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## Vision

THE CITY OF BETTENDORF IS THE MOST LIVABLE COMMUNITY WITH RICH EDUCATIONAL, CULTURAL, AND RECREATIONAL OPPORTUNITIES WHERE WE ENJOY A VIBRANT RIVERFRONT AND A GROWING, COMPETITIVE BUSINESS ENVIRONMENT. WE TAKE PRIDE IN OUR GREAT COMMUNITY.

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The Vision Statement for the City of Bettendorf outlines what Bettendorf wants in the future. Our preferred future is defined in value-based principles that can guide policies, decisions, and operations. The City of Bettendorf is a Premier City in which to live.

**BETTENDORF CITY COUNCIL  
COMMITTEE OF THE WHOLE  
COUNCIL CHAMBERS – CITY HALL**

**MONDAY, DECEMBER 16, 2024  
5:00 P.M.**

The Bettendorf City Council Committee of the Whole meeting will be open to the public. Additionally, the City of Bettendorf will broadcast this public meeting online at [www.bettendorf.org/YouTube](http://www.bettendorf.org/YouTube)

**AGENDA**

**I. ITEMS TO APPEAR**

- Resolution approving an agreement with Estes Construction for Construction Manager at Risk Services for the proposed Police Station and City Hall Renovation Projects – Public Works Director Brian Schmidt and City Engineer Brent Morlok **(Items to Appear #7)**

**II. CONSENT AGENDA ITEMS**

- Resolution setting the date for a public hearing to establish the Middle and Forest Grove, LLC, and FG80 Holdings, LLC Tax Increment Financing District – Assistant City Administrator/ Economic Development Director Jeff Reiter and Finance Director Jason Schadt **(Consent C)**
- Resolution authorizing the Director of Public Works to issue a purchase order to Electrical Engineering & Equipment Company (3E) for a new emergency power generator at City Hall – Public Works Director Brian Schmidt and Fire Chief Troy Said **(Consent D)**
- Resolution authorizing the Director of Public Works to issue a purchase order to Tri-City Electric Company for the installation of a new emergency power generator at City Hall – Public Works Director Brian Schmidt and Fire Chief Troy Said **(Consent E)**

- Resolution authorizing staff to enter into a Professional Services Agreement with Food, Drink, Friends, Inc. for a period beginning April 1, 2025, through December 31, 2028 – Culture & Recreation Director Kim Kidwell and Palmer Hills Golf Course Manager and Golf Professional Jon Waddell **(Consent K)**
- Resolution authorizing staff to enter into a leasing agreement with M & M Golf Cars, LLC, for a period of four (4) years beginning January 1, 2025 through December 31, 2028 – Culture & Recreation Director Kim Kidwell and Palmer Hills Golf Course Manager and Golf Professional Jon Waddell **(Consent L) – Golf Car Lease updated 12/16/24**

**III. REMAINING CONSENT AGENDA ITEMS**

**IV. ITEMS ADDED BY MAYOR AND COUNCIL**

**V. ADJOURN**

**CITY OF BETTENDORF CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL**

**TUESDAY, DECEMBER 17, 2024  
7:00 P.M.**

The Bettendorf City Council meeting will be open to the public. Additionally, the City of Bettendorf will broadcast this public meeting online at [www.bettendorf.org/YouTube](http://www.bettendorf.org/YouTube)

**AGENDA**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. INVOCATION**

Given by Pastor Troy Winder of Bettendorf Presbyterian Church

**4. RECOGNITION**

- Police Department Honor Committee to present the Life-Saving Award, Class 1 Award to Officers Ashley Guffey, Shawn Claussen, and Brian Morrissey
- TBK Quad Cities Marathon Race Director Joe Moreno to present the Most Participation by City Award to Mayor Gallagher
- Senior Administrative Assistant Michelle Spencer to present the Quad City Arts Festival of Trees Holiday Parade Ribbon for Best Balloon Handler Costume to Mayor Gallagher

**5. PUBLIC REQUESTS OF COUNCIL**

The public is welcome to make a request of council on any item not already on the agenda for public hearing. Please limit your comments to two minutes. Please try not to be repetitive. Please refrain from outbursts, like clapping and yelling. Please be respectful with your comments.

**6. ORDINANCE**

Council Member Sechser to present the second reading of an ordinance amending Bettendorf City Code Title 10, Building and Development (Case 24-070-ORD)

**7. RESOLUTION**

Council Member Baden to present a resolution approving an agreement with Estes Construction for Construction Manager at Risk Services for the proposed Police Station Project and City Hall Renovation Projects

**8. CONSENT AGENDA**

**9. ADJOURN**

**CONSENT AGENDA  
DECEMBER 17, 2024**

**ALL ITEMS APPEARING BELOW ARE CONSIDERED ROUTINE BY THE CITY COUNCIL AND SHALL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM SHALL BE REMOVED AND DISCUSSED SEPARATELY**

- A. Minutes from December 3, 2024 (Approve and Adopt)
- B. Resolution fixing a date for a meeting on the proposition of the issuance of not-to-exceed \$11,500,000 General Obligation Bonds of the City of Bettendorf, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof. (Approve and Adopt)
- C. Resolution setting the date for a public hearing to establish the Middle and Forest Grove, LLC, and FG80 Holdings, LLC Tax Increment Financing District. (Approve and Adopt)
- D. Resolution authorizing the Director of Public Works to issue a purchase order to Electrical Engineering & Equipment Company (3E) for a new emergency power generator at City Hall. (Approve and Adopt)
- E. Resolution authorizing the Director of Public Works to issue a purchase order to Tri-City Electric Company for the installation of a new emergency power generator at City Hall. (Approve and Adopt)
- F. Resolution accepting improvements for the Gateway Pedestrian Bridge Trials Project – Phase I. (Approve and Adopt)
- G. Resolution accepting improvements for the Forest Grove Reconstruction Phase 4 Project. (Approve and Adopt)
- H. Resolution accepting improvements for the 2024 Alley Rehabilitation Project. (Approve and Adopt)
- I. Resolution authorizing the purchase of a cyber insurance policy from CFC, underwritten by Lloyd's of London. (Approve and Adopt)

- J. Resolution approving the job description and recruitment process for the Police Chief position in the Police Department. (Approve and Adopt)
- K. Resolution authorizing staff to enter into a Professional Services Agreement with Food, Drink, Friends, Inc. for a period beginning April 1, 2025, through December 31, 2028. (Approve and Adopt)
- L. Resolution authorizing staff to enter into a leasing agreement with M & M Golf Cars, LLC, for a period of four (4) years beginning January 1, 2025, through December 31, 2028. (Approve and Adopt) **Golf Car Lease updated 12/16/2024**
- M. Resolution approving a donation agreement between the City of Bettendorf and Ann I. Schroeder relating to the donation of certain real property to the City of Bettendorf. (Approve and Adopt)
- N. Resolution approving alcohol license renewals and requests for Five Cities Brewing and Swirl. (Approve and Adopt)
- O. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)

## COUNCIL LETTER

**MEETING DATE:** November 19, 2024 (SPH)  
December 3, 2024 (HPH)

**REQUESTED BY:** Mark Hunt, Community Development Director  
Troy Said, Fire Chief  
Jeremy Petersen, Chief Building Official



### Item Title

Resolution setting a date for public hearing on an ordinance amending Title 10 Building and Development of the Bettendorf City Code. (Case 24-070-ORD)(11/19/24)

Public hearing and first reading of an ordinance amending Title 10 Building and Development of the Bettendorf City Code. (Case 24-070-ORD)(12/3/24)

### Explanation

Every three years, the International Code Council compiles and publishes updated model codes. The International Fire Code is a companion to the International Building Code and other codes produced by the International Code Council.

The Bettendorf Building Board of Appeals has reviewed the updates provided in the 2021 edition of the International Fire Code, the 2021 edition of the International Building Code, and the International Residential Code, and voted to recommend adoption thereof with amendments as submitted by staff. The Building Board of Appeals feels that the proposed changes to the 2021 International Fire Code, the 2021 International Building Code, and the International Residential Code will enhance the safety of citizens and visitors to the City of Bettendorf. The adoption of the proposed codes and amendments thereto will update the requirements for construction and maintenance of new and existing buildings in the City.

Additionally, this ordinance moves the City to the 2021 International Property Maintenance Code, in alignment with the other international codes being adopted, and updates the City's rental housing registration and inspection code to provide clarity and address gaps in the previous ordinance. A modest fee increase is proposed to adjust for inflation, which will raise the registration fee from \$35 to \$50 for the first unit in a building. Additional units in the same building will rise from \$10 to \$15.

### **If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

N/A

### **List attachments**

Resolution; Ordinance; (A) Minutes from the Building Board of Appeals meeting.

**ORDINANCE NO. \_\_\_\_\_ - 24**

**ORDINANCE AMENDING  
TITLE 10 BUILDING AND DEVELOPMENT OF THE BETTENDORF CITY CODE**

Section 1. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Title 10 Building and Development of the Bettendorf City Code is hereby deleted and the following substituted therefor:

**TITLE 10  
BUILDING AND DEVELOPMENT**

**CHAPTER 1  
COMPREHENSIVE PLAN**

SECTION:

- 10-1-1: Composition
- 10-1-2: Public Inspection of Comprehensive Plan
- 10-1-3: Improvements Required to Conform to Plan Enumerated
- 10-1-4: Observance of Plan by City Officials and Agencies
- 10-1-5: Amendment to Plan

**10-1-1: COMPOSITION:**

The Comprehensive Plan consists of a descriptive report, charts, tables, and maps contained within the document entitled “Premiering Bettendorf: Comprehensive Plan Update for 2045.” The Comprehensive Plan additionally includes the following supplemental plans:

A. The Land Use Plan, so adopted in September 1973, is further amended as shown in the following ordinances:

- April 1, 1974
- February 21, 1978

February 21, 1984  
February 2, 1988  
May 1990  
May 1991  
November 1994  
November 2002 (Ordinance 29-02)  
November 2002 (Ordinance 30-02)  
July 2003 (Ordinance 19-03)  
August 2003 (Ordinance 21-03)  
February 2004 (Ordinance 08-04)  
July 2004 (Ordinance 23-04)  
July 2004 (Ordinance 25-04)  
September 2004 (Ordinance 29-04)  
January 2005 (Ordinance 01-05)  
April 2005 (Ordinance 10-05)  
October 2005 (Ordinance 30-05)  
October 2005 (Ordinance 32-05)  
November 2005 (Ordinance 33-05)  
August 2006 (Ordinance 05-06)  
September 2006 (Ordinance 12-06)  
April 2007 (Ordinance 08-07)  
May 2007 (Ordinance 10-07)  
May 2007 (Ordinance 11-07)  
May 2007 (Ordinance 12-07)  
May 2007 (Ordinance 16-07)  
June 2007 (Ordinance 19-07)  
June 2007 (Ordinance 20-07)  
June 2007 (Ordinance 21-07)  
July 2007 (Ordinance 24-07)  
October 2007 (Ordinance 36-07)  
September 2008 (Ordinance 12-08)  
December 2008 (Ordinance 18-08)  
January 2009 (Ordinance 02-09)  
April 2009 (Ordinance 08-09)  
April 2009 (Ordinance 09-09)  
May 2009 (Ordinance 12-09)  
July 2009 (Ordinance 17-09)  
March 2010 (Ordinance 04-10)  
February 2011 (Ordinance 05-11)  
February 2011 (Ordinance 06-11)  
February 2011 (Ordinance 07-11)  
February 2011 (Ordinance 08-11)  
February 2011 (Ordinance 09-11)  
February 2011 (Ordinance 10-11)  
February 2011 (Ordinance 11-11)

July 2012 (Ordinance 16-12)  
December 2012 (Ordinance 22-12)  
July 2013 (Ordinance 12-13)  
October 2013 (Ordinance 27-13)  
October 2013 (Ordinance 29-13)  
April 2014 (Ordinance 06-14)  
April 2015 (Ordinance 06-15)  
May 2015 (Ordinance 09-15)  
September 2015 (Ordinance 16-15)  
October 2015 (Ordinance 23-15)  
April 2016 (Ordinance 06-16)  
April 2016 (Ordinance 07-16)  
November 2016 (Ordinance 20-16)  
November 2016 (Ordinance 24-16)  
May 2017 (Ordinance 05-17)  
June 2017 (Ordinance 10-17)  
June 2017 (Ordinance 13-07)  
June 2017 (Ordinance 15-07)  
July 2017 (Ordinance 17-07)  
July 2017 (Ordinance 19-07)  
July 2017 (Ordinance 21-07)  
October 2017 (Ordinance 33-17)  
November 2017 (Ordinance 36-17)  
February 2018 (Ordinance 03-18)  
June 2018 (Ordinance 11-18)  
August 2018 (Ordinance 20-18)  
July 2019 (Ordinance 13-19)  
December 2021 (Ordinance 23-21)  
June 2023 (Ordinance 11-23)  
June 2023 (Ordinance 12-23)  
November 2023 (Ordinance 26-23)  
December 2023 (Ordinance 30-23)  
July 2024 (Ordinance 17-24)

B. The Thoroughfare Plan, adopted September 1973, and amended from time to time including, but not limited to, the following:

February 21, 1987  
September 3, 1996 (Ordinance 44-96)

C. The Park and Recreation Plan, adopted September 1973, and amended from time to time including, but not limited to, the following:

April 16, 1974 (Ordinance 13-74)  
May 14, 1979 (Ordinance 16-79)

December 18, 1979 (Ordinance 56-79)  
May 15, 1980 (Ordinance 11-80)  
February 2, 1988 (Ordinance 5-88)  
April 17, 1990 (Ordinance 17-90)  
May 15, 1990 (Ordinance 23-90)  
May 17, 1991 (Ordinance 19-91)  
June 4, 1991 (Ordinance 25-91)  
August 6, 1991 (Ordinance 32-91)  
December 17, 1991 (Ordinance 65-91)  
June 1, 1992 (Ordinance 22-92)  
November 1, 1994 (Ordinance 30-94)  
September 3, 1996 (Ordinance 44-96)

D. The Downtown Master Plan/Streetscape Plan, adopted as a part of the Comprehensive Plan in 2016, is further amended as shown in the following ordinances:

November 15, 2016 (Ordinance 26-16)  
July 16, 2024 (Ordinance 16-24)

**10-1-2: PUBLIC INSPECTION OF COMPREHENSIVE PLAN:**

One set of the updated maps, charts, plans, and reports shall be located at City Hall in the Office of the City Clerk and one set shall be located at the City Hall Annex in the Office of the Community Development Director. Both sets shall be available for public viewing and copying as required by law. (2008 Code § 22-42)

**10-1-3: IMPROVEMENTS REQUIRED TO CONFORM TO PLAN ENUMERATED:**

The layout, location, relocation, extension or widening of thoroughfares; the general design of neighborhoods and their street patterns; the use of land; and the location of schools, parks, recreation and other public uses; shopping centers and community facilities shall conform to the principles, policies and provisions of the official City Plan. (2008 Code § 22-43)

**10-1-4: OBSERVANCE OF PLAN BY CITY OFFICIALS AND AGENCIES:**

The City Council and all municipal boards, commissions and all other agencies of the City shall be guided by and give consideration to the general policy and pattern of development set out in the official City Plan prior to the authorization, construction, alteration or abandonment of any public installation required or necessitated in the interest of the physical development of the City. (2008 Code § 22-44)

**10-1-5: AMENDMENT TO PLAN:**

Any change to the Comprehensive Plan shall first be reviewed by the Planning and Zoning Commission, who shall hold a public hearing thereon. The recommendation of the commission

shall be given to the Council for its consideration prior to any action on the proposed modification. Modification process may be initiated by the Council, the Commission, the Community Development Director, or by property owners requesting a land use change for his/her property. (2008 Code § 22-45)

## **CHAPTER 2 BUILDING ADMINISTRATION AND GENERAL PROVISIONS**

### **SECTION:**

10-2-1: Building Official

10-2-2: General Contractor Bonds

10-2-3: Conversion of Apartments to Residential Cooperatives

### **10-2-1: BUILDING OFFICIAL:**

There shall be a person designated as "chief building official" who shall be the same as the "building official" referred to in the various building codes adopted in this title. The chief building official and his/her assistants and designees shall have the power to enforce the provisions of this title. The chief building official shall have no interest, direct or indirect, in a construction business doing work in the city. (2008 Code § 7-1)

### **10-2-2: GENERAL CONTRACTOR BONDS:**

A. Residential (One- and Two-Family Dwellings) Construction and Miscellaneous Subcontracting. Any person, firm, or corporation desiring to engage in the business of residential (one- and two-family dwellings) general contracting within the city shall file a surety bond in the amount of ten thousand dollars (\$10,000.00) with the building department to ensure that the contractor and the work performed by the contractor comply with this code.

(Miscellaneous subcontracting permits include, but are not limited to: accessory, communication, deck, demolition, garage, sidewalk and approach, fence, fireplace, handicap ramp, pergola, porch, roof, siding, shed, sign, swimming pool, tank, waterproofing, solar tent retaining wall, and window).

B. Commercial/Multi-Family/Industrial Construction. Any person who has obtained the National Standard General Building Contractor or General Building Contractor (A or B) certification from the International Code Council or other nationally accredited approved testing agencies shall be required to file a surety bond per the requirements of Section A (10-2-2: General Contractor Bonds).

C. Alternative Method - Commercial/Multi-Family/Industrial Construction. Any person, firm, or corporation desiring to engage in the business of commercial/multi-family/industrial general contracting within the city that does not have a certification identified in City Code Section 10-2-2(B) shall file a surety bond in the amount of two hundred fifty thousand dollars (\$250,000.00) with

the Building Department to ensure that the contractor and the work performed by the contractor comply with this code.

### **10-2-3: CONVERSION OF APARTMENTS TO RESIDENTIAL COOPERATIVES:**

A. Compliance with Certain Codes: An existing structure shall not be converted to a residential cooperative unless the converted structure meets all building, zoning, and fire code requirements in effect on the date of conversion.

B. Notify City; Inspection: All property owners desiring to make the conversion to residential cooperative shall advise the community development department, on forms provided by the department, of the intent, and shall allow a full inspection of the property for compliance with the relevant codes. Properties converted without inspection and approval of the community development department shall have their certificate of occupancy withdrawn. (2008 Code § 7-3)

### **10-2-4: CONFLICTS; MORE RESTRICTIVE REQUIREMENTS APPLY:**

If any conflict exists between the adopted International Codes, Uniform Codes, National Codes, and other City ordinances, the more restrictive code requirement applies.

## **CHAPTER 3 CERTAIN BUILDING CODES AND REGULATIONS**

### **SECTION:**

- 10-3-1: Codes Adopted
- 10-3-2: Effective Date of Adoption; Impact on Buildings
- 10-3-3: Amendments to Building Code
- 10-3-4: Amendments to Residential Code
- 10-3-5: RESERVED
- 10-3-6: RESERVED
- 10-3-7: RESERVED
- 10-3-8: Special Assessment Deficiencies

### **10-3-1: CODES ADOPTED:**

A. Adoption: Pursuant to published notice and public hearing, as required by law, the 2021 International Building Code, the 2021 International Residential Code, and their related codes as referenced, are hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended, and all subsequent supplements to the abovementioned international codes as published.

B. An official copy of the International Building Code, the 2021 International Residential Code, and all referenced books are on file in the offices of the City Clerk and the Community Development Department for public inspection, and copies thereof are for sale at the cost to the public.

### **10-3-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:**

A. All buildings shall be required to comply with the code in force at the time the building permit was issued, and the City retains the right to prosecute owners of buildings for code violations under those codes, even if the codes are amended or replaced by newer versions.

Remodeling or reconstruction of buildings shall comply with the codes as prescribed therein.

### **10-3-3: AMENDMENTS TO INTERNATIONAL BUILDING CODES:**

A. The following amendments, modifications, additions, and deletions to the 2021 International Building Code are hereby made:

Section 101.1: “City of Bettendorf” is inserted as the [name of jurisdiction.]

Section 101.4.3: Replace the International Plumbing Code with Uniform Plumbing Code.

Section 103.1: “Community Development Department” is inserted as [name of department.]

Section 105.1 shall be amended by adding the following to the end of this section:

The building official at their discretion shall send plans for a construction permit request to an outside agency for review. The building official shall choose the plans review agency. The applicant shall pay all fees associated with the plan review directly to the outside agency. The permit shall not be issued until the review fees have been paid.

Section 105.2(2) Building: Delete in its entirety.

Section 105.2(6) Building: Delete it its entirety and replace with the following:

105.2(6): Concrete flatwork on private property.

Appendices: Delete all appendices.

All references to building line and zoning are void, and the subject matter of the Zoning Regulations of the City (Title 11 of the Bettendorf City Code) shall be applicable.

B. The following amendments, modifications, additions, and deletions to the 2021 International Residential Building Code are hereby made:

Section R101.1: “City of Bettendorf” is inserted as the [name of jurisdiction.]

Section R105.2(1) Building: Delete in its entirety and replace with the following:

R105.2(1): One-Story detached accessory structures, provided the floor area does not exceed 120 square feet.

Section R105.2(2) Building: Delete in its entirety.

Section R105.2(5) Building: Delete in its entirety and replace with the following:

R105.2(5): Concrete flatwork on private property.

Table R301.2: Add the following information to Table R301.2

<b>GROUND SNOW LOAD</b>
$p_s = 30$ psf, except that calculations for additional drift loads shall use a ground snow load $p_g = 25$ psf

<b>WIND DESIGN</b>			
<b>Speed (mph)</b>	<b>Topographic effects<sup>k</sup></b>	<b>Special wind region<sup>l</sup></b>	<b>Windborne debris zone<sup>m</sup></b>
115	Yes	No	No

<b>SEISMIC DESIGN CATEGORY</b>
A

<b>SUBJECT TO DAMAGE FROM</b>		
<b>Weathering<sup>a</sup></b>	<b>Frost Line Depth<sup>b</sup></b>	<b>Termite<sup>c</sup></b>
Severe	42 inches	Moderate to Heavy

<b>ICE BARRIER UNDERLAYMENT REQUIRED</b>
Yes

<b>FLOOD HAZARDS</b>
FIRM

<b>AIR FREEZING INDEX</b>
2000

<b>MEAN ANNUAL TEMP</b>
50.5 F

- Table R301.2: Delete Manual J Design Criteria in its entirety.
- Section R302.13: Delete in its entirety.
- Section R311.7.8.4: Add Exception #3. Handrails within a dwelling unit or serving an individual dwelling unit may have 1 offset interruption per flight of stairs of six inches in total length where a partial wall comes to an endpoint.
- Section R313.1: Add to the end of the sentence: “of 5 or more townhouse units.”
- Section R313.2 Delete in its entirety.
- Section R320: Delete in its entirety and replace with Iowa Administrative Code 661, Chapter 302.
- Table R403.1(1): Delete in its entirety and replace with the following table:

Number of Floors Supported by the Foundation	Thickness of Foundation Walls (Inches)		Minimum Width Footing (Inches)	Thickness of Footing (Inches)	Minimum Depth of Foundation Below Natural Surface Of Ground Or Finish Grade (Whichever Is Lower) (Inches)
	Unit Concrete	Masonry			
1	8	8	16	8	42
2	8	8	16	8	42
3	10	12	18	12	42

1. Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only shall be as required for supporting one floor. Footings shall be continuous and contain a minimum of two half-inch reinforcement bars and have a minimum compressive strength of 2,500 pounds per square inch at 28 days.
2. A one-story wood frame building used for a private garage, detached accessory to a single-family dwelling and not over 720 square feet in floor area may be constructed on a floating slab-on-grade provided the following conditions are met: A concrete perimeter grade-beam, twelve inches deep and twelve inches wide and reinforced with two half-inch reinforcement bars shall be installed to support the exterior walls. A minimum four-inch-thick concrete floor slab reinforced with wire mesh or fiber mesh shall be installed within the perimeter beam and shall be formed to allow a continuous pour consisting of the required grade beam and floor.
3. Buildings or portions of buildings containing mechanical installations and connected to underground utilities shall be supported on a continuous, frost-free foundation capable of resisting the movement of the slab-on-grade.

4. Cast-in-place concrete foundations walls shall be concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch. In addition, the following shall apply:

(a) The minimum thickness of a wall shall be seven and one-half inches.

(b) Walls shall be reinforced with no less than three half-inch diameter preformed ASTM A615 grade 40 steel bars placed horizontally at the center of the wall, with one bar located near the top, one bar located near the bottom, and one bar located near mid-height of the wall.

Table R507.3.1: Replace table with information listed below:

“All decks without roof support shall have a minimum footing size of 12 inches in diameter and 42 inches in depth.”

“All decks and additions (screened porches, 3 seasons rooms, 4 seasons rooms, etc.) with roof support shall have one of the following:

- 1) Pier footings designed by a professional engineer.
- 2) 12-inch wide trench footing 42 inches in depth extended out 12 inches past point load.
- 3) Spread footings 42 inches in depth with a minimum 8-inch thick masonry wall or concrete foundation wall.

Table R507.4: Replace table with the following information:

Deck Post Size	Maximum Height
4-inch x 4-inch	8 feet, 0 inches
4-inch x 6-inch	8 feet, 0 inches
6-inch x 6-inch	14 feet, 0 inches

Measured to the underside of the beam.

- Section M1408: Delete in its entirety.  
Chapters 25-32: Delete chapters in their entirety.  
Chapters 34-43: Delete chapters in their entirety.

All references to building line and zoning are void, and the subject matter of the Zoning Regulations of the City (Title 11 of the Bettendorf City Code) shall be applicable.

