ADJOURN

The agenda was posted on the official bulletin board on September 24, 2026, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2026-2027\2026-09-28.DOC



**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, SEPTEMBER 28, 2026 – 6:00 P.M.**

8. Ordinance No. 1080 (2026/2027): An Ordinance Amending Chapter 63 (Speed Regulations) of the Nevada Municipal Code to make Necessary Changes to Speed Zones, third and final reading
Enclosed you shall find the final reading of Chapter 63, adding speed zones for the housing development north of town off S14.
9. Resolution No. 033 (2026/2027): A Resolution to Approve Iowa Cash Rent Farm Lease (Short Form) for 2026
Enclosed you shall find the resolution and lease with Steve Owen to cash rent 17 acres of farm land at the well field.
10. Resolution No. 034 (2026/2027): A Resolution Approving agreement with Cornerstone Commercial Contractors, Inc. for the Nevada Façade Improvements Project
Enclosed you shall find the resolution and agreement for the CDBG Façade Project.
11. Approve Fence at Debris Site
Enclosed you shall find an action form and two bids for fencing
12. Discussion and Consideration of Request to Waive Rental Fees
Enclosed you shall find the action form and ordinance pertaining to the rental inspection program.

NEVADA CITY COUNCIL WORKSESSION - MONDAY, SEPTEMBER 14, 2026 5:30 P.M.

The City Council of the City of Nevada, Iowa, met for a Work Session regarding options for recycling in the future. Council also discussed some of the details of the debris site slated to open in the future. Council met in the Nevada City Council Chambers. The Session convened at 5:30 p.m. on Monday, September 14, 2026 pursuant to the rules of the Council. The notice was posted on the official bulletin board in compliance with the open meeting law.

The following named Council Members were present: Luke Spence, Henry Corbin, Charlie Good, Jason Sampson, Andy Kelly, Sandy Ehrig. Absent: None. Staff Present: Mayor Ryan Condon, Erin Clanton, Jordan Cook, Lucas Battani, Chris Brandes, Erin Mousel, Mike Sauer, Rhonda Maier, Marlys Barker, Devin Cornish. Also present were: Jennifer Luengas-Otto, Jane Heintz, Sue VandeKamp, Raymond Jones, Oliver Anderson, Chad Anderson, Aless Peschel.

No decisions of the council were made. The session concluded at 6:05 p.m.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL – MONDAY, SEPTEMBER 14, 2026 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, September 14, 2026, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Luke Spence, Henry Corbin, Charlie Good, Jason Sampson, Andy Kelly, Sandy Ehrig. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Erin Mousel, Chris Brandes, Lucas Battani, Mike Sauer, Marlys Barker, Rhonda Maier, Devin Cornish, Ray Reynolds.

Also in attendance were: Oliver Anderson, Chad Anderson, Aless Peschel, Raymond Jones, Jane Heintz, Sue VandeKamp, Jennifer Luengas-Otto, Chuck Peebles, Emily Schaack, Tom Maier, Ray Beatty, Jim Samuelson, Deb Parker, Austin Good.

3. APPROVAL OF AGENDA

Motion by Jason Sampson, seconded by Henry Corbin, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Good, Kelly, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on August 24, 2026
- B. Approve Payment of Cash Disbursements, including Check Numbers 90767-90848 and Electronic Numbers 6247-6327 (Inclusive) Totaling \$554,189.70 (See attached list); the First Interstate Card Purchases for the September 19, 2026 Statement, total \$3,150.56; and Sam's Club Card Purchases for September 22, 2026 Statement, total \$291.84
- C. Approve Final Payment of \$30,000 to Camelot Theater Foundation per Resolution No. 045 (2022/2023)
- D. Approve Tax Abatement
 - a. BP2025-252: 712 Academy Circle, New Home
- E. Probationary Firefighter: Joseph Winter

After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Good, Sampson, Kelly, Spence. Nay: None. The Mayor declared the motion carried.

5. MAYOR'S APPOINTMENTS

A. Parks & Recreation Board – Paula Feltner

Motion by Luke Spence, seconded by Henry Corbin, to **approve the appointment of Paula Feltner to the Parks & Recreation Board.** After due consideration and discussion the roll was called. Aye: Spence, Corbin, Good, Sampson, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

B. Board of Adjustment – Austin Good

Motion by Andy Kelly, seconded by Luke Spence, to **approve the appointment of Austin Good to the Board of Adjustment.** After due consideration and discussion the roll was called. Aye: Kelly, Spence, Corbin, Sampson, Ehrig. Nay: None. Abstain: Good. The Mayor declared the motion carried.

6. Approve Repair of two Sanitary Manholes

Motion by Henry Corbin, seconded by Andy Kelly, to **approve the repair of two sanitary manholes from Hydro-Klean in the amount of \$10,500.00.** After due consideration and discussion the roll was called. Aye: Corbin, Kelly, Ehrig, Spence, Good, Sampson. Nay: None. The Mayor declared the motion carried.

7. Approve Pay App No. 01 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$230,746.05

Motion by Andy Kelly, seconded by Sandy Ehrig, to **approve Pay App No. 01 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$230,746.05.** After due consideration and discussion the roll was called. Aye: Kelly, Ehrig, Spence, Corbin, Good, Sampson. Nay: None. The Mayor declared the motion carried.

8. Approve Change Order No. 02 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$129,706.00

Motion by Jason Sampson, seconded by Andy Kelly, to **approve Change Order No. 02 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$129,706.00.** After due consideration and discussion the roll was called. Aye: Sampson, Kelly, Ehrig, Spence, Corbin, Good. Nay: None. The Mayor declared the motion carried.

9. Approve Change Order No. 03 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$3,842.00

This item was removed from the agenda for review.

10. Approve Material Storage for Oak Park Estates Trail Project in the amount of \$3,024.00

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve Material Storage for Oak Park Estates Trail Project in the amount of \$3,024.00.** After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Good, Sampson, Kelly, Spence. Nay: None. The Mayor declared the motion carried.

11. Approve Change Order No. 05 for Oak Park Estates Trail from MidState Solution, LLC in the amount of \$9,625.00

Motion by Jason Sampson, seconded by Henry Corbin, to **approve Change Order No. 05 for Oak Park Estates Trail from MidState Solution, LLC in the amount of \$9,625.00.**

After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Good, Kelly, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

12. Ordinance No. 1080 (2026/2027): An Ordinance Amending Chapter 63 (Speed Regulations) of the Nevada Municipal Code to make Necessary Changes to Speed Zones, second reading

Motion by Luke Spence, seconded by Andy Kelly, to **approve Ordinance No. 1080 (2026/2027), second reading.** After due consideration and discussion the roll was called.

Aye: Spence, Kelly, Ehrig, Corbin, Good, Sampson. Nay: None. The Mayor declared the motion carried.

13. Approve Fire Sprinkler Inspection Invoices from Ahern

Motion by Andy Kelly, seconded by Charlie Good, to **approve Fire Sprinkler Inspection Invoices from Ahern.** After due consideration and discussion the roll was called. Aye: Kelly, Good, Sampson, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

14. Approve Administrative Policy: Workplace Bullying & Respectful Workplace

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve Administrative Policy: Workplace Bullying & Respectful Workplace.** After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Good, Sampson, Kelly, Spence. Nay: None. The Mayor declared the motion carried.

15. Approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for 1622 Fawcett Parkway (Dollar Fresh)

Motion by Jason Sampson, seconded by Luke Spence, to **approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for 1622 Fawcett Parkway (Dollar Fresh).** After due consideration and discussion the roll was called. Aye: Sampson, Spence, Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

16. Approve Bid for Well Field Farm Land

Motion by Jason Sampson, seconded by Charlie Good, to **approve option 1: accept bid from Steve Owen in the amount of \$325.00/acre to cash rent land on the well field.**

After due consideration and discussion the roll was called. Aye: Sampson, Good, Kelly, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

17. Resolution No. 031 (2026/2027): Resolution Authorizing Submission of an Application to the Iowa Economic Development Authority Nuisance Property and Abandoned Building Remediation Program

Motion by Sandy Ehrig, seconded by Henry Corbin, to **adopt Resolution No. 031 (2026/2027)**. After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Good, Sampson, Kelly, Spence. Nay: None. The Mayor declared the motion carried.

18. ADJOURNMENT

There being no further business to come before the meeting, motion by Sandy Ehrig, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:47 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published: _____

Council Approved: _____

Item # 4C
Date: 9/28/26

CITYOF NEVADA CLAIMS 9/28/26

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK#
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 09/13/26	34,292.34	6398
IPERS	IPERS COUNCIL Pay Period: 08/30/2026	45,050.95	6399
RELIANCE STANDARD	RELIANCE Pay Period: 09/13/2026	1,052.10	6400
TREASURER STATE OF IA	STATE WITHHOLDING TAX Pay Period: 08/30/2026	7,134.68	6401
CORNISH, DEVIN	HSA Pay Period: 09/13/2026	50.00	6402
HUTTON, RYAN	HSA Pay Period: 09/13/2026	355.42	6403
SYDNES, KELLAN	HSA Pay Period: 09/13/2026	40.00	6404
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	1,391.61	6405
IPERS	IPERS ADJ 9/2026	0.07	6406
EMPLOYEE BENEFIT SYST	SELF FUNDING FEES	321.30	6407
FIRST INTERSTATE BANK	ALL-SUPPLIES	3,150.56	6408
WAGeworks	FSA 2025 PMTS	259.99	6409
EMPLOYEE BENEFIT SYST	BENEFITS PAID	2,517.87	6410
SAMS CLUB	ALL-SUPPLIES	291.84	6411
PAYROLL	PAYROLL	51.26	90849
AFLAC	AFLAC AFTER TAX Pay Period: 08/30/2026	696.21	90850
COLLECTION SVCS CTR	CHILD SUPPORT Pay Period: 09/13/2026	122.02	90851
MISSION SQUARE	DEFERRED COMPENSATION Pay Period: 09/13/2026	515.00	90852
ALLIANT UTILITIES	WWT-UTILITIES	89.59	90853
CASTOR CONST	25/26 STS N AVE PR#1	230,746.05	90854
HYDRO KLEAN	4-H TENNIS CRT TRUNKLINE REHAB	10,500.00	90855
JOHN DEERE FIN	WWT/STS/WWT-SUPPLIES	767.11	90856
LINCOLN HIGHWAY DAYS COM	FY27 LHD-TOURISM DOLLARS	2,500.00	90857
MAIN STREET NEVADA	FY27 LOT SUPP MAIN STREET NEV	25,000.00	90858
NEV METAL WORKS	OAK PRK TRAIL PROJ - STORAGE	3,024.00	90859
VERIZON	STS-SVCS	384.48	90860
AMAZON	LIB ADULT MATERIALS	1,926.38	90861
BOOKPAGE	LIB-SUBSCRIPTIONS	438.00	90862
CENGAGE LEARNING	LIB-LP MAT	288.95	90863
CENTER POINT	LIB-LARGE PRINT	215.56	90864
CRAIG MCCLANAHAN	LIB-COMPUTER CONSULTING	405.00	90865
DRAINTech	LIB-BATHROOM/KITCHEN MAINT	125.00	90866
FOLLETT CONTENT SOL	LIB-JUV MAT	732.17	90867
GUARDIAN ALLIANCE	LIB RECRUIT	152.00	90868
INGRAM LIBRARY SVCS	LIB-ADULT MAT	1,146.12	90869
MCCALL, BRITTANY	LIB-REFUND	10.00	90870
MCINTASH, ELLEN	LIB - REFUND	14.95	90871
MENARDS	LIB-PAINT YA ROOM	142.32	90872
MICROMARKETING	LIB-AUDIO	214.79	90873
MIDWEST TAPE	LIB-AUDIO/DVDS/DOWNLOADS	1,057.18	90874
SCHENDEL PEST CONTROL	LIB-PEST CONTROL	35.00	90875
SHENANDOAH PUBLIC LIB	LIB REFUND	15.00	90876
WEATHER PROS	LIB-ADULT PROG	260.00	90877
ACCESS SYSTEMS	ALL-COPIER LEASE	1,072.67	90878
ALLIANT	UTILITIES	367.32	90879
ANTE, CARRIE	WTR-REFUND	19.32	90880
ARMOR EQUIP	STS RETERM	699.52	90881

ARNOLDS	STS/EMS/WWT/FD- SUPPLIES	1,103.93	90882
ASCENDANCE TRUCK CTR	STS #17 SERVICE	261.04	90883
AXON ENTERPRISE	PD- TASER EQUIP	3,301.84	90884
B5 BRANDING ELITE SCREEN	STS-SCREEN PRINTING	24.00	90885
BEACON ATHLETICS	REC-BB/SB	91.60	90886
CAPITAL SANI SUPPLY	STS/PKM- SUPPLIES	620.94	90887
CONSUMERS ENERGY	WWT-TREATMENT	23,500.17	90888
CRAIG MCCLANAHAN	WWT IT	4,734.03	90889
CYCLONE AWARDS & ENGRAVING	FD- LIFE SAVING AWARD	339.00	90890
DAKOTA SUPPLY GRP	STS/WTR-SUPPLIES	2,209.83	90891
ELECTRIC PUMP	WTR-FILTER CONTROL PANEL/WELL #7 NEW VFD	15,840.00	90892
ELLIOTT, CHRISTINA	WTR-REFUND	109.74	90893
FERGUSON WATERWORKS	WTR-SOFTWARE UPDATE/METERS	11,009.46	90894
FIRST RESPONDER SUPPLY	PD - TRAUMA PLATES	160.00	90895
GRAINGER	WWT-SOLIDS PROC.	1,505.80	90896
HACH CO	WTR-LAB SUPPLIES	834.85	90897
HALTERMAN, LEVI	WTR-REFUND	7.49	90898
HAWKINS	WTR-CHEMICALS	15,062.53	90899
HOKEL	WTR/STS-HOSE/UNION	438.12	90900
HR GREEN	SRF SPON PROJ E	6,223.28	90901
IA STATE READY MIX	STS/PKM-CONCRETE	1,880.00	90902
MADISON NAT LIFE INS	WWTS-LIFE INS	510.03	90903
MENARDS	PKM/STS-MISC/SINK	75.44	90904
NEVADA COMM HIST	FY26/27 HISTORICAL SOCIETY AGREEMENT MATCH UP	3,680.00	90905
NEVADA HARDWARE	ALL-SUPPLIES	966.61	90906
NIPPON SAN SO MATHESON	POOL- CHEMICALS	7.06	90907
NORTHWAY WELL AND PUMP	WTR-WELL 5/7 REHAB	52,682.00	90908
PALMER, SHELBY LEE	WTR-REFUND	83.94	90909
PEREZ-HERNANDEZ, JUANA	WTR-REFUND	27.80	90910
PERFECT MOTION SPORTS	REC-SB	1,500.00	90911
PRATT SANITATION	FD- HOG ROAST	1,094.24	90912
PSYCHOLOGY ASSOC	FD- SAINTIAGO-LOPEX EXAM	570.00	90913
ROUSE, DONALD	ADM-SHIRTS ROUSE	44.98	90914
SCHENDEL PEST CONTROL	FH-PEST CONTROL	261.31	90915
SCHULING HITCH	PKM-EQUIP RPR	561.00	90916
SIGLER CO	OUR NEVADA	2,711.89	90917
STATE HYGIENIC LAB	POOL-LAB ANALYSIS	32.00	90918
TITAN MACHINERY	STS BACKHOE DEF	2,254.57	90919
TYR TACTICAL	PD - VANDERHART ERT EQUIP	4,867.67	90920
VORTEX USA	POOL-MAINT & RPR	1,200.00	90921
WAGWORKS/HEALTH EQUITY	ALL-FLEX BENEFIT	196.35	90922
WHKS & CO.	ENGINEERING	39,778.59	90923
CORNISH, DEVIN	WWT-CDL LIC RENEWAL	65.50	90924
	PAYROLL EFT (5328-6397)	106,677.39	
	TOTAL ACCTS PAYABLE	688,747.72	

City of Nevada

Account Summary - Nevada Treasurer's Report-Council
 GL Period: 08/26 - 08/26
 GENERAL

Page: 1
 Sep 23, 2026 11:40AM

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
GENERAL					
Total 001:		4,790,062.33	184,196.73	473,714.81-	4,500,544.25
HOTEL MOTEL					
Total 002:		17,511.75	43.37	.00	17,555.12
ROAD USE TAX					
Total 110:		1,914,802.73	106,589.67	56,614.37-	1,964,778.03
EMPLOYEE BENEFITS					
Total 112:		150,854.39	3,188.27	.00	154,042.66
RUT CAPITAL					
Total 113:		209,080.72	4,259.43	17,642.50-	195,697.65
LOCAL OPTION SALES TAX					
Total 121:		1,147,832.93	110,938.84	5,243.05-	1,253,528.72
TAX INCREMENT FINANCING					
Total 125:		1,368,213.37	21,051.29	.00	1,389,264.66
LMI-SUBFUND					
Total 126:		480,228.65	.00	.00	480,228.65
RESTRICTED GIFTS					
Total 167:		3,358.30	14.32	7.16-	3,365.46
CEMETARY CIP/LAND					
Total 168:		27,286.44	.00	.00	27,286.44
LIBRARY TRUST					
Total 169:		7,746.43	1,199.60	1,281.26-	7,664.77
WARREN SENIOR TRUST					
Total 170:		3,624.76	.00	.00	3,624.76
FIRE TRUST					
Total 171:		19,297.37	.00	.00	19,297.37
SCORE O&M					
Total 173:		292.28	.00	.00	292.28
NORTH STORY BASEBALL					
Total 174:		8,346.30	.00	.00	8,346.30
SENIOR CENTER TRUST					
Total 175:		7,688.51	.00	.00	7,688.51
GATES HALL PIANO					
Total 176:		21,017.51	.00	.00	21,017.51
ASSET FORFEITURE					
Total 177:		13,475.82	.00	.00	13,475.82
PARK OPEN SPACE					
Total 179:		149,525.48	13,500.00	13,500.00-	149,525.48
COLUMBARIAN MAINTENANCE					
Total 180:		6,156.89	.00	.00	6,156.89
TRAIL MAINTENANCE					
Total 181:		92,230.69	.00	1,226.32-	91,004.37
DANIELSON TRUST					
Total 182:		289,805.35	.00	3,377.06-	286,428.29
LIB BLDG TRUST					
Total 183:		218.65	.00	.00	218.65
TREES FOREVER					
Total 184:		5,044.29	.00	.00	5,044.29
4TH OF JULY TRUST					
Total 185:		1,625.54-	.00	.00	1,625.54-
COMMUNITY BAND					
Total 186:		3,602.66	.00	1,450.00-	2,152.66
PUBLIC ART FUND					
Total 187:		3,715.28	.00	.00	3,715.28
DEBT SERVICE					
Total 200:		478,139.75	4,181.13	.00	482,320.88