**10-3-4: FEES ESTABLISHED; PAYMENT PREREQUISITE TO ISSUANCE OF PERMIT:**

Fees Imposed: Before a permit is issued, fees shall be paid to the Building Inspection Services Office. Fees will be based on the value of the job at the following rates:

		Total Fee
ADA - City plan review		\$17.00
Building (based on cost of work):		
	\$1.00 - \$500.00	\$16.00
	\$501.00 - \$2,000.00	\$16.00 plus \$2.00 per \$100.00 value
	\$2,001.00 - \$25,000.00	\$50.00 plus \$10.00 per \$1,000.00 value
	\$25,001.00 - \$50,000.00	\$280.00 plus \$7.00 per \$1,000.00 value
	\$50,001.00 - \$100,000.00	\$455.00 plus \$5.00 per \$1,000.00 value
	\$100,001.00 - \$500,000.00	\$705.00 plus \$4.00 per \$1,000.00 value
	\$500,001.00 - \$1,000,000.00	\$2,305.00 plus \$3.50 per \$1,000.00 value
	\$1,000,001.00 and over	\$4,055.00 plus \$2.50 per \$1,000.00 value
Demolition		\$26.50
Fence:		
	Residential	\$13.50
	Commercial	Based on value
Inspection after regular hours (hourly)		\$55.00 2 hours minimum
Mobile home installation		\$13.50
Moving building		\$26.50
Permit renewal		Half of original fee, minimum \$16.00
Plan review required by revisions (hourly)		\$50.00 2 hours minimum
Reinspection		\$50.00
Driveway Approach:		
	Residential (new or reconstructed)	\$50.00
	Residential (widening only)	\$25.00
	Commercial	\$100.00
Sidewalk:		
	100 square feet or less	\$12.00
	Each additional square foot over 100	\$0.10
Sign installation		Based on value
Tank removal (each)		\$26.50
Temporary sign:		
	For 30 days	\$13.50
	For 60 days	\$27.50
Temporary use		\$13.50

Refunding: The authority having jurisdiction may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. Permit fees of fifty dollars (\$50.00) or less will not be refunded.

The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

Failure to obtain a permit prior to the commencement of work will result in a double fee and/or the issuance of a Municipal infraction citation unless the work is an emergency as determined by the Chief Building Official.

**10-3-5: RESERVED**

**10-3-6: RESERVED**

**10-3-7: RESERVED**

**10-3-8: SPECIAL ASSESSMENT DEFICIENCIES:**

A. Authority For Collection: Pursuant to Iowa Code section 384.63, the City Council may from time to time pass resolutions providing for the collection of deficiencies for lots specifically benefited by a public improvement.

B. Administration by Chief Building Official: The City Clerk shall provide a listing of all deficiency assessments to the chief building official. The chief building official shall notify the City Clerk and the City Council when a private improvement is subsequently constructed on any lot subject to a deficiency, including the cost thereof.

C. Amortization Period, Lien on Property; Appeal:

1. Amortization Period: The amortization period shall commence with the adoption of the resolution of necessity and extend for the same period for which installments of assessments for the project are made payable. When a private improvement is constructed on a lot subject to a deficiency during the period of amortization, the Council shall, by resolution, assess a pro rata portion of the deficiency on that lot, in the same proportion to the total deficiency on that lot as the number of future installments of special assessments remaining to be paid is to the total number of installments of assessments for the project, subject to the twenty five percent (25%) limitation of Iowa Code section 384.62.

2. Lien on Property: A deficiency assessment becomes a lien on the property and is payable in the same manner and subject to the same interest and penalties as other special assessments.

3. Appeal: The City Clerk shall be directed by the City Council to certify the deficiency assessment to the County Auditor and send a notice of the deficiency assessment by certified mail to each affected owner. An owner may appeal to the City Council from the amount of the assessment within thirty (30) days of the date the notice is mailed.

D. Projects for Which Special Assessment Deficiency Is Established: Public improvements and the period of amortization for which special assessment deficiencies are established shall be enumerated as follows:

1. Utica Ridge Road paving, Project No. 74.6 (June 7, 1977 through June 7, 1987).
2. Middle Road widening, Project No. 76.8, from just east of 23rd Street to six hundred feet (600') east of Belmont Road (January 3, 1978 through January 3, 1988).
3. Hickory Hill Estates sanitary sewer, Project No. 77.13, sanitary sewer for Hickory Hill Estates 1st, 2nd, and 3rd Additions and adjacent areas (October 2, 1979 through October 2, 1989).
4. Tanglefoot Lane paving, Project No. 70.1, from Utica Ridge Road to Devils Glen Road (January 8, 1980 through January 8, 1990).
5. Park Avenue sanitary sewer, Project No. 80.21, in part of Williams Addition (November 2, 1981 through November 2, 1991).
6. Moencks Road sanitary sewer, Project No. 80.04, in part of Sections 13 and 14, T78N, R4E, Woodland 1st Addition, Dayton's Addition, Thurwanger's 1st Addition and J.J. Kress's Pleasant View Subdivision (January 19, 1982 through January 19, 1992).
7. Devils Glen Road paving, Project No. 76.11, from State Street north to approximately two hundred feet (200') north of Devils Glen Court (March 16, 1982 through March 16, 1992).
8. Devils Glen Road paving, Project No. 81.09, from two hundred feet (200') north of Devils Glen Court to a point fifty feet (50') north of the north line of Crow Creek Park (May 3, 1983 through May 3, 1993).
9. Valley Drive sanitary sewer, Project No. 83.01, from Pinebrook Lane to Valley View Drive (October 4, 1983 through October 4, 1993).
10. Dodds Addition sanitary sewer, Project No. 7.22, in Dodds Valley View Addition and also serving Schumachers Sunrise Estates 1st and 2nd Additions (August 6, 1985 through August 6, 1995).
11. Crestview Heights sanitary sewer, Project No. 84.32, in Crestview Heights Addition and also serving Crestview Heights 4th Addition (January 21, 1986 through January 21, 1996).
12. 1985 sidewalk construction, Project No. 89.39, on Woodfield Drive from Quail Ridge Road to Woodcrest Drive (May 6, 1986 through May 6, 1996).
13. Heatherstone Road paving, Project No. 84-16, on Heatherstone Road from Crow Creek Road to south of White Post Road (September 1, 1987 through September 1, 1997).
14. Park Avenue - Clemons Road sanitary sewer, on Park Avenue in part of Russell J. Williams Addition and on Clemons Road in Clemons Addition (September 7, 1993 through September 7, 2003).
15. 53rd Avenue paving, on 53rd Avenue, from the west City limits to Barcelona Street and on Barcelona Street, from 53rd Avenue to a point 821.5 north of 53rd Avenue (April 19, 1994 through April 19, 2004).
16. Devils Glen Road paving, on Devils Glen Road from Crow Creek Park to 53rd Avenue (January 16, 1996 through January 16, 2006).

17. 53rd Avenue paving, on 53rd Avenue from Barcelona Street to Devils Glen Road (March 19, 1996 through March 19, 2006). (Ord. 26-17, 8-1-2017)

## **CHAPTER 4 ELECTRICAL CODE AND REGULATIONS**

### **ARTICLE A. ELECTRICAL CODE AND ELECTRICAL CONTRACTORS**

#### **SECTION:**

- 10-4A-1: Code Adopted
- 10-4A-2: Reserved
- 10-4A-3: Preexisting Installation
- 10-4A-4: Electrical Contractors
- 10-4A-5: Homeowner Exception

#### **10-4A-1: CODE ADOPTED:**

Pursuant to notice and public hearing, the 2020 edition of the National Electrical Code, as published by the National Fire Protection Association, is hereby adopted and further subject to any contrary provision of city or state code. One official copy of said code shall be on file in the offices of the City Clerk and the Community Development Department for public inspection. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

#### **10-4A-2: RESERVED**

#### **10-4A-3: PREEXISTING INSTALLATION:**

Use of existing electrical installations and equipment which were lawful at the time, but which would violate this code if installed under current law, may be continued if maintained in a safe condition. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

#### **10-4A-4: ELECTRICAL CONTRACTORS:**

A. Definition: The term "electrical contracting" shall be defined as the business of performing the planning and supervision of electrical work regulated by the electrical code or contracting to perform such services, whether such work is within or without a building or structure.

#### **B. Registration and Licensing:**

1. A corporation desiring to engage in electrical contracting shall be registered and licensed in accordance with Iowa State Code requirements.
2. A partnership desiring to engage in electrical contracting shall be registered and licensed in accordance with Iowa State Code requirements.

3. An individual desiring to engage in electrical contracting shall be registered and licensed in accordance with Iowa State Code requirements.

4. All electrical contractors doing work in the city shall be registered and licensed in accordance with Iowa state code requirements. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

#### **10-4A-5: HOMEOWNER EXCEPTION:**

A. Wiring repairs and installations of a minor nature are permitted by the homeowner in a single-family dwelling who resides in that dwelling.

B. Such person(s) shall apply for a permit prior to installation, describe the work to be done, and satisfy the electrical inspector as to his ability to competently perform the work described. The electrical inspector shall have full authority to determine the applicant's capability based upon the above information which shall become a permanent part of the inspector's files.

C. The permit holder shall call for inspection when rough-in work is finished. If, upon inspection, violations of this Code are found, such work must be completed by an electrical contractor, bonded and licensed by the state of Iowa. If the work passes inspection, the permit holder may continue. When the work is completed, the permit holder must call for a final inspection. All applicable inspection fees must be paid.

D. No homeowner is allowed to perform any work on the main electrical service of a home before the main breaker. Homeowners are allowed to work on branch circuit breakers and branch circuits after the main breaker of the electrical panel. (This applies to all homeowners regardless of state electrical licensing status)

E. No homeowner is allowed to perform the installation of Solar Photovoltaic (PV) Systems or any associated equipment (This applies to all homeowners regardless of state electrical licensing status). (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

### **ARTICLE B. ELECTRICAL EQUIPMENT AND INSTALLATIONS**

#### **SECTION:**

10-4B-1: Electrical Equipment Defined

10-4B-2: Permit Required; Exceptions

10-4B-3: Application for Permit; Fees

10-4B-4: Notice Prior to Connection

10-4B-5: Inspections

10-4B-6: Removal of Non-functioning Equipment

10-4B-7: Emergency Termination of Service

10-4B-8: Enforcement; Violations

### **10-4B-1: ELECTRICAL EQUIPMENT DEFINED:**

The term "electrical equipment", as used in this chapter, means conductors and equipment installed for the utilization of electricity supplied for light, heat, or power, but does not include radio apparatus or equipment for wireless reception of sounds and signals, and does not include apparatus, conductors, and other equipment installed for or by public utilities, including common carriers, which are under the jurisdiction of the state commerce commission, for use in their operation as public utilities. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

### **10-4B-2: PERMIT REQUIRED; EXCEPTIONS:**

A. Permit Required: Electrical equipment shall not be installed or altered except upon a permit issued by the building inspection department, which shall issue permits for the installation and alteration of electrical equipment in all cases where application is made in accordance with the terms of this chapter.

B. Exceptions: An electrical permit is not required for the following installations or alterations:

1. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by the electrical code.
2. Repair or replacement of current carrying parts of any switch, contactor, or control device.
3. Temporary decorative lighting.
4. Repair or replacement of fixed motors, transformers, or fixed approved appliances of the same type and rating in the same location.
5. Reinstallation of attachment plug receptacles, but not the outlets thereof.
6. Repair or replacement of any overcurrent device of the required capacity in the same location.
7. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
8. Removal of electrical wiring.
9. Temporary wiring for experimental purposes in suitable experimental laboratories.
10. Electrical wiring, devices, appliances, apparatus or equipment operating at less than twenty-five (25) volts and not capable of supply.
11. Low energy power, control and signal circuits of classes II and III as defined in the electrical code. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2- 2021)

### **10-4B-3: APPLICATION FOR PERMIT; FEES:**

A. Application; Fees: Application for permit shall be on the form prescribed by the building inspection services office.

Fees for permits shall be as follows:

<b>Residential:</b>	
New single-family residence	\$77.00
New multi-family residence or apartment (each unit)	\$77.00
Incidental unit	\$16.50
Entrance service (repair, replace, or upgrade)	\$16.50
Temporary service	\$50.00
<b>Room addition or remodel:</b>	
1-2 rooms	\$16.50
Each additional room	\$ 5.50
Metal building grounding	\$27.50
Swimming pool grounding and/or pump	\$27.50

**B. Refunding:**

1. The authority having jurisdiction may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. Permit fees of \$50.00 or less will not be refunded.

2. The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021; Ord. 01-24, 1-16-2024)

**10-4B-4: NOTICE PRIOR TO CONNECTION:**

Any person engaged in commercial light or power transmission and furnishing current to consumers shall, before connecting any installations, give the inspector notice of the proposed connection, giving the name of the consumer, and the location of the connection by street and number. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

**10-4B-6: REMOVAL OF NONFUNCTIONING EQUIPMENT:**

The inspector, by letter, shall notify all persons owning "dead" wires, poles, apparatus, or fixtures to remove them within ten (10) days, and upon the failure or refusal to fully comply with the notice, the inspector is hereby empowered to remove the dead wires, poles, apparatus, or fixtures at owner's expense. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

**10-4B-7: EMERGENCY TERMINATION OF SERVICE:**

Whenever electrical service is provided in a manner contrary to law, or when it is determined that continuation of service would endanger public safety on emergency rescue attempts, such service shall be ordered to cease immediately. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

## **10-4B-8: ENFORCEMENT; VIOLATIONS:**

A. Enforcement: The city electrician shall be charged with the enforcement of this chapter.

B. Violations: Violations of this chapter shall be deemed municipal infractions. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)

## **CHAPTER 5 MECHANICAL CODE AND REGULATIONS**

### **SECTION:**

10-5-1: Codes Adopted

10-5-2: Effective Date of Adoption; Impact on Buildings

10-5-3: Amendments to Mechanical Code

10-5-4: Fees Established; Payment Prerequisite to Issuance of Permit

### **Notes:**

1. See state regulations at IAC 641.61.

### **10-5-1: CODES ADOPTED:**

A. Adoption: Pursuant to published notice and public hearing as required by law, the International Mechanical Code 2021 is hereby adopted as follows:

As adopted and amended by the State of Iowa Administrative Code 641 Chapter 61, subject to the amendments and adoptions by the State of Iowa Department of Public Health.

<https://www.legis.iowa.gov/docs/iac/chapter/641.61.pdf>

B. Official Copy: An official copy of the International Mechanical Code 2021 is on file in the offices of the City Clerk and the Community Development Department for public inspection, and copies thereof are for sale to the public for the current retail price.

### **10-5-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:**

All mechanical work is required to comply with the Code in force at the time the mechanical permit is issued. The City retains the right to prosecute owners of mechanical work for code violations under the applicable Code, even if such Codes are amended or replaced by newer versions. (Ord. 07-23, 2-7-2023)

### **10-5-3: AMENDMENTS TO MECHANICAL CODE:**

A. Amendments: The following amendments, modifications, additions, and deletions are hereby made to the International Mechanical Code 2021:

Section 101.1. "City of Bettendorf" is inserted as the [name of jurisdiction.]

[Add new Section as follows]

Section 102.4.1. Minor installations by property owners. The following minor installations, alterations, or repairs may be conducted by an unlicensed property owner who lives in the house in a residential application:

1. Ductwork
2. Bathroom Venting

Sections 103 through Sections 115:  
(Adopt these sections with amendments as listed)

Section 103:

Replace CODE COMPLIANCE AGENCY with "COMMUNITY DEVELOPMENT DEPARTMENT".

[Add new section as follows]

Section 104.9. Licensing. Provisions for licensing and permitting shall be determined by the Iowa Department of Public Health.

[Add new section as follows]

Section 109.7 Fee schedule. See Table located in Title 10, Chapter 5, Article 4 of the Bettendorf City Code.

Section 114.1 General. Amend first sentence to add "Mechanical" before Board of Appeals.

Section 114.3 Qualifications. Delete section in its entirety.

(Ord. 07-23, 2-7-2023)

### **10-5-4: FEES ESTABLISHED; PAYMENT PREREQUISITE TO ISSUANCE OF PERMIT:**

A. Fees Imposed: Before a permit is issued, a fee shall be paid to the Building Inspection Services Office. Fees will be based on the value of the job at the following rates:

\$0.00 - \$2,000.00	\$24.50
\$2,001.00 to, and including, \$250,000.00	\$24.50 plus 1.5 percent of the balance rounded to the nearest hundred
\$250,001.00 and over	\$3,750.00 plus 1 percent of the balance rounded to the nearest hundred
Temporary heat inspection	\$50.00
Re-inspection	\$45.00 per hour
Inspection after hours	\$46.50 per hour (2 hour minimum)

B. Refunding: The authority having jurisdiction may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. Permit fees of fifty dollars (\$50.00) or less will not be refunded.

The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment. (Ord. 07-23, 2-7-2023; amd. Ord. 02-24, 1-16-2024)

## CHAPTER 6 PLUMBING CODES AND REGULATIONS

### SECTION:

- 10-6-1: Codes Adopted
- 10-6-2: Effective Date of Adoption; Impact on Buildings
- 10-6-3: Amendments to Uniform Plumbing Code
- 10-6-4: Fees Established; Payment Prerequisite to Issuance of Permit

### Notes:

1. See state regulations at IAC 641.25.

### **10-6-1: CODES ADOPTED:**

A. Adoption: Pursuant to published notice and public hearing, as required by law, the 2021 Uniform Plumbing Code is hereby adopted as follows:

As adopted and amended by the State of Iowa Administrative Code 641 Chapter 25, subject to the amendments and adoptions by the State of Iowa Department of Public Health.

<https://www.legis.iowa.gov/docs/iac/chapter/641.25.pdf>

B. Official Copy: An official copy of the 2021 Uniform Plumbing Code is on file in the offices of the City Clerk and the Community Development Department for public inspection, and copies thereof are for sale to the public at the current retail price.

## **10-6-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:**

All plumbing work is required to comply with the Code in force at the time the plumbing permit is issued. The City may prosecute owners of plumbing work for code violations under the applicable Code, even if such Codes are amended or replaced by newer versions. (Ord. 08-23, 2-7-2023)

## **10-6-3: AMENDMENTS TO UNIFORM PLUMBING CODE:**

The following amendments, modifications, additions, and deletions to the Uniform Plumbing Code 2021, are hereby made:

Section 102.1 Conflicts Between Codes. Delete section in its entirety.

[Add new section as follows]

Section 102.4.3 Minor Installations by Property Owners. The following minor installations, alterations, or repairs can be conducted by an unlicensed property owner who lives at the house in a residential application:

- (1) Water lines within a one- or two-family dwelling
- (2) Repair or replacement of faucets and valves
- (3) Cleaning of clogged drain lines or floor drains
- (4) Installation of shower water lines
- (5) Toilet repairs and placement

Adopt the following sections with amendments as listed: Section 103 through Section 107

Section 103.3.1 Licensing. Delete "Provisions for licensing shall be determined by the Authority Having Jurisdiction" and substitute the following therefor: "Provisions for licensing and permitting shall be determined by the Iowa Department of Public Health".

Section 104.3.2 Plan Review Fees. Delete section in its entirety.

Section 104.5 Fees. Delete "104.5 Fees." and substitute the following therefor: "See Title 10, Chapter 6, Article 4 of the Bettendorf City Code".

Table 104.5 Plumbing Permit Fees. Delete table in its entirety.

Section 104.5.3 Fee Refunds. Delete section in its entirety and substitute the following therefor: "See Title 10, Chapter 6, Article 4 of the Bettendorf City Code for refund policies."

Section 209.0 Gravity Grease Interceptor. Delete "300 gallons" and substitute the following therefor: "750 gallons".

Section 218 Private Sewage Disposal System. Delete "under the procedures set forth elsewhere in this code" and substitute the following therefor: "by Scott County Health Department."

Section 301.2 Minimum Standards. Add the following exception: Exception 1: ABS and PB pipe shall not be allowed for any use under this code.

Section 312.6 Freezing Protection. Add the following to the end of section: "All underground piping shall have a minimum of 48 inches of earth coverage."

[Add new section as follows]

Section 312.6.1 Protection from Property Line. All underground piping shall maintain a minimum 48-inch clearance to property lines.

[Add new section as follows]

Section 715.4 Broken Sewer Line; Property Owner to Repair. It shall be the duty of any property owner to repair a broken building sewer lateral up to and including the tap to or intersecting fitting.

[Add new section as follows]

Section 715.4.1 Bituminized Fiber Pipe (Commonly Called Orangeburg Pipe). It shall be unlawful for any person or firm to attempt a repair of a bituminized fiber pipe lateral. Such lateral shall be removed in its entirety and replaced by approved materials found in Section 8-2A-9 of the City Code. In lieu of removal and replacement, the lateral may be lined with a cured-in-place pipe (CIPP) liner which must also include a sewer lateral connection liner.

Section 717.1 General. Delete section and substitute the following therefor: "No sewer lateral serving an attached or detached single-family dwelling unit shall be less than four (4) inches in diameter. No building lateral for a commercial building or a multiple dwelling shall be less than six (6) inches in diameter (see also Section 8-2A-11 of the City Code).

Section 719.1 Locations. Delete in its entirety and substitute the following therefor: "Cleanouts shall be placed within two (2) feet of either the inside or outside of the building structure. The cleanout shall extend to a minimum of six (6) inches above finished grade. A cleanout shall be located inside the building at the connection of a PVC schedule 40 building drain.

Additional building sewer cleanouts shall be installed at intervals not to exceed seventy-five (75) feet in straight runs."

Sections 722.2 through 722.5: Delete in their entirety and add the following thereto: "Refer to Scott County Health Department."

Section 802.0 Approvals. Delete in its entirety.

Section 906.7 Frost or Snow Closure. In the first sentence delete "2 inches" and substitute the following therefor: "4 inches".

Appendices E, G, H, and J. Delete in their entirety.

Appendix K. POTABLE RAINWATER CATCHMENT SYSTEMS. Delete in its entirety and add the following thereto: "Refer to Scott County Health Department. (Ord. 08-23, 2-7-2023)

**10-6-4: FEES ESTABLISHED; PAYMENT PREREQUISITE TO ISSUANCE OF PERMIT:**

A. Fees Imposed: Before a permit is issued, a fee shall be paid to the Building Inspection Services Office. Fees will be based on the value of the job at the following rates:

**Residential**

First Fixture or opening	\$16.50
Each additional opening	\$9.00
Sewer connection or repair	\$16.50
Water connection or repair	\$16.50
Water heater	\$16.50
Water softener	\$16.50
Washing machine connection	\$16.50
Dishwashing machine connection	\$16.50
Water-cooled condensing unit	\$16.50
Water piping	\$16.50
Excavation in right-of-way	\$22.00
Sewer use refund meter	\$16.50
Backflow device	\$16.50
Re-Inspection	\$45.00
Inspection outside normal business hours (2-hour minimum)	\$46.50 per hour

**Industrial/Commercial**

\$500 or less in value	\$16.50
\$501 - \$4,000 in value	\$16.50 plus 2% of balance rounded to nearest hundred
\$4,001 - \$300,000 in value	\$86.50 plus 1.5% of balance rounded to nearest hundred
\$300,001 and over in value	\$4,526.50 plus 1% of balance rounded to nearest hundred
Inspection outside normal business hours (2-hour minimum)	\$46.50 per hour

B. Refunding: The authority having jurisdiction may authorize the refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code. Permit fees of fifty dollars (\$50.00) or less will not be refunded.

The authority having jurisdiction shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment. (Ord. 08-23, 2-7-2023)

**CHAPTER 7  
FIRE PREVENTION CODE AND REGULATIONS**

**10-7-1: INTERNATIONAL FIRE CODE ADOPTED:**

That a certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Bettendorf, being marked and designated as the International Fire Code, 2021 edition, including errata and Appendix Chapters B, C, D, E, F, G, H, I, K, and N as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Bettendorf, in the State of Iowa regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided, providing for the issuance of permits and each, and all of the regulations, provisions, penalties, conditions, and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, prescribed in the following sections of this ordinance.

**10-7-2: AMENDMENTS:** The 2021 edition of the International Fire Code is amended as follows:

*Section [A] 101.1 Title* is amended by inserting ‘the City of Bettendorf’ in place of [NAME OF JURISDICTION].

*Section [A] 101.2.1 Appendices* shall be deleted and replaced as follows:

[A] 101.2.1 Appendices. Appendices B, C, D, E, F, G, H, I, K and N are specifically adopted by the City of Bettendorf with amendments as noted in Title 10, Chapter 7, of the Municipal Code.

*Section [A] 102.7 Referenced codes and standards* shall be amended as follows:

Section [A] 102.7 Referenced codes and standards.

*All references throughout the International Fire Code to the International Building Code shall refer to the building code as adopted elsewhere in the City Code (Title 10, Chapter 3).*

*All references throughout the International Fire Code to the International Residential Code shall refer to the residential code as adopted elsewhere in the City Code (Title 10, Chapter 3).*

*All references throughout the International Fire Code to the International Property Maintenance Code shall refer to the building code as adopted elsewhere in the City Code (Title 10, Chapter 8).*

*All references throughout the International Fire Code to the International Mechanical Code shall refer to the mechanical code as adopted elsewhere in the City Code (Title 10, Chapter 5).*

*All references to the International Plumbing Code shall refer to the plumbing code as adopted elsewhere in the City Code (Title 10, Chapter 6).*

*All references to the ICC Electrical Code shall refer to the electrical code as adopted elsewhere in the City Code (Title 10, Chapter 4).*

**Section [A] 103.1 Creation of agency** shall be amended by inserting ‘Bettendorf Fire Department’ in place of [INSERT NAME OF DEPARTMENT].

**Section 104 Authority at fires and other emergencies** shall be amended by addition of the following section:

104.12.4 Evacuation. The fire code official is authorized to order an operation or use stopped, or the evacuation of any premises, building, or vehicle or portion thereof which has or is a fire, life safety, or health hazard.

**Section [A] 105.2 Application** shall be amended by addition of the following section:

[A] 105.2 (a) Permit. A permit application will need to be completed and submitted along with the applicable permit fee to the Bettendorf Building Inspection Services Department for installation of the appropriate system. Permit application forms and information are available at the Bettendorf Building Inspection Services Department office at 4403 Devils Glen Road, Bettendorf, IA, 52722 or at the Building Department’s website.

**Section 105.5 Required operational permits** shall be amended by addition of the following sentence: The fire code official at their discretion shall send plans for an operational permit request to an outside agency for review. The fire code official shall choose the plans review agency. The applicant shall pay all fees associated with the plan review directly to the outside agency. The permit shall not be issued until the review fees have been paid.

**Section [A] 105.6 Required construction permits** shall be amended by addition of the following sentence: The fire code official at their discretion shall send plans for a construction permit request to an outside agency for review. The fire code official shall choose the plans review agency. The applicant shall pay all fees associated with the plan review directly to the outside agency. The permit shall not be issued until the review fees have been paid.

**Section [A] 107.1 Fees** shall be amended by addition of the following section:

107.1.1 Permit Fee Schedule. The following permit fees will be based on cost of work in accordance with Bettendorf City Code 10-3-4.

## **BUILDING FEES; PAYMENT PREREQUISITE TO PERMIT ISSUANCE:**

Automatic Fire Sprinkler System (13 and 13R)  
Fire Alarm and Detection System  
Fire Pumps and Related Equipment  
Private Fire Hydrant Mains  
Compressed Gases  
Cryogenic Fluids  
Energy Storage Systems

Fuel Cell Power Systems  
Hazardous Materials  
LP Gas  
Spraying or Dipping

**The following permit fees will be based on a flat rate:**

Automatic Fire Sprinkler 13D Systems	\$75.00
Underground and Aboveground Storage Tanks	\$50.00
Open Burning, Tents, and Canopies	\$10.00

***Section [A] 111.1 Board of appeals established shall be deleted and replaced as follows:***

[A] 111.1 Board of Appeals Established. See Title 2, Chapter 4, Article A of the City of Bettendorf City Code for Board of Appeals process.

***Section [A] 112.4 Violation penalties shall be deleted (note: Subsection [A] 112.4.1 shall not be deleted) and replaced as follows:***

[A] 112.4 Violation Penalties. Any person who shall violate any of the provisions of this Code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by any court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation be guilty of a municipal infraction. The imposition of one penalty for any violation shall not permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not specified, each day that prohibited conditions are maintained shall constitute a separate offense.

***SECTION 202 GENERAL DEFINITIONS shall be amended by addition of the following definition:***

CROWD MANAGER. Crowd Manager is responsible for safe crowd movement during daily activities and special events, means of egress, assisting venue occupants, and overseeing emergency response and evacuation plans.

***Section [M] COMMERCIAL COOKING APPLIANCES shall be deleted and replaced as follows:***

[M] COMMERCIAL COOKING APPLIANCES. Appliances used in a commercial food service establishment for heating or cooking food, and which produce grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system. Such appliances include deep fat fryers, upright broilers, griddles, broilers, steam-jacketed kettles, hot-top ranges, under-fired broilers (charbroilers), ovens, barbecues, rotisseries, residential stoves/ovens, and similar appliances. For the purpose of this definition, a food service establishment shall include any commercial building or portion thereof used for the preparation and serving of food including for employees.

***Section 307.2 Permit required shall be deleted and replaced as follows:***

307.2 *Permit required.* Open burning shall be conducted in accordance with Section 307 and its subsections and with Sections 4-3-1 and 7-1-18 of the City of Bettendorf City Code. Open burning shall also be conducted as required by other governmental agencies regulating emissions. Application for such approval shall only be presented by and issued to the owner of the land upon which the fire is to be kindled.

***Section 307.4 Location shall be amended by addition of the following section:***

307.4.4 Permanent Outdoor Fire Pits or Fire Feature Devices. Fire Pits shall comply with all the following restrictions:

1. The fire pit must be in an approved location at least fifteen (15) feet from a structure.
2. If the building is equipped with fire sprinklers and there is an overhang in the area where the firepit is being used, then the overhang must have horizontal sidewall sprinkler protection.
3. There must be an emergency stop button installed within fifteen (15) feet (line of sight) to disconnect the fuel gas in the event of an emergency.
4. The emergency shut off must be labeled using a weatherproof sign with letters on a contrasting background.
5. Solid fuels are strictly prohibited for fire pits and fire feature devices.  
Exception: Fire pits and fire features used at one- and two-family dwellings.

***Section 405.3 Frequency shall be amended by addition of the following section:***

405.3.1 Drills in Group E. Fire and evacuation drills in Group E occupancies shall be conducted in accordance with Section 100.31 of the Iowa Administrative Code. Emergency evacuation/fire drills shall be conducted at least four (4) times a year. Not less than two (2) drills shall be conducted between July 1 and December 31 each year and not less than two (2) drills shall be conducted between January 1 and June 30 of each year.

***Section 405.3 Frequency Table 405.3 shall be amended by addition of the following footnote:***

d. Group E occupancies shall conduct fire and evacuation drills in accordance with Section 405.3.1

***Section 505.1 Address identification shall be deleted and replaced as follows:***

505.1 Address identification. See Title 10, Chapter 11, in the Bettendorf City Code for Building Numbering.

***Section 507.5.1.1 Hydrant for standpipe systems shall be deleted and replaced as follows:***

507.5.1.1 Hydrant for standpipe systems and/or fire department connections. Buildings equipped with a standpipe and/or a fire department connection installed in accordance with Section 912 shall have a fire hydrant located on a fire access road within one hundred (100) feet (30 m) of the fire department connection as measured by an approved route around the exterior of the building.

Exception: The distance shall be permitted to exceed one hundred (100) feet (30 m) where approved by the fire code official.

***Section 507.5.3 Private fire service mains and water tanks shall be amended by addition of the following footnote:***

4. All private fire hydrants must be painted red in color.

**Section 507.5 Fire hydrant systems** shall be amended by addition of the following sections:

507.5.7 Fire hydrant height. Fire hydrants shall be installed a minimum of eighteen (18) inches from the nominal ground level to the center of the lowest water outlet.

507.5.7.1 Fire hydrant outlet direction. All fire hydrants shall be positioned so that the four and one-half (4 ½) inch connection is facing the street or driveway accessible to the fire department apparatus.

507.5.7.2 Fire hydrant threads. All fire hydrants within the City of Bettendorf and within Panorama Park and Scott County Benefited Fire District No. 1 shall have National Standard Threads (NST).

507.5.7.3 Size of main. No fire hydrant shall be installed on a water main less than six (6) inches in diameter. Water hydrant mains shall be of ductile iron material, appropriately sized and installed to provide the required water flow for hydrants and fire service mains supplied by it. Minimum of six (6) inches in diameter for fire service mains supplying NFPA 13 systems. All NFPA 13 and 13R fire service materials in the right-of-way shall be ductile iron. 13D fire mains and appurtenances shall be of approved materials per 12-3A-3 Standard Specifications Adopted of the City of Bettendorf City Code.

507.5.7.4 Flow. The minimum flow requirement for a water main serving a fire hydrant is the rate of water flow, at a residual pressure of twenty (20) pounds per square inch (20 psi) and for a specified duration, as specified in Appendix B of this code.

**Section 901.2 Construction documents** shall be amended by addition of the following sections:

901.2 (a) Water based protection systems. Water based fire protection systems. A qualified person shall have a minimum National Institute for Certification in Engineering Technologies [NICET] Level III certification for Water Based Systems Layout OR be a Professional Licensed Engineer with experience in life safety system design. The designer must also be licensed with the State of Iowa Department of Inspections, Appeals and Licensing.

Submittals must include an electronic (.pdf) version of the design, specifications, cut sheets, and hydraulic calculations to the Bettendorf Building Department. One (1) full size set of the drawing must also be sent to the Bettendorf Building Department located at 4403 Devils Glen Road, Bettendorf, IA, 52722 for review. Both sets of drawings must be stamped and signed by the submitter.

901.2 (b) Fire alarm systems. A qualified person shall have a minimum National Institute for Certification in Engineering Technologies [NICET] Level III certification for Fire Alarm Systems OR be a Professional Licensed Engineer with experience in life safety system design. The designer must also be licensed with the State of Iowa Department of Inspections, Appeals and Licensing.

Submittals must include an electronic (.pdf) version of the drawing along with wiring/device specifications and voltage drop calculations to the Bettendorf Building Department. One (1) full

size set of the drawings must also be sent to the Bettendorf Building Department located at 4403 Devils Glen Road, Bettendorf, IA, 52722 for review. Both sets of drawings must be stamped and signed by the submitter.

***Section 901.4.6 Appearance of equipment shall be amended by addition of the following section:***

901.4.6.1 Fire sprinkler riser room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be exclusively accessed from the electrical room, but the electrical room may be accessed from the riser room. Emergency lighting shall be provided in the fire pump room or automatic sprinkler riser room.

***Section 901.4.7.3 Environment shall be amended by addition of the following sentence:***

The fire pump room or automatic sprinkler riser room shall have a supervised room temperature sensor.

***Section 901.6.3 Records shall be amended by addition of the following section:***

901.6.3.2 Records management. Inspection record submission. Contractors who perform installation, inspection, testing, and/or maintenance services on fire and life safety systems are required to electronically submit all installation and compliant and non-compliant inspection reports to the Fire Department's third party compliance management platform approved by the fire code official within thirty (30) calendar days of the installation/inspection date. Reports submitted after thirty (30) calendar days may incur late fees.

***Section 903.3.1.2.1 Balconies and decks shall be deleted and replaced as follows:***

903.3.1.2.1 Group R balconies and decks. Sprinkler protection shall be provided for all exterior balconies, decks, and ground floor patios of dwelling units where the building is required to have a fire sprinkler system installed. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within one (1) inch to six (6) inches below the structural members and a maximum distance of fourteen (14) inches below the deck of the exterior balconies and decks.

***Section 903.3.1.2 NFPA 13R sprinkler systems shall be amended by addition of the following section:***

903.3.1.2.4 Fire sprinklers for canopies. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than four (4) feet out from the door and is twelve (12) feet or less in height from the ground regardless of whether the canopy is combustible or non-combustible. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

***SECTION 903 AUTOMATIC SPRINKLER SYSTEMS shall be amended by addition of the following section:***

903.7 Sprinkler zones. Automatic sprinkler system zones shall not exceed the area permitted by NFPA 13 or NFPA 13R and shall provide a sprinkler control valve and waterflow device for each

normally occupied floor. The location of sprinkler control valves must be approved by the fire code official.

**Section 904.13.2 System interconnection** shall be amended by addition of the following section:

904.13.2 (a) Ventilation operation. The ventilation system shall shut down the make-up air to the hood and continue to exhaust upon activation of the hood fire extinguishing system. Supply air openings other than part of the hood system shall be a minimum of six (6) feet from any part of a Type I Hood. Supply air openings closer than six (6) feet must shut down upon activation of the extinguishing system.

**Section 905.1 General** shall be deleted and replaced as follows:

905.1 General. Standpipe systems shall be provided in new buildings and structures in accordance with Sections 905.2 through 905.12. In buildings used for *high-piled combustible storage*, fire protection shall be in accordance with Chapter 32. For the purpose of Section 905 “Standpipe Systems”, Sections 905.3.1 through 905.6.2 shall be amended by deleting all references to Class II and Class III standpipe systems and inserting Class I standpipe systems in their place.

**Section 905.2 Installation standard** shall be deleted and replaced as follows:

905.2 Installation standard. A Class I standpipe system shall provide two and one-half (2 ½) inch (63.5 mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Also, two and one-half (2 ½) inch to one and one-half (1 ½) inch reducers with one and one-half (1 ½) inch caps shall be provided on each standpipe outlet. Two and one-half (2 ½) inch and one and one-half (1 ½) inch threads shall be National Standard Threads (NST). No hose is to be provided.

Exception: Hose may be provided when the facility has an assigned and trained fire brigade.

**Section 905.3.4.1 Hose and cabinet** shall be deleted in its entirety.

**Section 905.5.3 Class II system 1-inch hose** shall be deleted in its entirety.

**Section 905.3 Required installations** shall be amended by addition of the following section:

905.3.9 Building footprint and access. Where the most remote portion of a floor or story is more than four hundred (400) feet from a hose connection or fire department access road, the fire code official is authorized to require standpipes to be provided in approved locations.

**Section 907.1 General** shall be amended by addition of the following sections:

907.1.4 Fire alarm control panels. Each building shall have no more than one (1) Fire Alarm Control Panel (FACP). Installation of the fire alarm control panel shall not exceed six (6) feet in height measured from the floor to the top of the panel.

Exceptions:

1. Panel height may be altered by the code official.
2. Suppression system releasing panels are not required to meet the limitation in the number of panels.

907.1.5 Fire alarm annunciator panels. The fire code official can require the addition of fire alarm annunciator panels based on the size of building and access to the building.

***Section 907.2 Where required – new buildings and structures shall be deleted and replaced as follows:***

907.2 Where Required – new buildings and structures. An approved addressable fire alarm system complying with the provisions of this Code and NFPA 72 shall be installed when the gross square footage of a building is equal to or greater than the area as specified in Sections 903.2.1 through 903.2.11 inclusive, subject to the authority having jurisdiction or by Section 907.2, whichever shall be more restrictive.

Exceptions:

1. Buildings with eight (8) or less initiating devices may use zoned systems provided only one (1) device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the Scott Emergency Communications Center upon activation of the fire alarm system.
2. R-3 dwellings are not required to meet Section 907.2 of this Code.

***Section 907.2 Where required – new buildings and structures shall be amended by addition of the following sections:***

907.2 (a) Manual fire alarm pull boxes. Manual fire alarm pull boxes (“pull stations”) shall be required where deemed necessary by the fire code official.

907.2 (b) Monitoring. All fire alarm systems shall be monitored by a UL listed monitoring station.

907.2 (c) Descriptive location. Each address point identification shall have an alpha/numeric descriptor location for the fire alarm system. This alpha/numeric descriptor location is required to be reported to the Scott Emergency Communications Center upon activation of the fire alarm system.

907.2 (d) Detection location. Where corridors and/or hallways are designed as the path of egress, and at the top of stairwells that serve more than two (2) floors and are protected by fire sprinkler systems, they shall also be protected by smoke detection. Smoke detection shall be of the photo electric type or as approved by the code official.

***Section 907.2.1 Group A shall be deleted and replaced as follows:***

907.2.1 Group A. A manual and automatic fire alarm system shall be installed in accordance with NFPA 72 in Group A Occupancies and have an occupant load of three hundred (300) or more. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1

and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

***Section 907.2.1 Group A shall be amended by addition of the following section:***

907.2.1.3 Group A Occupancies. In Group A occupancies with an occupant load of one thousand (1000) or more, the activation of the fire alarm or fire sprinkler system, shall automatically shut down or stop music, sound systems, conflicting or confusing sounds and visual distractions.

***Section 907.2.3 Group E shall be deleted and replaced as follows:***

907.2.3 Group E. In the absence of a complete automatic sprinkler system, a complete automatic detection system utilizing an emergency voice/alarm communication system shall be installed throughout the entire Group E occupancy. A Group E occupancy with a complete automatic sprinkler system shall be provided with a fire alarm system utilizing an emergency voice/alarm communication system in compliance with Section 907.5.2.2 and installed in accordance with Section 907.6. As a minimum, smoke detection shall be provided in corridors at a maximum spacing of thirty (30) feet on center, and heat or smoke detection shall be provided in any hazardous or non-occupied areas in all new or existing Group E occupancies.

Exceptions:

1. Group E occupancies with an occupant load of less than fifty (50).
2. Manual fire alarm boxes are not required in Group E occupancies where all the following apply:
  - 2.1. Interior corridors are protected by smoke detectors with alarm verification.
  - 2.2. Auditoriums, cafeterias, gymnasiums, and the like are protected by heat detectors or other approved detection devices.
  - 2.3. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
  - 2.4. Off-premises monitoring is provided.
  - 2.5. The capability to activate the evacuation signal from a central point is provided.
  - 2.6. In buildings where normally occupied spaces are provided with a two-way communication system between such spaces and a constantly attended receiving station from which a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.
2. Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler system, the notification appliances will activate on sprinkler water flow, and manual activation is provided from a normally occupied location.
3. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of one hundred (100) or less, provided activation of the fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

***Section 907.2.8 Group R-1 shall be deleted and replaced as follows:***

907.2.8 Group R General. Group R-1; Group R-2 apartment houses, condominiums and boarding houses (non-transient) convents, dormitories, fraternities, sororities, and monasteries; and Group R-4 shall have a monitored addressable fire alarm system. Upon adoption of this Fire Code, Group R-1; Group R-2 apartment houses, condominiums and boarding houses (non-transient) convents, dormitories, fraternities, sororities, and monasteries that have existing automatic fire alarm systems shall comply when their existing fire alarm system needs replacement to have that fire alarm system monitored.

***Section 907.2.8.1 Manual Fire Alarm System shall be deleted in its entirety.***

***Section 907.2.8.2 Automatic smoke detection system shall be deleted and replaced as follows:***

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R occupancies.

1. Common spaces outside of dwelling units and sleeping units
2. Laundry rooms, mechanical equipment rooms, and storage rooms
3. All interior corridors serving sleeping units or dwelling units

Exception: An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* or *dwelling units* and where each *sleeping unit* or *dwelling unit* either has a *means of egress* door opening directly to an exterior *exit access* that leads directly to an *exit* or a *means of egress* door opening directly to an *exit*.

Required smoke alarms in *dwelling units* and *sleeping units* in Group R occupancies shall be interconnected with the fire alarm system in accordance with NFPA 72.

***Section 907.2.9 Group R-2 shall be deleted in its entirety.***

***Section 907.2.9.1 Manual fire alarm system shall be deleted in its entirety.***

***Section 907.2.9.3 Group R-2 college and university buildings shall be deleted in its entirety.***

***Section 907.2.11 Single- and multi-station smoke alarms shall be deleted and replaced as follows:***

907.2.11 Single and multi-station smoke alarms. Listed single and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with provisions of this Fire Code and the household fire warning equipment provision of NFPA 72. Smoke alarms in dwelling units shall be addressable with sounder bases and monitored by the building fire alarm system as a supervisory signal only. Mini horns in dwelling units are not required if notification from a building fire alarm system is through the smoke alarms with sounder bases.

Note: Section 907.2.11 only applies to R-1, R-2, R-4 and I-1.  
Delete the exceptions for 907.6.3

***Section 907.2 Where required – new buildings and structures shall be amended by addition of the following section:***

907.2.24 Mixed Occupancy Requirements. All buildings containing dwelling unit(s) and/or guest room(s) which also contain other occupancies or uses shall be provided with the following protection from fire in addition to all applicable provisions of the International Fire Code and International Building Code duly adopted by the City.

- (1) All dwelling units and/or guest rooms shall be provided with smoke detectors conforming to the International Fire Code, and International Building Code.
- (2) Alarms, when required shall be interconnected to alert all occupants both residential and non-residential.

***Section 912.4.1 Locking fire department connection caps shall be deleted and replaced as follows:***

912.4.1 Locking fire department connection caps. Locking fire department connection caps approved by the fire department are required for all new construction that have a water-based fire protection system where the responding fire department carries approved key wrenches for removal. Existing structures that have a water-based fire protection system shall be required immediately after conducting the five (5) year obstruction and maintenance testing, or if one (1) or more of the fire department caps are missing.

***Section 1003 General Means of Egress shall be amended by addition of the following section:***

1003.8 Location of Preschool through Second Grade Students. In Group E occupancies, rooms normally occupied by preschool, kindergarten, or first grade students shall not be located above or below the level of exit discharge. Rooms normally occupied by second grade students shall not be located more than one story above the level of exit discharge.

***Section [BE] 1010.2.9 Panic and fire exit hardware shall be amended by addition of the following section:***

1010.2.9 (a) Door hardware. All exterior doors deemed necessary by the fire code official for emergency access shall have a keyed cylinder and handle for emergency personnel to enter. These exterior doors should be numbered in a sequential order starting with the main entrance (front office door/public entrance). The main entrance should always be #1 with the cardinal direction letter after. i.e. 1N, 7W. Subsequent doors will be numbered in sequential order in a clockwise manner. The font must be a minimum six (6) inch in height and contrast in color of the door. The inside of the door must also be labeled with the corresponding identification two (2) inch in height and contrast in color.

***SECTION 1028 EXIT DISCHARGE shall be amended by addition of the following section:***

[BE] 1028.6 Exit discharge pathways. Exit discharge pathways shall be paved from all required exits of a building to a public way or parking lot.

***Section 1203.1 General shall be amended by addition of the following section:***

1203.1.10 Shutdown of emergency and standby power systems. In addition to the requirements of NFPA 10 for a remote manual stop, a keyed switch to shut down the generator shall be located at the remote annunciator panel or fire panel. The fire code official shall determine its location. If

there is no annunciator or fire alarm panel or the location of these panels is determined to be inadequate for this shut down button, the fire code official shall determine its location.

***Section 5003.3.1.4 Responsibility for cleanup shall be amended by addition of the following words at the end of this section:***

“unless otherwise provided by a 28E Agreement or another contract.”

***Section 5003.3.1 Unauthorized discharges shall be amended by addition of the following section:***

5003.3.1.5 Fees for hazardous materials incident responses. Hazardous materials incident responses will be billed at the following base rates:

HazMat Vehicle w/3 Technicians	\$450/hr.
Heavy Rescue w/3 Technicians	\$350/hr.
Rescue Boat w/3 Personnel	\$250/hr.
Aerial/Ladder Truck	\$125/hr.
Engine/Pumper	\$100/hr.
Generator/Light Tower	\$100/hr.
Pickup/Car w/1 personnel	\$75/hr.
Command Officer	\$75/hr.
Extra Personnel	\$50/hr.
Consumables/Damaged Equipment	Replacement Costs

***Section 5601.1 Scope shall be deleted and replaced as follows:***

5601.1 Scope. The provisions of this chapter shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials and small arms ammunition. The provisions of this chapter also govern the manufacture of display and consumer fireworks. The sale, storage and use of display fireworks and consumer fireworks shall meet the requirements of Iowa Code sections 100.1, 100.19, 100.19A, 364.2 and 727.2. These Iowa Code sections supersede other provisions of IFC Chapter 56 dealing with the sale, storage, and use of display fireworks and consumer fireworks.

***Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited shall be deleted and replaced as follows:***

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited in the entire city of Bettendorf, Iowa.

Exceptions: Commercial and Industrial zones subject to all required zoning controls, building and fire codes and approval by the community development director and the fire code official.

***Section 5706.2.4.4 Locations where above-ground tanks are prohibited shall be deleted and replaced as follows:***

Section 5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited in the entire city of Bettendorf, Iowa.

Exceptions: Commercial and Industrial zones subject to all required zoning controls, building and fire codes and approval by the community development director and the fire code official.

***Section 5806.2 Limitations shall be deleted and replaced as follows:***

Section 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in the entire city of Bettendorf, Iowa.

Exception: Commercial and Industrial zones subject to all required zoning controls, building and fire codes, and approval by the community development director and the fire code official.

***Section 6104.2 Maximum capacity within established limits shall be amended by addition of the following statement:***

Section 6104.2 Maximum capacity within established limits. The storage of liquified petroleum gas is prohibited in the entire city of Bettendorf, Iowa.

Exceptions: Commercial and Industrial zones subject to all required zoning controls, building and fire codes and approval by the community development director and the fire code official.

## **CHAPTER 8 PROPERTY MAINTENANCE CODE AND REGULATIONS**

10-8-1: Codes Adopted

10-8-2: Effective Date of Adoption; Impact on Buildings

10-8-3: Amendments to International Property Maintenance Code

### **10-8-1: CODES ADOPTED:**

A. Adoption. Pursuant to published notice and public hearing as required by law, the 2021 International Property Maintenance Code is hereby adopted as follows:

B. Official Copy. An official copy of the 2021 International Property Maintenance Code is on file in the offices of the City Clerk and the Community Development Department for public inspection, and copies thereof are for sale to the public for the current retail price.

## **10-8-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:**

All existing residential and non-residential buildings shall be required to comply with the Code in force at the time the inspection is performed, and the City retains the right to prosecute owners of buildings for code violations under those Codes, even if the Codes are amended or replaced by newer versions.

Remodeling or reconstruction of buildings shall comply with the Codes as prescribed therein.

## **10-8-3: AMENDMENTS TO THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE:**

The following amendments, modifications, additions and deletions to the 2021 International Property Maintenance Code are hereby made:

Section 101.1: “City of Bettendorf” is inserted as the [name of jurisdiction.]

Section 102.3: Remove “International Fuel Gas Code” and replace International Plumbing Code with “Uniform Plumbing Code”.

Section 103: Replace Code Compliance Agency with “Community Development Department”.

[Add Section as follows]

Section 107.5 Application for Appeal. Any person directly affected by a decision of the code official or a notice or order issued under this Code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provision of this Code do not fully apply, or the requirements of this Code are adequately satisfied by other means.

Section 302.4: “10 inches” is inserted as the [jurisdiction to insert height in inches.]

Section 303.2: In the first sentence replace 24 inches with “18 inches”.

Section 602.3: Delete portion of first sentence “supply heat during the period from (date) to date”.

Section 602.4 Delete portion of first sentence “during the period from (date) to (date)”.

## **CHAPTER 9 RENTAL HOUSING REGISTRATION AND INSPECTION**

**SECTION:**

10-9-1 Title

- 10-9-2 Purpose
- 10-9-3 Definitions
- 10-9-4 Exemptions
- 10-9-5 Fees Established
- 10-9-6 Registration
- 10-9-7 Local Contact Representative
- 10-9-8 Inspection Standards
- 10-9-9 Inspection Frequency and Scheduling
- 10-9-10 Notice of Inspection and Entry
- 10-9-11 Results of Inspection
- 10-9-12 Penalties and Non-Exclusivity

**10-9-1: TITLE:**

This Chapter shall be known as “Residential Rental Housing Registration and Inspection,” and will be referred to herein as “this chapter.”

**10-9-2: PURPOSE:**

In compliance with Chapter 364.17 of the Iowa Code, it is the purpose of this chapter to require property owners, their agents, and others who lease Rental Housing Units to meet their responsibilities with respect to proper maintenance and property safety and to provide for premises safety and to provide for inspection as a means of compelling compliance therewith of city codes. It shall be the responsibility of the aforementioned property owners, their agents, and so forth to be compliant with state of Iowa and federal codes. It is not the purpose of this chapter to create any duty on the part of the city, its offices, agents, or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the city, its officers, agents, or employees, to premises’ occupants, owners, tenants, or any other person. No person shall place reliance upon this chapter, any inspections performed, or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A certification that a premises has been inspected pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

**10-9-3: DEFINITIONS:**

A. “Code Enforcement Officer” means a sworn or non-sworn inspector, officer, or investigator, who possesses specialized training in and whose primary duties are the prevention, detection, investigation, and enforcement of violations of laws regulating public nuisance, public health, safety, and welfare, public works, business activities and consumer protection, building standards, land use, or municipal affairs.