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
CH CAMPUS PROJ					
Total 301:		648.98	.00	.00	648.98
LIBRARY ADDITION					
Total 302:		9,419.13	.00	.00	9,419.13
SC/FIELDHOUSE					
Total 304:		606,610.74	.00	.00	606,610.74
RAILROAD CROSSING IMP					
Total 305:		15,499.95-	.00	.00	15,499.95-
SPLASHPAD PROJECT					
Total 306:		737,065.15	.00	.00	737,065.15
SIDEWALK IMPROVEMENTS					
Total 307:		149,545.32	.00	19.98-	149,525.34
2024 CIP STS IMPROV PRO					
Total 309:		312,641.25-	.00	.00	312,641.25-
2026 TRUNKLINE					
Total 311:		78,786.00-	.00	83,787.70-	162,573.70-
2026 CIP ST/WTR/STRM PROJECT					
Total 313:		2,957,267.60	.00	98,655.00-	2,858,612.60
2024 BRIDGE REPAIRS					
Total 314:		3,450.00	.00	1,755.00-	1,695.00
WEST INDUSTRIAL PARK					
Total 316:		29,138.88-	.00	.00	29,138.88-
2024HMA OVERLAY F&G					
Total 318:		12,000.00-	.00	.00	12,000.00-
HARRINGTON PARK PROJECT					
Total 319:		11,536.34	.00	.00	11,536.34
TRAIL CIP RESERVE PROJ					
Total 321:		65,782.01	276.99	.00	66,059.00
ARP FUNDS					
Total 322:		100,840.02	.00	.00	100,840.02
CDBG DT FAÇADE PROJ					
Total 327:		194,085.58	25,852.00	.00	219,937.58
PERPTUAL CARE					
Total 500:		186,389.08	.00	.00	186,389.08
HATTERY TRUST					
Total 501:		5,000.00	.00	.00	5,000.00
PERPTUAL CARE NEW					
Total 502:		400.00	1,600.00	.00	2,000.00
WATER					
Total 600:		6,158,664.04	331,853.09	111,425.01-	6,379,092.12
WATER DEPOSITS					
Total 601:		99,061.87	3,920.00	1,805.00-	101,176.87
WATER PLANT UPGRADE RSR					
Total 602:		2,363,029.00	5,034.61	.00	2,368,063.61
WATER 2012C/2020B BOND					
Total 605:		200,016.73	.00	.00	200,016.73
WATER CAPITAL REVOLVING					
Total 607:		449,951.90	958.66	.00	450,910.56
JORDAN WELL					
Total 608:		88,534.78	.00	.00	88,534.78
WTR CAPITAL PROJECTS					
Total 609:		42,248.30-	.00	.00	42,248.30-
SEWER					
Total 610:		6,308,835.73	432,614.19	104,904.90-	6,636,545.02
SEWER SRF REVOLVING					
Total 611:		2,948,725.35	6,282.48	.00	2,955,007.83

SEWER CONSTRUCTION

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
SEWER CONSTRUCTION					
Total 615:		881,152.62	1,877.30	27.46-	883,002.46
SEWER CAP IMP PROJECT					
Total 616:		1,138,816.01-	.00	6,048.80-	1,144,864.81-
SEWER EQUIP REVOLVING					
Total 617:		469,594.97	1,000.51	.00	470,595.48
SRF SPONSORED PROJECT					
Total 618:		273,116.84-	.00	5,451.75-	278,568.59-
LANDFILL/GARBAGE					
Total 670:		25,996.52-	6,210.93	55.11-	19,840.70-
STORM WATER					
Total 740:		1,105,467.59	17,663.72	5,249.21-	1,117,882.10
REVOLVING FUND					
Total 810:		1,460,146.56	151,836.67	244,818.92-	1,367,164.31
FLEXT BENEFIT REVOLVING					
Total 812:		41,696.42	3,541.34	3,871.90-	41,365.86
HEALTH INS, SELF FUND					
Total 813:		181,957.47	49,367.82	50,507.25-	180,818.04
OTHER INTERNAL SERV FUN					
Total 830:		357,468.32	761.61	.00	358,229.93
Grand Totals:		37,431,633.64	1,489,814.57	1,292,439.52-	37,629,008.69

Report Criteria:

Includes only accounts with balances or activity

Includes grand totals

[Report].SOURCE = none

[Report].ACCOUNT = none

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
FUND: 001						
Total POLICE:		1,459,853.00	108,830.41	250,720.11	17.00%	1,209,132.89
Total POLICE-OFFICE:		165,868.00	12,074.82	24,406.17	15.00%	141,461.83
Total EMERGENCY MANAGEMENT:		1,700.00	103.94	163.08	10.00%	1,536.92
Total FIRE:		275,636.00	18,588.91	109,976.60	40.00%	165,659.40
Total EMS:		15,300.00	269.77	3,928.64	26.00%	11,371.36
Total BUILDING INSPECTIONS:		69,923.00	4,175.95	9,443.39	14.00%	60,479.61
Total ANIMAL CONTROL:		4,500.00	1,680.67	2,418.67	54.00%	2,081.33
Total ANIMAL CONTROL-OWNER:		1,500.00	.00	.00	0.00%	1,500.00
Total LIBRARY:		635,690.00	35,748.95	98,685.32	16.00%	537,004.68
Total PARKS:		.00	.74	2,275.96	0.00%	2,275.96-
Total PARK MAINTENANCE:		525,116.00	36,175.43	133,396.26	25.00%	391,719.74
Total PARKS-AHTLETIC FIELDS:		.00	2,480.00	2,595.00	0.00%	2,595.00-
Total FOUR-PLEX COMPLEX:		.00	679.35	679.35	0.00%	679.35-
Total POOL:		288,212.00	42,231.79	111,126.78	39.00%	177,085.22
Total RECREATION:		.00	.00	7.90	0.00%	7.90-
Total ADULT PROGRAMS/ACTIVITIES:		4,430.00	.00	.00	0.00%	4,430.00

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total COMMUNITY HEALTH/WEILLNESS:	1,000.00	535.50	2,320.50	232.00%	1,320.50-
	Total SENIOR ACTIVITY:	6,000.00	.00	.00	0.00%	6,000.00
	Total CEMETERY:	173,525.00	14,269.46	34,820.63	20.00%	138,704.37
	Total FIELD HOUSE:	368,839.00	28,573.79	58,990.51	16.00%	309,848.49
	Total SENIOR COMMUNITY CENTER:	9,396.00	602.87	2,594.22	28.00%	6,801.78
	Total BASEBALL SOFTBALL:	39,765.00	93.65	982.43	2.00%	38,782.57
	Total YOUTH BASKETBALL:	16,765.00	.00	.00	0.00%	16,765.00
	Total VOLLEYBALL:	4,153.00	1,135.00	1,135.00	27.00%	3,018.00
	Total FLAG FOOTBALL:	8,459.00	825.00	825.00	10.00%	7,634.00
	Total GIRL:	3,230.00	.00	.00	0.00%	3,230.00
	Total ECONOMIC DEVELOPMENT:	7,000.00	.00	.00	0.00%	7,000.00
	Total PLANNING & ZONING:	144,743.00	11,569.15	16,981.43	12.00%	127,861.57
	Total RAGBRAI:	.00	671.40	9,335.28	0.00%	9,335.28-
	Total MAYOR/COUNCIL/CITY MGR:	18,414.00	545.02	1,093.04	6.00%	17,320.96
	Total COUNCIL:	12,095.00	3,800.00	5,552.34	46.00%	6,542.66
	Total CITY ADMINISTRATOR:	16,700.00	522.54	1,560.97	9.00%	15,139.03

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total CLERK/TREASURER/ADM:	447,998.00	30,952.66	65,093.70	15.00%	382,904.30
	Total LEGAL SERVICES/ATTORNEY:	207,000.00	9,025.00	20,819.00	10.00%	186,181.00
	Total CITY HALL/GENERAL BLDGS:	150,719.00	13,440.96	27,036.99	18.00%	123,682.01
	Total TORT LIABILITY:	71,160.00	.00	67,644.63	95.00%	3,515.37
	Total TRANSFERS IN/OUT:	226,472.00	.00	.00	0.00%	226,472.00
	Total FUND: 001:	5,381,161.00-	379,602.73-	1,066,508.90-	20.00%	4,314,652.10-
HOTEL MOTEL						
	Total CHRISTMAS LIGHTS:	800.00	.00	.00	0.00%	800.00
	Total 4TH OF JULY:	6,200.00	.00	9.99	0.00%	6,190.01
	Total LINCOLN HWY DAYS:	2,500.00	.00	.00	0.00%	2,500.00
	Total TRANSFERS IN/OUT:	800.00	.00	.00	0.00%	800.00
	Total HOTEL MOTEL:	10,300.00-	.00	9.99-	0.00%	10,290.01-
ROAD USE TAX						
	Total FLOOD CONTROL:	27,400.00	3,778.32	8,770.54	32.00%	18,629.46
	Total ROADS, BRIDGES, SIDEWALKS:	874,343.00	48,232.37	147,009.82	17.00%	727,333.18
	Total STREET LIGHTING:	61,000.00	4,549.18	8,819.18	14.00%	52,180.82
	Total PAVEMENT MARKINGS:	10,000.00	54.50	1,279.68	13.00%	8,720.32
	Total SNOW REMOVAL:	92,482.00	.00	.00	0.00%	92,482.00

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total TRANSFERS IN/OUT:	454,622.00	.00	.00	0.00%	454,622.00
	Total ROAD USE TAX:	1,519,847.00-	56,614.37-	165,879.22-	11.00%	1,353,967.78-
EMPLOYEE BENEFITS						
	Total TRANSFERS IN/OUT:	1,074,537.00	.00	.00	0.00%	1,074,537.00
	Total EMPLOYEE BENEFITS:	1,074,537.00-	.00	.00	0.00%	1,074,537.00-
RUT CAPITAL						
	Total ROADS, BRIDGES, SIDEWALKS:	320,000.00	17,642.50	347,892.50	109.00%	27,892.50-
	Total RUT CAPITAL:	320,000.00-	17,642.50-	347,892.50-	109.00%	27,892.50
LOCAL OPTION SALES TAX						
	Total POLICE:	80,000.00	.00	10,698.26	13.00%	69,301.74
	Total STREET LIGHTING:	65,000.00	4,499.76	8,121.73	12.00%	56,878.27
	Total TREES & WEEDS:	20,000.00	.00	8,723.68	44.00%	11,276.32
	Total WATER,AIR,MOSQUITO CONTRO:	10,000.00	.00	2,886.70	29.00%	7,113.30
	Total OTHER HEALTH/SOCIAL SERV:	40,000.00	.00	.00	0.00%	40,000.00
	Total PARK MAINTENANCE:	500.00	.00	.00	0.00%	500.00
	Total CEMETERY:	5,000.00	.00	.00	0.00%	5,000.00
	Total HALLOWEEN:	250.00	.00	.00	0.00%	250.00
	Total HISTORICAL SOCIETY:	5,500.00	.00	.00	0.00%	5,500.00

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total HISTORIC PRESERVATION:	2,000.00	.00	.00	0.00%	2,000.00
	Total ECONOMIC DEVELOPMENT:	65,000.00	.00	.00	0.00%	65,000.00
	Total PLANNING & ZONING:	60,000.00	.00	500.00	1.00%	59,500.00
	Total CHRISTMAS LIGHTS:	4,800.00	.00	.00	0.00%	4,800.00
	Total OTHER COMM & ECO DEV:	4,000.00	.00	.00	0.00%	4,000.00
	Total CITY ADMINISTRATOR:	40,000.00	152.76	3,125.46	8.00%	36,874.54
	Total LEGAL SERVICES/ATTORNEY:	1,500.00	.00	.00	0.00%	1,500.00
	Total OTHER GENERAL GOVERNMENT:	20,000.00	590.53	1,412.77	7.00%	18,587.23
	Total TRANSFERS IN/OUT:	1,280,000.00	.00	.00	0.00%	1,280,000.00
	Total LOCAL OPTION SALES TAX:	1,703,550.00-	5,243.05-	35,468.60-	2.00%	1,668,081.40-
TAX INCREMENT FINANCING						
	Total ECONOMIC DEVELOPMENT:	361,828.00	.00	.00	0.00%	361,828.00
	Total TRANSFERS IN/OUT:	1,390,951.00	.00	.00	0.00%	1,390,951.00
	Total TAX INCREMENT FINANCING:	1,752,779.00-	.00	.00	0.00%	1,752,779.00-
LMI-SUBFUND						
	Total HOUSING & URBAN RENEWAL:	140,000.00	.00	.00	0.00%	140,000.00
	Total LMI-SUBFUND:	140,000.00-	.00	.00	0.00%	140,000.00-
ECONOMIC DEVELOPMENT						

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total HOUSING & URBAN RENEWAL:	180,000.00	.00	.00	0.00%	180,000.00
	Total ECONOMIC DEVELOPMENT:	180,000.00-	.00	.00	0.00%	180,000.00-
CEMETARY CIP/LAND						
	Total CEMETERY:	3,000.00	.00	.00	0.00%	3,000.00
	Total CEMETARY CIP/LAND:	3,000.00-	.00	.00	0.00%	3,000.00-
LIBRARY TRUST						
	Total LIBRARY-DONATED:	18,000.00	1,281.26	5,905.49	33.00%	12,094.51
	Total LIBRARY-STATE INFRASTRUCT:	4,000.00	.00	.00	0.00%	4,000.00
	Total LIBRARY TRUST:	22,000.00-	1,281.26-	5,905.49-	27.00%	16,094.51-
SCORE-UNDESIGNATED						
	Total PARK MAINTENANCE:	6,290.00	.00	.00	0.00%	6,290.00
	Total SCORE-UNDESIGNATED:	6,290.00-	.00	.00	0.00%	6,290.00-
SCORE O&M						
	Total PARK MAINTENANCE:	300.00	.00	.00	0.00%	300.00
	Total SCORE O&M:	300.00-	.00	.00	0.00%	300.00-
NORTH STORY BASEBALL						
	Total BASEBALL SOFTBALL:	5,000.00	.00	.00	0.00%	5,000.00
	Total NORTH STORY BASEBALL:	5,000.00-	.00	.00	0.00%	5,000.00-
SENIOR CENTER TRUST						
	Total SENIOR COMMUNITY CENTER:	4,500.00	.00	5,295.00	118.00%	795.00-

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total SENIOR CENTER TRUST:	4,500.00-	.00	5,295.00-	118.00%	795.00
PARK OPEN SPACE						
	Total PARK MAINTENANCE:	35,000.00	4,500.00	5,300.00	15.00%	29,700.00
	Total FOUR-PLEX COMPLEX:	5,500.00	.00	.00	0.00%	5,500.00
	Total PARK OPEN SPACE:	40,500.00-	4,500.00-	5,300.00-	13.00%	35,200.00-
TRAIL MAINTENANCE						
	Total TRAIL SYSTEM-BIKE/WALK:	15,000.00	1,226.32	1,226.32	8.00%	13,773.68
	Total TRAIL MAINTENANCE:	15,000.00-	1,226.32-	1,226.32-	8.00%	13,773.68-
DANIELSON TRUST						
	Total LIBRARY-DONATED:	40,500.00	3,377.06	5,951.75	15.00%	34,548.25
	Total DANIELSON TRUST:	40,500.00-	3,377.06-	5,951.75-	15.00%	34,548.25-
4TH OF JULY TRUST						
	Total 4TH OF JULY:	500.00	.00	.00	0.00%	500.00
	Total 4TH OF JULY TRUST:	500.00-	.00	.00	0.00%	500.00-
COMMUNITY BAND						
	Total MUSEUM/BAND/THEATRE:	1,400.00	1,450.00	1,450.00	104.00%	50.00-
	Total COMMUNITY BAND:	1,400.00-	1,450.00-	1,450.00-	104.00%	50.00
PUBLIC ART FUND						
	Total COMMUNITY BEAUTIFICATION:	5,000.00	.00	257.50	5.00%	4,742.50
	Total PUBLIC ART FUND:	5,000.00-	.00	257.50-	5.00%	4,742.50-
DEBT SERVICE						

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total CBD PROJECT 8.9M:	1,292,950.00	.00	.00	0.00%	1,292,950.00
	Total 2019B CIP WORK:	960,450.00	.00	.00	0.00%	960,450.00
	Total DEBT SERVICE:	2,253,400.00-	.00	.00	0.00%	2,253,400.00-
RAILROAD CROSSING IMP						
	Total RAILROAD CROSSINGS:	60,000.00	.00	.00	0.00%	60,000.00
	Total RAILROAD CROSSING IMP:	60,000.00-	.00	.00	0.00%	60,000.00-
SIDEWALK IMPROVEMENTS						
	Total SIDEWALKS:	50,000.00	19.98	19.98	0.00%	49,980.02
	Total SIDEWALK IMPROVEMENTS:	50,000.00-	19.98-	19.98-	0.00%	49,980.02-
2024 CIP STS IMPROV PRO						
	Total ROADS, BRIDGES, SIDEWALKS:	350,000.00	.00	.00	0.00%	350,000.00
	Total 2024 CIP STS IMPROV PRO:	350,000.00-	.00	.00	0.00%	350,000.00-
2026 TRUNKLINE						
	Total ROADS, BRIDGES, SIDEWALKS:	.00	83,787.70	151,008.70	0.00%	151,008.70-
	Total 2026 TRUNKLINE:	.00	83,787.70-	151,008.70-	0.00%	151,008.70
2026 CIP ST/WTR/STRM PROJECT						
	Total ROADS, BRIDGES, SIDEWALKS:	3,500,000.00	98,655.00	98,655.00	3.00%	3,401,345.00
	Total 2026 CIP ST/WTR/STRM PROJECT:	3,500,000.00-	98,655.00-	98,655.00-	3.00%	3,401,345.00-
2024 BRIDGE REPAIRS						
	Total ROADS, BRIDGES, SIDEWALKS:	.00	1,755.00	1,755.00	0.00%	1,755.00-