B. “Common areas” means the areas in a rental housing building that are accessible to all occupants of the property, including, but not limited to, lobbies, laundry rooms, recreation areas,

common kitchens, hallways, stairs, courtyards, light wells, garbage areas, boiler rooms, storage rooms, basements, roof areas, or parking garages or areas.

C. “Director” means the Director of the Community Development Department, or his or her designee.

D. “Engage in the business of rental housing” means renting or offering to rent a Rental Housing Unit.

E. “Owner” means a person, persons, corporation, partnership, limited liability company, or any other entity holding fee title to the subject real property.

F. “Rental Housing Unit or Unit” means a single unit providing living facilities for one or more persons that has permanent provisions for living, sleeping, and sanitation and is rented or available for rent to tenants.

#### **10-9-4: EXEMPTIONS:**

All Rental Housing Units shall be subject to the requirements of this chapter, except for the following:

A. Rental Housing Units for transient lodging, including hotels, motels, inns, and tourist homes.

B. Rental Housing Units in a state licensed hospital, hospice, community care facility, or nursing home; convent, monastery, or other facility occupied exclusively by members of a religious order; on-campus fraternity or sorority houses; or on-campus housing accommodations owned, operated, or managed by an institution of higher education or secondary school for occupancy by its students.

C. Rental Housing Units that have been newly-constructed, for a period of four years from the issuance of a Certificate of Occupancy by the City of Bettendorf, must be registered but are not required to be inspected until the fifth year.

D. Manufactured homes, commonly referred to as mobile homes, under the authority of 42 USC Section 5403.

E. Properties actively subject to sale under a contract for sale between the tenant and the owner recorded with the Scott County, Iowa Recorder’s Office.

#### **10-9-5: FEES ESTABLISHED:**

A. Registration Fee: An owner of any Rental Housing Unit subject to this chapter shall pay a registration fee of \$50 for the first unit in a building wholly owned by the applicant and \$15 for each additional unit in the same building to finance the costs of inspection and enforcement by the City of Bettendorf. This fee shall be paid annually by January 1 of each year. If a building containing a Rental Housing Unit has multiple owners, such as in the case of a townhome or condominium

building, each owner seeking to register a Rental Housing Unit with the city shall pay a registration fee of \$50 for the first Rental Housing Unit they own within the building and \$15 for each additional Rental Housing Unit within the building.

B. Proration of Fees: Registration fees for new or newly-sold Rental Housing Units may be prorated quarterly. If a Rental Housing Unit is sold, the new owner shall register the unit within thirty (30) days of the sale.

C. Failure to Register: Any owner of any Rental Housing Unit found to have let or rented a Rental Housing Unit without the required registration shall pay double the registration fees noted herein for each calendar year the unregistered rental occurred.

D. Re-scheduling Fee: An owner of a Rental Housing Unit shall pay a fee of \$25.00 per building for re-scheduling all inspections, unless the rescheduling conforms to with Section 10-9-9C of this Chapter.

E. Re-inspection Fee: An owner of a Rental Housing Unit shall pay a fee of \$50 per building for the re-inspection of any unit or units within the building after the first re-inspection as part of the regularly-scheduled inspection for that building.

F. Late Arrival and No-Show Fee: An owner of a Rental Housing Unit shall pay a fee of \$50 per building if they or their local contact representative do not arrive on site within 15 minutes after the scheduled inspection time or if they or their local contact representative fail to attend the inspection.

G. Out of Cycle Inspection Fee: A fee of \$25 per Rental Housing Unit will be charged to the owner, local contact representative, or tenant based on the origin of the request.

#### **10-9-6: REGISTRATION:**

A. Registration Requirements: It shall be unlawful for any owner to engage in the business of rental housing unless:

1. Each Rental Housing Unit is registered with the City of Bettendorf and,
2. A copy of the registration is placed in a conspicuous location within each building containing four or more Rental Housing Units, and
3. The Rental Housing Unit(s) has passed a rental inspection within the timeframe specified in this Chapter, and
4. A copy of the notice of compliance from the most recent inspection is posted in a conspicuous location within each building containing four of more Rental Housing Units.

B. Information Required: A Rental Housing Unit is registered with the City of Bettendorf when the owner or local contact representative of the rental property submits a completed registration

form, made available by the City of Bettendorf, and payment has been received. The following information must be provided to the City for the unit(s) to be registered:

1. Description of the rental housing property, including, but not limited to, the street address and Scott County Assessor's parcel number;
2. Name and current contact information for the owner of the rental housing property;
3. Name and current contact information for the local contact representative.
4. Any other information reasonably required by the Director to carry out the requirements of this Chapter.

#### **10-9-7: LOCAL CONTACT REPRESENTATIVE:**

A. Designation: Each owner of rental housing property shall designate a local contact representative with full authority to act on behalf of the owner for all purposes under this Chapter, including the acceptance of service of all notices from the City of Bettendorf. The owner of the rental housing property may act as the local contact representative.

B. Local Contact Representative: A local contact representative shall establish and maintain a local telephone number and a residence or business address within the jurisdiction of the City of Bettendorf. All official notices served on the local contact representative shall be deemed to have been served on the owner.

#### **10-9-8: INSPECTION STANDARDS:**

A. All properties subject to this Chapter shall be inspected for compliance with City Code Title 10 Building Development and Title 11 Zoning Regulations and all other applicable codes of the City. This includes, but is not limited to, the International Property Maintenance Code as adopted by the City.

#### **10-9-9: INSPECTION FREQUENCY AND SCHEDULING:**

A. Frequency: The frequency of inspections shall be as follows:

1. All rental housing properties shall be inspected within 90 days of the initial registration and then at least once every four years thereafter.
2. Newly-constructed Rental Housing Units are not required to have a rental inspection for a period of four years from the issuance of a certificate of occupancy by the City. This provision does not apply to existing buildings which have been remodeled or to which modifications have been made.

3. Rental housing properties may be placed on an annual inspection schedule if any of the following occur:

a. A Code Enforcement Officer or other City official has observed violations on the property related to structural integrity; insect or rodent infestation; pervasive damage or tampering with smoke or fire alarm systems; blocked egress; unsanitary conditions.

b. The owner of the property owns or controls other properties found to significantly threaten the life, health, or safety of residents or the public.

B. Previously Registered Units: For units previously registered and inspected in the past four years, the Director or their designee shall assign a date for inspections with a property owner or their local contact representative. For all other properties, it is the responsibility of the owner or their local contact representative to request an inspection. The manner for scheduling the inspection may include email, written correspondence, or verbal communication at the Director's discretion. The City shall provide the owner or local contact representative at least 14 days' notice of the inspection date and time.

C. Rescheduling: An owner or local contact representative may, without fee, reschedule an inspection once by contacting the Community Development Department at least seven calendar days prior to the scheduled inspection date. A rescheduled inspection must occur within 14 calendar days of the originally assigned inspection date. Violation of this section shall result in the imposition of a re-scheduling fee.

D. Out of Cycle Inspections: Any owner or tenant may request an inspection be scheduled outside the normal cycle established in this Chapter. Such requests are handled on an as available basis and are subject to fees established herein.

#### **10-9-10: NOTICE OF INSPECTION AND ENTRY:**

A. Notification: The owner or local contact representative is responsible for notifying all tenants of the inspection in accordance with the State of Iowa Uniform Landlord and Tenant Law, Iowa Code Chapter 562A.

B. Tenant Consent: The owner or local contact representative is responsible for obtaining the consent of the tenants for the Code Enforcement Officer's entry to inspect the units. If a tenant does not consent to entry for inspection, the City may seek an administrative warrant from a court of competent jurisdiction. An owner is not in violation of this section if a duly notified tenant denies entry for inspection.

B. Common Areas: The owner or local contact representative shall provide the Code Enforcement Officer with access to all common areas and vacant units on the rental housing property.

**10-9-11: RESULTS OF INSPECTION:**

A. Written Inspection Report: The Code Enforcement Officer shall provide a written report of inspection findings to the owner or local contact representative within three (3) business days of the completion of the inspection.

B. Emergency Life and Safety Issues: In cases where emergency life or safety issues are found, the Code Enforcement Officer shall immediately notify the owner or local contact representative and act to preserve life and safety as authorized under City Code Title 10 Building Development, Title 11 Zoning Regulations, and all other applicable codes of the City.

C. Letter of Compliance: The owner or local contact representative of properties that are compliant with this Chapter and City Code Title 10 Building Development, Title 11 Zoning Regulations, and all other applicable codes of the City shall receive a written notice of compliance from the Code Enforcement Officer within three (3) business days of the date from which the compliance was documented.

**10-9-12: PENALTIES AND NON-EXCLUSIVITY:**

A. Municipal Infractions: Any person or entity who violates a provision of this Chapter may be charged with a municipal infraction as provided in Section 1-4-2 of Bettendorf City Code.

C. Non-Exclusivity: The remedies provided in this Chapter shall be cumulative and not exclusive of any other remedies available under federal, state, or local laws. None of the inspection provisions in this Chapter shall prohibit, condition, or otherwise limit any inspection conducted pursuant to this code or other applicable law.

**CHAPTER 10  
HOUSE MOVERS**

**SECTION:**

- 10-10-1: House Mover Defined
- 10-10-2: Licensing Requirements; Fees
- 10-10-3: Bond and Insurance Required
- 10-10-4: Flagmen, Warning Devices
- 10-10-5: Utilities

**10-10-1: HOUSE MOVER DEFINED:**

Any person who undertakes to move a building or similar structure upon or across any public right-of-way shall be deemed a house mover. (2008 Code § 7-20)

## **10-2: LICENSING REQUIREMENTS; FEES:**

A. Application For License; Required Information: Prior to moving a structure upon or across any right-of-way, the house mover shall make application and receive a license therefor. The application shall state the location of the building, the future site for the building, and the route to be used to transport. The application shall also contain a copy of the building permit for the future site if located in Bettendorf. The route proposed must be approved by the Chief of Police and Director of Public Works prior to the license's being issued.

B. License Fee: The fee for such license shall be twenty six dollars fifty cents (\$26.50) for the first day and fifty three dollars (\$53.00) for each subsequent day.

C. Notice To Utilities: The house mover shall notify all utilities located along the route, advising them if any temporary relocation will be necessary while the building is being moved. (2008 Code § 7-21)

## **10-10-3: BOND AND INSURANCE REQUIRED:**

A. Bond: The applicant for a license required by this chapter shall post with the City Clerk a penal bond in the sum of twenty thousand dollars (\$20,000.00), with good and sufficient sureties approved by the City Attorney. The bond shall guarantee the applicant's payment for any damage done to the city or to public property in the course of moving the building or similar structure.

B. Insurance: The applicant for a license required by this chapter shall be insured in the sum of five hundred thousand dollars (\$500,000.00) against bodily injury and five hundred thousand dollars (\$500,000.00) for property damage for his, his agent's, or his employees' acts in the course of the moving operations that result in personal injury and for two hundred fifty thousand dollars (\$250,000.00) property damage liability and further naming the city and its officers and employees as additional insureds on said insurance policy. (2008 Code § 7-22)

## **10-10-4: FLAGMEN, WARNING DEVICES:**

A. At all times when a building or similar structure is in motion upon any street, alley, sidewalk, or public property, a licensee under this chapter shall maintain flagmen at the closest intersections or other possible channels of traffic to the sides, behind, and ahead of the building or structure.

B. At all times when the building or structure is at rest upon any street, alley, sidewalk, or public property, the licensee shall maintain adequate warning signs or flares at the intersections or channels of traffic to the sides, behind, and ahead of the building or structure. (2008 Code § 7-23)

## **10-10-5: UTILITIES:**

The house mover shall be responsible for the appropriate plugging or capping of all utilities to the site from which the building or structure is to be removed. Utilities shall include sewer laterals. (2008 Code § 7-24)

## **CHAPTER 11 BUILDING NUMBERING**

### **SECTION:**

- 10-11-1: Numbering Required; Plan Adopted
- 10-11-2: Baselines
- 10-11-3: Assigning of Numbers
- 10-11-4: Numbers Displayed
- 10-11-5: Specifications for Numbers
- 10-11-6: Failure to Comply; City to Number; Cost

### **10-11-1: NUMBERING REQUIRED; PLAN ADOPTED:**

All lots, parts of lots, or other property abutting on any street shall be numbered. The plan of numbering, as far as practicable, shall be the plan known as the "Philadelphia Plan". (2008 Code § 27-137)

### **10-11-2: BASELINES:**

The Mississippi River shall constitute the baseline for numbering on streets running north and south, and the west line of the city shall constitute the baseline for numbering on streets running east and west. (2008 Code § 27-142)

### **10-11-3: ASSIGNING OF NUMBERS:**

A. Community Development Department Staff to Assign: The Community Development Department staff shall assign each building an appropriate number. (2008 Code § 27-141)

B. Use of Odd And Even Numbers: Even numbers shall be assigned to the north and west sides of streets; odd numbers shall be assigned to the south and east sides of streets. When a question arises as to the proper number to be assigned to any lot or building, the Community Development Department staff shall designate the number for the lot or building. (2008 Code § 27-143)

### **10-11-4: NUMBERS DISPLAYED:**

A. Number Facing Street: All buildings fronting on any street or alley shall have conspicuously placed on such buildings the number prescribed pursuant to this chapter.

B. Visibility: If, due to the location of the building to be numbered, vegetation, or any other reason, the number will not be easily visible from the street, it shall be the duty of the property owner to erect a sign displaying the building number so that it will be visible from the street. (2008 Code § 27-138)

**10-11-5: SPECIFICATIONS FOR NUMBERS:**

A. Materials; Location: The number placed upon any building shall be metal or wood, or other durable weather resistant material, or the number may be painted. This number shall be located on the side of the building that faces the street on which it is addressed. If, because of terrain, landscaping, or other reason, this address would not be visible from the street, it may be placed on an alternate location as permitted by Section [10-11-4](#) of this chapter. Alternate locations must be approved by the building department.

B. Numbers Legible, Contrast with Background: Address numbers shall contrast with their background. They must be easily recognizable numerals and easily legible from the street.

C. Table Of Specifications: The following requirements shall apply to all buildings erected on or after October 1, 2004. These requirements shall also apply to buildings that did not previously have an address posted and buildings where the address is no longer visible from the street due to trees or other objects that obstruct the view. Address numbers shall have a minimum stroke width of 0.5 inch. Height of each numeral shall comply with the following chart:

Distance from Building to Centerline of Street (in Feet)	Size of Numerals Required (Height in Inches)
Up to 99	4 <sup>1</sup>
100 - 199	6
200 - 299	8
Each additional 100 feet	Additional 2 inches

Note:

1. Exception: For one- and two-family residential buildings, a minimum size of three and one-half inches (3 1/2) inches is permitted.

(2008 Code § 27-139)

**10-11-6: FAILURE TO COMPLY; CITY TO NUMBER; COST:**

A. Notice to Comply; Numbering by City; Assessment of Cost: If the owner or lessee of any building fails to place the number on the building or replace the number when replacement is necessary, the City Council may cause a notice to be personally served on the owner or lessee, or mailed by registered mail to the owner's last known address, ordering him to place or replace the number. In case of failure to comply with the notice within ten (10) days from date of service, the Council shall cause the numbers to be affixed to the property and assess the cost thereof against the property or premises numbered.

B. Payment of Bill; Assessed as Special Tax if Unpaid: The City Clerk shall mail a bill for the costs to the owner or lessee of the property and, if the bill is not paid within ten (10) days from the

mailing of the bill, he shall certify to the County Auditor the amounts assessed as a special tax against the several properties to be collected as other special taxes. (2008 Code § 27-140)

## **CHAPTER 12 SWIMMING POOL AND SPA CODES AND REGULATIONS**

SECTION:

### **10-12-1: CODE ADOPTED:**

A. Adoption. Pursuant to published notice and public hearing as required by law, the 2021 International Swimming Pool and Spa Code and the related codes as referenced, are hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended, and all subsequent supplements to the abovementioned international codes as published.

B. Copy on File. An official copy of the 2021 International Swimming Pool and Spa Code and all referenced books are on file in the offices of the City Clerk and the Community Development Department for public inspection, and copies thereof are for sale at the cost to the public.

C. Conflicts; More Restrictive Requirements Apply: If any conflict exists between the adopted International Code, Uniform Codes, National Codes, and other City ordinances, the more restrictive code requirement applies.

### **10-12-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:**

A. All swimming pools and spas shall be required to comply with the Code in force at the time the swimming pool or spa permit was issued, and the City retains the right to prosecute owners of swimming pools or spas for code violations under those Codes, even if the Codes are amended or replaced by newer versions.

Remodeling or reconstruction of swimming pools or spas shall be compliant with the Codes as prescribed herein.

### **10-12-3: AMENDMENTS TO THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE:**

A. The following amendments, modifications, additions, and deletions to the 2021 International Swimming Pool and Spa Code are hereby made.

Any reference to “International Plumbing Code” in this Code shall be replaced with “Uniform Plumbing Code.”

Section 101.1: “City of Bettendorf” is inserted as the [name of jurisdiction.]

Section 103.1:“Community Development Department” is inserted as the [name of department.]

Section 112.1:Delete in its entirety and replace with R112.3 Qualifications (from the 2021 International Residential Code)

Section 113.4:Delete in its entirety and replace with 114.4 Violation penalties (from the 2021 International Building Code)

Section 305.1:Delete in its entirety.

Section 305.4:Delete in its entirety.

**10-12-4: FEES ESTABLISHED; PAYMENT PREREQUISITE TO ISSUANCE OF PERMIT:**

Fees Imposed: See table in Section 10-3-4 (Building Fees) for permit fees for swimming pools and spas. Fee is based on the estimated cost of the work.

**CHAPTER 13  
ENERGY CODE AND REGULATIONS**

**SECTION:**

**10-13-1: CODES ADOPTED:**

A. Adoption: Pursuant to published notice and public hearing as required by law, the 2009 International Energy Conservation Code and the related codes as referenced, are hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended, and all subsequent supplements to the abovementioned international code as published.

B. Copy on File: An official copy of the 2009 International Energy Conservation Code and all referenced books are on file in the offices of the City Clerk and the Community Development Department for public inspection, and copies thereof are for sale at the cost to the public.

C. Conflicts; More Restrictive Requirements Apply: If any conflict exists between the adopted International Code, Uniform Codes, National Codes, and other City ordinances, the more restrictive code requirement applies.

**10-13-2: EFFECTIVE DATE OF ADOPTION; IMPACT ON BUILDINGS:**

A. All construction work subject to energy requirements shall be required to be compliant with the Code in force at the time the building permit was issued, and the City retains the right to

prosecute owners of buildings for code violations under that Code, even if the Code is amended or replaced by a newer version.

Remodeling or reconstruction shall be compliant with the Code as prescribed herein.

Section 2. Severability of Provisions. If any subsection, sentence, clause, phrase, or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Robert S. Gallagher, Mayor

ATTEST:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Brent O. Morlok, P.E., City Engineer



---

### Item Title

Resolution approving an agreement with Estes Construction for Construction Manager at Risk services for the Proposed Police Station and City Hall Renovation projects.

### Explanation

As a top priority of the City Council for 204-2025, City staff has been working with Bray Architects on preliminary design of a new Police Station to be located adjacent to the Maintenance Center along Devils Glen Rd. The core project team (CPT) consists of staff from the Police Department, Admin, Public Works, Finance and Legal. In addition to the new building, preliminary design of renovations to City Hall to convert the vacated existing Police Department space to work space has also been taking place.

In 2023, the State of Iowa approved the use of Construction Manager at Risk (CMAR) delivery for public projects, and given the scope and size of our projects the CPT chose to utilize this delivery method. Under this format, the Construction Manager (CM) can be brought on-board during the design process to lend their expertise in areas such as cost estimating and constructability reviews, and then will manage the entire project and hold all subcontracts.

In accordance with Iowa law, the CPT issued a Notice of Intent to enter into a Guaranteed Maximum Price (GMP) followed by a subsequent Request for Qualifications (RFQ) for construction managers. A total of eight (8) submittals were received, with four (4) being asked to provide pricing proposals and to interview with the team. The CPT ultimately selected Estes Construction as the preferred CM and entered into contract negotiations.

Please note that the proposed agreement will serve as a “master agreement”, as it references both the Police Station and City Hall renovations, but those projects will be bid separately. The proposed new Police Station would likely be funded through a public referendum with the City Hall renovations funded separately. The CM’s preconstruction services, including consultation, cost estimating, and referendum services, will assist the City in determining the appropriate path forward, including the necessary funding plan. Exhibit D of the agreement shows preliminary pricing for the work. Those costs are all estimated given the status of the project with only preliminary design complete. Subsequent amendments would be brought forward to establish the GMP for each scope of work.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities

### **If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

This project (AD0034) was approved with a total budget of \$135,000 within the Community Improvement Program (CIP). That funding is dedicated to the Bray Architects agreement. Estes has proposed no fee for the preconstruction phase, including referendum support, so there is no budget impact at this stage.

**List Attachments**

Resolution, CMAR Agreement.

**RESOLUTION NO. \_\_\_\_\_-24**

**RESOLUTION APPROVING AN AGREEMENT WITH ESTES CONSTRUCTION FOR  
CONSTRUCTION MANAGER AT RISK SERVICES FOR THE PROPOSED POLICE STATION AND  
CITY HALL RENOVATION PROJECTS.**

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract construction manager services for the proposed Police Station and City Hall Renovation projects; and

WHEREAS, Estes Construction of Davenport, IA has submitted an agreement that appears to be in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Estes Construction be accepted and the Mayor and City Administrator are hereby authorized and directed to execute the agreement.

Passed, Approved and Adopted this 17<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Robert S. Gallagher, Mayor

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk



# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the Sixteenth day of December in the year Two Thousand Twenty-Four  
*(In words, indicate day, month, and year.)*

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

City of Bettendorf Public Works & Engineering  
4403 Devils Glen Road  
Bettendorf, IA 52722  
Phone: 563.344.4055

and the Construction Manager:  
*(Name, legal status, address, and other information)*

Estes Company, LLC d/b/a Estes Construction  
131 W. 2<sup>nd</sup> Street, Suite 400  
Davenport, IA 52801  
Phone: 563.322.7301

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

Bettendorf Police Department and City Hall  
Lot 1 Maintenance Center 2<sup>nd</sup> Addition / 1609 State Street  
Bettendorf, IA 52722

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

Bray Architects Project #3673  
220 Emerson Place, Suite 301  
Davenport, IA 52801  
Phone: 563.526.6050

The Owner and Construction Manager 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.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**User Notes:**

(2035037796)

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EXHIBIT C HOURLY RATES AS OF 3/1/2024

EXHIBIT D DELIVERABLE EXAMPLE

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

This agreement will cover multiple construction projects at two (2) locations. A new Police Station will be constructed along Devils Glen Rd adjacent to the Maintenance Center. That project will include construction of a single story building with community space, all necessary police functional space, partial basement, attached garage and associated parking. Additional projects will include renovations to the main level of City Hall to convert the vacated existing police

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department space to additional work space for all departments currently at City Hall as well as Parks and Recreation staff. The Police Station project will be subject to a public referendum in November 2025. Renovations to City Hall will be funded separately.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
*(Provide total and, if known, a line item breakdown.)*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- 1 Design phase milestone dates, if any:
- 2 Construction commencement date:
- 3 Substantial Completion date or dates:
- 4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

City of Bettendorf Public Works Department  
Brent Morlok, P.E. – City Engineer  
4403 Devils Glen Road  
Bettendorf, IA 52722  
Phone: 563.344.4055

Email: bmorlok@bettendorf.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

1 Geotechnical Engineer:

2 Civil Engineer:

3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

John Mahon, Delivery Team Leader, Architect & Associate  
Bray Architects  
220 Emerson Place, Suite 301  
Davenport, IA 52801  
Phone: 563.526.6053  
Email: jmahon@brayarch.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

Brian Rossmiller, Sr. Preconstruction Manager  
Estes Construction  
131 W. 2<sup>nd</sup> Street, Suite 400  
Davenport, IA 52801  
Phone: 563.332.7301  
Email: brossmiller@estesconstruction.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern with order of precedence as between the Contract Documents set forth as follows: (i) Modifications; (ii) this Agreement; (iii) Specifications; (iv) Drawings (large scale governing over small scale); (v) approved submittals; (vi) information furnished by the Owner; (vii) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provisions that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not, alone, be considered a conflict. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, 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 or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise and consult with the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using a building information modeling exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

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### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with and give notice required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

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**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

Referendum Support Services.

**§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** 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.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- 1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- 4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner

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and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

**§ 3.3 Construction Phase**

**§ 3.3.1 General**

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

**§ 3.3.2 Administration**

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

**§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

**§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

**§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1 Information and Services Required of the Owner**

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner

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shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

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*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

This service, including referendum support, is offered in-kind in support of the Project and the Owner. A value of fifty thousand dollars (\$50,000), not be charged.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

NA

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Construction Manager's Fee shall be based on total construction cost once established, as set forth below:

Total Construction Cost	CM Fee
\$5,000,000 – \$9,900,000	3.40%
\$10,000,000 – \$19,900,000	2.30%
\$20,000,000 – \$29,900,000	1.60%
\$30,000,000+	1.25%

Thirty percent (30.0%) of the Construction Manager's Fee is to be billed after commencement of the Work on the first construction billing.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

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Same as the established base fee, only if after cumulative two hundred thousand dollars (\$200,000) in changes after commencement of the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

Reserved

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

## § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement or additional compensation by the Owner.

## § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

## § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**Exhibit C** – Hourly Rates as of 3/1/2024, hourly rates to be adjusted for inflation to the period of performance of the Work.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

## § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

## § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation,

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installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

*(Paragraph deleted)*

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Intentionally omitted.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Intentionally omitted.