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total 2024 BRIDGE REPAIRS:	.00	1,755.00-	1,755.00-	0.00%	1,755.00
HARRINGTON PARK PROJECT						
	Total PARKS:	220,000.00	.00	.00	0.00%	220,000.00
	Total HARRINGTON PARK PROJECT:	220,000.00-	.00	.00	0.00%	220,000.00-
TRAIL CIP RESERVE PROJ						
	Total TRAIL SYSTEM-BIKE/WALK:	150,000.00	.00	18,139.00	12.00%	131,861.00
	Total TRAIL CIP RESERVE PROJ:	150,000.00-	.00	18,139.00-	12.00%	131,861.00-
ARP FUNDS						
	Total WASTSEWATER COLLECTION:	500,000.00	.00	500,000.00	100.00%	.00
	Total ARP FUNDS:	500,000.00-	.00	500,000.00-	100.00%	.00
CDBG DT FAÇADE PROJ						
	Total ECONOMIC DEVELOPMENT:	.00	.00	3,526.00	0.00%	3,526.00-
	Total CDBG DT FAÇADE PROJ:	.00	.00	3,526.00-	0.00%	3,526.00
WATER						
	Total WATER-PLANT/PUMPS:	1,059,366.00	75,499.87	213,686.75	20.00%	845,679.25
	Total WATER-LINES-INST & O&M:	104,884.00	3,689.97	8,703.47	8.00%	96,180.53
	Total WATER ACCOUNTING:	420,921.00	32,235.17	66,075.64	16.00%	354,845.36
	Total TRANSFERS IN/OUT:	839,150.00	.00	.00	0.00%	839,150.00
	Total WATER:	2,424,321.00-	111,425.01-	288,465.86-	12.00%	2,135,855.14-
WATER DEPOSITS						

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total WATER ACCOUNTING:	20,000.00	.00	.00	0.00%	20,000.00
	Total WATER DEPOSITS:	20,000.00-	.00	.00	0.00%	20,000.00-
WATER 2012C/2020B BOND						
	Total WTR 2012C BOND:	189,150.00	.00	.00	0.00%	189,150.00
	Total WATER 2012C/2020B BOND:	189,150.00-	.00	.00	0.00%	189,150.00-
WATER CAPITAL REVOLVING						
	Total WATER:	58,000.00	.00	.00	0.00%	58,000.00
	Total WATER-PLANT/PUMPS:	245,000.00	.00	4,500.00	2.00%	240,500.00
	Total WATER CAPITAL REVOLVING:	303,000.00-	.00	4,500.00-	1.00%	298,500.00-
JORDAN WELL						
	Total WATER-PLANT/PUMPS:	81,500.00	.00	.00	0.00%	81,500.00
	Total JORDAN WELL:	81,500.00-	.00	.00	0.00%	81,500.00-
SEWER						
	Total WASTEWATER PLANT:	1,738,964.00	78,262.26	235,927.34	14.00%	1,503,036.66
	Total WASTSEWATER COLLECTION:	100,458.00	5,319.77	12,303.64	12.00%	88,154.36
	Total WASTEWATER ACCOUNTING:	302,661.00	21,322.87	44,818.67	15.00%	257,842.33
	Total TRANSFERS IN/OUT:	375,000.00	.00	.00	0.00%	375,000.00
	Total SEWER:	2,517,083.00-	104,904.90-	293,049.65-	12.00%	2,224,033.35-
SEWER SRF REVOLVING						
	Total WWT DEBT:	2,984,468.00	.00	.00	0.00%	2,984,468.00

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total SEWER SRF REVOLVING:	2,984,468.00-	.00	.00	0.00%	2,984,468.00-
WASTEWATER SEWER LINE NORTH						
	Total SEWER/SEWAGE DISPOSAL:	500,000.00	.00	.00	0.00%	500,000.00
	Total SEWER/SEWAGE DISPOSAL:	500,000.00	.00	.00	0.00%	500,000.00
	Total WASTEWATER SEWER LINE NORTH:	1,000,000.00-	.00	.00	0.00%	1,000,000.00-
SEWER CONSTRUCTION						
	Total TRANSFERS IN/OUT:	3,282,573.00	.00	.00	0.00%	3,282,573.00
	Total SEWER CONSTRUCTION:	3,282,573.00-	.00	.00	0.00%	3,282,573.00-
SEWER CAP IMP PROJECT						
	Total WASTSEWATER COLLECTION:	.00	6,048.80	15,648.80	0.00%	15,648.80-
	Total SEWER CAP IMP PROJECT:	.00	6,048.80-	15,648.80-	0.00%	15,648.80
SEWER EQUIP REVOLVING						
	Total WASTEWATER PLANT:	54,400.00	.00	12,159.00	22.00%	42,241.00
	Total SEWER EQUIP REVOLVING:	54,400.00-	.00	12,159.00-	22.00%	42,241.00-
SRF SPONSORED PROJECT						
	Total WASTSEWATER COLLECTION:	1,050,000.00	5,451.75	15,474.07	1.00%	1,034,525.93
	Total SRF SPONSORED PROJECT:	1,050,000.00-	5,451.75-	15,474.07-	1.00%	1,034,525.93-
LANDFILL/GARBAGE						
	Total LANDFILL/GARBAGE:	80,700.00	55.11	36,466.83	45.00%	44,233.17
	Total LANDFILL/GARBAGE:	80,700.00-	55.11-	36,466.83-	45.00%	44,233.17-
STORM WATER						

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total STORM WATER:	75,000.00	5,249.21	8,802.59	12.00%	66,197.41
	Total TRANSFERS IN/OUT:	500,000.00	.00	.00	0.00%	500,000.00
	Total STORM WATER:	575,000.00-	5,249.21-	8,802.59-	2.00%	566,197.41-
REVOLVING FUND						
	Total POLICE:	88,000.00	50,641.90	50,641.90	58.00%	37,358.10
	Total FIRE:	140,200.00	.00	9,150.00	7.00%	131,050.00
	Total LIBRARY:	35,000.00	748.99	748.99	2.00%	34,251.01
	Total PARK MAINTENANCE:	165,500.00	57,430.00	53,672.78	32.00%	111,827.22
	Total POOL:	26,500.00	.00	13,120.88	50.00%	13,379.12
	Total CEMETERY:	47,000.00	.00	.00	0.00%	47,000.00
	Total FIELDHOUSE:	7,500.00	.00	.00	0.00%	7,500.00
	Total PLANNING & ZONING:	12,000.00	.00	.00	0.00%	12,000.00
	Total CLERK/TREASURER/ADM:	134,500.00	14,279.50	20,097.43	15.00%	114,402.57
	Total REVOLVING FUND:	656,200.00-	123,100.39-	147,431.98-	22.00%	508,768.02-
FLEXT BENEFIT REVOLVING						
	Total OTHER GENERAL GOVERNMENT:	.00	3,871.90	7,492.03	0.00%	7,492.03-
	Total FLEXT BENEFIT REVOLVING:	.00	3,871.90-	7,492.03-	0.00%	7,492.03
HEALTH INS, SELF FUND						
	Total OTHER GENERAL GOVERNMENT:	.00	50,442.25	106,828.18	0.00%	106,828.18-

Period 08/26 (08/31/2026)

Sep 23, 2026 11:47AM

FUND	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total HEALTH INS, SELF FUND:		.00	50,442.25	106,828.18	0.00%	106,828.18
Grand Totals:		34,627,959.00	1,065,704.29	3,350,567.94	10.00%	31,177,391.06

Report Criteria:

Includes only accounts with balances or activity

Includes grand totals

[Report].ACCOUNT = none

[Report].OBJECT CODE = none

Account Number	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total FUND: 001:		5,519,244.00	90,084.65	303,676.83	6.00%	5,215,567.17
Total HOTEL MOTEL:		9,400.00	43.37	2,022.23	22.00%	7,377.77
Total ROAD USE TAX:		1,238,347.00	106,589.67	206,940.92	17.00%	1,031,406.08
Total EMPLOYEE BENEFITS:		969,803.00	3,188.27	6,270.43	1.00%	983,532.57
Total RUT CAPITAL:		362,000.00	4,259.43	4,716.26	1.00%	357,283.74
Total LOCAL OPTION SALES TAX:		1,270,000.00	110,938.84	238,860.76	19.00%	1,031,139.24
Total TAX INCREMENT FINANCING:		1,753,779.00	21,051.29	35,634.85	2.00%	1,718,144.15
Total LMI-SUBFUND:		80,352.00	.00	.00	0.00%	80,352.00
Total ECONOMIC DEVELOPMENT:		180,000.00	.00	.00	0.00%	180,000.00
Total RESTRICTED GIFTS:		100.00	7.16	14.50	15.00%	85.50
Total LIBRARY TRUST:		7,100.00	1,199.60	1,307.67	18.00%	5,792.33
Total WARREN SENIOR TRUST:		.00	.00	3,624.76	0.00%	3,624.76
Total SENIOR CENTER TRUST:		500.00	.00	.00	0.00%	500.00
Total PARK OPEN SPACE:		8,000.00	4,500.00	4,600.00	58.00%	3,400.00
Total COLUMBARIAN MAINTENANCE:		500.00	.00	.00	0.00%	500.00
Total TRAIL MAINTENANCE:		25,000.00	.00	.00	0.00%	25,000.00
Total DANIELSON TRUST:		2,000.00	.00	.00	0.00%	2,000.00

Account Number	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total 4TH OF JULY TRUST:		500.00	.00	787.50	158.00%	287.50-
Total COMMUNITY BAND:		2,300.00	.00	200.00	9.00%	2,100.00
Total PUBLIC ART FUND:		7,000.00	.00	.00	0.00%	7,000.00
Total DEBT SERVICE:		2,277,164.00	4,181.13	6,696.59	0.00%	2,270,467.41
Total SC/FIELDHOUSE:		.00	.00	472,791.13	0.00%	472,791.13-
Total SIDEWALK IMPROVEMENTS:		.00	.00	780.00	0.00%	780.00-
Total 2024 CIP STS IMPROV PRO:		381,934.00	.00	.00	0.00%	381,934.00
Total 2026 CIP STWTR/STRM PROJECT:		4,150,000.00	.00	.00	0.00%	4,150,000.00
Total HARRINGTON PARK PROJECT:		125,000.00	.00	287.00	0.00%	124,713.00
Total TRAIL CIP RESERVE PROJ:		133,978.00	276.99	812.65	1.00%	133,165.35
Total ARP FUNDS:		399,160.00	.00	.00	0.00%	399,160.00
Total CDBG DT FAÇADE PROJ:		275,000.00	25,852.00	25,852.00	9.00%	249,148.00
Total PERPTUAL CARE:		5,000.00	.00	.00	0.00%	5,000.00
Total PERPTUAL CARE NEW:		.00	1,600.00	2,000.00	0.00%	2,000.00-
Total WATER:		3,303,221.00	331,853.09	640,904.61	19.00%	2,662,316.39
Total WATER DEPOSITS:		20,000.00	2,115.00	3,595.00	18.00%	16,405.00

Account Number	Title	2026-27 Current year Budget	2026-26 Current year Actual	2026-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total WATER PLANT UPGRADE RSR:		250,000.00	5,034.61	10,197.74	4.00%	239,802.26
Total WATER 2012C/2020B BOND:		189,150.00	.00	.00	0.00%	189,150.00
Total WATER CAPITAL REVOLVING:		206,000.00	958.66	1,941.79	1.00%	204,058.21
Total SEWER:		5,935,700.00	432,614.19	847,964.28	14.00%	5,087,735.72
Total SEWER SRF REVOLVING:		3,322,573.00	6,282.48	7,745.22	0.00%	3,314,827.78
Total SEWER CONSTRUCTION:		120,000.00	1,849.84	5,137.00	4.00%	114,863.00
Total SEWER EQUIP REVOLVING:		85,000.00	1,000.51	2,026.56	2.00%	82,973.44
Total SRF SPONSORED PROJECT:		1,050,000.00	.00	.00	0.00%	1,050,000.00
Total LANDFILL/GARBAGE:		82,700.00	6,210.93	12,352.12	15.00%	70,347.88
Total STORM WATER:		197,200.00	17,663.72	35,589.57	18.00%	161,610.43
Total REVOLVING FUND:		600,000.00	19,618.14	33,119.50	6.00%	566,880.50
Total FLEXT BENEFIT REVOLVING:		.00	3,541.34	6,791.00	0.00%	6,791.00-
Total HEALTH INS, SELF FUND:		.00	49,302.82	98,618.78	0.00%	98,618.78-
Total OTHER INTERNAL SERV FUN:		.00	761.61	1,542.66	0.00%	1,542.66-
Grand Totals:		34,564,705.00	1,252,579.34	3,025,401.91	9.00%	31,539,303.09

Item # 4E
Date: 9/28/20

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 9/28/20 Council Agenda

Business Name Sports Bowl Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ___ denial of a beer or liquor license to this business.

9-21-26
Date

DAR
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

A Fire Extinguisher by door to be mounted to wall by owner

CLASS "C" RETAIL ALCOHOL LICENSE RENEWAL

Business Information

Name of Legal Entity: DOYOUNBOWL2, LC

FEIN: XX-XXX7454

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 723637

Premises Information

Premises DBA: SPORTS BOWL

Premises Address: 1229 12TH ST NEVADA IA 50201-1621

Premises Type: Bowling Alley

Number of Floors: 0

Control of Premises: Own

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?
Yes

Does your premises conform to all local and state health, fire and building laws and regulations?
Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?
Yes

Has the number of floors of the premises changed?
No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.
No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.
No

License Information

Effective Date: 31-Oct-2026

Length of License Requested: 12 months

Privilege(s) Requested

MEMORANDUM

TO: Mayor and City Council
FROM: Lucas Battani, Finance Director / Assistant City Administrator
DATE: September 28, 2026
RE: FY27 Beginning Year Transfers, as approved by Resolution No. 065 2025/2026

Dear Mayor and Council,

At the upcoming council meeting, staff will present a resolution authorizing beginning-of-year fund transfers for Fiscal Year 2026/2027. This memo briefly explains why we are presenting this resolution.

Background

On April 13, 2026, Council adopted the FY2026/2027 annual budget and the accompanying budgeted transfers worksheet by Resolution No. 065 (2025/2026). That worksheet authorized the full slate of interfund transfers planned for the fiscal year. At the start of each year, staff completes the recurring operational transfers first, then completes the remaining transfers later in the year as obligations come due.

Transfers Included

This resolution completes the beginning-of-year transfers, which move Local Option Sales Tax, Road Use Tax, and utility resources into the funds where they are budgeted to be used:

General Fund Support. Local Option Sales Tax transfers support the Police Officer/SRO position (\$200,000), the Communications Specialist position (\$70,000), Live Healthy Iowa (\$1,000), and Park & Rec scholarships (\$2,000).

Trails, Parks, and Public Arts. Local Option Sales Tax funds the Trail Maintenance program (\$25,000), the Harrington Park Project for new trails (\$75,000), and the Public Arts Commission Fund (\$2,000).

Equipment Revolving. Local Option Sales Tax and Road Use Tax fund equipment revolving accounts for the Streets (\$150,000 LOST plus \$200,000 RUT), Police (\$75,000), Fire (\$75,000), Library (\$30,000), Park & Rec (\$150,000), Cemetery (\$30,000), Administration (\$100,000), and Fieldhouse (\$20,000) departments for future purchases.

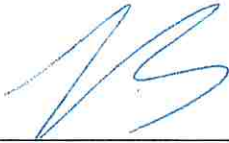
Utility Transfers. Water Utility transfers fund the 2012C Water Revenue Bond payment (\$189,150), the Water Equipment Revolving account (\$200,000), and the Water Plant Upgrade Reserve (\$200,000). The Wastewater Utility funds its Equipment Revolving account (\$75,000).

Important to Note

These transfers were contemplated and approved in the FY2026/2027 budget, do not increase the total amount authorized for transfers, and do not require a budget amendment. The remaining budgeted transfers, including the Trust & Agency benefit levy, debt service, and project-fund transfers, will be brought forward in separate resolutions later in the year. This resolution simply records the beginning-of-year transfers so the official record reflects how they were executed and provides a clear audit trail.

Please let me know if you have any questions before the meeting.

Sincerely,



LUCAS BATTANI, FINANCE DIRECTOR/ASSISTANT CITY ADMINISTRATOR
CITY OF NEVADA, IOWA

RESOLUTION NO. 032 (2026/2027)

A RESOLUTION APPROVING BEGINNING FISCAL YEAR 2026/2027 TRANSFERS

WHEREAS, the following beginning-year transfers were scheduled in the FY2026/2027 budget and need to be completed; and

FROM	TO	AMOUNT
Local Option Tax 121-910-6910	General Fund (Officer/SRO) 001-910-4830	\$200,000.00
Local Option Tax 121-910-6910	General Fund (Live Healthy IA) 001-910-4830	\$1,000.00
Local Option Tax 121-910-6910	General Fund (Scholarship for P&R) 001-910-4830	\$2,000.00
Local Option Tax 121-910-6910	General Fund (Comm Specialist) 001-910-4830	\$70,000.00
Local Option Tax 121-910-6910	Equipment Revolving – Streets 113-910-4830	\$150,000.00
Local Option Tax 121-910-6910	Trail Maintenance 181-910-4830	\$25,000.00
Local Option Tax 121-910-6910	Harrington Park Project (New Trails) 319-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Public Arts Commission Fund 187-910-4830	\$2,000.00
Road Use Tax 110-910-6910	Equipment Revolving – Streets 113-910-4830	\$200,000.00
Water Utility 600-910-6910	2012C Bond, WT Revenue Bond 605-910-4830	\$189,150.00
Water Utility 600-910-6910	Water Equipment Revolving 607-910-4830	\$200,000.00
Water Utility 600-910-6910	WTR Plant Upgrade Reserve 602-910-4830	\$200,000.00
Wastewater Utility 610-910-6910	WWT Equipment Revolving 617-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Equipment Revolving – Police 810-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Equipment Revolving – Fire 810-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Equipment Revolving – Library 810-910-4830	\$30,000.00
Local Option Tax 121-910-6910	Equipment Revolving – Park & Rec 810-910-4830	\$150,000.00
Local Option Tax 121-910-6910	Equipment Revolving – Cemetery 810-910-4830	\$30,000.00
Local Option Tax 121-910-6910	Equipment Revolving – Administration 810-910-4830	\$100,000.00

FROM	TO	AMOUNT
Local Option Tax 121-910-6910	Fieldhouse Equipment Revolving 810-910-4830	\$20,000.00
TOTAL		\$1,869,150.00

WHEREAS, it is necessary to complete some of the budgeted beginning year transfers for FY2026/2027; and

WHEREAS, the Nevada City Council approved the FY27 budgeted beginning year transfers on April 13, 2026, per Resolution No. 065 (2025/2026); and

WHEREAS, the approved budgeted transfers above need to be transferred at this time, and the remaining transfers are to be completed at a later date; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the completion of these budgeted transfers on April 13, 2026, as scheduled for fiscal year 2026/2027 per Resolution No. 065 (2025/2026); and that the beginning-year transfers are needed; and that this resolution be made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 28th day of September, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593

Item # 6A
Date: 9/28/26



Chris Brandes
Public Safety Director
Chief of Police

MEMORANDUM

TO: Chris Brandes, Public Safety Director

FROM: Ray Reynolds, Director of Fire & EMS

REF: Life Saving Award Council Presentation

DATE: September 14, 2026



On Sept 3, 2026 at 9:58 am, a 911 call from Mid-States Companies reported an employee with a critical laceration to the right bicep. Employees Stefan Luppen, Drake McKeever, and Nolan Stoahl worked together in an effort to get the major hemorrhage under control. Their measures included taking their own shirt off to tie a makeshift knotted pressure dressing, using a belt and screwdriver to attempt a make-shift tourniquet. Nolan Stoahl directed NFD responders (Reynolds and Hutton) to the worksite location where the patient was feeling weak and about to pass out.