§ 7.6.10 Intentionally omitted.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 7.7 Other Costs and Emergencies**

§ 7.7.1 Other costs incurred in the performance of the Work.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or

failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

**§ 7.8 Related Party Transactions**

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

**§ 7.9 Costs Not To Be Reimbursed**

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

**ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the TBD day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the TBD day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

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

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate

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that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- 1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- 2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- 4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- 5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

**.6 Retainage withheld pursuant to Section 11.1.8.**

**§ 11.1.8 Retainage**

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

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

Five percent (5.0%) retainage will be withheld from each Application for Payment.

**§ 11.1.8.1.1** The following items are not subject to retainage:

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

General Conditions and Fee; Business Liability, Automobile, Workers' Compensation, Professional/Pollution and Umbrella Insurance; Builder's Risk; Performance and Payment Bonds; project management software charges and mobilization expenses.

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;

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- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

NA

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

### § 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: (Specify)

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

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- 1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- 2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- 3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

#### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017. Owner has the right, but not the obligation, to terminate the Contract in the event that the referendum relating to the construction of the Project fails to achieve the statutorily required threshold.

#### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

#### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document

A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

#### ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

#### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

#### § 14.3 Insurance and Bonds

##### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

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

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee, and five hundred thousand dollars (\$500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

##### § 14.3.1.6 Other Insurance

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

Coverage

Limits

Init.

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 **Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given 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.)*

Construction Manager shall utilize Procore, DocuSign, Outlook and Jones Insurance Compliance.

§ 14.5 Other provisions:

**ARTICLE 15 SCOPE OF THE AGREEMENT**

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

1. AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
2. AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
3. AIA Document A133™-2019, Exhibit B, Insurance and Bonds
4. AIA Document A201™-2017, General Conditions of the Contract for Construction
5. Building Information Modeling Exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

6. Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

Supplementary and other Conditions of the Contract:

**Document Title Date Pages**

7 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

**Exhibit C** – Hourly Rates as of 3/1/2024  
**Exhibit D** – Deliverable Example

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
City of Bettendorf  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
Kent Pilcher, President  
Estes Company, LLC  
*(Printed name and title)*

Init.

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**User Notes:**

(2035037796)

# **Additions and Deletions Report for AIA® Document A133® – 2019**

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 13:27:41 CT on 12/11/2024.

## **PAGE 1**

**AGREEMENT** made as of the Sixteenth day of December in the year Two Thousand Twenty-Four

...

City of Bettendorf Public Works & Engineering  
4403 Devils Glen Road  
Bettendorf, IA 52722  
Phone: 563.344.4055

...

Estes Company, LLC d/b/a Estes Construction  
131 W. 2<sup>nd</sup> Street, Suite 400  
Davenport, IA 52801  
Phone: 563.322.7301

...

Bettendorf Police Department and City Hall  
Lot 1 Maintenance Center 2<sup>nd</sup> Addition / 1609 State Street  
Bettendorf, IA 52722

...

Bray Architects Project #3673  
220 Emerson Place, Suite 301  
Davenport, IA 52801  
Phone: 563.526.6050

## **PAGE 2**

**EXHIBIT B INSURANCE AND BONDS**

**EXHIBIT C HOURLY RATES AS OF 3/1/2024**

**EXHIBIT D DELIVERABLE EXAMPLE**

...

This agreement will cover multiple construction projects at two (2) locations. A new Police Station will be constructed along Devils Glen Rd adjacent to the Maintenance Center. That project will include construction of a single story building with community space, all necessary police functional space, partial basement, attached garage and associated parking. Additional projects will include renovations to the main level of City Hall to convert the vacated existing police department space to additional work space for all departments currently at City Hall as well as

Parks and Recreation staff. The Police Station project will be subject to a public referendum in November 2025. Renovations to City Hall will be funded separately.

PAGE 3

NA

...  
City of Bettendorf Public Works Department  
Brent Morlok, P.E. -- City Engineer  
4403 Devils Glen Road  
Bettendorf, IA 52722  
Phone: 563.344.4055  
Email: bmorlok@bettendorf.org

PAGE 4

...  
John Mahon, Delivery Team Leader, Architect & Associate  
Bray Architects  
220 Emerson Place, Suite 301  
Davenport, IA 52801  
Phone: 563.526.6053  
Email: jmahon@brayarch.com

...  
Brian Rossmiller, Sr. Preconstruction Manager  
Estes Construction  
131 W. 2<sup>nd</sup> Street, Suite 400  
Davenport, IA 52801  
Phone: 563.332.7301  
Email: brossmiller@estesconstruction.com

PAGE 5

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern, govern with order of precedence as between the Contract Documents set forth as follows: (i) Modifications; (ii) this Agreement; (iii) Specifications; (iv) Drawings (large scale governing over small scale); (v) approved submittals; (vi) information furnished by the Owner; (vii) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provisions that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not, alone, be considered a conflict. An enumeration of the Contract Documents, other than a Modification, appears in

Article 15.

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§ 3.1.3.2 The Construction Manager shall advise and consult with the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials,

preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written building information modeling and digital data protocols for the Project, using a building information modeling exhibit, to establish the protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project, and exchange of digital data.~~

PAGE 7

The Construction Manager shall comply with and give notice required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

PAGE 8

Referendum Support Services.

PAGE 11

This service, including referendum support, is offered in-kind in support of the Project and the Owner. A value of fifty thousand dollars (\$50,000), not be charged.

...

% - NA

...

Construction Manager's Fee shall be based on total construction cost once established, as set forth below:

<u>Total Construction Cost</u>	<u>CM Fee</u>
<u>\$5,000,000 – \$9,900,000</u>	<u>3.40%</u>
<u>\$10,000,000 – \$19,900,000</u>	<u>2.30%</u>
<u>\$20,000,000 – \$29,900,000</u>	<u>1.60%</u>
<u>\$30,000,000+</u>	<u>1.25%</u>

Thirty percent (30.0%) of the Construction Manager's Fee is to be billed after commencement of the Work on the first construction billing.

PAGE 12

Same as the established base fee, only if after cumulative two hundred thousand dollars (\$200,000) in changes after commencement of the Work.

...

Reserved

...

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement or additional compensation by the Owner.

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The

Construction Manager ~~may shall~~ be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

PAGE 13

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site ~~or, with the Owner's prior approval, or~~ at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, ~~with the Owner's prior approval.~~ Work.

...  
Exhibit C -- Hourly Rates as of 3/1/2024, hourly rates to be adjusted for inflation to the period of performance of the Work.

PAGE 14

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, ~~with the Owner's prior approval.~~ Documents.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, ~~with the Owner's prior approval.~~ Manager.

...  
~~§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201 - 2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, ~~with the Owner's prior approval.~~ site.

§ 7.6.7 ~~Costs of document reproductions and delivery charges.~~ Intentionally omitted.

...  
~~§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~ Intentionally omitted.

§ 7.6.10 ~~Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~ Intentionally omitted.

...  
§ 7.7.1 Other costs incurred in the performance of the Work, ~~with the Owner's prior approval.~~ Work.

PAGE 16

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the TBD day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the TBD day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

Five percent (5.0%) retainage will be withheld from each Application for Payment.

...  
General Conditions and Fee; Business Liability, Automobile, Workers' Compensation, Professional/Pollution and Umbrella Insurance; Builder's Risk; Performance and Payment Bonds; project management software charges and mobilization expenses.

PAGE 19

% - NA

PAGE 20

Litigation in a court of competent jurisdiction

PAGE 21

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017. Owner has the right, but not the obligation, to terminate the Contract in the event that the referendum relating to the construction of the Project fails to achieve the statutorily required threshold.

PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$ )~~ one million dollars (\$1,000,000) for each occurrence and ~~(\$ )~~ two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

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

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$ )~~ each accident, ( \$ ) each employee, and ( \$ ) five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee, and five hundred thousand dollars (\$500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$ )~~ per claim and ( \$ ) one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

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§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~polices~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

Construction Manager shall utilize Procore, DocuSign, Outlook and Jones Insurance Compliance.

...

- .5 Building Information Modeling Exhibit, if completed, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Exhibit C – Hourly Rates as of 3/1/2024  
Exhibit D – Deliverable Example

City of Bettendorf

Kent Pilcher, President  
Estes Company, LLC

## 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 13:27:41 CT on 12/11/2024 under Order No. 2114514693 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Bettendorf Police Department and City Hall  
Lot 1 Maintenance Center 2<sup>nd</sup> Addition / 1609 State Street  
Bettendorf, IA 52722

**THE OWNER:**

*(Name, legal status and address)*

City of Bettendorf Public Works & Engineering  
4403 Devils Glen Road  
Bettendorf, IA 52722

**THE ARCHITECT:**

*(Name, legal status and address)*

Bray Architects  
220 Emerson Place, Suite 301  
Davenport, IA 52801

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**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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



init.

/

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User Notes:

(1379098988)

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 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.

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, 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 if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, 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.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon 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 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon 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 only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

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

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

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

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

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

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 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 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 9.5.1, 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 Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. 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 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

### § 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special 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 9.8.4.

### § 3.6 Taxes

The Owner is tax exempt. Notwithstanding, except to the extent the exemption applies, the Contractor shall pay any applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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**§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

**§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** 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 contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials 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 materials from and about the Project.

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for 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.

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### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

### § 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and 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.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

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## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The 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.

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

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

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

### **§ 6.2 Mutual Responsibility**

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

#### § 6.3 Owner's Right to Clean Up

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

### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

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

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

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

#### § 7.2 Change Orders

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

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

#### § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

**§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. 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. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

**ARTICLE 8 TIME**

**§ 8.1 Definitions**

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

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

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

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

### § 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) 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.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data 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 that 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.

#### § 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

#### § 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 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.

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; 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.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in 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.

### **§ 9.9 Partial Occupancy or Use**

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

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

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

**§ 9.10 Final Completion and Final Payment**

§ 9.10.1 Upon receipt of the Contractor's 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. 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 listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 Safety Precautions and Programs**

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

**§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials and Substances**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in 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.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** 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 the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** 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.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** 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 the Contract Documents, 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.

#### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner 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 the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, 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.

#### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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 the 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 11.3.1 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.

**§ 11.3.2** 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 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9-9.1, or by terms of any 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

#### § 12.3 Acceptance of Nonconforming Work

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, 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 15.4.

#### § 13.2 Successors and Assigns

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

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

#### § 13.3 Rights and Remedies

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

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

#### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of 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.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

#### § 13.5 Interest

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 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, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and 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 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 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 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 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 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

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### § 15.1.7 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 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those 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 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

### § 15.4 Arbitration

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

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

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

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

Init.

**§ 15.4.4 Consolidation or Joinder**

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

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

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

# Additions and Deletions Report for AIA® Document A201® – 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 09:29:18 CT on 12/11/2024.

## PAGE 1

Bettendorf Police Department and City Hall  
Lot 1 Maintenance Center 2<sup>nd</sup> Addition / 1609 State Street  
Bettendorf, IA 52722

...

City of Bettendorf Public Works & Engineering  
4403 Devils Glen Road  
Bettendorf, IA 52722

...

Bray Architects  
220 Emerson Place, Suite 301  
Davenport, IA 52801

## PAGE 11

The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

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 and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

## PAGE 15

The Owner is tax exempt. Notwithstanding, except to the extent the exemption applies, the Contractor shall pay any applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## PAGE 19

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

# 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 09:29:18 CT on 12/11/2024 under Order No. 2114514693 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

<b>HOURLY RATES</b>			
3/1/2024			
Classification	Straight Time	Over Time	Double Time
Team Leader	150.00		
Project Manager	138.00		
Preconstruction Manager	138.00		
VDC/BIM Manager	138.00		
Project Engineer	96.00	116.00	135.00
Project Coordinator	86.00	104.00	121.00
Project Accountant	86.00	104.00	121.00
General Superintendent	142.00	170.00	199.00
Sr Project Superintendent	139.00	167.00	194.00
Project Superintendent	125.00	150.00	175.00
Carpenter Foreman	110.00	132.00	153.00
Carpenter Journeyman	104.00	124.00	145.00
Laborer Foreman	98.00	118.00	139.00
Laborer	96.00	116.00	135.00
Cement Finisher Foreman	104.00	124.00	146.00
Cement Finisher Journeyman	101.00	122.00	143.00
Tool and Equipment Manager	96.00	116.00	135.00

\*\* The above rates are given to City of Bettendorf as Exhibit C to base CMAR Agreement to establish the expectation of future labor rates of Estes Construction, subject to adjustment based on performance time of the Work. \*\*

CITY OF BETTENDORF  
 BETTENDORF, IOWA  
 POLICE STATION AND CITY HALL PROJECT  
 Bray Project No. 3673

Bray Associates Architects, Inc.  
 Davenport | Milwaukee | Moline | St. Paul | Sheboygan

Monday | October 14, 2024

\* The following breakdown is preliminary based on limited project information. In some cases costs are not based on monthly recurrence, but rather are fixed or periodic and thus for the purposes of this response, spread over the stated duration. The costs below are in current dollars. Escalation to March of 2027 may affect costs and will be reflected in budget updates through pre-construction phase.

**CONSTRUCTION MANAGER AT RISK FEE AND GENERAL CONDITIONS PROPOSAL**

**CONSTRUCTION MANAGER NAME:** Estes Construction

PROJECT / SCHOOL DETAILS			Notes
1.	Estimated Construction Cost	\$ 35,122,650	
2.	Hypothetical Construction Timeline	October 2026 - February 2028	Hypothetical Construction of Police Department- October 2026 - September 2027 followed by Construction of City Hall - September 2027 - February 2028
CONSTRUCTION MANAGER FEE		Fee	Notes
1.	Pre-construction phase		This service, including referendum support, is offered in-kind in support of the project and the City of Bettendorf. A value of \$50,000, not to be charged.
2.	Payment & performance bond	0.75%	Based on total contract value inclusive of GC's and Fee.
3.	Percentage fee on total construction cost of \$5.0M - \$9.9M	3.40%	Based on stated 16 month schedule.
4.	Percentage fee on total construction cost of \$10.0M - \$19.9M	2.30%	Based on stated 16 month schedule.
5.	Percentage fee on total construction cost of \$20.0M - \$29.9	1.60%	Based on stated 16 month schedule.
6.	Percentage fee on total construction cost of \$30.0M or higher	1.25%	Based on stated 16 month schedule.
7a.	Percentage fee charged on change order work		Same as established base fee, only if after cumulative \$200,000 in changes after starting.
7b.	Percentage markup on subcontractor change order work		Same as established base fee, only if after cumulative \$200,000 in changes after starting.
7c.	Additional fee charged on self-performed work		Per RFP and referenced statute, this work must be bid, any fee will be included in such bid.
8.	Insurance	0.90%	Based on total contract value inclusive of GC's and Fee.
Please complete the general conditions breakdown below identifying if each item is included in your percentage fee provided in 3. above. For items that are not included in your percentage fee, please provide the <b>MONTHLY COST</b> (not hourly or weekly) for each item. Please complete every item with the appropriate dollar value or note that it is included in your percentage fee. It is the City's expectation that you provide a cost for each item below. If items are noted as "by owner" or "by subcontractor", please explain how the City will ensure they receive the best value. For categories that are identified as not included, "by owner", "by subcontractor", or similar language the District may assume the highest cost presented for this category by competing construction managers in order to create an "apples to apples" comparison of general conditions.			
GENERAL CONDITIONS BREAKDOWN			With project conditions not yet fully known, ranges provided.
Personnel & Home Office Expenses		Monthly Cost	Notes
1.	Principal / Project Executive	\$ -	In Fee.
2.	Project Manager	\$ 5,400 - 16,300	Pending phasing requirements.
3.	Assistant Project Manager / Project Engineer	\$ 7,500 - 15,000	Pending schedule and phasing conditions.
4.	Superintendent	\$ 22,000 - 23,250	Full time onsite plus ramp up and transition time.

5.	Assistant Superintendent			PE fills role.
6.	Safety Personnel	\$	1,800 - 2,200	
7.	Administrative / Support Staff	\$	2,500 - 3,300	Project Coordinator and Accounting Support.
8.	Estimator	\$	2,500 - 3,500	PreConstruction Manager.
9.	Quality Control Personnel			In Fee, by Project Team.
10.	Building Information Modeler	\$	2,000 - 3,000	Clash detection and construction coordination only.
11.	Construction Scheduler			In Fee, by Project Team.
12.	Travel and/or Lodging			Included in Truck line below.
13.	Copying/Duplication Expenses			Bid documents are reimbursable by designer.
14.	Other: _____			
<b>Personnel &amp; Home Office Sub-Total:</b>		<b>\$</b>	<b>43,700</b>	

<b>On-Site Construction Manager Expenses</b>		<b>Monthly Cost</b>		<b>Notes</b>
1.	Job Trailer (setup, removal, utility hookups & operating costs)	\$	1,100 - 1,800	With project conditions not yet fully known, ranges provided.
2.	Furniture/Fixtures			Included above
3.	Telecommunications (trailer phone, trailer fax, mobile phones, etc.)	\$	500 - 700	
4.	Office Supplies			Included above
5.	Postage, delivery and/or courier services			Included above
6.	Technology - Computer, Internet, Printer, etc.			Included above
7.	Copier			Included above
8.	Superintendent Vehicle (including all expenses)	\$	1,400 - 1,600	
9.	All other construction management staff travel	\$	150 - 200	
10.	Other: _____			
<b>On-Site Construction Manager Expenses Sub-Total:</b>		<b>\$</b>	<b>3,150</b>	

<b>On-Site Construction Expenses</b>		<b>Monthly Cost</b>		<b>Notes</b>
1.	Temporary Heat (equipment and fuel)			<b>This section is budgetary, pending design and enhanced project knowledge. Not all costs are applicable to all months, values indicated assume total cost billed over entire schedule.</b>
2.	Temporary Electricity	\$	2,500 - 4,000	
3.	Other Temporary Utilities			
4.	Temporary Enclosures			To be evaluated with design and construction sequencing, included as cost of work.
5.	Surveying			Subcontractor needs covered in bids.
6.	Construction Signage			Included below.
7.	Daily Clean-Up	\$	6,000 - 8,000	Including dumpsters.
8.	Weekly Clean-Up			Included in cleaning above.
9.	Final Clean-Up			To be competitively bid.
10.	Progress Photography			Included in fee (Not professional photography).
11.	Dumpsters / Hauling / Tipping Fees			Included above. Portion bid by contractors.
12.	Tools / Equipment			Any tools / equipment required by CM should be noted here (Tools required for performance of trade work to be included in competitive lump sum bid direct to owner per RFP).
13.	Safety Fencing and/or Barricades	\$	700 - 1,100	Anticipated perimeter fence only, subcontractors will include safety controls at their work. Includes signage.
14.	Temporary Road(s)			Cost of work, by subcontractor, potentially as part of road base.
15.	Street Cleaning			Some anticipated above, all subcontractors will be required to clean up after themselves.
16.	Temporary Stairs / Ladders			None anticipated, bid as cost of work if needed.

17.	Temporary Toilets	\$	1,000	- 1,200	
18.	Concrete and Soils Testing				3rd party by owner.
19.	Fire Extinguishers				Included in safety below.
20.	Safety Supplies and/or Equipment				Included in subcontractor bids.
21.	Storage Sheds and/or Trailers				Included in subcontractor bids.
22.	Other: _____	\$	-		
<b>On-Site Construction Expenses Sub-Total:</b>		<b>\$</b>	<b>10,200</b>		

<b>Miscellaneous Expenses</b>		<b>Monthly Cost</b>		<b>Notes</b>	
1.	Punch List	\$	-	In Fee, by Project Team.	
2.	As-Built Document Maintenance		-	In Fee, by Project Team.	
3.	Operation / Maintenance Manuals		-	Electronic version provided at no cost.	
4.	Trucking / Yard Expenses		-	In Fee, by Project Team.	
5.	Mobilization / Demobilization		-	In Fee, by Project Team.	
14.	Other: <u>Document Management Software</u>	\$	5,500	- 7,600	Based on \$35M Budget.
<b>Miscellaneous Expenses Sub-Total:</b>		<b>\$</b>	<b>5,500</b>		

<b>Summary</b>		<b>Subtotal</b>	<b>Totals</b>
1.	Pre-construction phase	\$ -	\$ -
2.	Payment & performance bond	\$ 263,420	\$ 263,420
3.	Percentage fee on total construction cost of \$32.5M - \$37.5M	\$ 439,033	\$ 439,033
4.	Insurance	\$ 316,104	\$ 316,104
5.	Personnel & Home Office Sub-Total @ 16 Months	\$ 699,200	\$ 699,200
6.	On-Site Construction Manager Expenses Sub-Total @ 16 Months	\$ 50,400	\$ 50,400
7.	On-Site Construction Expenses Sub-Total @ 16 Months	\$ 163,200	\$ 163,200
8.	Miscellaneous Expenses Sub-Total @ 16 Months	\$ 88,000	\$ 88,000
<b>Totals:</b>		<b>\$ 2,019,357</b>	<b>\$ 2,019,357</b>

**Notes:**

1. Please add as many additional lines as necessary to clearly convey the costs the City can anticipate.
2. Anything indicated to be paid for by the owner will be at cost and only subject to the construction manager's quoted percentage markup in 3 above
3. All home office personnel are to be included in your fee. They will not be reimbursed, even when they visit the job site.

**CITY OF BETTENDORF  
CITY COUNCIL MEETING MINUTES**

**DECEMBER 3, 2024**

The City Council of Bettendorf, Iowa met in regular session on December 3, 2024, at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

The City of Bettendorf broadcasted this public meeting online at [www.bettendorf.org/YouTube](http://www.bettendorf.org/YouTube).

**Council Members Present:** Adamson (Virtually), Brown, Jager, Sechser, Naumann, Baden

**Council Member(s) Absent:** Palczynski

**Presiding:** Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance followed by an Invocation given by Bettendorf Police and Fire Chaplain, Father Jason Crossen of Our Lady of Lourdes Catholic Church.

**RECOGNITIONS**

Mayor Gallagher presented a plaque to the Pleasant Valley Girls Volleyball Team and Coach Amber Hall for their accomplishment as the 2024 Class 5A IGHS AU State Volleyball Champions.

**PUBLIC REQUESTS OF COUNCIL**

No one addressed the Council, and the session was closed.

**PUBLIC HEARING REGARDING AMENDING BETTENDORF CITY CODE TITLE 10, BUILDING AND DEVELOPMENT (CASE 24-070-ORD)**

Mayor Gallagher asked Council for any questions. None presented. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the public hearing. No one addressed the Council, and Public Hearing was closed.

**ORDINANCE**

Council Member Sechser presented the first reading of an ordinance amending Bettendorf City Code Title 10, Building and Development, and made a motion to approve the ordinance at its first reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Jager (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 6-0.

**ORDINANCE – THIRD AND FINAL READING AMENDING BETTENDORF CITY CODE TITLE 11, CHAPTER 14 – SIGN ORDINANCE (CASE 24-068-ORD)**

Council Member Brown presented the second reading of an ordinance amending Bettendorf City Code Title 11, Chapter 14 – Sign Ordinance, and made a motion to approve the ordinance at its second reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Jager (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 6-0.

**RESOLUTION REGARDING YEAR-ROUND SUPPORT TO HUMILITY HOMES AND SERVICES, INC. IN THE AMOUNT OF \$10,000 FOR SHELTER OPERATIONS IN THE GREATER QUAD CITIES**

Council Member Baden presented a resolution approving the City of Bettendorf’s commitment for year-round support to Humility Homes and Services, Inc. in the amount of \$10,000 for shelter operations in the greater Quad Cities, and made a motion to approve the resolution as presented. Council Member Sechser seconded the motion. Mayor Gallagher asked for any discussion from Council. Council Member Jager thanked Humility Homes for the presentation last evening at Committee of Whole. Roll call vote indicated Adamson (aye); Brown (aye); Jager (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 6-0.

**CONSENT AGENDA**

Mayor Gallagher asked for a motion to approve the Consent Agenda as presented. Council Member Jager made a motion to approve the Consent Agenda as presented, and Council Member Sechser seconded the motion. Mayor Gallagher asked Council for any questions. None Naumann. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Jager (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 6-0.

**ADJOURNMENT**

There being no further business, Council Member Baden made a motion to adjourn, and Council Member Sechser seconded the motion. The meeting was adjourned at approximately 7:12 p.m.

\_\_\_\_\_  
Mayor Robert S. Gallagher

Attest:

\_\_\_\_\_  
City Clerk Decker P. Ploehn

**CONSENT AGENDA  
DECEMBER 3, 2024**

**ALL ITEMS APPEARING BELOW ARE CONSIDERED ROUTINE BY THE CITY COUNCIL  
AND SHALL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM SHALL BE  
REMOVED AND DISCUSSED SEPARATELY**

- A. Minutes from November 19, 2024 (Approve and Adopt)
- B. Resolution receiving the City's FY23/24 Annual Street Report. (Approve and Adopt)
- C. Resolution authorizing staff to enter into contract with Oracle America Inc. for the implementation and cloud services subscription related to NetSuite for Government Utility Billing Software. (Approve and Adopt)
- D. Resolution awarding the contract and approving the contract and bond for the Palmer Hills Golf Course Entrance Culvert Replacement Project. (Approve and Adopt)
- E. Resolution accepting improvements for the Devils Glen Widening Project from Forest Grove Drive to Crow Lake Drive. (Approve and Adopt)
- F. Resolution approving the final plat of Rodruck's First Addition, submitted by Pleasant Valley Alpacas, LLC (Case 24-069-FP). (Approve and Adopt)
- G. Resolution approving the amended final plat of Competition Corner First Addition, submitted by QCR Holdings, Inc. (Case 24-002). (Approve and Adopt)
- H. Resolution approving the purchase of five (5) Ballistic Shields and Accessories, total cost not to exceed \$30,090.00. (Approve and Adopt)
- I. Resolution ratifying the City Administrator's appointment of John Byrnes to fill the Parks & Recreation Director position for the City of Bettendorf. (Approve and Adopt)
- J. Resolution approving alcohol license renewals and requests for Red Ginger, Verde, and Stout's Irish Pub. (Approve and Adopt)
- K. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Jason Schadt, Finance Director



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### Item Title

Resolution fixing date for a meeting on the proposition of the issuance of not to exceed \$11,500,000 General Obligation Bonds of the City of Bettendorf, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof.

### Explanation

In accordance with the adopted five year CIP plan for FY 24/25 and FY 25/26, and staff's recommendations, the City plans to issue the following bond issues:

**\$10,445,000 Tax Exempt General Obligation Bonds, Series 2025A (CIP Portion):** These bonds will be general obligations of the City for essential corporate purposes, backed by the City's authority to levy taxes, and will not to exceed \$11.5 million at the time of sale.

Prior to issuing the debt, a public hearing must be held. The public hearing is scheduled for the regular City Council meeting to be held January 21, 2025 at 7:00pm. A resolution setting the public hearings and the amounts to be issued are described in the attachments prepared by the City's Bond Counsel, Ahlers & Cooney, P.C. The sale date for the G.O. bonds is scheduled the morning of February 18, 2025, with award by the City Council at 7:00 pm that same day.

**\$5,855,000 Tax Exempt General Obligation Urban Renewal Bonds, Series 2025A (Urban Renewal Portion):** These bonds will be general obligations of the City for essential corporate urban renewal purposes. The bonds will be used to finance the pedestrian bridge over Middle Road, and connecting trails around the TBK Sports Complex. The bonds are backed by the City's authority to levy taxes, but principal and interest payments will be largely offset by TIF revenue. In total, bonds for this project will not exceed \$11,500,000. The first \$2,500,000 was issued earlier in 2024. A public hearing for these bonds was held January 16, 2024.

Baker-Tilly's final "Pre-Sale Summary" on the composition and terms of the proposed issues will be presented at the respective Public Hearings listed above. The City will apply to S&P Global for a rating on the G.O. bonds the week of January 27th.

### **If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

The proposed General Obligation bond issues, as structured by Baker Tilly Municipal Advisors, are covered by the City's Debt Service levy as adopted in the FY 24/25 budget. The first principal and interest payments due on these bonds have been properly included in the FY 24/25 and FY 25/26 budgets.

### List Attachments

Resolutions prepared by Ahlers & Cooney, P.C.

**ITEMS TO INCLUDE ON AGENDA**  
**CITY OF BETTENDORF, IOWA**

Not to exceed \$11,500,000 General Obligation Bonds

- Resolution fixing date for a meeting on the proposition to issue.

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

December 17, 2024

The City Council of the City of Bettendorf, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$11,500,000 GENERAL OBLIGATION BONDS OF THE CITY OF BETTENDORF, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$11,500,000 GENERAL OBLIGATION BONDS OF THE CITY OF BETTENDORF, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Bettendorf, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$11,500,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Council proposes to take action for the issuance of the Bonds and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the 21<sup>st</sup> day of January, 2025, for the purpose of taking action on the matter of the issuance of not to exceed \$11,500,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of construction, reconstruction and repair of streets, including resurfacing and paving improvements, related site improvements, including related utilities: grade crossing separations and approaches, including related to railroad crossing improvements; sidewalks, pedestrian underpasses and overpasses, alleys, public ground and trail right of way; acquisition

and installation of traffic control devices; acquisition, construction, improvement and installation of street lighting fixtures, connections and facilities; construction, reconstruction, enlargement, improvement and repair of bridges, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River; equipping the fire department, including acquisition of fire trucks.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: January 1 and January 14, 2025 (dates inclusive))

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF BETTENDORF, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED ISSUANCE OF NOT TO  
EXCEED \$11,500,000 GENERAL OBLIGATION BONDS OF  
THE CITY (FOR ESSENTIAL CORPORATE PURPOSES),  
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Bettendorf, State of Iowa, will hold a public hearing on the 21<sup>st</sup> day of January, 2025, at 7:00 P.M., in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$11,500,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay the costs of construction, reconstruction and repair of streets, including resurfacing and paving improvements, related site improvements, including related utilities: grade crossing separations and approaches, including related to railroad crossing improvements; sidewalks, pedestrian underpasses and overpasses, alleys, public ground and trail right of way; acquisition and installation of traffic control devices; acquisition, construction, improvement and installation of street lighting fixtures, connections and facilities; construction, reconstruction, enlargement, improvement and repair of bridges, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River; equipping the fire department, including acquisition of fire trucks.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$12.35. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The bond may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

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

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this 17<sup>th</sup> day of December, 2024.

---

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

PASSED AND APPROVED this 17<sup>th</sup> day of December, 2024.

---

Mayor

ATTEST:

---

City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF SCOTT )

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF SCOTT )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Bettendorf, in the County of Scott, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Not To Exceed \$11,500,000 General Obligation Bonds)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Quad City Times", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2025.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

10.445 Million GO 2025

---

I-74 Bridge Commitment	800,000
RR Quiet Zones	1,200,000
Bridge Maintenance Program	500,000
Sidewalk & Rec Trail Program	1,275,000
Alley Rehab	450,000
Street Resurfacing	750,000
Street Reconstruction*	1,000,000
53rd Ave. Widening	1,300,000
Remington Rd.	200,000
Devils Glen Rd. Widening	1,650,000
Traffic Signals	875,000
Fire Truck	700,000

---

10,700,000

5.855 Million UR GO

---

Middle Road Pedestrian Bridge	6,000,000
-------------------------------	-----------

**\*Street Reconstruction Projects include:**

Happy Joe Drive (Middle to End)

Erin St. (26th to Thorne)

27th St. (26th to Central)

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024

**REQUESTED BY:** Jeff Reiter, Asst. City Administrator/  
Economic Development Director



### Item Title

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO ESTABLISH THE MIDDLE AND FOREST GROVE, LLC AND FG80 HOLDINGS, LLC TAX INCREMENT FINANCING DISTRICT.**

### Explanation

In 2022, and then amended in 2023, the City of Bettendorf entered into a Development Agreement with Middle and Forest Grove, LLC and FG80 Holdings, LLC for the development of land generally located east of Middle Road and North of Forest Grove Drive, in order to support the future tourism and economic development of that corridor which neighbors the TBK Bank Sports Complex and adjacent commercial properties.

This development falls within the I-80 Urban Renewal Plan and Area, and the Development Agreement terms have, and will continue to be in full force and effect. As part of said Development Agreement, an exhibit with a map and legal description of the area in which the City and the Developers mutually agreed would qualify for Tax Increment Financing (TIF) support was included.

Prior to issuing TIF rebates, an Ordinance establishing the TIF District and citing of the base year of valuation are required. Per the amended Development Agreement, the base year valuation is being established as the year 2021. At this time, staff requests a Public Hearing be set to establish the Middle and Forest Grove, LLC and FG80 Holdings, LLC Tax Increment Financing District, in order to honor the terms of the afore mentioned Development Agreement.

**If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

- N/A

### List Attachments

- Resolution
- Ordinance
- Legal Description and Map of Proposed TIF District

**RESOLUTION \_\_\_\_\_-24**

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO  
ESTABLISH THE MIDDLE AND FOREST GROVE, LLC AND FG80 HOLDINGS, LLC  
TAX INCREMENT FINANCING DISTRICT**

WHEREAS, the City of Bettendorf previously established the I-80 Urban Renewal Plan and Area, and

WHEREAS, in February, 2022, the City of Bettendorf, Middle and Forest Grove LLC, and FG80 Holdings, LLC negotiated a Development Agreement for the development of the property generally located east of Middle Road and north of Forest Grove Drive, and

WHEREAS, in September, 2023, the City of Bettendorf, Middle and Forest Grove LLC, and FG80 Holdings, LLC amended the Development Agreement for the development of the property generally located east of Middle Road and north of Forest Grove Drive, and

WHEREAS, establishing the new Middle and Forest Grove LLC and FG80 Holdings, LLC Tax Increment Financing District within I-80 Urban Renewal Area is required, and

WHEREAS, the City Council, through the Development Agreement, determined the public purpose would be accomplished through the creation of new businesses that generate public gains and benefits as mandated by Section 15A of the Code of Iowa.

NOW, THEREFORE IT BE RESOLVED BY THE CITY OF BETTENDORF that January 7, 2025 at 7pm in the Bettendorf City Hall Council Chambers at 1609 State Street is hereby established as the date, time and location for a public hearing for the proposed Middle and Forest Grove LLC, and FG80 Holdings, LLC Tax Increment Financing District.

Passed, Approved and Adopted this 17<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Mayor Robert S. Gallagher

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

**ORDINANCE PROVIDING THAT TAX INCREMENT REVENUES LEVIED AND COLLECTED EACH YEAR ON PROPERTY LOCATED WITHIN THE I-80 URBAN RENEWAL AREA, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF BETTENDORF, COUNTY OF SCOTT, PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID URBAN RENEWAL PROJECT**

WHEREAS, the City Council of the City of Bettendorf, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 36-90, passed and approved on the 4th day of September, 1990, adopted the Bettendorf Urban Renewal Plan (the "Urban Renewal Plan") and has been amended to include an urban renewal area known as the I-80 Urban Renewal Area (the "Urban Renewal Project Area"), which Urban Renewal Project Area includes the lots and parcels located within the area legally described in "Exhibit A" attached to this ordinance; and

WHEREAS, the City Council desires to establish the Middle and Forest Grove, LLC and FG80 Holdings, LLC Tax Increment Financing District for the division of revenue pursuant to Section 403.19 of the Code of Iowa for the following lots and parcels located within the area legally described in "Exhibit A" (the "TIF District"); and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Bettendorf, Iowa in the future to finance urban renewal projects within the TIF District carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Bettendorf, Iowa desires to provide for the division of revenue from taxation in the TIF District, as described below, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the TIF District legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Bettendorf, County of Scott, Pleasant Valley Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in the Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the TIF District, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Bettendorf certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of the Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Bettendorf, Iowa hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Bettendorf, Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the TIF District pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant Section 298.2, but only to the extent authorized in Section 403.19(2), and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the Urban Renewal Project Area without and limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the TIF District exceeds the total assessed value of the taxable property in the TIF District as shown by the assessment role referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the TIF District shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Bettendorf, Iowa referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the TIF District shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts or ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the TIF District, as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the TIF District and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Robert S. Gallagher, Mayor

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

## **Exhibit A**

### **Legal Description**

That part of Sections 1 and 2, Township 78 North, Range 4 East of the 5th P .M., Scott County, Iowa particularly described as follows: Beginning at the Southwest Corner of the East Half of the Northeast Quarter of said Section 2; running thence East 25.10 chains; thence North 9.20 chains; thence North 63° East 8.76 chains; thence North 5.08 chains; thence East 7.33 chains to the East line of the West Half of the Northwest Quarter of said Section 1 ; thence North 22.12 chains to the North line of said Section 1 ; thence West along the North line of Sections 1 and 2, 40.09 chains to the Northwest corner of the East Half of the Northeast Quarter of said Section 2; thence South 40.25 chains to the place of beginning, containing 139.61 acres.

Except that portion thereof conveyed to the State of Iowa by Warranty Deed dated October 8, 1962 and recorded in Book 266 of Deeds at page 328, records of the office of the Recorder of Scott County, Iowa.

Also except that portion thereof conveyed to the City of Bettendorf, Iowa, by Deed dated May 18, 2017 and recorded as Document #2017-12547, records of the office of the Recorder of Scott County, Iowa.

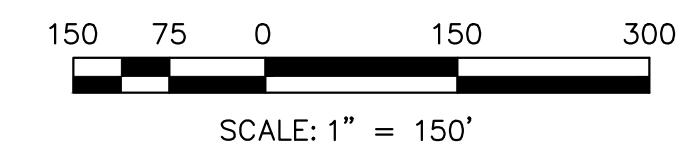
## Legal Description

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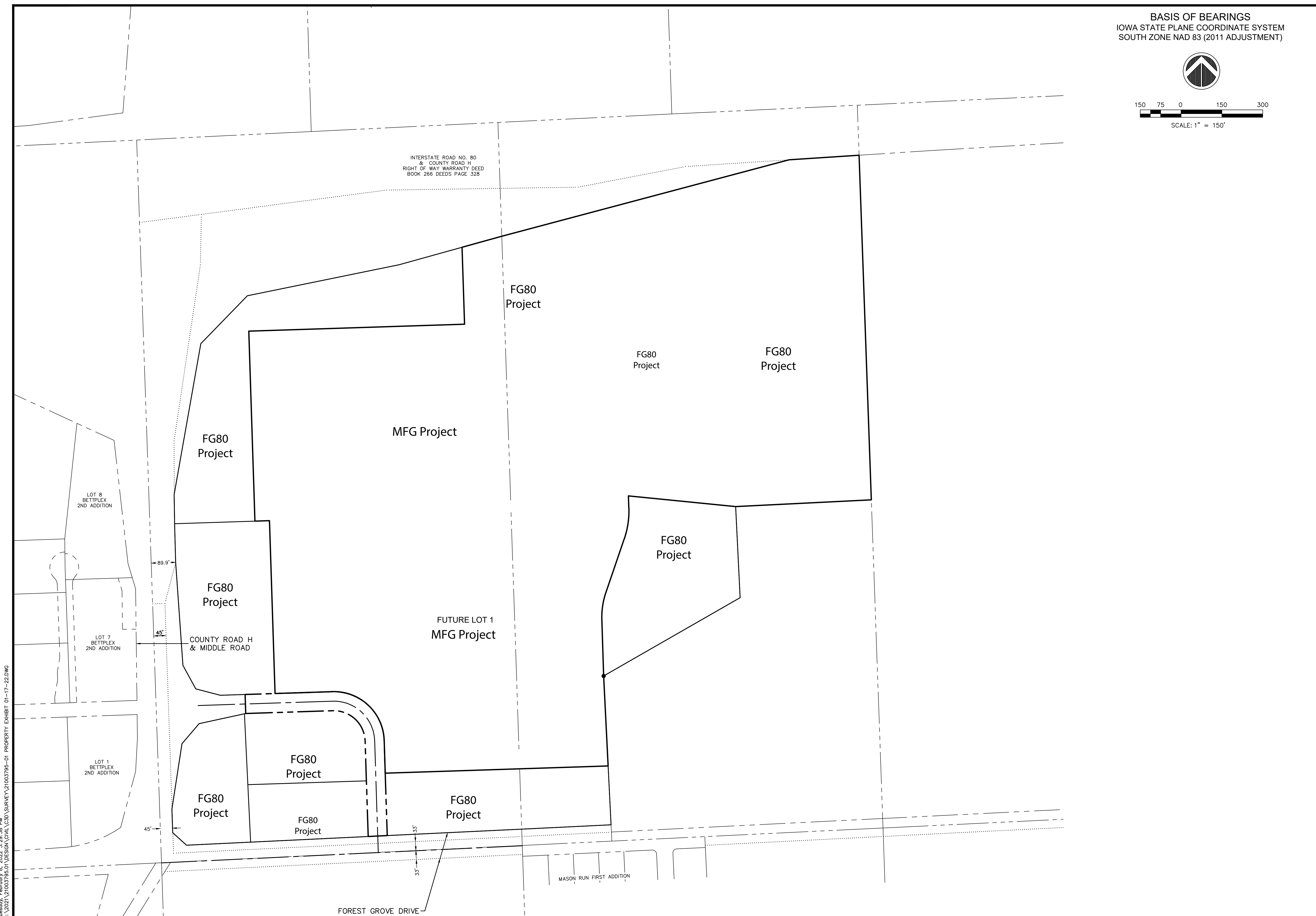
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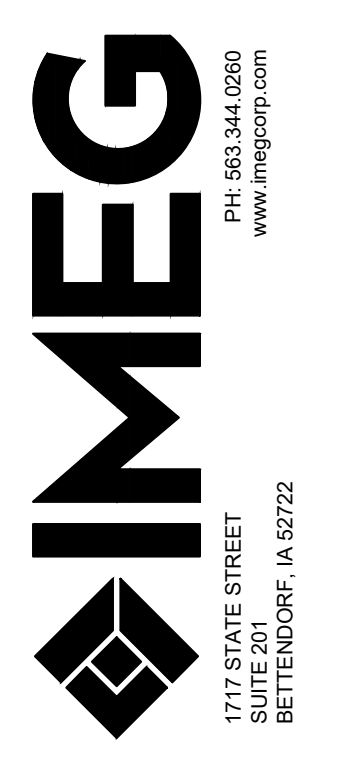
BASIS OF BEARINGS  
 IOWA STATE PLANE COORDINATE SYSTEM  
 SOUTH ZONE NAD 83 (2011 ADJUSTMENT)



INTERSTATE ROAD NO. 80  
 & COUNTY ROAD H  
 RIGHT OF WAY WARRANTY DEED  
 BOOK 266 DEEDS PAGE 328



REVISIONS	DESCRIPTION	DATE
No.		



**FG 80 HOLDINGS**  
 BETTENDORF, IOWA  
**FUTURE LOT EXHIBIT**

IMEG Project No:  
 21003795.01  
 File Name:  
 21003795-01 Property Exhibit  
 4-1-22.dwg  
 © COPYRIGHT 2022  
 ALL RIGHTS RESERVED  
 Field Book No:  
 Drawn By: DAB  
 Checked By: \*\*\*  
 Date: 11/10/2021

Tuesday, February 8, 2022 3:28:38 PM  
 G:\2021\21003795.01\DESIGN\CIVL\C30\SURVEY\21003795-01 PROPERTY EXHIBIT 01-17-22.DWG

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Mike Arnold, Building Maintenance Supervisor



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### Item Title

Resolution authorizing the Director of Public Works to issue a purchase order to Electrical Engineering & Equipment Company (3E) for a new emergency backup power generator at City Hall.

### Explanation

The existing diesel (125kw) emergency backup power generator at City Hall is twenty-nine (29) years old and due for replacement based on age. This emergency backup generator is not only important for the crucial functions of City Hall, but this generator will also service the police and fire stations by providing a reliable power source during power outages, allowing critical operations like communication systems, lighting, life-saving equipment, and enabling first responders to continue their duties even during emergencies and disasters, effectively supporting public safety and rescue efforts.

3E is an approved vendor through the Sourcewell Cooperative Purchasing Group and has submitted a quote for a new Kohler 137kw generator in the amount of \$73,251.34. The City's purchasing policy allows for purchases to be made through joint purchasing groups without going through a separate bidding process. This process has been utilized for this purchase.

The installation of this generator will be provided by Tri-City Electric Company through a separate Council letter and resolution. Work includes the removal of the existing generator and switches, reconfiguring wiring to code requirements, and installing the new generator, exterior switches, and enunciator.

Rather than sell this generator once it is taken offline, staff will investigate the potential and costs to repurpose this generator at another City facility.

### **If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

This project (AD0033) is funded within the Community Improvement Program (CIP) with a budget of \$200,000.00.

### List Attachments

Resolution, Quote.

**RESOLUTION NO. \_\_\_\_\_-24**

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO ELECTRICAL ENGINEERING & EQUIPMENT COMPANY FOR A NEW EMERGENCY POWER GENERATOR AT CITY HALL**

WHEREAS, the City's purchasing policies require that any contract purchases in the amount of \$25,000 or greater be approved by a City Council resolution; and

WHEREAS, the purchase of the emergency power backup generator is a key component of maintaining crucial functions of City Hall, but this generator will also service the police and fire stations by providing a reliable power source during power outages; and

WHEREAS, Electrical Engineering & Equipment Company (3E) is an approved Sourcewell vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Director of Public Works is authorized to issue a purchase order to Electrical Engineering & Equipment Company in the amount of \$73,251.34.

Passed, Approved and Adopted this 17<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Robert S. Gallagher, Mayor

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

## BID TAB

The emergency power generator at City Hall is 29 years old and due for replacement based on age.

The generator and associated equipment are supplied through Sourcewell, a joint government purchasing program

*This bid tab is for purchase of the primary equipment only and does not include installation.*

Sourcewell program

\$73,251.34

---





Electrical Engineering & Equipment  
 1320 W Kimberly Rd Suite 11  
 Des Moines, IA 50306  
 P: 563-323-2214  
 F: 563-323-2261

Job Name: City Hall FD (150kw Sourcewell)

Offer: 24073 R.4

Quote Number:0027153696

Quote Submitted: 12-05-2024

Valid Through: 01-04-2025

Version 2.00

Page: 2

	Electrical Accy.,Installed	2 Input/5 OutputModule
	Electrical Accy.,Installed	Generator Heater
	Electrical Accy.,Installed	Manual Speed Adjust
	Rating, LCB 1	100% Rated
	Amps, LCB 1	250
	Trip Type, LCB 1	Thermal Magnetic
	Interrupt Rating LCB 1	18kA at 480V
	Aux Contact, LCB 1	Auxiliary Contact, Qty. 1
	Rating, LCB 2	100% Rated
	Amps, LCB 2	250
	Trip Type, LCB 2	Thermal Magnetic
	Interrupt Rating LCB 2	18kA at 480V
	Aux Contact, LCB 2	Auxiliary Contact, Qty. 1
	LCB Accy. Installed	Breaker Separation Between LCB
	Fuel Lines, Installed	Flexible Fuel Lines
	Fuel System Acc.,Installed	Fuel Pressure Gauge
	Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
	Miscellaneous Accy,Installed	Coolant in Genset
	Miscellaneous Accy,Installed	Closed Crankcase Vent
	Miscellaneous Accy,Installed	Rodent Guards
	Warranty	Skid Extension & Caps
	Total unit length in inches	Standard
	Total unit width in inches	145
	Total unit height in inches	46
	Total unit weight (lbs)	94
	Weight/Dimensions Disclaimer *	5,784
		Estimates-Not for Construction
1	Battery Charger Temp. Comp. Sensor	
1	Remote Emergency Stop Switch	
1	RSA III, Annunciator only	
1	Lit Kit, 150REOZJF,Production	






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## Automatic Transfer Switch

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### Kohler Model: KCP-DCTC-0600S

3 Pole, 4 Wire, Solid Neutral, 600 amp, Kohler Standard rated Programmed automatic transfer switch, Model KCP-DCTC-0600S, rated 208V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

Qty	Description																														
1	<p>ATS KCP Transfer Switch System</p> <p>KCP-DCTC-0600S</p> <p><b>Includes the following:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Literature Languages</td> <td>English</td> </tr> <tr> <td>Mechanism</td> <td>Standard</td> </tr> <tr> <td>Transition</td> <td>Programmed</td> </tr> <tr> <td>Logic</td> <td>1500</td> </tr> <tr> <td>Voltage</td> <td>208 V / 60 Hz</td> </tr> <tr> <td>Poles &amp; Wires</td> <td>3 Pole/4 Wire, Solid Neutral</td> </tr> <tr> <td>Enclosure</td> <td>Nema 3R</td> </tr> <tr> <td>Amps</td> <td>600 Amps</td> </tr> <tr> <td>Connection</td> <td>Standard</td> </tr> <tr> <td>IBC Seismic Certification</td> <td>None</td> </tr> <tr> <td>CSA Certification</td> <td>None</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Input/Output Module, Qty 1</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Lockable User Interface Cover</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Heater, MPAC</td> </tr> <tr> <td>Warranty</td> <td>1-YR STANDARD</td> </tr> </table>	Literature Languages	English	Mechanism	Standard	Transition	Programmed	Logic	1500	Voltage	208 V / 60 Hz	Poles & Wires	3 Pole/4 Wire, Solid Neutral	Enclosure	Nema 3R	Amps	600 Amps	Connection	Standard	IBC Seismic Certification	None	CSA Certification	None	Miscellaneous Acc.,Installed	Input/Output Module, Qty 1	Miscellaneous Acc.,Installed	Lockable User Interface Cover	Miscellaneous Acc.,Installed	Heater, MPAC	Warranty	1-YR STANDARD
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Transition	Programmed																														
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Enclosure	Nema 3R																														
Amps	600 Amps																														
Connection	Standard																														
IBC Seismic Certification	None																														
CSA Certification	None																														
Miscellaneous Acc.,Installed	Input/Output Module, Qty 1																														
Miscellaneous Acc.,Installed	Lockable User Interface Cover																														
Miscellaneous Acc.,Installed	Heater, MPAC																														
Warranty	1-YR STANDARD																														
1	Lit Kit, ATS Production, KCS/KCP/KCC																														




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## Automatic Transfer Switch

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### Kohler Model: KCP-DCTC-0400S

3 Pole, 4 Wire, Solid Neutral, 400 amp, Kohler Standard rated Programmed automatic transfer switch, Model KCP-DCTC-0400S, rated 208V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

Qty	Description																												
1	<p>ATS KCP Transfer Switch System</p> <p>KCP-DCTC-0400S</p> <p><b>Includes the following:</b></p> <table border="0" style="width: 100%;"> <tr> <td>Literature Languages</td> <td>English</td> </tr> <tr> <td>Mechanism</td> <td>Standard</td> </tr> <tr> <td>Transition</td> <td>Programmed</td> </tr> <tr> <td>Logic</td> <td>1500</td> </tr> <tr> <td>Voltage</td> <td>208 V / 60 Hz</td> </tr> <tr> <td>Poles &amp; Wires</td> <td>3 Pole/4 Wire, Solid Neutral</td> </tr> <tr> <td>Enclosure</td> <td>Nema 3R</td> </tr> <tr> <td>Amps</td> <td>400 Amps</td> </tr> <tr> <td>Connection</td> <td>Standard</td> </tr> <tr> <td>IBC Seismic Certification</td> <td>None</td> </tr> <tr> <td>CSA Certification</td> <td>None</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Input/Output Module, Qty 1</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Lockable User Interface Cover</td> </tr> <tr> <td>Warranty</td> <td>1-YR STANDARD</td> </tr> </table>	Literature Languages	English	Mechanism	Standard	Transition	Programmed	Logic	1500	Voltage	208 V / 60 Hz	Poles & Wires	3 Pole/4 Wire, Solid Neutral	Enclosure	Nema 3R	Amps	400 Amps	Connection	Standard	IBC Seismic Certification	None	CSA Certification	None	Miscellaneous Acc.,Installed	Input/Output Module, Qty 1	Miscellaneous Acc.,Installed	Lockable User Interface Cover	Warranty	1-YR STANDARD
Literature Languages	English																												
Mechanism	Standard																												
Transition	Programmed																												
Logic	1500																												
Voltage	208 V / 60 Hz																												
Poles & Wires	3 Pole/4 Wire, Solid Neutral																												
Enclosure	Nema 3R																												
Amps	400 Amps																												
Connection	Standard																												
IBC Seismic Certification	None																												
CSA Certification	None																												
Miscellaneous Acc.,Installed	Input/Output Module, Qty 1																												
Miscellaneous Acc.,Installed	Lockable User Interface Cover																												
Warranty	1-YR STANDARD																												
1	Lit Kit, ATS Production, KCS/KCP/KCC																												

## Pricing Section

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**Net Price: \$73,251.34**

- This quote was completed without drawings/specification.