A CAT tourniquet along with a trauma dressing were applied. The patient still bled through those interventions and an IV with fluids and pain medication were administered. The tourniquet was completely secured stopping the bleeding. The wound was packed with combat hemostatic impregnated gauze to quickly clot the 5-inch laceration and wrapped with a pressure dressing. Mary Greeley ambulance transported the patient emergent to Mercy Hospital (a level II trauma center). The patient underwent several hours of surgery and has since made a full recovery.

The three Mid-States employees quickly reacted and effectively carried out the rescue of their coworker. I have little doubt these actions preserved the patient's life where critical medical interventions could be applied. We would like to be on the agenda to award these Mid-States employees a lifesaving award at the Sept. 28 council meeting. I would also like Uriah Hansen (HR Manager) to unveil their first responder and Veteran policy on emergency response and recognition of Veteran service.

ORDINANCE NO. 1080 (2026/2027)

AN ORDINANCE AMENDING CHAPTER 63 (SPEED REGULATIONS) OF THE NEVADA MUNICIPAL CODE TO MAKE NECESSARY CHANGES TO SPEED ZONES

BE IT ENACTED by the City Council of the City of Nevada, Iowa, as follows:

63.01 GENERAL.

Every driver of a motor vehicle on a street shall drive the same at a careful and prudent speed not greater than nor less than is reasonable and proper, having due regard to the traffic, surface and width of the street and of any other conditions then existing, and no person shall drive a vehicle on any street at a speed greater than will permit said driver to bring it to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using said street will observe the law.

(Code of Iowa, Sec. 321.285)

63.02 STATE CODE SPEED LIMITS.

The following speed limits are established in Section 321.285 of the Code of Iowa and any speed in excess thereof is unlawful unless specifically designated otherwise in this chapter as a special speed zone.

1. Business District – twenty (20) miles per hour.
2. Residence or School District– twenty-five (25) miles per hour.
3. Suburban District – forty-five (45) miles per hour.

63.03 PARKS, CEMETERIES AND PARKING LOTS.

A speed in excess of fifteen (15) miles per hour in any public park, cemetery or parking lot, unless specifically designated otherwise in this chapter, is unlawful.

(Code of Iowa, Sec. 321.236[5])

63.04 SPECIAL SPEED ZONES.

In accordance with requirements of the Iowa Department of Transportation, or whenever the Council shall determine upon the basis of an engineering and traffic investigation that any speed limit listed in Section 63.02 is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ordinance such higher or lower speed limit as it deems reasonable and safe at such location. The following special speed zones have been established:

(Code of Iowa, Sec. 321.290)

1. Special 20 MPH Speed Zones. A speed in excess of twenty (20) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On Fifth (5th) Street from I Avenue to Lincoln Highway;

B. On Lincoln Highway from 160 feet east of the centerline of the intersection of Thirteenth (13th) Street and Lincoln Highway east to 457 feet west of the centerline of the intersection of Nineteenth (19th) Street and Lincoln Highway when special school lights are flashing.

C. On Fifteenth (15th) Street from H Avenue to Lincoln Highway;

D. On H Avenue from Fourteenth (14th) Street to Nineteenth (19th) Street;

E. On Fawcett Parkway from Nineteenth (19th) Street to South B Avenue;

F. On J Avenue from 118 feet west of centerline of the intersection of Eighth (8th) Street and J Avenue to 165 feet east of the centerline of the intersection of Tenth (10th) Street and J Avenue;

G. On Tenth (10th) Street from 80 feet south of the centerline with the south intersection of H Avenue and Tenth (10th) Street to 180 feet north of the centerline of the intersection of J Avenue and Tenth (10th) Street;

H. On H Avenue, from Tenth (10th) Street to 122 feet east of the centerline of the north intersection of H Avenue and Tenth (10th) Street;

I. On I Avenue from Ninth (9th) Street to 165 feet west of the centerline of the intersection of I Avenue and Eighth (8th) Street;

J. On I Avenue from Tenth (10th) Street to 145 feet east of the centerline of the intersection of I Avenue and Tenth (10th) Street;

K. On Ninth (9th) Street from I Avenue to 110 feet south of the centerline of the intersection of Ninth (9th) Street and H Avenue;

L. On H Avenue from Tenth (10th) Street to 115 feet west of the centerline of the intersection of H Avenue and Ninth (9th) Street;

M. On Ninth (9th) Street from J Avenue to 175 feet north of the centerline of the intersection of K Avenue and Ninth (9th) Street;

(Ord. 906 - June 07 Supp.)

2. Special 25 MPH Speed Zones. A speed in excess of twenty-five (25) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On West ~~Fourth (4th)~~ **Third (3rd)** Street (County Road S-14) from I Avenue to 420 feet south of E Avenue;

B. ~~On West Fourth (4th) Street (County Road S-14) from Lincoln Highway north to the Union Pacific Railroad overpass.~~ **On West Third (3rd) Street (County Road S14) from Lincoln Highway to R Avenue.**

3. Special 30 MPH Speed Zones. A speed in excess of thirty (30) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On Lincoln Highway from 200 feet west of the centerline of intersection with West Fourth (4th) Street (County Road S-14) to east City limits;

B. On West F Avenue east of West Eighteenth (18th) Street;

C. On West K Avenue east of West Eighteenth (18th) Street.

4. Special 35 MPH Speed Zones. A speed in excess of thirty-five (35) miles per hour is unlawful on any of the following designated streets or parts thereof.

- A. On Sixth (6th) Street from I Avenue south to the Union Pacific Railroad crossing;
- B. On Eleventh (11th) Street from the southern City limits to D Avenue;
- C. On Nineteenth (19th) Street from the Union Pacific Railroad tracks north to Lincoln Highway (L Avenue);
- D. On South B Avenue from South Eleventh (11th) Street to South Nineteenth (19th) Street;
- E. On South G Avenue from South Thirteenth (13th) Street to South Nineteenth (19th) Street;
- F. On West Maple Avenue from the intersection of West Fourth (4th) Street (County Road S-14) to the west corporate limits;
- G. On South D Avenue from South Eleventh (11th) Street to South Fourteenth (14th) Street;

H. ~~On West Fourth (4th) Street (County Road S-14) northbound from the Union Pacific Railroad overpass north 685 feet~~ On West Third (3rd) Street (County Road S14) northbound from R Avenue to 100 feet south of T Avenue.

- I. On West Fourth (4th) Street (County Road S-14) from the south corporate limits to Highway 30.

5. Special 45 MPH Speed Zones. A speed in excess of forty-five (45) miles per hour is unlawful on any of the following designated streets or parts thereof.

- A. On West Eighteenth (18th) Street from Lincoln Highway south to 225 feet south of intersection with West F Avenue;

(Ord. 944 - Jul. 09 Supp.)

- B. On South Nineteenth (19th) Street from South G Avenue to Union Pacific Railroad;
- C. **~~On West Fourth (4th) Street (County Road S-14) northbound from 685 feet north of the Union Pacific Railroad overpass to T Avenue~~ On West Third (3rd) Street (County Road S14) from 100 feet south of T Avenue to 500 feet north of T Avenue.**

- D. On West Fourth (4th) Street (County Road S-14) from Highway 30 north to 420 feet south of E Avenue;

- E. On 600th Avenue north of Lincoln Highway to the intersection with 220th Street;
- F. On Lincoln Highway from 200 feet west of the centerline of intersection of West Fourth (4th) Street (County Road S-14) west to the intersection with West Eighteenth (18th) Street (Airport Road).

6. Special 55 MPH Speed Zones. A speed in excess of fifty-five (55) miles per hour is unlawful on any of the following designated streets or parts thereof.

- ~~A. On West Fourth (4th) Street (County Road S-14) northbound from T Avenue to the north corporate limits;~~**

- B. On Lincoln Highway west of the intersection of West Eighteenth (18th) Street (Airport Road) to west corporate limits.

C. On West Eighteenth (18th) Street from 225 feet south of intersection with West F Avenue to Highway 30.

7. Special 60 MPH Speed Zones. A speed in excess of sixty (60) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On West Third (3rd) Street (County Road S14) from 500 feet north of T Avenue north corporate limits.

(Ord. 944 - Jul. 09 Supp.)

7.8 State Primary Highways. All posted, signed speed limits on primary highways under the jurisdiction of the Iowa Department of Transportation, but located within the corporate limits of the City, are officially adopted by reference as City of Nevada speed limits on the respective highways or portions thereof, and violations of those posted speed limits may be prosecuted as violations of this Code of Ordinances.

(Code of Iowa, Sec. 321.290 & 321.285[6])

63.05 MINIMUM SPEED.

A person shall not drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation, or in compliance with law.

(Code of Iowa, Sec. 321.294)

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1st Reading on this 24th day of August, 2026.

Passed and approved 2nd Reading on this 14th day of September, 2026.

Passed and approved 3rd and final Reading on this 28th day of September, 2026.

Ryan Condon, Mayor

Erin Mousel, City Clerk

Item # 9
Date: 9/28/26

RESOLUTION NO. 033 (2026/2027)

**A RESOLUTION TO APPROVE IOWA CASH RENT FARM LEASE (SHORT FORM) FOR
2026**

WHEREAS, the City of Nevada, Iowa (Owner), desires to enter into a cash rent lease agreement with Steve Owen (Operator) for the use of part or all of the Real Estate as follows;

*Part of SECTION:18 TOWNSHIP:83 RANGE:23 SW SE AND SE SW LYING E OF HWY 35 EX HWY
Property ID: 10-18-400-3005,*

and containing 17 acres, with possession by Operator for a term of two years to commence on March 1, 2027, and end on February 28, 2029. In accordance with Iowa Code §562.6, the tenancy shall terminate at the agreed upon date without notice from the Owner.

WHEREAS, Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

Total annual cash rent of \$5,525.00, due in spring on 3/1/2027
17 Cropland acres @ \$325.00/acre

WHEREAS, a copy of the proposed lease agreement is attached hereto as Exhibit A

WHEREAS, the City Council has examined the same and found the agreement to be in the best interest of the City, and that the same should be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Story County, Iowa does hereby approve the Iowa Cash Rent Farm Lease (Short Form) for 2026 with Steve Owen per attached Exhibit A. The Mayor is hereby authorized to execute the lease on behalf of the City.

PASSED AND APPROVED 28th day of September, 2026

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Iowa Cash Rent Farm Lease (Short Form) for 2027

Owner (s): City of Nevada, Iowa

Operator (s): _____

1. Legal Description: SECTION:18 TOWNSHIP:83 RANGE:23 SW SE AND SE SW LYING
E OF HWY 35 EX HWY

2. Terms of Lease. The term of the lease shall be for a period of 2 years, beginning on March 1, 2027 and ending February 28, 2029. Lessee shall have first rights for an additional 2 years unless outbid, ending February 28, 2029. In accordance with Iowa Code §562.6, the tenancy shall terminate at the agreed-upon date without notice from the Owner.

3. There are up to Seventeen (17) contract acres available according to county FSA records (FSA form 578). The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Structure:	Purpose:
<u>N/A</u>	_____
_____	_____
_____	_____

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent to the Operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

4. Cash Rent: Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

<u>Description</u>	<u>Amount</u>
Cropland <u>17</u> acres @ \$ _____ /acre	\$ <u>5,525</u>
Cropland acres _____ acres @ \$ _____ /acre	\$ _____
Hay land _____ acres @ \$ _____ /acre	\$ _____
Pasture _____ acres @ \$ _____ /acre	\$ _____
Buildings and storage structures, housing	\$ _____
Total annual rent	\$ _____

The cash rent shall be due and payable as follows:

Due Date: Upon signed Contract	Amount \$ <u>0</u>
Due Date <u>March 1, 2027</u>	Amount \$ <u>2,762.5</u>
Due Date <u>October 1, 2027</u>	Amount \$ <u>2,762.5</u>
Due Date <u>March 1, 2028</u>	Amount \$ <u>2,762.5</u>
Due Date <u>October 1, 2028</u>	Amount \$ <u>2,762.5</u>

Owner initials _____ Operator initials S.O.

All cash rent is to be mailed or delivered to the Owner at: City of Nevada City Hall, Attn: Jordan Cook, 6th Street, Nevada, Iowa

5. **USDA Commodity Program Payments:** Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.

6. **Recreational Use:** Use of the real estate is not allowed for hunting or other recreational purposes without written consent of the Owner.

7. **Division of Expense:** All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: a written agreement between land owner and operator before application.

8. **Expenses:** No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.

9. **Repair and Maintenance:** Minor repairs for buildings and fences: Owner will furnish all materials and Operator will provide the labor at no charge. New fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.

10. **Operator's Duties:** Operator agrees to operate the farm in an efficient and steward-like manner, control weeds and brush in the fields, fence rows, and road ditches, provide proper maintenance to control erosion and maintain terraces, waterways, and tiles, and building lots and all other areas of the farm where access is possible. The Operator agrees to furnish to the Owner by December 15 an annual report including 1) a summary of fertilizer, lime, and pesticide application records and 2) production or yield information about harvested crops each year, such as may be required for participation in Farm Service Agency programs or for setting crop insurance actual production history yields, and to use measurement methods acceptable for these purposes. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner and to leave the premises in as good condition as before they took possession or to compensate the Owner for damages.

11. **Owner's Duties:** Owner agrees to warrant and defend the Operator's possession against all persons as long as this lease remains in effect. The Owner will promptly pay real property taxes and carry insurance on his/her interest in the property.

12. **Harvested Crop's Aboveground Plants:** Operator does not have the right to take any part of the harvested crop's aboveground plant without the express written permission of the Owner. This includes burning or removing any crop residues from the property.

13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person or entity, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

Owner initials ____ Operator initials S.O.

14. **Changes in Lease Terms:** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

15. **Right of Entry:** The Owner reserves the right to enter the premises at any time for any reasonable purpose. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been harvested.

16. **Owner's Landlord's Lien and Security Interest.** The Operator acknowledges that a statutory Landlord's Lien exists in favor of the Owner. The Operator also grants to the Owner a security interest in, but not limited to, all growing or mature crops on the Real Estate as provided in the Iowa Uniform Commercial Code. The Operator shall sign all documents and financing statements as requested by the Owner to perfect the Owner's security interests.

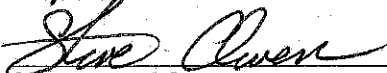
At Owner's request, the Operator shall provide the Owner a list of potential buyers for the crops grown on the farm. The Operator agrees to deliver and sell such crops only to those buyers listed. The Owner shall deliver a Notice of Security Interest to those buyers and only those buyers listed. The Operator shall not sell such crops to any buyer not listed without first obtaining written consent of the Owner.

17. **Termination upon Default:** If either party defaults in the performance of the existing rental agreement, the non-defaulting party shall serve a notice of default upon the defaulting party. The defaulting party shall have 10 days to cure the default. Failure to cure within the required timeframe shall terminate the lease. If the lease terminates because the Operator failed to pay the rent due, all costs and attorney fees of the Owner to enforce collection or performance shall be added to the obligations payable by the Operator. The Operator shall also be liable for interest on the unpaid rent at the rate of 10% APR.

18. **Other Provisions:**

19. **Arbitration:** Any disputes between the Owner and Operator not covered by this lease may be submitted by either party for arbitration at a reasonable fee by three disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and the third by the previously named two. If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

We agree to the terms and conditions of this lease and we affix our signatures this 22nd day of September, 2026.


Signature of Operator

Signature of Owner

Signature of Spouse/Co-Operator

Signature of Spouse/Co-Owner

For (business entity)

By (Owner's Representative)

Owner initials ____ Operator initials S.O.

27478 670th AVE, Maxwell IA 50161

Address

Address

515-290-1809

Telephone

Telephone

Owner initials ____ Operator initials S.O.

Item # 10
Date: 9/28/26

RESOLUTION NO. 034 (2026/2027)

A RESOLUTION APPROVING AGREEMENT WITH CORNERSTONE COMMERCIAL CONTRACTORS, INC. FOR THE NEVADA FAÇADE IMPROVEMENTS PROJECT

WHEREAS, the City of Nevada desires to proceed with the Nevada Façade Improvements Project, consisting of façade improvements to properties located within the project area in accordance with the approved plans and specifications; and

WHEREAS, an agreement has been prepared between the City of Nevada and Cornerstone Commercial Contractors, Inc. for completion of said improvements for a stipulated contract sum of \$1,516,127.00, subject to additions and deductions as provided in the Contract Documents.

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

Section 1. The agreement between the City of Nevada and Cornerstone Commercial Contractors, Inc. for the Nevada Façade Improvements Project is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the City of Nevada.

PASSED AND APPROVED 28th day of September, 2026

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

 AIA® Document A104® – 2017**Standard Abbreviated Form of Agreement Between Owner and Contractor**

AGREEMENT made as of the Twenty First day of September in the year Two Thousand Twenty Six

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Nevada
1209 6th St.
Nevada, Iowa 50201
Contact – Jordan Cook

and the Contractor:

(Name, legal status, address and other information)

Cornerstone Commercial Contractors, Inc.
401 7th St.
Corning, Iowa 50841
Contact – Jason Kentner

for the following Project:

(Name, location and detailed description)

Nevada Façade Improvements
Addresses under this scope of work –
1028 6th St., 1032 6th St., 1038 6th St., 532 K Ave., 526 K Ave., 1104 6th St., 1110 6th St., 1122 6th St.
The improvements that are to be carried out are to be in strict accordance with the associated plans and specifications that have been prepared for this project, the State Historic Preservation Office (SHPO), and miscellaneous appurtenant work usually associated with a façade improvement project.

The Architect:

(Name, legal status, address and other information)

Curtis Architecture & Design, P.C.
301 E Court Ave., Suite #105
Des Moines, Iowa 50309
Contact – Rodney L. Curtis, AIA

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.

Init.

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TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
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19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

Init.

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

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

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

☒ By the following date: September 1st 2027

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

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 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 of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 3.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Million Five Hundred Sixteen Thousand One Hundred Twenty Seven (\$ 1,516,127.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

The following alternates are accepted: #1

§ 3.2.2 Unit prices, if any:

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

Init.

Item
N/A

Units and Limitations

Price per Unit (\$0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item

Price

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

N/A

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

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§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

~~\$0.00~~ per day for each day after date of completion stated in this contract. Days for weather will be taken into consideration. The Contract Time shall be extended if the Contractor is delayed, disrupted, hindered, or interfered with at any time in the commencement or progress of the Work by any cause beyond the control of Contractor, including but not limited to the following: an act or neglect of the Owner, Architect/Engineer, or separate contractor; changes ordered in the Work; changes ordered in sequence of the Work; hazardous materials; concealed or unknown conditions; differing site conditions; disease, epidemics, or pandemic (including but not limited to COVID-19); delivery delays, or transportation delays caused by diseases, epidemics, pandemic (including but not limited to COVID-19), or shortages and delays that are otherwise unusual; labor disputes not involving Contractor; fire; terrorism; governmental actions; unusual weather; quarantine; restrictions on access, work, travel, or materials; unavoidable casualties; other causes beyond the Contractor's control; delay pending mediation and arbitration; or other causes that justify delay. Contract time shall be extended by means of a change order approved by Architect, City, and General Contractor.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 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.

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

Application for payment shall be submitted 14 days prior to the first Monday of each month. Applications past this date could result in a delayed payment.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment 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.)

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

3%

§ 4.1.5 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.)

N/A %

Init.

§ 4.2 Final Payment

§ 4.2.1 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 Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

until 100% of the scope of work is completed and signature by all owners acknowledging acceptance and architect approval.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 21.6 of this Agreement
- ☒ 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 in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Bid Form	Nevada Bid Form	06/16/2026	3
Bid Security	AIA Doc A310 – 2010	06/16/2026	2
Comply Sect. 3 Req.	Cont. Clearance Form	06/16/2026	2
CDBG Contract Prov.	Spec Sect. 00 73 33	05/22/2026	13 (33-45)
Fed. Labor Standards	Spec Sect. 00 73 49	05/22/2026	7 (69-75)

Init.

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User Notes:

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§ 6.1.4 The Specifications:*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Specification Book Nevada CDBG Façade Improvement phase 1

Section	Title	Date	Pages
Book	Nevada DTR Specifications	05/22/2026	620

§ 6.1.5 The Drawings:*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Complete construction document set G1.0, A1.0-9.1 as well as addendum #1 set dated 06/05/26

Number	Title	Date
G1.0	Cover Page	04/22/2026
A1.0	1122 6 th St.	04/22/2026
A1.1	1122 6 th St.	04/22/2026
A2.0	1110 6 th St.	04/22/2026
A2.1	1110 6 th St.	04/22/2026
A3.0	1104 6 th St.	04/22/2026
A3.1	1104 6 th St.	04/22/2026
A4.0	1038 6 th St.	04/22/2026
A4.1	1038 6 th St.	04/22/2026
A4.2	1038 6 th St.	04/22/2026
A5.0	1032 6 th St.	04/22/2026
A5.1	1032 6 th St.	04/22/2026
A6.0	1028 6 th St.	04/22/2026
A6.1	1028 6 th St.	04/22/2026
A7.0	532 K Ave.	04/22/2026
A7.1	532 K Ave.	04/22/2026
A8.0	526 K Ave.	04/22/2026
A8.1	526 K Ave.	04/22/2026

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	6/05/2026	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:**.1 Other Exhibits:***(Check all boxes that apply.)*

[N/A] Exhibit A, Determination of the Cost of the Work.

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[N/A] The Sustainability Plan:

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Title	Date	Pages
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[N/A] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. Owner is authorized to use and reproduce the Instruments of Service for purposes of marketing and/or providing public information about the Project.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 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.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 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.

§ 9.1.2 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 8.1.2, 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.

§ 9.1.3 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.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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.

§ 9.2.2 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.

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

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

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

§ 9.6.2 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. 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.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs 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, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

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

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

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§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 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 which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§9.16 Or Equal Clause

Pursuant to federal procurement requirements applicable to CDBG-funded projects, no specification shall be written in such a manner as to unduly restrict competition. References to brand names or specific products are for descriptive purposes only. Products

of equal or greater quality and performance will be accepted, subject to review and approval. The Contractor shall not be limited to brand names specified, provided the proposed substitute meets or exceeds the required standards. Wherever a specific brand name, make, or model is specified in the contract documents, it is intended to establish a standard of quality, function, and performance. Unless stated otherwise, the phrase 'or equal' shall be implied. The Contractor may propose substitute products that are equal in quality, design, performance, and durability, subject to approval by the Owner or Architect/Engineer.

ARTICLE 10 ARCHITECT

§ 10.1 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 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.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction 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 safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and 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.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 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.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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 the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 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 other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 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 of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

§ 15.4.3 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 15.4.2 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 15.4.1. If the Contractor and the 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 9.2.2, because of

1. defective Work not remedied;
2. third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a Separate Contractor;

- 6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 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.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

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

§ 15.6 Substantial Completion

§ 15.6.1 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.

§ 15.6.2 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.

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

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

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection 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 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 stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or 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 costs and reasonable attorneys' fees.

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

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

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

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

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

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or 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 9.15.

§ 16.2 Hazardous Materials and Substances

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

§ 16.2.2 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 16.2.1 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.

§ 16.2.3 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.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000) each occurrence, Two Million (\$ 2,000,000) general aggregate, and One Million (\$ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and (\$) policy limit.

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

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella Coverage	Five Million (\$5,000,000)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

Init.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 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 the Contract Documents on the date of execution of the Contract.

§ 17.3.2 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 18 CORRECTION OF WORK

§ 18.1 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, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, 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 15.6.3, 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 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.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that 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.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Jordan Cook
City of Nevada
1209 6th St
Nevada, Iowa 50201
jcook@cityofnevadaiaowa.org

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Jason Kentner
Cornerstone Commercial Contractors, Inc.
401 7th St.

~~§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.~~

§ 19.7 CDBG Required Labor, Procurement, and Contract Language & Provisions

**HUD-4010
Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to . The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to , refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that

is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its reprocurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the

Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at _____ or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- D. Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

- A. Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker

interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- C. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and

29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject

only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name, last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: IA20260074 05/18/2026

State: Iowa

Construction Types: Building

Counties: Iowa Counties of Story

Modification Number Publication Date

0 01/02/2026

1 05/18/2026

BOIL0083-009 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 48.48	33.91

BRIA0003-020 05/01/2025

	Rates	Fringes
TILE SETTER.....	\$ 37.44	19.12

BRIA0003-042 05/01/2025

	Rates	Fringes
BRICKLAYER AND STONEMASON.....	\$ 37.44	19.12

ELEV0033-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTES: A. EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR EMPLOYEES WITH LESS THAN 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERAN'S DAY; THANKSGIVING DAY; DAY AFTER THANKSGIVING; & CHRISTMAS DAY.....		
	\$ 56.30	38.44

ENGI0234-005 05/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (CLASS 3)- LOADER(UNDER 35 H.P.) WITH OR WITHOUT ATTACHMENTS; FORKLIFT(OTHER THAN ABOVE); PAVER(ALL TYPES); ROLLER.....	\$ 32.62	21.94
POWER EQUIPMENT OPERATOR: (CLASS 2)- BULLDOZER; FORKLIFT(ON STEEL ERECTION AND MACHINERY MOVING OR HOISTING ABOVE ONE COMPLETE STORY); LOADER.....	\$ 34.70	21.94
POWER EQUIPMENT OPERATOR: (CLASS 1)- BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 35.02	21.94

IRON0067-003 05/01/2025

	Rates	Fringes
IRONWORKER: STRUCTURAL.....	\$ 37.80	23.54

IRON0089-003 05/01/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL.....	\$ 35.53	24.45

IRON0111-002 07/01/2024

	Rates	Fringes
IRONWORKER: REINFORCING.....	\$ 37.50	30.99

LABO0177-002 05/01/2025

	Rates	Fringes
LABORER: MASON TENDER - BRICK.....	\$ 29.36	17.99

PAIN0246-001 05/01/2025

	Rates	Fringes
PAINTER: BRUSH AND ROLLER.....	\$ 32.41	16.30

Init.

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User Notes:

(812611939)

PLAS0021-001 05/01/2025

	Rates	Fringes
CEMENT-MASON/CONCRETE FINISHER.....	\$ 34.55	23.83

PLUM0033-002 06/01/2025

	Rates	Fringes
PIPEFITTER (HVAC PIPE INSTALLATION ONLY).....	\$ 45.20	23.25

PLUM0033-004 06/01/2025

	Rates	Fringes
PLUMBER.....	\$ 45.20	23.25

SHEE0045-002 06/01/2024

	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT AND UNIT INSTALLATION).....	\$ 39.38	24.95

SUIA2016-049 07/19/2016

	Rates	Fringes
ROOFER.....	\$ 18.87	4.96
PAINTER: SPRAY.....	\$ 19.77	6.64
OPERATOR: CRANE.....	\$ 25.70	9.13
LABORER: PIPELAYER.....	\$ 16.11	0.00
LABORER: COMMON OR GENERAL.....	\$ 16.06	4.32
INSULATOR: MECHANICAL (DUCT, PIPE AND MECHANICAL SYSTEM INSULATION).....	\$ 18.16	3.94
ELECTRICIAN.....	\$ 23.92	4.18
CARPENTER.....	\$ 23.78	11.17

UAVGIA0003 01/01/2025

	Rates	Fringes
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 33.57	20.75

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons

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resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on

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- a wage determination matter
d) an initial conformance (additional classification
and rate) determination

On survey related matters, initial contact, including requests
for summaries of surveys, should be directed to the WHD Branch
of Wage Surveys. Requests can be submitted via email to
davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as
conformance decisions, requests for initial decisions should be
directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or
by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested
party (those affected by the action) that disagrees with the
decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION

U.S. Department of Labor

Wage and Hour Division
Washington, D.C. 20210

February 24, 2026

Robert Wick - CDBG Project Manager
Iowa Economic Development Authority

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200 E. Grand Ave.
Des Moines, Iowa 50309

RE: Project/Contract Name: CDBG Downtown Façade Revitalization
Wage Decision No.: IA20250075-MOD-6
Location: Warren County, IA WHD
Number: 40712

Dear Robert Wick:

This is in response to your request proposing the addition of classification and wafer rate to the above wage decision in accordance with 29 CFR 5.5(a)(1)(iii).

The proposed additional classification and wage rate is:

Proposed Classification	Proposed Hourly Rate	Fringe Benefits
Glazier	\$25.00	\$5.00

The proposed conformed wage rate for the requested **Glazier** classification is **not approved** because the proposed wage rate does not bear a reasonable relationship to wage rates contained in the wage decision number IA20250075-MOD-6. See 29 C.F.R. § 5.5(a)(1)(iii)(A)(3).

Instead, the requested Glazier classification and wage rate is approved at the conformed wage rate of \$36.00 per hour plus \$18.69 in fringe benefits. This conformed wage rate is the minimum wage for all workers performing in this classification under this contract and must be paid, retroactively, to the first day work is performed.

Your request has been conformed consistent with All Agency Memorandum 213 (<https://sam.gov/content/wage-determinations/resources/all-agency-memos>) which describes the conformance process in detail. For additional guidance, please follow the link WHD Davis-Bacon WD Conformance Request Guide, Sep. 2021. This guide will provide relevant information regarding the conformance process and wage determinations in general. Any requests for appeal of the conformance decision must be made within thirty (30) days from the date of this letter. Please email the appeal letter to

If you have any questions regarding the context of this letter, please contact Carola Diaz via email at Diaz.Carola@dol.gov. For questions regarding the conformance process or for technical assistance, please contact Yuepeng (Mike) Yang via email at

Sincerely,

Yuepeng (Mike) Yang, Wage & Hour Specialist
Branch of Construction Wage Determinations
202-693-1162 | Yang.Yuepeng@dol.gov

❖ **Access to Maintenance of Records**

"The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD. "

"At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General

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Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract"

❖ **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

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

❖ **Certification regarding government-wide restriction on lobbying:**

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

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. *No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- ii. *If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.*
- iii. *The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly."*

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

❖ **Clean Air and Water Acts: (for all contracts over \$100,000)**

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

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

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

- (1) *The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.*

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- (2) *The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.*
- (3) *The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.*
- (4) *The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."*

❖ **Federal Executive Orders 11246 & 11375 (For all contracts over \$10,000)**

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

- (1) *The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*
- (2) *The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.*
- (3) *The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (4) *The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- (5) *The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- (6) *In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
- (7) *The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting*

agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

❖ **Federal Labor Standards (For all contracts over \$2,000)**

"During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:"

- Davis-Bacon and Related Acts, as amended;
- Contract Work Hours and Safety Standard Act, as amended;
- Copeland Anti-kickback Act, as amended;
- Fair Labor Standards Act, as amended

❖ **Build America, Buy America Requirements**

The Grantee and its Contractors/Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. (Housing projects of 4 units or less are excluded from this requirement.)

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

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

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

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

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

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

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

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

❖ Recycled Materials

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

- o When appropriate, specifications shall include requirements for the use of recovered materials and products;
- o The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"

❖ Federal Executive Orders 11063, as amended by Executive Order 12259

"The Contractor agrees to comply with the provisions of Executive Order 11063, as amended by Executive Order 12259, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.

The Contractor shall not discriminate against any person on the grounds of race, color, religion, sex, or national origin in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.

The Contractor further agrees to:

- *Include this provision in all subcontracts or agreements related to this federally assisted construction project;*
- *Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;*
- *Maintain and provide records as required to demonstrate compliance with applicable federal requirements.*
- *Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation."*

❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):**

"The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- *Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;*
- *Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;*
- *Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;*
- *Maintain and furnish records as necessary to demonstrate compliance;"*

❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

"The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.*
2. *Include this clause in every subcontract or purchase order involving the use of federal funds.*
3. *Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).*
4. *Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI."*

❖ **Title VIII of the Civil Rights Act of 1968 (aka 'Fair Housing Act'):**

"The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601-3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity),

disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.
2. Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.
3. Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.
4. Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity."

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 USC 794):**

"The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.
2. Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).
3. Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.
4. Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.
5. Include this provision in all applicable subcontracts and agreements."

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq):**

"The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.
2. Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.
3. Include this clause in all subcontracts or agreements involving federal funds under this project.
4. Cooperate fully with any compliance review or investigation conducted pursuant to this Act.
5. Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act."

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

"The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101-12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- Excluded from participation in,
- Denied the benefits of, or
- Subjected to discrimination in

any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.
2. Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.
3. Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.
4. Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.
5. Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule)**

"The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. Identify and evaluate lead-based paint hazards in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;
2. Control or eliminate lead-based paint hazards through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;
3. Ensure that all work involving lead-based paint is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;
4. Provide residents with proper notices and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;
5. Follow clearance procedures after hazard control work, including proper testing by certified risk assessors or clearance technicians;
6. Keep and submit records and reports demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

"The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:

Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. Not discriminate in hiring, promotion, layoff, termination, or other employment practices;
2. Provide equal access to housing, services, and facilities without regard to protected characteristics;
3. Make reasonable accommodations for persons with disabilities;
4. Include this clause in all applicable subcontracts and agreements under this contract;
5. Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in

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employment and public contracting.

Accordingly, the Contractor shall :

1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed
2. Include this nondiscrimination provision in all subcontracts and procurement agreements;
3. Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;
4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.

❖ **Sales and Use Taxes (for municipalities only)**

"Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid."

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:

Contractor Signature

Date

Contractor Printed Name

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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❖ **Current Certified Payroll Form & Certification (DOL WH-347)**

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>

❖ **Federal Labor Standards Complaint Intake Form:**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/4731.pdf>

❖ **Record of Employee Interview Form**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/11.pdf>

❖ **Job Site Posters & Federal Labor Standards Provisions:**

➤ **WHD 1321 – Employee Rights Poster**

- English: <https://www.osha.gov/Publications/osh3165.pdf>
- Spanish:

➤ **OSHA Job Safety & Health**

- English: https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_s elf_print_poster.pdf
- Spanish:

➤ **OFCCP Equal Opportunity – Know Your Rights**

- English: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12.
- Spanish:

7

❖ **HUD Form 928.1 Equal Housing Opportunity**

- English: <https://www.hud.gov/sites/documents/928.1.PDF>
- Spanish:

The undersigned acknowledges that these documents are required to be made available to all workers on the jobsite:

Contractor Signature

Date

Contractor Printed Name

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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SECTION 3 – CONTRACTOR INTENT TO COMPLY

For Project (insert project name): _____

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

Contractor Name: _____ hereinafter referred to as "CONTRACTOR."

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

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

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

☐ YES If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee's hourly wages and addresses.

☐ YES ☐ NO Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

☐ YES Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?

☐ YES If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?

☐ YES If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

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

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

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Signature _____ Date _____

Print Name: _____

Title: _____



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TEMPORARY CONSTRUCTION SIGN FOR JOINTLY-FUNDED PROJECTS

White Background

Sign Dimensions: 1200 mm x 2400 (approx. 4'x8'x3/4 inch) PLYWOOD PANEL
(APA RATED A-B GRADE-EXTERIOR)

Project Title

Sponsor/Developer

Officials(s) or Sponsor Address

Architect or Engineer

(second line)

Contractor

(second line)

Project Financed by:
Community Development Block Grant
Iowa Economic Development Authority

This institution is an equal opportunity provider.

CDBG
Community Development Block Grant

IOWA
Economic Development

BUILD AMERICA, BUY AMERICA REQUIREMENTS

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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BABA Covered and Non Covered Items

- Iron and steel + manufactured products + construction materials
- Items should only be classified into ONE of the three categories
- Applies to items consumed in, incorporated into or affixed to an infrastructure project (aka permanently incorporated)
- Does not apply to items brought to and removed from the construction site prior to the completion of the infrastructure project (e.g., temporary scaffolding)
- Does not apply to equipment and furnishings that are used at or within the finished infrastructure project (e.g., movable chairs, desks, portable computer equipment)

Definition of Iron and Steel -

- Items that are predominantly iron or steel, unless another standard applies under law or regulation
- All manufacturing processes, from the initial melting stage through the application of coatings, must occur in the U.S.