### Estimated Delivery Information (After Written Notice to Proceed)

- **Lead time:**
  - Generator: Approx. 20 Weeks from Approved Submittal at this time
  - ATS: Approx. 15 Weeks from Approved Submittal at this time

### **(Fuel and Off-Loading not included and by “others”)**

#### Notes & Clarification:

- Taxes not included In Net Price
- Quotation Valid for 30 Days

#### Included in Net Price

- Submittal or Shop Drawings Provided
- Shipping to Job Site
- Startup By Factory Certified Service Tech, (Provided during Normal Business Hours 7:30AM -4:30PM)
- Training at Job Site: Provided at same time as startup,

#### Not Included in Net Price (unless otherwise stated)

- Unload at Job Site
- Fuel
- Infrared Scanning
- Installation, Installation Materials
- Any Taxes
- Utility and/or Coordination Studies
- Local, State Permits, Licenses & Fees

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Due to Supply Chain issues if Engine Generator or Transfer Switch are delayed. 3E-Kohler will not pay any Consequential Damages for late deliveries beyond our control.

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## Terms Section: Page 1

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*This Quotation is based on our interpretation of specifications and drawings. Kohler and 3E limit the scope of supply for this quotation to the equipment and services listed.*

*Confidentiality Notice: This quote, including any attachments, are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.*

**Proposed By Dustin Gieselman - Davenport, IA - 3E**

By its Acceptance below, the purchaser, acting by and through its undersigned representative, hereby authorizes Electrical Engineering and Equipment (3E) to use this form as a bona fide purchase order of the equipment shown per this quotation, which Offer establishes the price and specifications of the material ordered. The purchaser's undersigned representative signs this acceptance form according to the terms and conditions and warrants that such person has the proper authority to execute this form on behalf of the purchaser indicated.

### **Notice for Equipment Power Connections**

**The purchaser's undersigned representative further acknowledges and understands on behalf of the purchaser (1) that Electrical Engineering and Equipment requires that all engine generator systems and transfer switches have startup performed by a Kohler certified technician, and (2) that damage to the engine generator, transfer switch, or end user equipment prior to startup by a Kohler certified technician will void the Kohler warranty and will not under any circumstances be the responsibility of Electrical Engineering and Equipment (3E) or Kohler Power Systems. (see check box on acceptance page)**

**Please complete "Acceptance Page and return Account Representative**

---

**Due to Supply Chain issues if Engine Generator or Transfer Switch are delayed. 3E-Kohler will not pay any Consequential Damages for late deliveries beyond our control.**

3E (Electrical Engineering & Equipment)  
1320 W. Kimberly Road, Davenport, IA 52806  
Tel: (563) 320-7386

## Terms Section: Page 2

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### Return Goods Policy

#### Stock Material

3E will accept for full credit any normal stock item(s), in normal stock quantities, subject to the following conditions:

- A. The material must be in the original carton and in resalable condition.
- B. The material has been purchased within the past 120 days.
- C. The customer furnishes 3E with the invoices/sales order number on which the material was purchased.
- D. Any applicable cash discounts will be deducted from credits.

A 10% restocking charge will apply when a normally stocked item is returned to 3E without the customer supplying the invoice/sales order number of the original purchase.

A 25% restocking charge will apply when material is returned after 120 days.

Material will not be accepted for return if any of the following conditions apply:

- A. Packaging is soiled or damaged.
- B. Material is not in original container or package.
- C. Material was purchased more than one (1) year prior.
- D. Material is obsolete.
- E. Quantities are greater than those normally stocked by 3E.
- F. Material has been altered. (Example: cut wire)

**Non-Stock & Special Order Items** - 3E will accept for return to the manufacturer any special order or non-stock merchandise subject to the following conditions:

- A. Customer must provide the invoice/sales order number of the original purchase.
- B. Manufacturer has issued a Return Good Authorization (RGA).
- C. Material must be in the original container or package.
- D. Material must be in resalable condition.
- E. Customer agrees to accept all restocking, freight, and handling charges.
- F. Any applicable cash discounts will be deducted from credits.

**3E or Manufacturer Error** - 3E will accept for immediate and full credit any item(s) shipped incorrectly by 3E or any of our vendors if returned within 30 days.

**Defective Material** - 3E will accept for credit or exchange any defective material subject to the terms and conditions of the manufacturers' stated warranty. All material is subject to inspection and if found to be in working condition will be returned to the customer.

**Damaged Material** - 3E will accept for full credit any material damaged during delivery on a 3E truck. Damaged material will be picked up and credited or replaced as soon as possible. 3E must be notified within 5 working days of any such damaged goods.

**Limitation of Liability** - 3E will not accept responsibility for any expenses such as; labor, transportation, removal, installation, or other expenses which may be incurred in connection with damaged or defective equipment without prior written approval.

All prices F.O.B. point of shipment and subject without notice. Our responsibility ceases upon delivery in good order to the transportation company.

**Payment Terms - net 25th prox.**

**Any sales/use tax due on material is the responsibility of the purchaser.**

**18% per annum, or 1.5% per month service charge on delinquent accounts.**

Electrical Engineering & Equipment Company offers no warranties expressed or implied as to quality, durability, workmanship, performance, operation or fitness of any material or apparatus sold. Electrical Engineering & Equipment Company disclaims all liability including consequential or special damages. Warranties only as provided by the manufacturer in writing apply to all articles, material and apparatus sold by Electrical Engineering & Equipment Company. Such warranties as provided by the manufacturer will be provided to any customer upon request.

**This quotation is subject to the full terms and conditions found at <http://sales.our-terms.com>**

---

3E is your Kohler Power Systems Distributor for Kansas, NW Missouri, South Dakota,  
Nebraska, Iowa & Western Illinois

**Acceptance Section:** \*\* Indicates Necessary Information Required before Submittals or Orders will be Processed

TO 

Dustin Gieselman - M: (563) 320-7386 Email: Dustin.Gieselman@3e-co.com
--

**(Please Print)**

Company Accepting this Quotation: \*\* \_\_\_\_\_

Billing Address: \*\* \_\_\_\_\_

City:\*\* \_\_\_\_\_ State \*\* \_\_\_\_\_ Zip \*\* \_\_\_\_\_

Print Name: \*\* \_\_\_\_\_ Signature\*\* \_\_\_\_\_ Date \*\* \_\_\_\_\_

Purchase Order Number \*\* \_\_\_\_\_ Project Name: \_\_\_\_\_

Amount of Order including options accepted, if any, before tax ** _____	
Please indicate by checking appropriated box.	Is this Project Taxed? ** YES <input type="checkbox"/> NO <input type="checkbox"/>
<i>(If no taxed, a tax Certificate is required with this form)</i>	
Please indicate by checking appropriated box.	Is Retainage Required? ** YES <input type="checkbox"/> NO <input type="checkbox"/>
Notice for Equipment Power Connections (Page 1 of Terms)	** YES <input type="checkbox"/>
Terms: Read and Understand 3E Terms (Page 2 of Terms)	** YES <input type="checkbox"/>

Ship To Address: \*\* \_\_\_\_\_ (Must have Physical Address, NOT PO BOX)

City: \*\* \_\_\_\_\_ State: \_\_\_\_\_ Zip:----- \_\_\_\_\_

End Users Name: \*\* \_\_\_\_\_ County \*\*---- \_\_\_\_\_

Job Site Address: \*\* \_\_\_\_\_ City: \*\* \_\_\_\_\_ State:\*\* \_\_\_\_ Zip \*\* \_\_\_\_\_

Electrical Job Site Foreman or Contact: \_\_\_\_\_ Phone \_\_\_\_\_

**Complete this Section if there is General Contractor:\*\* (Circle) --YES--NO--, If yes Provide Name, Is there a Bond (Circle) – Yes – NO ; if yes provide Bond Number: \_\_\_\_\_**

General Contractor: Name\*\* \_\_\_\_\_ Phone \*\* \_\_\_\_\_

Address \*\* \_\_\_\_\_ City \*\* \_\_\_\_\_ State\*\* \_\_\_\_ Zip \*\* \_\_\_\_\_

This acceptance page maybe used as Purchase Order and is required before submittals or orders are processed.

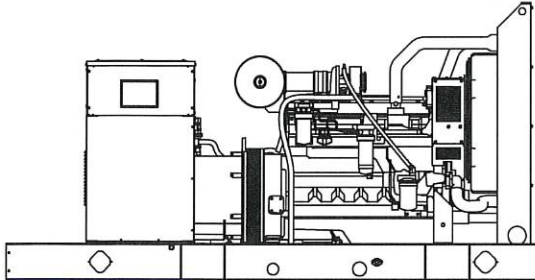
This purchase is subject to the full terms and conditions found at <http://sales.our-terms.com>



**Tier 3 EPA-Certified for Stationary Emergency Applications**

## Ratings Range

		60 Hz
Standby:	kW	106- 154
	kVA	106- 193
Prime:	kW	99- 140
	kVA	99- 175



## Generator Set Ratings

Alternator	Voltage	Ph	Hz	130°C Rise Standby Rating		105°C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps
4R13X	120/208	3	60	137/171	475	128/160	444
	127/220	3	60	143/179	469	132/165	433
	120/240	3	60	137/171	412	128/160	385
	120/240	1	60	107/107	446	99/99	413
	139/240	3	60	150/188	451	136/170	409
4S12X	220/380	3	60	124/155	235	116/145	220
	277/480	3	60	150/188	226	136/170	204
	120/208	3	60	154/193	534	140/175	486
	127/220	3	60	154/193	505	140/175	459
	120/240	3	60	154/193	463	140/175	421
4S13X	120/240	1	60	106/106	442	105/105	438
	139/240	3	60	154/193	463	140/175	421
	220/380	3	60	140/175	266	131/164	249
	277/480	3	60	154/193	232	140/175	210
	347/600	3	60	154/193	185	140/175	168
4T13X	120/208	3	60	154/193	534	140/175	486
	127/220	3	60	154/193	505	140/175	459
	120/240	3	60	154/193	463	140/175	421
	120/240	1	60	113/113	471	113/113	471
	139/240	3	60	154/193	463	140/175	421
4T13X	220/380	3	60	154/193	292	140/175	266
	277/480	3	60	154/193	232	140/175	210
	347/600	3	60	154/193	185	140/175	168

## Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- Approved for use with certified renewable Hydrotreated Vegetable Oil (HVO) / Renewable Diesel (RD) fuels compliant with EN15940 / ASTM D975.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
  - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
  - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
  - Kohler designed controllers for one-source system integration and remote communication. See Controllers on page 3.
  - The low coolant level shutdown prevents overheating (standard on radiator models only).
  - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
- Mount up to three circuit breakers to allow circuit protection of selected priority loads.

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. **Prime Power Ratings:** At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

## Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth, Permanent-Magnet
Leads: quantity, type	
4RX, 4SX	12, Reconnectable
4TX	4, 120/240 V
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Specifications	Alternator
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4R13X (12 lead)	540
480 V 4S12X (12 lead)	480
480 V 4S13X (12 lead)	570
240 V 4T13X (4 lead)	440

## Application Data

### Engine

Engine Specifications	John Deere
Manufacturer	John Deere
Engine model	6068HF285K
Engine type	4-Cycle, Turbocharged, Charge Air-Cooled
Cylinder arrangement	6 Inline
Displacement, L (cu. in.)	6.8 (415)
Bore and stroke, mm (in.)	106 x 127 (4.19 x 5.00)
Compression ratio	17.0:1
Piston speed, m/min. (ft./min.)	457 (1500)
Main bearings: quantity, type	7, Replaceable Insert
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	177 (237)
Cylinder head material	Cast Iron
Crankshaft material	Forged Steel
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Stainless Steel
Governor: type, make/model	JDEC Electronic L16 Denso HP3
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.25%
Frequency	Fixed
Air cleaner type, all models	Dry

### Engine Electrical

Engine Electrical System (12/24 Volt*)	12 Volt/24 Volt
Battery charging alternator:	12 Volt/24 Volt
Ground (negative/positive)	Negative
Volts (DC)	12/24
Ampere rating	65/45
Starter motor rated voltage (DC)	12/24
Battery, recommended cold cranking amps (CCA):	12 Volt/24 Volt
Quantity, CCA rating each	One, 640/Two, 570
Battery voltage (DC)	12

\*12-volt or 24-volt engine electrical systems are available.

### Fuel

Fuel System	11.0 (0.44)
Fuel supply line, min. ID, mm (in.)	11.0 (0.44)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, fuel pump: type, m (ft.)	Electronic, 1.8 (6.0)
Max. fuel flow, Lph (gph)	96.9 (25.6)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel prime pump	Manual
Fuel filter	
Primary	30 Microns
Secondary	2 Microns @ 98% Efficiency
Water Separator	Yes
Recommended fuel	#2 Diesel / HVO / RD

### Exhaust

Exhaust System	Dry
Exhaust manifold type	Dry
Exhaust flow at rated kW, m <sup>3</sup> /min. (cfm)	33.9 (1197)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	510 (950)
Maximum allowable back pressure, kPa (in. Hg)	7.5 (2.2)
Exhaust outlet size at engine hookup, mm (in.)	98 (3.86)

### Lubrication

Lubricating System	Full Pressure
Type	Full Pressure
Oil pan capacity, L (qt.) §	27.0 (28.5)
Oil pan capacity with filter, L (qt.) §	27.9 (29.5)
Oil filter: quantity, type §	1, Cartridge
Oil cooler	Water-Cooled

§ Kohler recommends the use of Kohler Genuine oil and filters.

# Application Data

## Cooling

Radiator System	
Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	11.3 (3.0)
Radiator system capacity, including engine, L (gal.)	25.7 (6.8)
Engine jacket water flow, Lpm (gpm)	174 (46)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	76.3 (4340)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	31.8 (1810)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	660 (26)
Fan, kWm (HP)	7.7 (10.3)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H <sub>2</sub> O)	0.125 (0.5)

\* Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F).  
Snow package enclosure with enclosed silencer reduces ambient temperature capability by 10°C (18°F).

## Operation Requirements

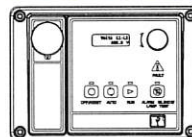
Air Requirements	
Radiator-cooled cooling air, m <sup>3</sup> /min. (scfm)‡	226.5 (8000)
Combustion air, m <sup>3</sup> /min. (cfm)	13.6 (480)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	35.9 (2040)
Alternator, kW (Btu/min.)	12.3 (700)
‡ Air density = 1.20 kg/m <sup>3</sup> (0.075 lbf/ft <sup>3</sup> )	

### Fuel Consumption\*\*

Diesel, Lph (gph) at % load	Standby Rating	
100%	44.3	(11.7)
75%	35.1	(9.3)
50%	26.3	(6.9)
25%	16.2	(4.3)
Diesel, Lph (gph) at % load	Prime Rating	
100%	40.6	(10.7)
75%	32.3	(8.5)
50%	24.0	(6.3)
25%	14.4	(3.8)

\*\* Volumetric Fuel consumption is up to 4% higher when using HVO/RD than #2 ULSD.

## Controllers



### APM402 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus<sup>®</sup> protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-161 for additional controller features and accessories.

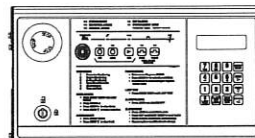


### APM603 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- 7-inch graphic display with touch screen and menu control provides easy local data access
- Measurements are selectable in metric or English units
- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Note: Parallel with other APM603 controllers only
- Generator management to turn paralleled generators off and on as required by load demand
- Load management to connect and disconnect loads as required
- Controller supports Modbus<sup>®</sup> RTU, Modbus<sup>®</sup> TCP, SNMP and BACnet<sup>®</sup>
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- UL-listed overcurrent protective device
- NFPA 110 Level 1 capability

Refer to G6-162 for additional controller features and accessories.



### Decision-Maker<sup>®</sup> 6000 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities for paralleling multiple generator sets.

- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Note: Parallel with other Decision-Maker<sup>®</sup> 6000 controllers only
- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus<sup>®</sup> protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-107 for additional controller features and accessories.

Modbus<sup>®</sup> is a registered trademark of Schneider Electric.

BACnet<sup>®</sup> is a registered trademark of ASHRAE.

## Enclosure and Subbase Fuel Tank Specifications (continued)

Fuel Tank Capacity, L (gal.)	Est. Fuel Supply Hours at 60 Hz with Full Load, Nominal/Actual	Enclosure and Subbase Fuel Tank					Fuel Tank Height (or additional skid height with no tank), mm (in.)	Sound Pressure Level at 60 Hz with Full Load, Weather/Sound, dB(A)‡
		Max. Dimensions, mm (in.)			Max. Weight, kg (lb.) *			
		Length	Width	Height	With Steel Enclosure	With Aluminum Enclosure		
<b>100REOZJF Standard Tank</b>								
No Tank	0	2821 (111.1)	1156 (45.5)	1723 (67.8)	1592 (3510)	1461 (3220)	150 (6)	82/69
791 (209)	24/25			2081 (81.9)	1875 (4134)*	1744 (3844)*	508 (20)	
1696 (448)	48/54			2386 (93.9)	2070 (4564)*	1939 (4274)*	813 (32)	
<b>100REOZJF State Code Fuel Tank †</b>								
814 (215)	24/26	3400 (133.9)	1156 (45.5)	2111 (83.1)	2105 (4641)*	1974 (4351)*	432 (17)	82/69
1571 (415)	48/50			2441 (96.1)	2345 (5170)*	2214 (4880)*	762 (30)	
3089 (816)	96/96	3607 (142.0)	1829 (72.0)	2536 (99.8)	3167 (6981)*	3042 (6706)*	813 (32.0)	
<b>125REOZJG Standard Fuel Tank</b>								
No Tank	0	3532 (139.0)	1153 (45.4)	1739 (68.5)	1651 (3632)	1515 (3333)	0 (0)	87/73
1128 (298)	24/30			2222 (87.5)	2400 (5280)*	2264 (4981)*	483 (19)	
2207 (583)	48/58			2653 (104.4)	2751 (6052)*	2615 (5753)*	914 (36)	
<b>125REOZJG State Code Fuel Tank †</b>								
1196 (316)	24/31	4414 (173.8)	1153 (45.4)	2328 (91.7)	2382 (5240)*	2446 (4941)*	483 (19)	87/73
2252 (595)	48/60			2683 (105.6)	2654 (5839)*	2500 (5511)*	838 (33)	
4403(1163)	96/113	4445 (175.0)	1829 (72.0)	2654 (104.5)	3707 (8173)*	3571 (7873)*	914 (36.0)	
<b>150REOZJF Standard Fuel Tank</b>								
No Tank	0	3532 (139.0)	1153 (45.4)	1739 (68.5)	1860 (4101)	1724 (3800)	0 (0)	86/75
1128 (298)	24/25			2222 (87.5)	2609 (5752)*	2473 (5452)*	483 (19)	
2207 (583)	48/49			2653 (104.4)	2960 (6526)*	2824 (6226)*	914 (36)	
<b>150REOZJF State Code Fuel Tank †</b>								
1196 (316)	24/27	4414 (173.8)	1153 (45.4)	2328 (91.7)	2591 (5712)*	2455 (5412)*	483 (19)	86/75
2252 (595)	48/50			2683 (105.6)	2890 (6361)*	2727 (6012)*	838 (33)	
4403(1163)	96/95	4445 (175.0)	1829 (72.0)	2654 (104.5)	3839 (8463)*	3702 (8163)*	914 (36.0)	
<b>180REOZJG Standard Fuel Tank</b>								
No Tank	0	4094 (161.2)	1338 (52.7)	2038 (80.2)	1928 (4250)	1780 (3925)	0 (0)	85/72
1514 (400)	24/31			2521 (99.3)	2861 (6307)*	2713 (5981)*	483 (19)	
2869 (758)	48/58			2927 (115.2)	3255 (7176)*	3107 (6850)*	889 (35)	
<b>180REOZJG State Code Fuel Tank †</b>								
1556 (416)	24/32	5008 (197.2)	1338 (52.7)	2601 (102.4)	3162 (6971)*	3014 (6646)*	457 (18)	85/72
2896 (765)	48/59			2906 (114.4)	3488 (7690)*	3340 (7363)*	762 (30)	
5742(1517)	96/106	5436 (214.0)	1829 (72.0)	2935 (115.5)	3760 (8289)*	3474 (7659)*	914 (36.0)	
<b>200REOZJF Standard Fuel Tank</b>								
No Tank	0	4094 (161.2)	1338 (52.7)	2025 (79.7)	2508 (5530)	2223 (4900)	0 (0)	87/74
1514 (400)	24/26			2508 (98.7)	3441 (7587)*	3156 (6957)*	483 (19)	
2869 (758)	48/49			2914 (114.7)	3836 (8456)*	3550 (7826)*	889 (35)	
<b>200REOZJF State Code Fuel Tank †</b>								
1575 (416)	24/27	5008 (197.2)	1338 (52.7)	2588 (101.9)	3743 (8251)*	3456 (7621)*	457 (18)	87/74
2896 (765)	48/50			2893 (113.9)	4069 (8970)*	3783 (8340)*	762 (30)	
5742(1517)	96/95	5436 (214.0)	1829 (72.0)	2935 (115.5)	4236 (9339)*	3950 (8709)*	914 (36.0)	

**Note:** Data in table is for reference only, refer to the respective ADV drawings for details.

\* Max. weight includes the generator set (wet) using the largest alternator option, enclosure with acoustic insulation added, silencer, and tank (no fuel).

† State code fuel tank specifications (height and weight) include I-beam option.

‡ Log average sound pressure level of 8 measured positions around the perimeter of the unit at a distance of 7 m (23 ft). Refer to TIB-114 for details.



6-17-24

# SERVICE REPORT

**ELECTRICAL ENGINEERING & EQUIPMENT CO.**  
Des Moines • Davenport • Waterloo • Burlington

Bill To: CITY OF BETTENDORF Account#: 27638 SO#: 7545572-00  
 Address: 1609 STATE ST  
 City: BETTENDORF State: IA Zip: 52722  
 Phone: 563.320.5059 Ext.: \_\_\_\_\_  
 Service Performed at: CITY HALL 1609 STATE ST BETTENDORF, IA Contact: MIKE-563.343.2443  
52722 GATE CODE -03150

ENGINE		GENERATOR		TRANSFER SWITCH	
Make CUMMINS		Make ONAN		Make ONAN	
Model 6CT8.3-G		Model 125DGEA		Model OT 400 - SPEC 6338J - INSIDE OTECSEC-7701014 SPEC A - OUTSIDE	
Serial # 45247788 CPL 0985		KW/KVA 125 / 156		Serial # K950591854 / D090238950	
Fuel DIESEL		Serial # J950588311		<b>BATTERY CHARGER</b>	
Cooling RAD		Spec # 78548J		Make <u>ONAN</u>	Volts <u>24</u>
Air Cleaner		Fuel Filter and Lines		Model <u>N/A</u>	Amp <u>6</u>
Battery	<u>6-17-24</u>	Hoses		Brushes	<u>N/A</u>
	<u>N</u>			Commutator and Rings	<u>N/A</u>
Belts	<u>C</u>	Oil and Filter <u>68 PSI</u>	<u>C</u>	Voltage Regulator	<u>C</u>
Carburetor Injectors	<u>C</u>	Points and Condenser	<u>N/A</u>	Fuel	<u>C</u>
Coolant <u>170 °F -34°F</u>	<u>C</u>	Spark Plugs	<u>N/A</u>	Fuel Tanks <u>68% Full</u>	<u>C</u>
Exhaust System	<u>C</u>	Timing	<u>C</u>	Ventilation	<u>C</u>
Block Heater <u>2020</u>	<u>C</u>	Mounting	<u>C</u>	Faults	<u>C</u>

**Nov 95**

VDC  
C 26  
O 28

N- New C - Checked S - See Note N/A - Not Applicable

Exerciser Clock	Time	Day
<u>Onan Ex Clock</u>	<u>8 AM</u>	<u>FRI</u>

Qty	Vendor Code	Part Number	Description	Price	SERVICE Service Notes
-----	-------------	-------------	-------------	-------	-----------------------

**WORK COMPLETED**

2	<del>7140</del>	<del>GM106376-S</del>	BATTERIES- ASK 1ST		• Recommend replace block heater no later than 2026 with <u>353945-S</u> 1500w Heater
	<u>7140</u>	<u>904D</u>	<u>DATA Batteries</u>	<u>OK'D</u>	
		<u>GM106376-S</u>			

**WORK RECOMMENDED NEXT VISIT**

--	--	--	--	--	--

**WORK RECOMMENDED RIGHT AWAY**

--	--	--	--	--	--

Hour Meter - Last Service 1771.1 Hour Meter - This Service 1797 TIME WORKED LABOR - 1.25 TRAVEL - 0.25 2mi

EMAIL ADDRESS: marnold@bettendorf.org

AB 209 AC 211 BC 209 Utility  
 AB 208 AC 208 BC 208 Generator  
 HZ 60

Served By / Date: [Signature] 6-17-24  
 Witnessed By: \_\_\_\_\_  
 Date of Next Service: \_\_\_\_\_

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Mike Arnold, Building Maintenance Supervisor



---

### Item Title

Resolution authorizing the Director of Public Works to issue a purchase order to Tri-City Electric Company for the installation of a new emergency backup power generator at City Hall.