Definition of Manufactured Products -

- Manufactured in the U.S.
- Cost of components that are mined, produced, or manufactured in the U.S. is greater than 55 percent of the total cost of all components of the manufactured product
- Unless another standard for determining the minimum amount of domestic content has been established under applicable law or regulation

Construction Materials -

Includes:

- Non-ferrous metals
- Plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables)
- Glass (including optic glass)
- Lumber
- Drywall

Excludes:

- Items made primarily of iron or steel
- Manufactured products
- Cement and cementitious materials
- Aggregates such as stone, sand, or gravel
- Aggregate binding agents/additives

BABA CLAIM COMPLIANCE CERTIFICATION FORM

CLIENT NAME: _____ (hereinafter CLIENT)

PROJECT TITLE: _____ (hereinafter PROJECT)

CDBG PROJECT NUMBER: _____ CDBG CLAIM NO. _____

CONTRACTOR NAME: _____ (hereinafter CONTRACTOR)

PAY APPLICATION NO. _____ AMOUNT: _____

CONTRACTOR CERTIFICATION

I _____ the project manager, superintendent, owner, or authorized representative of the CONTRACTOR which has been contracted by the CLIENT to complete the proposed PROJECT and for which we are now submitting Pay Application No. _____ in the amount of _____ hereby certify that all the iron, steel, construction materials, and manufactured products brought onto the PROJECT site and used on the PROJECT are BABA Compliant as required by the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-5. I also certify that I have provided the GRANT ADMINISTRATOR with a full and complete list of BABA-eligible products to be used on this project and all the required BABA certifications for those items as provided by the manufacturer.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

ARCHITECT OR ENGINEER CERTIFICATION

I _____ the architect or engineer for the PROJECT hereby certify

that I have reviewed the CONTRACTOR's Pay Application No. _____ and the materials used on this

project and agree that the CONTRACTOR has utilized certified BABA compliant iron, steel, construction

materials, and manufactured products for the work that is certified as complete as of this pay application.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

This form is required by IEDA for each submission of a draw for reimbursement on the CDBG funded project.

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Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with BABA requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed. The following information is provided as a sample letter of step certification for BABA compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the Build America, Buy America requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the U.S. and providing detailed information on the steps involved.

The following is a template for this type of final certification.



On Manufacturer's Letterhead

IRON & STEEL, INC.
 1959 Steel Drive
 Ironville, OH 12345

MATERIAL CERTIFICATION

April 30, 2015

RE: Job Name: Waterprojectville, Iowa - 2015 State Revolving Fund Water Infrastructure Project
 SRF Project Number: CS1920999 01

References the SRF Project

I certify that the processes for manufacturing or fabricating the following products and/or materials provided for the subject project took place at the following U.S. locations:

Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, IA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA

I further certify that the products and/or materials are in full compliance with the Build America, Buy America requirement as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.

Specifies the Products

On behalf of IRON & STEEL, INC.,

Signature of Manufacturer's Representative

Jane Smith
 Jane Smith
 Product Quality Manager

Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, delivered via certified letter, 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.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 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.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, delivered via certified letter, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

Notice of termination for convenience shall be delivered via certified letter.

Payment owed for work completed to date.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect 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.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, 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).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.

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

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER (Signature)

Jordan Cook City Administrator
(Printed name and title)

CONTRACTOR (Signature)

Jason Kentner Owner/CEO
(Printed name and title)

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Additions and Deletions Report for AIA® Document A104® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:05:39 ET on 09/21/2026.

PAGE 1

AGREEMENT made as of the Twenty First day of September in the year Two Thousand Twenty Six

...

City of Nevada
1209 6th St.
Nevada, Iowa 50201
Contact – Jordan Cook

...

Cornerstone Commercial Contractors, Inc.
401 7th St.
Corning, Iowa 50841
Contact – Jason Kentner

...

Nevada Façade Improvements
Addresses under this scope of work –
1028 6th St., 1032 6th St., 1038 6th St., 532 K Ave., 526 K Ave., 1104 6th St., 1110 6th St., 1122 6th St.
The improvements that are to be carried out are to be in strict accordance with the associated plans and specifications that have been prepared for this project, the State Historic Preservation Office (SHPO), and miscellaneous appurtenant work usually associated with a façade improvement project.

...

Curtis Architecture & Design, P.C.
301 E Court Ave., Suite #105
Des Moines, Iowa 50309
Contact – Rodney L. Curtis, AIA

PAGE 3

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

...

[☒] By the following date: September 1st 2027

...

[☒] Stipulated Sum, in accordance with Section 3.2 below

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...

§ 3.2 The Stipulated Sum shall be One Million Five Hundred Sixteen Thousand One HundredTwenty Seven (\$ 1,516,127.00), subject to additions and deductions as provided in the Contract Documents.

...

The following alternates are accepted: #1

PAGE 4

N/A

...

N/A

...

N/A

...

N/A

PAGE 5

~~(Insert terms and conditions for liquidated damages, if any.)~~ \$0.00 per day for each day after date of completion stated in this contract. Days for weather will be taken into consideration. The Contract Time shall be extended if the Contractor is delayed, disrupted, hindered, or interfered with at any time in the commencement or progress of the Work by any cause beyond the control of Contractor, including but not limited to the following: an act or neglect of the Owner, Architect/Engineer, or separate contractor; changes ordered in the Work; changes ordered in sequence of the Work; hazardous materials; concealed or unknown conditions; differing site conditions; disease, epidemics, or pandemic (including but not limited to COVID-19); delivery delays, or transportation delays caused by diseases, epidemics, pandemic (including but not limited to COVID-19), or shortages and delays that are otherwise unusual; labor disputes not involving Contractor; fire; terrorism; governmental actions; unusual weather; quarantine; restrictions on access, work, travel, or materials; unavoidable casualties; other causes beyond the Contractor's control; delay pending mediation and arbitration; or other causes that justify delay. Contract time shall be extended by means of a change order approved by Architect, City, and General Contractor.

...

Application for payment shall be submitted 14 days prior to the first Monday of each month. Applications past this date could result in a delayed payment.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

...

3%

...

N/A %

PAGE 6

until 100% of the scope of work is completed and signature by all owners acknowledging acceptance and architect approval.

[☒] Litigation in a court of competent jurisdiction

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

N/A

<u>Bid Form</u>	<u>Nevada Bid Form</u>	<u>06/16/2026</u>	<u>3</u>
<u>Bid Security</u>	<u>AIA Doc A310 – 2010</u>	<u>06/16/2026</u>	<u>2</u>
<u>Comply Sect. 3 Req.</u>	<u>Cont. Clearance Form</u>	<u>06/16/2026</u>	<u>2</u>
<u>CDBG Contract Prov.</u>	<u>Spec Sect. 00 73 33</u>	<u>05/22/2026</u>	<u>13 (33-45)</u>
<u>Fed. Labor Standards</u>	<u>Spec Sect. 00 73 49</u>	<u>05/22/2026</u>	<u>7 (69-75)</u>
<u>Davis Bacon Wages</u>	<u>Spec Sect. 00 73 46</u>	<u>05/22/2026</u>	<u>9 (60-68)</u>

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Specification Book Nevada CDBG Façade Improvement phase 1

<u>Book</u>	<u>Nevada DTR</u>	<u>05/22/2026</u>	<u>620</u>
	<u>Specifications</u>		

Complete construction document set G1.0, A1.0-9.1 as well as addendum #1 set dated 06/05/26

<u>G1.0</u>	<u>Cover Page</u>	<u>04/22/2026</u>
<u>A1.0</u>	<u>1122 6th St.</u>	<u>04/22/2026</u>
<u>A1.1</u>	<u>1122 6th St.</u>	<u>04/22/2026</u>
<u>A2.0</u>	<u>1110 6th St.</u>	<u>04/22/2026</u>
<u>A2.1</u>	<u>1110 6th St.</u>	<u>04/22/2026</u>
<u>A3.0</u>	<u>1104 6th St.</u>	<u>04/22/2026</u>
<u>A3.1</u>	<u>1104 6th St.</u>	<u>04/22/2026</u>
<u>A4.0</u>	<u>1038 6th St.</u>	<u>04/22/2026</u>
<u>A4.1</u>	<u>1038 6th St.</u>	<u>04/22/2026</u>
<u>A4.2</u>	<u>1038 6th St.</u>	<u>04/22/2026</u>
<u>A5.0</u>	<u>1032 6th St.</u>	<u>04/22/2026</u>
<u>A5.1</u>	<u>1032 6th St.</u>	<u>04/22/2026</u>
<u>A6.0</u>	<u>1028 6th St.</u>	<u>04/22/2026</u>
<u>A6.1</u>	<u>1028 6th St.</u>	<u>04/22/2026</u>
<u>A7.0</u>	<u>532 K Ave.</u>	<u>04/22/2026</u>
<u>A7.1</u>	<u>532 K Ave.</u>	<u>04/22/2026</u>
<u>A8.0</u>	<u>526 K Ave.</u>	<u>04/22/2026</u>
<u>A8.1</u>	<u>526 K Ave.</u>	<u>04/22/2026</u>

[N/A] Exhibit A, Determination of the Cost of the Work.

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

[N/A] The Sustainability Plan:

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[N/A] Supplementary and other Conditions of the Contract:

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. Owner is authorized to use and reproduce the Instruments of Service for purposes of marketing and/or providing public information about the Project.

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§9.16 Or Equal Clause

Pursuant to federal procurement requirements applicable to CDBG-funded projects, no specification shall be written in such a manner as to unduly restrict competition. References to brand names or specific products are for descriptive purposes only. Products of equal or greater quality and performance will be accepted, subject to review and approval. The Contractor shall not be limited to brand names specified, provided the proposed substitute meets or exceeds the required standards. Wherever a specific brand name, make, or model is specified in the contract documents, it is intended to establish a standard of quality, function, and performance. Unless stated otherwise, the phrase 'or equal' shall be implied. The Contractor may propose substitute products that are equal in quality, design, performance, and durability, subject to approval by the Owner or Architect/Engineer.

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§ 15.3.1 ~~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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~

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§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000) each occurrence, Two Million (\$ 2,000,000) general aggregate, and One Million (\$ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.6 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and (\$) policy limit.

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

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

PAGE 20

Umbrella Coverage

Five Million (\$5,000,000)

PAGE 22

Jordan Cook
City of Nevada
1209 6th St
Nevada, Iowa 50201
jcook@cityofnevadaiaowa.org

Jason Kentner
Cornerstone Commercial Contractors, Inc.
401 7th St
Corning, Iowa 50841
Jason.kentner@cornercc.com
641-322-3862

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§ 19.7 CDBG Required Labor, Procurement, and Contract Language & Provisions

HUD-4010

U.S. Department of Housing and Urban

Development Federal Labor Standards Provisions
Standards

Office of Davis-Bacon and Labor

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in

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User Notes:

(812611939)

construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to _____ . The

Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to _____, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its reprourement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B).

except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at _____ or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5(a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)-(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the

contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- C. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest, and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses

set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5. Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part

1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: IA20260074 05/18/2026

State: Iowa

Construction Types: Building

Counties: Iowa Counties of Story

Modification Number Publication Date

0 01/02/2026

1 05/18/2026

BOIL0083-009 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 48.48	33.91

BRIA0003-020 05/01/2025

	Rates	Fringes
TILE SETTER.....	\$ 37.44	19.12

BRIA0003-042 05/01/2025

	Rates	Fringes
BRICKLAYER AND STONEMASON.....	\$ 37.44	19.12

ELEV0033-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTES: A. EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR EMPLOYEES WITH LESS THAN 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERAN'S DAY; THANKSGIVING DAY; DAY AFTER THANKSGIVING; & CHRISTMAS DAY.....	\$ 56.30	38.44

ENGI0234-005 05/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (CLASS 3)- LOADER(UNDER 35 H.P.) WITH OR WITHOUT ATTACHMENTS: FORKLIFT(OTHER THAN ABOVE); PAVER(ALL TYPES); ROLLER.....	\$ 32.62	21.94
POWER EQUIPMENT OPERATOR: (CLASS 2)- BULLDOZER; FORKLIFT(ON STEEL ERECTION AND MACHINERY MOVING OR HOISTING ABOVE ONE COMPLETE STORY); LOADER.....	\$ 34.70	21.94
POWER EQUIPMENT OPERATOR: (CLASS 1)- BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 35.02	21.94

IRON0067-003 05/01/2025

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User Notes:

(812611939)

	Rates	Fringes
IRONWORKER: STRUCTURAL.....	\$ 37.80	23.54

IRON0089-003 05/01/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL.....	\$ 35.53	24.45

IRON0111-002 07/01/2024

	Rates	Fringes
IRONWORKER: REINFORCING.....	\$ 37.50	30.99

LAB00177-002 05/01/2025

	Rates	Fringes
LABORER: MASON TENDER - BRICK.....	\$ 29.36	17.99

PAIN0246-001 05/01/2025

	Rates	Fringes
PAINTER: BRUSH AND ROLLER.....	\$ 32.41	16.30

PLAS0021-001 05/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 34.55	23.83

PLUM0033-002 06/01/2025

	Rates	Fringes
PIPEFITTER (HVAC PIPE INSTALLATION ONLY).....	\$ 45.20	23.25

PLUM0033-004 06/01/2025

	Rates	Fringes
PLUMBER.....	\$ 45.20	23.25

SHEE0045-002 06/01/2024

	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT AND UNIT INSTALLATION).....	\$ 39.38	24.95

SUIA2016-049 07/19/2016

	Rates	Fringes
ROOFER.....	\$ 18.87	4.96
PAINTER: SPRAY.....	\$ 19.77	6.64
OPERATOR: CRANE.....	\$ 25.70	9.13
LABORER: PIPELAYER.....	\$ 16.11	0.00
LABORER: COMMON OR GENERAL.....	\$ 16.06	4.32
INSULATOR: MECHANICAL (DUCT, PIPE AND MECHANICAL SYSTEM INSULATION).....	\$ 18.16	3.94
ELECTRICIAN.....	\$ 23.92	4.18

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User Notes:

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CARPENTER..... \$ 23.78 11.17

UAVGIA0003 01/01/2025

	Rates	Fringes
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 33.57	20.75

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted, ME refers to the State of Maine, 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the



interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION

U.S. Department of Labor Wage and Hour Division
Washington, D.C. 20210

February 24, 2026

Robert Wick - CDBG Project Manager
Iowa Economic Development Authority
200 E. Grand Ave.
Des Moines, Iowa 50309

RE: Project/Contract Name: CDBG Downtown Façade Revitalization
Wage Decision No.: IA20250075-MOD-6
Location: Warren County, IA WHD
Number: 40712

Dear Robert Wick:

This is in response to your request proposing the addition of classification and wafer rate to the above wage decision in accordance with 29 CFR 5.5(a)(1)(iii).

The proposed additional classification and wage rate is:

<u>Proposed Classification</u>	<u>Proposed Hourly Rate</u>	<u>Fringe Benefits</u>
<u>Glazier</u>	<u>\$25.00</u>	<u>\$5.00</u>

The proposed conformed wage rate for the requested Glazier classification is **not approved** because the proposed wage rate does not bear a reasonable relationship to wage rates contained in the wage decision number IA20250075-MOD-6. See 29 C.F.R. § 5.5(a)(1)(iii)(A)(3).

Instead, the requested Glazier classification and wage rate is approved at the conformed wage rate of \$36.00 per hour plus \$18.69 in fringe benefits. This conformed wage rate is the minimum wage for all workers performing in this classification under this contract and must be paid, retroactively, to the first day work is performed.

Your request has been conformed consistent with All Agency Memorandum 213 (<https://sam.gov/content/wage-determinations/resources/all-agency-memos>) which describes the conformance process in detail. For additional guidance, please follow the link WHD Davis-Bacon WD Conformance Request Guide, Sep. 2021. This guide will provide relevant information regarding the conformance process and wage determinations in general. Any requests for appeal of the conformance decision must be made within thirty (30) days from the date of this letter. Please email the appeal letter to

If you have any questions regarding the context of this letter, please contact Carola Diaz via email at Diaz.Carola@dol.gov. For questions regarding the conformance process or for technical assistance, please contact Yuepeng (Mike) Yang via email at Yang.Yuepeng@dol.gov.

Sincerely,

Yuepeng (Mike) Yang, Wage & Hour Specialist
Branch of Construction Wage Determinations
202-693-1162 | Yang.Yuepeng@dol.gov

❖ **Access to Maintenance of Records**

"The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD."

"At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract"

❖ **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

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

❖ **Certification regarding government-wide restriction on lobbying:**

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

"The Recipient certifies, to the best of his or her knowledge and belief, that:

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

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

accordingly."

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

❖ Clean Air and Water Acts; (for all contracts over \$100,000)

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

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

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

- (1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

❖ Federal Executive Orders 11246 & 11375 (For all contracts over \$10,000)

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive

Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

❖ **Federal Labor Standards (For all contracts over \$2,000)**

"During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:"

- o Davis-Bacon and Related Acts, as amended;
- o Contract Work Hours and Safety Standard Act, as amended;
- o Copeland Anti-kickback Act, as amended;
- o Fair Labor Standards Act, as amended

❖ **Build America, Buy America Requirements**

The Grantee and its Contractors/Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. (Housing projects of 4 units or less are excluded from this requirement.)

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

- A. "The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to

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ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The Contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The Contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The Contractor r agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The Contractor r agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

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

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

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

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

❖ **Recycled Materials**

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

- o When appropriate, specifications shall include requirements for the use of recovered materials and products;
- o The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product."

❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**

"The Contractor agrees to comply with the provisions of Executive Order 11063, as amended by Executive Order 12259, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.

The Contractor shall not discriminate against any person on the grounds of race, color, religion, sex, or national origin in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.

The Contractor further agrees to:

- o Include this provision in all subcontracts or agreements related to this federally assisted construction project;
- o Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;
- o Maintain and provide records as required to demonstrate compliance with applicable federal requirements.
- o Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation."

❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):**

"The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;
- Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;
- Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;
- Maintain and furnish records as necessary to demonstrate compliance."

❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 2000d):**

"The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.
2. Include this clause in every subcontract or purchase order involving the use of federal funds.
3. Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).
4. Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI."

❖ **Title VIII of the Civil Rights Act of 1968 (aka 'Fair Housing Act'):**

"The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.
2. Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.
3. Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.
4. Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity."

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 USC 794):**

"The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.
2. Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).
3. Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.
4. Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.
5. Include this provision in all applicable subcontracts and agreements."

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq):**

"The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Contractor shall:

1. Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.
2. Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.
3. Include this clause in all subcontracts or agreements involving federal funds under this project.
4. Cooperate fully with any compliance review or investigation conducted pursuant to this Act.
5. Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act."

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

"The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101-12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- Excluded from participation in,
- Denied the benefits of, or
- Subjected to discrimination in

any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.
2. Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.
3. Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.
4. Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.
5. Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule)**

"The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. Identify and evaluate lead-based paint hazards in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;
2. Control or eliminate lead-based paint hazards through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;
3. Ensure that all work involving lead-based paint is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;
4. Provide residents with proper notices and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;
5. Follow clearance procedures after hazard control work, including proper testing by certified risk assessors or clearance technicians;
6. Keep and submit records and reports demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

"The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:

Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contactor shall:

1. Not discriminate in hiring, promotion, layoff, termination, or other employment practices;
2. Provide equal access to housing, services, and facilities without regard to protected characteristics;
3. Make reasonable accommodations for persons with disabilities;
4. Include this clause in all applicable subcontracts and agreements under this contract;
5. Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed
2. Include this nondiscrimination provision in all subcontracts and procurement agreements;
3. Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;
4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.

❖ **Sales and Use Taxes (for municipalities only)**

"Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid."

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:

Contractor Signature

Date

Contractor Printed Name

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

❖ **Current Certified Payroll Form & Certification (DOL WH-347)**

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>

❖ **Federal Labor Standards Complaint Intake Form:**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/4731.pdf>

❖ **Record of Employee Interview Form**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/11.pdf>

❖ **Job Site Posters & Federal Labor Standards Provisions:**

➤ WHD 1321 – Employee Rights Poster

- English: <https://www.osha.gov/Publications/osh3165.pdf>
- Spanish:

➤ OSHA Job Safety & Health

- English: https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster.pdf
- Spanish:

➤ OFCCP Equal Opportunity – Know Your Rights

- English: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12
- Spanish:

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❖ **HUD Form 928.1 Equal Housing Opportunity**

- English: <https://www.hud.gov/sites/documents/928.1.PDF>
- Spanish:

The undersigned acknowledges that these documents are required to be made available to all workers on the jobsite.

Contractor Signature

Date

Contractor Printed Name

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION 3 – CONTRACTOR INTENT TO COMPLY

For Project (insert project name): _____

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

Contractor Name: _____ hereinafter referred to as "CONTRACTOR."

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

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

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

☐ YES If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee's hourly wages and addresses.

☐ YES ☐ NO Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

☐ YES Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?

☐ YES If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?

☐ YES If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

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

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

Signature Date

Print Name:

Title:

TEMPORARY CONSTRUCTION SIGN FOR JOINTLY-FUNDED PROJECTS

White Background

Sign Dimensions: 1200 mm x 2400 (approx. 4'x8'x3/4 inch) PLYWOOD PANEL
(APA RATED A-B GRADE-EXTERIOR)

Project Title

Sponsor/Developer

Officials(s) or Sponsor Address

Architect or Engineer

(second line)

Contractor

(second line)

Project Financed by:
Community Development Block Grant
Iowa Economic Development Authority

This institution is an equal opportunity provider.

CDBG
Community Development Block Grant

IOWA
Economic Development

BUILD AMERICA, BUY AMERICA REQUIREMENTS

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA Covered and Non Covered Items

- Iron and steel + manufactured products + construction materials
- Items should only be classified into ONE of the three categories
- Applies to items consumed in, incorporated into or affixed to an infrastructure project (aka permanently incorporated)
- Does not apply to items brought to and removed from the construction site prior to the completion of the infrastructure project (e.g., temporary scaffolding)
- Does not apply to equipment and furnishings that are used at or within the finished infrastructure project (e.g., movable chairs, desks, portable computer equipment)

Definition of Iron and Steel -

- Items that are predominantly iron or steel, unless another standard applies under law or regulation
- All manufacturing processes, from the initial melting stage through the application of coatings, must occur in the U.S.

Definition of Manufactured Products -

- Manufactured in the U.S.
- Cost of components that are mined, produced, or manufactured in the U.S. is greater than 55 percent of the total cost of all components of the manufactured product
- Unless another standard for determining the minimum amount of domestic content has been established under applicable law or regulation

Construction Materials -

Includes:

- Non-ferrous metals
- Plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables)
- Glass (including optic glass)
- Lumber
- Drywall

Excludes:

- Items made primarily of iron or steel
- Manufactured products
- Cement and cementitious materials
- Aggregates such as stone, sand, or gravel
- Aggregate binding agents/additives

BABA CLAIM COMPLIANCE CERTIFICATION FORM

CLIENT NAME: _____ (hereinafter CLIENT)
PROJECT TITLE: _____ (hereinafter PROJECT)
CDBG PROJECT NUMBER: _____ CDBG CLAIM NO. _____
CONTRACTOR NAME: _____ (hereinafter CONTRACTOR)
PAY APPLICATION NO. _____ AMOUNT: _____

CONTRACTOR CERTIFICATION

I _____ the project manager, superintendent, owner, or authorized representative of the CONTRACTOR which has been contracted by the CLIENT to complete the proposed PROJECT and for which we are now submitting Pay Application No. _____ in the amount of _____ hereby certify that all the iron, steel, construction materials, and manufactured products brought onto the PROJECT site and used on the PROJECT are BABA Compliant as required by the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-5. I also certify that I have provided the GRANT ADMINISTRATOR with a full and complete list of BABA-eligible products to be used on this project and all the required BABA certifications for those items as provided by the manufacturer.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

ARCHITECT OR ENGINEER CERTIFICATION

I _____ the architect or engineer for the PROJECT hereby certify

that I have reviewed the CONTRACTOR's Pay Application No. _____ and the materials used on this

project and agree that the CONTRACTOR has utilized certified BABA compliant iron, steel, construction

materials, and manufactured products for the work that is certified as complete as of this pay application.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

This form is required by IEDA for each submission of a draw for reimbursement on the CDBG funded project.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with BABA requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed. The following information is provided as a sample letter of step certification for BABA compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the Build America, Buy America requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx

2. Xxxx

3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the U.S. and providing detailed information on the steps involved.

The following is a template for this type of final certification.



IRON & STEEL, INC.

IRON & STEEL, INC.
1959 Steel Drive
Ironville, OH 12345

MATERIAL CERTIFICATION

April 30, 2015

RE: Job Name: Waterprojectville, Iowa ← 2015 State Revolving Fund Water Infrastructure Project
SRF Project Number: CS1920999 01

References the SRF Project

I certify that the processes for manufacturing or fabricating the following products and/or materials provided for the subject project took place at the following U.S. locations:

Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, LA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA

I further certify that the products and/or materials are in full compliance with the Build America, Buy America requirement as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.

Specifies the Products

Signature of Manufacturer's Representative

On behalf of IRON & STEEL, INC.,

Jane Smith
Jane Smith
Product Quality Manager

Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, delivered via certified letter, 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.

...

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, delivered via certified letter, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

...

~~(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)~~ Notice of termination for convenience shall be delivered via certified letter.

Payment owed for work completed to date.

Jordan Cook City Administrator

Jason Kentner Owner/CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:05:39 ET on 09/21/2026 under Order No. 500034606 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Item # 11
Date: 9/28/26

DATE: 09/28/26

COUNCIL ACTION FORM

AGENDA ITEM: Debris Site Fence

HISTORY:

For the continued development of the City's debris site, the next phase of work will be the installation of fencing along the east side of the property. This fencing is needed to clearly establish the boundaries of the debris site, help control access to the area, and provide a more defined separation between the site and the surrounding property.

The proposed fence will be approximately 1,600 feet in length and 4 feet in height. It will consist of high-tensile wire fencing with support posts placed approximately every 15 feet. This type of fencing should provide a durable and cost-effective way to secure the perimeter while still being appropriate for the intended use of the site.

Once the fencing is installed, it will help us better manage how the property is accessed and used as we continue moving forward with the remaining phases of the debris site project.

OPTIONS:

1. J & N Ag Services= \$7,500
2. Steel Courtyard 6ft. Bench= \$12,489

STAFF'S RECOMMENDED ACTION:

Therefore, City staff recommend that Council approve Option 1; J & N Ag Services



Justin Hall
 J&N Ag Services
 Nevada, IA 50201
 (515) 450-2394
 justinhall@jndagservices.com

TO:
 City of Nevada
 1209 6th Street
 P.O. Box 530
 Nevada, IA 50201

DATE:
 September 18, 2026

PROJECT:
 Debris Sight Fencing
 Nevada, IA

BID PROPOSAL

J&N Ag Services is pleased to provide the following bid for materials and installation of debris sight fencing as requested by the City of Nevada.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1600 ft fence	1	—	—
Wood post (every 15 ft)	107 posts	\$26.15	\$2,615.05
High tensile wire	4 rolls	\$339.98	\$1,359.92
Corner brace post	4 corners	\$447.96	\$1,791.84
Staples / crimps	—	—	—
Labor / machine	—	—	\$4237.06

TOTAL BID **\$7,500.00**
 (Includes installation & supplies)

SCOPE OF WORK

- Install approximately 1,600 feet of debris sight fencing
- Use wood posts spaced every 15 feet (107 total posts)
- Install 4 corner brace posts
- Furnish and install high tensile wire
- Include staples, crimps, and all necessary hardware
- Labor and equipment included

TERMS

- Price is valid for 30 days from the date above.
- Any changes to the scope of work may result in a revised price.
- J&N Ag Services will complete the work in a professional and timely manner.
- This bid includes all materials, labor, and equipment as listed.

Thank you for the opportunity to bid on this project. We look forward to working with the City of Nevada.

Respectfully,

Justin Hall

Justin Hall
 J&N Ag Services

Iowa State Contractor
License
#C111229

Estimator: Dan Jones
515-808-1171
dan@centraliowafencing.com

CENTRAL IOWA FENCING

www.centraliowafencing.com

8414 46th Lane
Prole, Iowa 50229
515-981-5777
accounts@centraliowafencing.com



DATE: 9/4/2026

Name: City of Nevada - Joe Mousel
Address: 1209 6th St Nevada, IA 50201
Phone Number: 515-450-2394
Email: jmousel@cityofnevadaiaowa.org
Site Address:
(if different from above)

Fencing Specifications



Fencing Specifications

Style/Color: 4 Strand Barb

Linear ft: 1,680ft

Height: 4ft

Lines/Posts: 1 Creo/ 2T

Rail:

Gates: No

Estimated Installed Price

\$12,489.00

*Estimated cost based on measurements above. Any additional footage installed is subject to additional cost. ** Does not include possible additional costs. See below.

Deposit: **\$6,250.00**

*A 15% fee of the estimated installed price will apply if this contract is cancelled by the customer. Deposits for special order materials will not be refunded.

**Payment in-full due upon completion of work. If not paid in full after 30 days, CIF reserves the right to take back unpaid fence materials without notice and deposit will not be refunded.

*** \$40 Returned Check Fee

Fence Layout



No visible pins but has t posts to mark property corners and end.
Need to find out what the set back is on the railroad track on south end.
Also need site location address, or address nearby.

Important

Customer is completely responsible for exact location of property markers, lines, and fence locations. Property survey may be necessary if physical pins are not present. This must be done prior to scheduling installation.

Private utilities, including irrigation systems, must be located by customer prior to installation. Central Iowa Fencing Ltd. is not responsible for damage to private utilities whether marked or unmarked. Irrigation on property? Yes No (circle one)

Possible Additional Costs

- * Permits-CIF will acquire and bill to customer (cost varies by city)
- * Hand-dug post holes (by law near utilities)= \$50/post
- * Add-on Plated Posts (post bolted to cement)= \$90/post
- * Core Drills (Posts drilled thru concrete)= \$100/post

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. We use "Iowa One Call" to locate original facilities. All other underground cables, septic systems, gas lines, etc, MUST be located by customer prior to installation. Central Iowa Fencing, Ltd. is not responsible for damages to utilities that are not marked. Irrigation/Sprinkler systems must be located by customer. Central Iowa Fencing, Ltd is not responsible for damage to irrigation/sprinkler systems whether marked or unmarked. Fence line must be cleared of all debris prior to installation. Customer responsible for compliance with associated local or neighborhood fence covenants.

Authorized Signature: *Mark A. Dumahee/Greg Dehning*

Note: This estimate may be withdrawn by us if not accepted within (10) days.

Acceptance of Proposal

You are hereby authorized to furnish and install the above-described fencing at the prices and upon the terms and conditions specified above and hereon. I(We) accept full responsibility for all the locations of all property lines and I(We) consent to company's entry upon the property where the fencing is to be installed and to company's removal of said fence, without notice, if the contract price is not paid in full when due. I(We) hereby warrant that I(We) are in and are entitled to possession of the property where fence is to be installed, and I(We) hereby agree to indemnify company and to hold it harmless for any damages to said property because of removal of said fences aforesaid. I(We) understand that all the terms and conditions set forth hereon are subject to acts of God, government actions, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain materials described hereon, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond company's control whether or not similar to any of the causes specifically enumerated, and if performances in a whole or in part is prevented or hindered, or cost is abnormally increased as a result thereof. Company shall not be liable for any losses, damages or delays occasioned thereby, and performance hereunder shall be excused without liability on Company's part. I(We) further understand that this order constitutes the entire agreement between parties in reference to the materials described hereon.

Date: _____

Signature/s: _____

DATE: 9/28/2026

COUNCIL ACTION FORM

AGENDA ITEM: Discussion and Consideration to Waive Rental Fees

HISTORY:

In August 2022, the City Council adopted Chapter 158, **Property Maintenance and Residential Rental Code**, establishing minimum standards for the condition and maintenance of rental properties, buildings, and structures. The purpose of the chapter is to ensure applicable rental properties are maintained in a safe, sanitary condition and are fit for occupancy and use.

Chapter 158 applies to various residential rental properties, including single-family, two-family, and multi-family dwellings, as well as certain mobile homes, subject to the exceptions outlined within the Code.

Following adoption of Chapter 158, the City planned to phase the **initial inspection process by ward**. Staff recommends maintaining this phased inspection schedule while registering all applicable rental properties citywide at the same time. Completing registration citywide would create a comprehensive and current rental property database while allowing inspections to remain manageable for staff through the established ward-based schedule. This approach would also reduce duplicate communications and mailings for owners with multiple properties, minimize administrative costs, and provide a consistent registration process for all rental property owners.

As part of this citywide implementation, staff recommends a **one-time waiver of the initial registration fees** for all applicable rental properties. The waiver would provide a uniform starting point for all rental property owners while allowing the City to establish an accurate and complete registration database. Following the initial registration period, applicable fees would be assessed in accordance with Chapter 158.

This approach provides all rental property owners with the same opportunity to complete the initial registration process while allowing the City to move forward with consistent administration of the program.

OPTIONS:

1. Approve a one-time waiver of the initial registration fees for all applicable rental properties.
2. Proceed with citywide rental property registration and assess all applicable fees.
3. Take no action at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends **Option 1: Approve a one-time waiver of the initial registration fees for all applicable rental properties** as part of the citywide implementation of the rental registration program.

This will allow the City to establish a complete and current rental property registration database, provide a consistent starting point for all property owners, and move forward with full implementation of Chapter 158.

ORDINANCE NO. 1023 (2022/2023)

AN ORDINANCE AMENDING THE CITY CODE OF NEVADA, IOWA, BY ADDING CHAPTER 158 (PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE)

WHEREAS, the City of Nevada (the "City") desires to establish minimum regulations regarding the conditions and maintenance of rental properties, buildings and structures. Ensuring that rental structures, buildings, and properties are safe, sanitary and fit for occupation and use; and

WHEREAS, the City adopts the International Property Maintenance Code pursuant to Iowa Code Chapter 562A; and

WHEREAS, the City held several workshops after the first proposed Chapter on March 28th, 2022; and

WHEREAS, the City deems it to be in the best interest of the City, in order to promote and protect the public health, safety, morals and general welfare of the citizens of the City of Nevada, to adopt new municipal code chapter 158.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Nevada, Iowa as follows:

SECTION 1. ADD NEW CHAPTER 158 (PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE). The Code of Ordinances of the City of Nevada, Iowa, is amended by adding new Chapter 158 Property Maintenance and Residential Rental Code, as follows:

CHAPTER 158: PROPERTY MAINTENANCE AND RESIDENTIAL RENTAL CODE

158.01 TITLE AND STATEMENT OF PURPOSE. The ordinance codified in this chapter is entitled as the "Property Maintenance and Residential Rental Code". The purpose of this chapter is to establish minimum regulations regarding the conditions and maintenance of rental properties, buildings, and structures. Standards outlined in Chapter 158 are to ensure that rental structures, buildings, and properties are safe, sanitary, and fit for occupation and use.

158.02 ADOPTION OF PROPERTY MAINTENANCE CODE. The International Property Maintenance Code, published by the International Code Council, Inc., is adopted in full except for such portions as may be hereinafter deleted, modified or amended.

158.03 APPLICABILITY. Provisions within this chapter shall be applicable to the maintenance, repair, equipment, use and occupancy of all dwelling units within residential rental buildings that are now in existence or hereafter constructed, habilitated, renovated, or converted to residential rental use within the corporate limits of the City of Nevada. Provisions within this chapter include, but are not limited to single-family dwellings, two-family dwellings, multi-family dwellings, mobile homes regulated under 562A of the Iowa Code, accessory dwelling units and/or rooming/sleeping units with the following exceptions:

- a) Single-family dwellings which are occupied by the owner;
- b) Transient shelters, group homes and college dormitories subject to state licensing; and
- c) Hotels, motels, extended stay hotels and other similar uses subject to state licensing.

Provisions within this chapter shall also be applicable to the land and common areas that provide services to individual owner-occupied units where said land and common area is under the ownership of someone other than that of said owner occupied unit, including, but not limited to, mobile home parks, horizontal property regimes pursuant to Iowa Code 499B, and multiple housing cooperatives pursuant to Iowa Code 499A.

158.04 DEFINITIONS. The following terms are defined for the purposes of Chapter 158:

1. "Building and Zoning Official" means the official who is charged with the administration and enforcement of this code, or any duly authorized representative.
2. "Dwelling Unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
3. "Group homes" means those dwelling units which provide for the care of a group of persons, such as but not limited to a nursing home or treatment facility that are subject to state licensing.
4. "Inspection" means a review of a dwelling unit, building or structure for its compliance to adopted and relevant city codes.

5. "Minor" means an individual under the age of 18.

6. "Multi-family dwelling" means a building designed for or occupied exclusively by three or more families. This includes condominiums or individual dwelling units within the structure that are being rented or leased.

7. "Owner" means any person who, alone or jointly or severally with others shall have legal title to any dwelling unit, with or without accompanying actual possession thereof; or shall have charge care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the owner.

8. "Rental inspection certificate" means a certificate issued upon the inspection and certification of a dwelling unit and allows for that dwelling unit to be rented and occupied.

9. "Single-family dwelling" means a building designed for or occupied exclusively by one family.

10. "Tenant/Occupant" means any individual residing in a rental dwelling unit or having possession of a space within a rental dwelling.

11. "Transient shelters" means those units providing temporary or transitional residence for a period of thirty-one (31) days or less.

12. "Two-family dwelling" means a building designed for or occupied exclusively by two families. This includes condominiums or individual dwelling units within the structure that are being rented or leased.

158.05 INTERPRETATION. In their interpretation and application, the provisions of this chapter shall be held to minimum requirements, adopted for the promotion and protection of the public health, safety, and general welfare. Wherever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions, or covenants, the most restrictive, or that imposing the higher standards, shall govern.

158.06 CODE ENFORCEMENT OFFICER. It shall be the duty of the Building and Zoning Official, or other officially delegated and/or appointed by the City Administrator, who shall administer and enforce the provisions within this chapter and to conduct any required inspections or tests.

158.07 REGISTRATION AND INSPECTION CERTIFICATION REQUIRED. After the effective date hereof, no person shall rent, lease, let, operate, or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental inspection certificate.

1. Issuance. Following the submission of a rental registration application, on forms provided by the City of Nevada, and review of the residential unit for compliance with the provisions within this chapter, the Building and Zoning Official shall issue a rental certificate to the owner and/or agent. No certificate shall be issued until all inspections, registration and other fees have been passed, completed, and paid.

2. Owner and/or Agent Information Required. Owners of residential rental properties in the City, who reside in Story County or any county contiguous thereto, shall provide the Building and Zoning Department with their contact information or designee contact information including but not limited to:

- a) Mailing addresses
- b) Telephone numbers
- c) E-mail addresses

Owners of residential rental properties in the City who reside in any area other than described above, shall provide the department with the contact information of an individual over the age of eighteen (18) who shall reside in Story County or any county contiguous thereto, and who shall be designated as agent for scheduling inspections, receiving notice, and service of process.

3. Rental Inspection Certificate. Certificates shall be readily available for examination by the Building and Zoning Official at all times.

4. Certificate Duration and Validation. Certificate shall expire at the end of four (4) years following its date of issuance, or from the listed expiration date, unless suspended or revoked as hereinafter provided.

5. Certificate Renewal. Certificates shall be revoked if not renewed within forty-five (45) days from the date of expiration. Renewal shall include an inspection of rental property for compliance to provisions within this chapter.

6. Transfer of Ownership. A notice to the Building and Zoning Department is required from the owner within seven (7) days after a rental property is sold, transferred, conveyed, or otherwise disposed of ownership, interest, or control. Notices shall include the name and address of the person succeeding to the ownership and control thereof. Certificates are transferable as long as the succeeding property owner re-registers the rental property under their name and contact information. The succeeding property owner will have thirty (30) days to re-register said property at no cost. If the succeeding property owner fails to re-register the rental property within thirty (30) days, rental certification shall be revoked or suspended.

7. New Units. New construction projects, which have received final inspection approval and have been issued a Certificate of Occupancy, need not complete an inspection for a period of four (4) years from the issue date but shall register their property and provide their contact information to the City in order to be compliant with provisions in this chapter.

158.08 INSPECTION PROCEDURES. The owner and/or agent shall schedule an inspection to be conducted by the Building and Zoning Department to ensure compliance with the requirements of this chapter.

1. **Appointments.** Appointments for inspections shall be scheduled by the applicant through the City during regular business hours and shall provide at minimum one (1) business day notice. The City may request for the appointment to be rescheduled. The owner and/or agent shall be required to arrange for access to the rental dwelling unit(s). The owner and/or agent shall notify all tenants of the inspection in accordance with Chapter 562A, Uniform Residential Landlord and Tenant Law, of the Code of Iowa. Failure to notify tenants shall result in reinspection.

2. **Inspection Schedule.** The Building and Zoning Department shall seek to inspect every residential rental dwelling within the corporate limits of the City of Nevada every four (4) years. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to the following:

- a) Age and condition of dwelling
- b) Inspection history (continual violations)
- c) Tenant/management complaints (resulting in violations)
- d) Natural disasters such as flooding
- e) Timely inspection scheduling, follow-up, and fee payment by the owner
- f) In-house inspection and maintenance program by the owner that includes specific life/safety provisions

It shall be the responsibility of the owner and/or agent to ensure that their rental properties have a valid rental inspection certificate. The City may schedule inspection appointments with the owner and/or agent of the property by regular mail and/or email, a minimum of thirty (30) days in advance of the inspection. It shall be the owner and/or agent's responsibility to notify all tenants of the inspection date and time, in accordance with Iowa law.

3. **Inspections shall not be conducted under the following circumstances and shall result in a reinspection:**

- a) When a minor is serving on the behalf of the owner and/or managing agent
- b) When the inspection is against the will of the tenant without the building owner and/or managing agent present
- c) When no prior notice is given to the tenant, as is required by state law
- d) Without either the owner and/or managing agent, tenant of the dwelling, or the designated managing agent being present

4. **Administrative Search Warrants.** When under any section of this code it is necessary to enter in or upon any building, structure, land or other premises for inspection purposed or when there is reasonable cause to believe there exists in, at or upon a building, structure, land or other premises within the jurisdiction of the city a violation of any section of this Code enacted under police powers related to health or safety and a city officer or employee is authorized to conduct inspections has attempted to gain entry to any building, structure, land or other premises for the purpose of such inspection and has been refused such entry, the council in the exercise of its home rule powers authorizes the city attorney or their designee to make an application for an administrative search warrant in the name and authority of the city as provided by law.

158.09 RENTAL HOUSING STANDARDS. The Building and Zoning Official shall inspect each rental dwelling unit or portion thereof that is accessible to the tenant, to determine whether the premises are safe for human habitation or whether they are deemed substandard as set forth below.

Substandard conditions shall include, but not be limited to, the following:

1. Lack of working water closet, lavatory, bathtub or shower;
2. Lack of working or existing kitchen sink;
3. Lack of hot and cold running water to plumbing fixtures requiring hot and cold water;
4. Lack of heating facilities;
5. Lack of or improper ventilating equipment for mechanical equipment: i.e. water heater, furnace;
6. Lack of or minimum amounts of natural light and ventilation;
7. Lack of required electrical lighting;
8. Dampness of habitable rooms;
9. Infestation of insects, vermin or rodents from improper maintenance of the building;
10. General dilapidation or improper maintenance;
11. Lack of connection to the required sewage disposal system;
12. Lack of adequate garbage and rubbish storage and removal if service is provided by the Landlord;
13. Lack of valid minimum rental housing occupancy permit for the dwelling unit;
14. Structural Hazards, including:
 - (a) Deteriorating or inadequate foundations;

- (b) Defective or deteriorating flooring or floor supports;
- (c) Flooring or flooring supports of insufficient size to carry imposed loads with safety;
- (d) Members of wall, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
- (e) Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;
- (f) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
- (g) Members of ceiling, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;
- (h) Fireplaces or chimneys which list, bulge or settle due to material deterioration; and
- (i) Fireplaces or chimneys which are insufficient size or strength to carry imposed loads with safety.

15. **Hazardous wiring.** Hazardous wiring shall include all wiring, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner;

16. **Hazardous plumbing.** Hazardous plumbing shall include all plumbing, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross connections and siphoning between fixtures;

17. **Hazardous mechanical equipment.** Hazardous mechanical equipment shall include all mechanical equipment, including vents, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good and safe condition;

18. **Faulty weather protection.** Faulty weather protection shall include, but not be limited to, the following:

- (a) Deteriorated, crumbling or loose plaster caused by weather or improper maintenance;
- (b) Deteriorating or ineffective water-proofing of exterior walls, roofs, foundations or floors, including broken windows or doors caused by weather or improper maintenance;
- (c) Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering; and
- (d) Broken, rotted, split or buckled exterior wall coverings or roof.

19. **Fire hazards.** Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in violation of the International Fire Code adopted by the City of Nevada in such condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be deemed a fire hazards.

20. **Faulty materials of construction.** Faulty materials of construction shall include all materials of construction, except those which are specifically allowed or approved by this chapter and the building code, and which have been adequately maintained in good and safe condition.

21. **Hazardous or unsanitary premises.** Hazardous or unsanitary premises shall include those premises on which an accumulation or weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborage, stagnant water, combustible materials and similar materials or conditions constitute fire health or safety hazards. Located in City Code Chapter 50 & 51.

22. **Inadequate maintenance.** Any building or portion thereof which is determined to be an unsafe or dangerous building in accordance with the Building Code of the city shall be deemed to be inadequately maintained.

23. **Inadequate exits.** All habitable spaces shall have reliable means of egress that do not require special keys, tools, or knowledge to operate. Exits shall consist of a walk out door, fire escape rated for the occupancy level of the floor, having a width of not less than 32 inches, and made of non-combustible material. Windows below grade and not more than a height of 70 feet may serve as an emergency rescue egress point, only in existing buildings where exiting is inadequate. Nothing in this section permits violation of City of Nevada ordinance 165.16.D (3) requiring two separate means of egress from residential dwelling units within the downtown district. All buildings or portion thereof not provided with adequate exit facilities as required by this chapter shall be deemed to have inadequate exits. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed, or additional fire protection added in lieu of construction. The Authority Having Jurisdiction (AHJ) can approve the installation of a fire alarm system or automatic sprinkler system to correct inadequate required exits.

24. **Inadequate fire-resistive construction or firefighting equipment.**

- (a) **Fire-resistive.** All buildings or portion thereof which are not provided with the fire-resistive construction required by this chapter shall be deemed to have inadequate fire-resistive construction, except those buildings or portions thereof which the owner proves by clear satisfactory and convincing evidence: 5/8-

inch fire rock can be added to interior walls on legacy buildings to provide an approve layer of fire protection. Doors to a rated corridor shall be solid wood with a 20 min rated UL tag on the door jam.

- (i) Conformed with all applicable laws at the time of their construction, conversion to rental dwelling unit status and increase in number of rental dwelling units; and
 - (ii) Whose fire-resistive construction has been adequately maintained and improved with any increase in number of dwelling units or occupant load, and with any alteration, addition or change in occupancy.
- (b) Deemed inadequate. All buildings or portions thereof which are not provided with the fire extinguishing system or equipment required by this chapter shall be deemed to have inadequate fire extinguishing systems or equipment. The AHJ may provide a variance to a sprinkler system when required if there are additional approved exits installed along with other fire protection features, such as but not limited to a) fire rated construction, b) the installation of a complete addressable fire alarm which is capable of notifying all tenants, or another fire protection device approved by the AHJ.

25. Improper occupancy. Improper occupancy shall include any occupancy of a building or portion thereof occupied for living, sleeping, cooking or dining purposes which was not designed or intended to be used for such occupancy. Improper occupancy shall also include the occupancy of, or allowing the occupancy of, any dwelling unit for which there is not in effect a valid and current minimum rental housing occupancy permit or a valid and current registration receipt with respect to said dwelling. The AHJ shall issue an immediate cease and desist order to anyone occupying a space not approved or designed for human habitation.

158.10 MOBILE HOMES. Mobile homes shall be regulated and inspected in accordance with the following classifications:

- 1. The class of mobile homes denoted as manufactured homes, as defined in 42 USC 5402(6), shall bear a data plate, serial number and certification label as required by Manufactured Home Construction and Safety Standards, Department of Housing and Urban Development (1985) sections 3280.5, 3280.6 and 3280.8, or shall meet the requirements of section 3280.7.
- 2. Mobile homes manufactured from March 1973 through May 1976 shall bear the seal of the state.
- 3. Mobile homes manufactured prior to March 1973 shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.
- 4. All other mobile homes not included in the classifications in sections (1) through (3) of this section shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.
- 5. A mobile home showing no evidence of modification and generally well-maintained as set forth in this article, shall be issued an inspection certificate in the same manner as any other dwelling unit subject to this article.

158.11 REVOCATION AND SUSPENSION OF CERTIFICATES. Any rental inspection certificate may be summarily revoked and/or suspended by the Building Official upon the review of a notice of violation of any provision of this chapter or upon any outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Nevada.

158.12 WITHHOLDING OR DENIAL OF CERTIFICATES. Any rental inspection certificate may be withheld or denied by the Building and Zoning Department if an owner has outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Nevada, or if the inspection reveals any of the substandard conditions as set forth in Section 158.09.

158.13 VIOLATIONS AND PENALTIES. Any person who fails to comply with any provisions of this chapter or other applicable code or regulation shall be subject to a fine as set forth in Chapter 4 of the City Ordinance. In the instance that a rental property fails to meet the requirements within this chapter, the Building and Zoning Official may issue an order requiring for the property owner or agent to correct violations within a reasonable amount of time.

Whenever the City determines that a violation of this chapter exists, the City shall give notice of the violation. The notice shall be in writing and shall describe with reasonable detail the violation(s) to allow the property owner to correct said violation(s).

158.14 FEES. All fees due to the City for registration, and/or rental housing certificates, as determined by City Council resolution, shall be collected in prior to issuance of a certificate.

158.15 APPEALS. Appeals to the Board of Adjustment concerning interpretation or administration of this chapter may be taken by any person aggrieved by any decision of the Building and Zoning Official. Such appeals shall be taken within a reasonable time, not exceeding 60 days, by filing with the Building and Zoning Official and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The Building and Zoning Official shall forthwith transmit to the Board all papers constituting the record upon which the action appeal from was taken. The Board of Adjustment shall fix a reasonable time for the hearing of appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or attorney.

158.16 VARIANCES. In the case of appeals requesting a variance, the Board of Adjustment may grant a reasonable variance in a specific case and from a specific provision of this chapter, subject, however, to appropriate conditions; and, provided that, the

158.16 VARIANCES. *In the case of appeals requesting a variance, the Board of Adjustment may grant a reasonable variance in a specific case and from a specific provision of this chapter, subject, however, to appropriate conditions; and, provided that, the Board makes specific findings of fact based on the evidence presented on the record as a whole, that the following factors have been established by the required standard of proof:*

1. *There are practical difficulties or unnecessary hardships in carrying out the strict letter of the notice or order;*
2. *Due to the particular circumstances presented, the effect of the application of the provisions of this chapter would be arbitrary in the specific case;*
3. *An extension of time to bring the property into compliance with the provisions of this chapter would not constitute an appropriate remedy for practical difficulties or unnecessary hardships in this arbitrary effect;*
4. *Such a variance is in compliance with the general purpose and intent of this chapter in securing the public health, safety and general welfare*
5. *The granting of such variance will not render the structure unsafe for habitation; and*
6. *The structure benefitted by the variance conformed with all applicable provisions of this Code of Ordinances, including, but not limited to, zoning provisions, at each of the following times:*
 - (a) *At time of construction;*
 - (b) *At the time of its conversion to rental dwelling status; and*
 - (c) *At the time of any increase in number of rental dwelling units in the structure.*

158.17 PUBLIC NUISANCE PROPERTY.

1. *It shall be the responsibility of the owner of each dwelling unit that is subject to the provisions of this subchapter to assure that the use and occupancy of such dwelling unit does not unreasonably interfere with or adversely affect the rights of nearby residents and does not disturb the health, safety, or general welfare of the occupants of surrounding properties.*
2. *Any use or occupancy, or allowing the use or occupancy, of any dwelling unit subject to the provisions of this subchapter in violation of the requirements stated above shall constitute a public nuisance.*

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

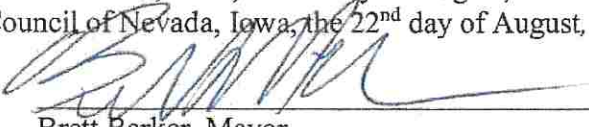
SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

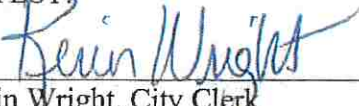
Passed First Reading by the City Council of Nevada, Iowa, 25th day of July, 2022.

Passed Second Reading by the City Council of Nevada, Iowa, the 8th day of August, 2022.

PASSED AND ENACTED by the City Council of Nevada, Iowa, the 22nd day of August, 2022.


Brett Barker, Mayor

ATTEST;


Kerin Wright, City Clerk

*Ordinance was originally placed on the March 28, 2022 agenda for first reading. Council tabled the reading until residents could comment on the proposed ordinance.

After several workshops, the revised ordinance was presented for first reading:

1st Reading – July 25, 2022

Motion by Council Member Brian Hanson, seconded by Council Member Steve Skaggs, first reading of Ordinance No. 1023 (2022/2023).

AYES: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson

NAYS: None

ABSENT: None

2nd Reading – August 8, 2022

Motion by Council Member Jason Sampson, seconded Council Member Dane Nealson, to approve the second reading of Ordinance No. 1023 (2022/2023).

AYES: Sampson, Nealson, Skaggs, Hanson, Mittman

NAYS: None

ABSENT: Sandy Ehrig

3rd Reading – August 22, 2022

Motion by Council Member Dane Nealson, seconded by Council Member Jason Sampson, to approve the third and final reading of Ordinance No. 1023 (2022/2023)

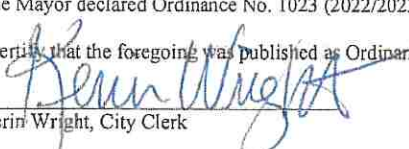
AYES: Nealson, Sampson, Skaggs, Ehrig, Hanson

NAYS: None

ABSENT: Barb Mittman

The Mayor declared Ordinance No. 1023 (2022/2023) was passed on August 22, 2022.

I certify that the foregoing was published as Ordinance No. 1023 (2022/2023) on the 1st day of September, 2022.


Kerin Wright, City Clerk



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



Chris Brandes
Public Safety Director
Chief of Police

Tuesday, September 15, 2026

Kristian Einsweiler
Principal, Nevada High School
1001 15th Street
Nevada, IA 50201
Phone: 515-382-3521

RE: 2026 Homecoming Parade

Dear Kristian:

I received your emailed letter Tuesday, September 15, 2026, in regards to the 2026 Homecoming Parade. You are requesting to hold the Homecoming Parade on Tuesday, September 29, 2026. The parade is scheduled to begin at 6:00pm.

Your letter indicates you have received permission from the Story County Board of Supervisors to use the Story County Administration Building Parking lot, located in the 500 block of J Avenue, as your assembly point. This will start at 5:30pm. The parade will exit the north driveway of the Administration Building and will turn east onto J Avenue and pass the announcing stand at Sweet & Savory. The parade will continue east on J Avenue until 15th Street. At the intersection of 15th Street and J Avenue, the parade will disband.

Your request is Approved

The Nevada Public Safety Department will provide a police escort for the parade. Street closures are not being requested, however, you will need traffic control at intersections. Volunteers at intersections reduces costs and assuage the need for barricades. Your request indicates each volunteer will wear a city approved traffic vest. If you need vests the NPSD can provide these at no costs.

Should the need for street barricades become necessary, you must contact Nevada Street Department Superintendent Joe Mousel to make these arrangements. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of city equipment. It is your responsibility to make these arrangements with Mr. Mousel.

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Joe Mousel, Nevada Street Superintendent
Command Staff, Nevada Public Safety Department
Mayor & City Council