### Explanation

The existing diesel (125kw) emergency backup power generator at City Hall is twenty-nine (29) years old and due for replacement based on age. This emergency backup generator is not only important for the crucial functions of City Hall, but this generator will also service the police and fire stations by providing a reliable power source during power outages, allowing critical operations like communication systems, lighting, life-saving equipment, and enabling first responders to continue their duties even during emergencies and disasters, effectively supporting public safety and rescue efforts.

Work includes the removal of the existing generator and switches, reconfiguring wiring to code requirements, and installing the new generator, exterior switches, and enunciator.

Tri-City Electric Company of Davenport, Iowa was the low bidder of two (2) bids received. Bids ranged from the high of \$60,875.00 to the low of \$41,683.00.

The purchase of this generator will be provided by Electrical Engineering & Equipment Company (3E) through a separate Council letter and resolution.

### **If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

This project (AD0033) is funded within the Community Improvement Program (CIP) with a budget of \$200,000.00.

### List Attachments

Resolution, Quote.

**RESOLUTION NO. \_\_\_\_\_-24**

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO TRI-CITY ELECTRIC COMPANY FOR THE INSTALLATION OF A NEW EMERGENCY POWER GENERATOR AT CITY HALL**

WHEREAS, the City's purchasing policies require that any contract purchases in the amount of \$25,000 or greater be approved by a City Council resolution; and

WHEREAS, the purchase of the emergency power backup generator is a key component of maintaining crucial functions of City Hall, but this generator will also service the police and fire stations by providing a reliable power source during power outages; and

WHEREAS, a minimum of (2) quotes were solicited and Tri-City Electric Company was the low bid received in the amount of \$41,683.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Director of Public Works is authorized to issue a purchase order to Tri-City Electric Company in the amount of \$41,683.00.

Passed, Approved and Adopted this 17<sup>th</sup> day of December, 2024.

---

Robert S. Gallagher, Mayor

Attest:

---

Decker P. Ploehn, City Clerk

## BID TAB

The emergency power generator at City Hall is 29 years old and due for replacement based on age.

The installation contractor will provide labor and materials to remove the existing generator and switches, reconfigure wiring according to code requirements, install the new generator, exterior switches and enunciator as described in the scope of work for this project.

*This bid tab is for installation only and does not include the purchase of the primary equipment.*

### Installation quotes :

---

Tri City Electric	\$41,683.00
Davenport Electric	\$60,875.00



**Tri-City Electric Co.**  
Since 1895

**CONFIDENCE DELIVERED.®**

November 26, 2024

City of Bettendorf  
C/O Mike Arnold  
City Hall  
Bettendorf, IA  
Phone: 563-343-2443  
Email: marnold@bettendorf.org

RE: Generator for City Hall Bettendorf

Mike:

*Tri-City Electric Co.* is pleased to provide the following scope of work:

Scope of work:

- Provide removal of existing 600A transfer switch on exterior of building
- Provide labor and material to install customer supplied 600A transfer switch on exterior of building
- Provide Labor and material to remove existing 400A transfer switch from interior of building
- Provide Labor and material to install customer supplied 400A transfer switch on exterior of building
- Provide removal of existing diesel generator
- Provide equipment to offload new generator onsite
- Provide labor and material to install customer supplied diesel generator
- Provide removal of existing generator diesel fuel and dispose
- Clean existing tank to be able to dispose of it
- Provide up to 50 gallons of diesel fuel to perform start up of new generator
- Provide conduit and wire to complete install of generator
- Terminate and test

Total \$41,683.00

General Notes:

- No back up power included for shutdown of utility power
- 4.5% Fee will be Added to Total if Paying with a Credit Card
- Payment due upon completion of quoted work
- Work to be performed during normal weekday business hours

This quote **does not** include any applicable taxes or permit fees

Thank you for the opportunity to quote this project. Please feel free to call with any questions concerning this quote.

Sincerely,

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy  
Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services

Tri-City Electric Co.

6225 N. Brady Street | Davenport, IA 52806 | 563.322.7181  
1821 Ingersoll Avenue | Des Moines, IA 50309 | 515.288.7181

[www.tricityelectric.com](http://www.tricityelectric.com)



Tri-City Electric Co.  
Since 1895

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Tim Guardia  
PM/Estimator  
Electrical Service  
563-529-2409  
tguardia@tricityelectric.com

#### Notes

**This proposal excludes any Allowances or Contingencies.**

**We have not included any conduit, wiring, connections, disconnects, starters, variable frequency drives or related control wiring to any equipment shown on the mechanical drawings and not on the electrical drawings.**

**Given the volatility in material and equipment costs, as well as delivery dates, due to issues outside our control or because of unforeseen events, such as national port union strikes, our pricing is based on current market conditions at the time of this proposal. Should our material costs increase or delivery dates change as a result of such disruptions, we reserve the right to adjust the contract price and/or receive an extension of time due to delayed delivery dates accordingly.**

**Due to the increasing rise in copper, aluminum, steel, and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis.** Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract.

**Tri-City Electric shall have the option to withdrawal this proposal if not accepted within 10 days from its date.** Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

**Please note:** As the global COVID-19 situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

#### Excavation Notes

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy  
Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services

Tri-City Electric Co.

6225 N. Brady Street | Davenport, IA 52806 | 563.322.7181  
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www.tricityelectric.com



**Tri-City Electric Co.**  
Since 1895

**CONFIDENCE DELIVERED.\***

Proposal is based on normal soil conditions for trenching, auguring and excavation. If TCE encounters rock, debris, old foundations, high water, loose or unstable soil conditions additional charges will be added respectively. All excavation spoils are to remain on site. If included in bid for removal is based on CLEAN, Non-Contaminated soil removal and does not include remediation or special hauling fees, treatment charges and special permits relating to contaminated soils. Owner/General Contractor is responsible for all excavated areas if not specified and included in the scope of work.

**Non-Solicitation of Employees**

By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

**Force Majeure**

If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

**Other Terms**

TCE is proposing a price for the scope of its work based on the assumption the parties will execute a commercial reasonable subcontract agreement, such as an unmodified ConsensusDOC 751, Short Form Agreement between Contractor and Subcontractor, or AIA A401, Standard Form of Agreement between Contractor and Subcontractor.

Acceptance of Proposal: \_\_\_\_\_ Date: \_\_\_\_\_

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy  
Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services

Tri-City Electric Co.

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1821 Ingersoll Avenue | Des Moines, IA 50309 | 515.288.7181

[www.tricityelectric.com](http://www.tricityelectric.com)

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Pat Lynch, P.E., Assistant City Engineer



---

### Item Title

Resolution accepting improvements for the Gateway Pedestrian Bridge Trails Project – Phase 1.

### Explanation

The Gateway Pedestrian Bridge project over Middle Road will be split into several contracts. This contract included the associated recreational trail extensions needed to connect to the bridge on the west side of Middle Road. The bridge itself will be in February 2025. The trails are generally located in the northeast corner of the TBK Sports Complex property, along the west and north sides of the grass soccer fields. The newly constructed trails connect to the existing sidewalk and trails near the intersection of Competition Drive and Championship Drive. Both of these streets provide direct connections to the recently constructed trails along Forest Grove Drive and Middle Road. This will continue to increase the connectivity of the extensive trail network already in place in this area.

N.J. Miller, Inc. of Bettendorf, Iowa has satisfactorily completed all work on the project. The final construction cost for the project was \$415,693.60.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

### If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The following summarizes the project (PW0605) and its final budget and expenditures:

Initial CIP Budget	\$1,300,000.00
Approved Purchase Order	\$ 500,000.00
Final Construction Total	<u>\$ 415,693.60</u>
Net Funding (+/-)	\$ 84,306.40 under PO

The initial purchase order was approved for \$500,000 and the final construction cost is \$415,693.60. The total project cost, including testing, was \$417,535.40.

### List Attachments

Resolution, Site Plan, CIP Worksheet, and Contractor Evaluation Report.

**RESOLUTION NO. \_\_\_\_\_-24**

**RESOLUTION ACCEPTING IMPROVEMENTS FOR THE GATEWAY PEDESTRIAN BRIDGE TRAILS  
PROJECT - PHASE 1**

WHEREAS, on the 3<sup>rd</sup> day of September 2024, the City of Bettendorf entered into a contract with N.J. Miller, Inc. for the construction of certain improvements to the trail system of said City; namely, the

Gateway Pedestrian Bridge Trails Project – Phase 1

WHEREAS, the contractor has completed the construction of the improvements in the City in substantial compliance with the terms and conditions of the contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$417,535.40.

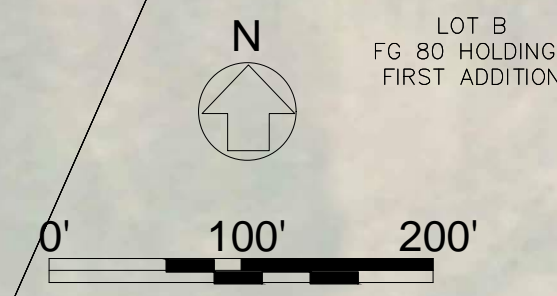
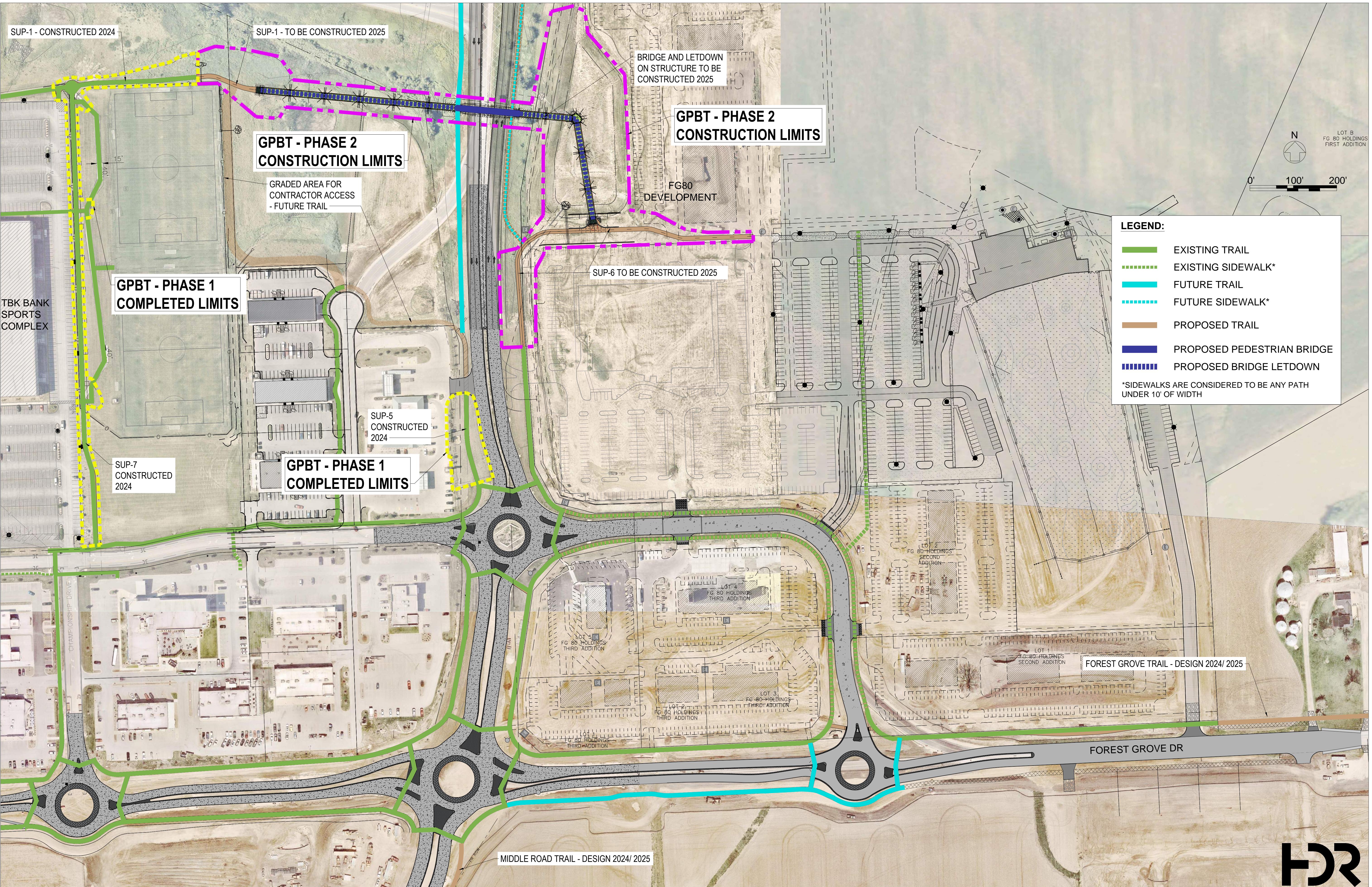
Passed, Approved and Adopted this 17<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Robert S. Gallagher, Mayor

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

C:\Users\pbaele\DC\ACCDocs\HDR\10375245\_Bettendorf-MiddleRdPedBr\_Trail\_2022\Project\_Files\HDR\Exhibit\202312\_Large\_Scale\_Trail\_Improvements.dwg 12/11/2024 11:38:48 AM



**LEGEND:**

- EXISTING TRAIL
- - - EXISTING SIDEWALK\*
- - - FUTURE TRAIL
- - - FUTURE SIDEWALK\*
- PROPOSED TRAIL
- - - PROPOSED PEDESTRIAN BRIDGE
- - - PROPOSED BRIDGE LETDOWN

\*SIDEWALKS ARE CONSIDERED TO BE ANY PATH UNDER 10' OF WIDTH







## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Brent O. Morlok, P.E., City Engineer



---

### Item Title

Resolution accepting improvements for the Forest Grove Drive Reconstruction Phase IV Project.

### Explanation

In accordance with the approved development agreement for the FG80 Development project to be located at the northeast corner of the Forest Grove Drive and Middle Road intersection, this project included the reconstruction of Forest Grove Drive from four hundred feet (400') east of Middle Road to the east property line of the FG80 property, including the construction of a new roundabout at the Competition Drive intersection. This project was the final construction contract of the overall FG80 Development / Forest Grove Drive Phase IV improvements.

The proposed improvements included approximately 8,830 square yards of 10-inch PCC pavement, 4,200 square yards of 5-inch PCC shared-use path pavement, 1,336 lineal feet of 15-inch diameter storm sewer main, 318 lineal feet of 18-inch diameter storm sewer main, and 462 lineal feet of 24-inch diameter storm sewer main and related improvements.

N.J. Miller, Inc. of Bettendorf, Iowa has satisfactorily completed all work on the project. The final construction cost for the project was \$3,186,294.63.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

### If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The following summarizes the project (PW0562) and its final budget and expenditures:

Initial CIP Budget	\$4,850,000.00
Approved Purchase Order	\$3,300,000.00
Final Construction Total	<u>\$3,186,294.63</u>
Net Funding (+/-)	\$ 113,705.37 under PO

The initial purchase order was approved for \$3,300,000.00 and the final construction cost is \$3,186,294.63. The total project cost was 3,188,903.43.

### List Attachments

Resolution, CIP Worksheet, and Contractor Evaluation Report.

**RESOLUTION NO. \_\_\_\_\_-24**

**RESOLUTION ACCEPTING IMPROVEMENTS FOR THE FOREST GROVE DRIVE RECONSTRUCTION  
PHASE IV PROJECT**

WHEREAS, on the 21<sup>st</sup> day of March 2023, the City of Bettendorf entered into a contract with N.J. Miller, Inc. for the construction of certain improvements to the street system of said City; namely, the

Forest Grove Drive Reconstruction Phase IV Project

WHEREAS, the contractor has completed the construction of the improvements in the City in substantial compliance with the terms and conditions of the contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$3,188,903.43.

Passed, Approved and Adopted this 17<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Robert S. Gallagher, Mayor

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk





## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Brian Fries, P.E., Assistant City Engineer



---

### Item Title

Resolution accepting improvements for the 2024 Alley Rehabilitation Program.

### Explanation

The improvements consisted of rehabilitating five (5) alley segments totaling approximately 1,860 linear feet. The alleys varied in width from ten (10') feet to fourteen (14') feet. The improvements consisted of milling the existing surface, placement of granular subbase and resurfacing with Hot Mix Asphalt (HMA). The program also included partial construction of driveways, sodding, and other work related to reconstruct the alleys. The following alleys under this year's program included:

- Alley west of 4<sup>th</sup> St. between Holmes St. and Pheasant Run Ln.
- Alley east of 6<sup>th</sup> St. from Holmes St. extending north approximately 413 feet to an existing alley
- Alley from Mississippi Blvd to 10<sup>th</sup> St.
- The southern and western leg of the Lincoln Place alley located just west of 14<sup>th</sup> St.
- Alley west of 16<sup>th</sup> St. between Mississippi Blvd. and Brown St.

Langman Construction, Inc. of Rock Island, Illinois has satisfactorily completed all work on the project. The final construction cost for the project was \$415,693.60.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

### If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The following summarizes the project (PW0575) and its final budget and expenditures:

Initial CIP Budget	\$450,000.00
Approved Purchase Order	\$450,000.00
Final Construction Total	<u>\$388,151.98</u>
Net Funding (+/-)	\$61,848.02 under PO

The initial purchase order was approved for \$450,000.00 and the final construction cost is \$388,151.98. The total project cost, including testing, was \$389,839.98.

### List Attachments

Resolution, CIP Worksheet, and Contractor Evaluation Report.

**RESOLUTION NO. \_\_\_\_\_-24**

**RESOLUTION ACCEPTING IMPROVEMENTS FOR THE 2024 ALLEY REHABILITATION PROGRAM**

WHEREAS, on the 7<sup>th</sup> day of May 2024, the City of Bettendorf entered into a contract with Langman Construction, Inc. for the construction of certain improvements to the street system of said City; namely, the

2024 Alley Rehabilitation Program

WHEREAS, the contractor has completed the construction of the improvements in the City in substantial compliance with the terms and conditions of the contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$389,839.98.

Passed, Approved and Adopted this 17<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Robert S. Gallagher, Mayor

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

# CITY OF BETTENDORF COMMUNITY IMPROVEMENT PROJECT SUMMARY SHEET

**Project Description:** 2024 Alley Rehabilitation Program

**Project Manager:** Brian Fries

**Project #:** PW0575

**CIP Budget:** 450,000.00

**FY Budgeted:** 24/25

**Funding Source:** G.O. Bonds

**Resol. for award:** 145-24

**Purchase Order Amount:** 450,000.00

**Final Total Project Cost:** 389,839.98

**Change Orders Detail** (Insert Rows/Categories as Necessary)

CO Number	Description		Actual
			-
			-
			-
<b>Total Change Orders Amount</b>			-

**Project Cost Summary** (Insert Rows/Categories as Necessary)

Expenditure Category	Vendor / Description		Actual
Construction Contract	Langman Construction		388,151.98
Testing	Terracon		1,688.00
<b>Final Total Project Cost</b>			389,839.98

**CITY OF BETTENDORF  
CONTRACTOR EVALUATION REPORT**

Projects: PW0575 - 2024 Alley Rehab Program

Contractor: Langman Construction (Vendor #V03489)

  
Primary

  
Subcontract

Point  
Range

Score

Points  
Earned

**WORK PERFORMANCE: 55%**

A. Completion on schedule . . . . .	0 to 3	2.0	x 0.275 =	0.55
B. Quality of the finished product . . . . .	0 to 3	3.0	x 0.275 =	0.83

**CONTINUITY OF WORK SCHEDULE: 20%**

C. Minimum gaps between work days . . . . .	0 to 3	2.0	x 0.20 =	0.40
---	--------	-----	----------	------

**ORGANIZATION / MANAGEMENT: 15%**

D. Coordination with suppliers, other contractors and utilities, and engineer . . . . .	0 to 3	2.0	x 0.05 =	0.10
E. Adequate and competent labor force . . . . .	0 to 3	3.0	x 0.05 =	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude . . . . .	0 to 3	3.0	x 0.05 =	0.15

**EQUIPMENT: 10%**

G. Equipment on project . . . . .	0 to 3	3.0	x 0.05 =	0.15
H. General project safety, signage and traffic control . . . . .	0 to 3	3.0	x 0.05 =	0.15

Initial Rating: 2.48

Liens Filed - If lien(s) have been filed . . . . . 0 or -1 0.00

**Final Rating:** 2.48

- Ratings:
- Less than 1 - Contractor not allowed to work on City of Bettendorf contracts for five years.
  - Between 1 and 2 - Contractor to appear before City Council with proof of changes/adjustments in organization.
  - Greater than 2 - Satisfactory work.

REMARKS: *(Required for Item(s) rated less than 2.)*

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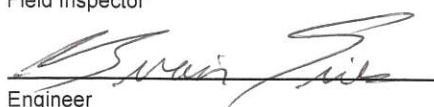
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Field Inspector \_\_\_\_\_ Date \_\_\_\_\_  
 12/6/24  
 Engineer \_\_\_\_\_ Date \_\_\_\_\_

Chief Inspector \_\_\_\_\_ Date 12/5/24  
  
 Contractor \_\_\_\_\_ Date \_\_\_\_\_

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Jason Schadt, Finance Director &  
Kathleen Richlen, HR Director



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### Item Title

Resolution authorizing the purchase of a cyber insurance policy from CFC, underwritten by Lloyd's of London.

### Explanation

The City of Bettendorf has made significant improvements to mitigate the risks of cyber crime, but even the best cybersecurity practices will not eliminate all risks. The sophistication, frequency and costs of cyber attacks and data breaches is at an all time high and continues to increase. The average cost of a data breach is over \$4 million.

Cyber insurance is a critical component of our overall cybersecurity program. We will continue to harden our defenses against cyber threats. This cyber insurance policy will provide us access to all the resources required to recover from an attack, including financial resources, legal resources, and professional services.

Staff recommends the purchase of a cyber insurance policy from CFC, underwritten by Lloyd's of London. The annual premium, as quoted, is \$48,603 for the period of 1/4/25-1/4/26. This is just slightly less than the current premium of \$48,707.

### If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The cost of premiums is budgeted in the City's Risk Management Fund.

### List Attachments

Resolution  
Insurance Quote

**RESOLUTION AUTHORIZING THE PURCHASE OF A CYBER  
INSURANCE POLICY FROM CFC (UNDERWRITTEN BY LLOYD'S  
OF LONDON)**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF,  
IOWA, that the purchase of a cyber insurance policy from CFC underwritten by Lloyd's of  
London is hereby approved.

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Mayor Robert S. Gallagher

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk



# Insurance Quote

Dear: Jeff Young, AJG - Davenport - Risk Mgmt

Date: Dec 03, 2024

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk.

Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

**Insured:** City of Bettendorf  
**Insured ID:** 55419616

**RPS Reference #:** 7047046C

**Mailing Address:** 1609 State St Bettendorf, IA 52722

**Physical Address:** 1609 State St, Bettendorf, IA 52722

**Carrier:** Underwriters at Lloyd's, London / Non-Admitted

AM Best Rating: A+ XV

**Policy Period:** 1/4/2025 to 1/4/2026

**Coverage:** Cyber Liability

**Policy Premium:** \$47,225.00

**Fees (fully earned):**

Carrier Fee \$500.00  
Broker Fee - RPS \$500.00

**Taxes:** **Home State:** IA  
Surplus Lines Tax \$458.14

**TOTAL:** \$48,683.14

**THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE PLUS SURPLUS LINES TAX OF \$539.21.**

**Commission:** 16.5%  
Gross Commission: 25%

**Minimum Earned Premium:**

**Conditions/ Subjectivities:** per Carrier terms attached  
Terms & Conditions are per attached carrier quote

**Please note:**

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.
- This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS

any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.

- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!

Sincerely,  
Dillon Behr  
Risk Placement Services, Inc. - Executive Lines  
Phone: (312) 803-6070  
Email: Dillon\_Behr@rpsins.com



## INDICATION OF TERMS

REFERENCE NUMBER:	4829714
COMPANY NAME:	City of Bettendorf
TOTAL PAYABLE:	USD47,725.00
Premium breakdown:	
Cyber & Privacy:	USD42,900.00
Cyber Crime:	USD4,325.00
Policy Administration Fee:	USD500.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.2
ENDORSEMENTS:	Policyholder Disclosure Notice Of Terrorism Insurance Coverage Policy Aggregate Limit of Liability Clause (Including Aggregate Sub-limit For Cyber Crime) RPS Special Amendatory Clause
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	12 Nov 2024
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers
UNDERWRITER:	Clifton Charles

THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,  
RETENTIONS AND APPLICABLE CLAUSES

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024  
**REQUESTED BY:** Kathleen Richlen, HR Director



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### Item Title

Resolution approving the job description and recruitment process for the Police Chief position in the Police Department

### Explanation

In April, 2025, current Police Chief – Keith Kimball – will be retiring from the City with over 35 years of service. We are very happy with all the years of service Keith has provided to the City and all the assistance given to the citizens. We wish him well in his retirement!

This retirement causes the Police Chief position to become vacant. Staff has reviewed the job description and updated accordingly to reflect the requirements and duties of the position.

The recruitment process will be internal and will consist of submitting application/resume, as well a Civil Service interview with commissioners. Position reports directly to the City Administrator.

This position is a full-time department head position that requires the department head to reside in the City of Bettendorf proper within 6 months of hire. The salary range for this position is \$110,368 to \$176,765 annually.

### **If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

Budget contemplates the position.

### List Attachments

Resolution  
Job Description

**RESOLUTION APPROVING THE JOB DESCRIPTION AND RECRUITMENT  
PROCESS FOR THE POLICE CHIEF POSITION IN THE POLICE DEPARTMENT**

WHEREAS, the current Police Chief will be retiring in April, 2025, therefore leaving the position vacant; and

WHEREAS, staff reviewed the job description and updated it according to the requirements and the duties of the position; and

WHEREAS, City Council wishes to approve the job description and recruitment process for the Police Chief position in the Police Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the job description and the recruitment process for the Police Chief position in the Police Department is hereby approved.

PASSED, APPROVED and ADOPTED this 17<sup>th</sup> day of December, 2024

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Mayor Robert Gallagher

Attest:

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City Clerk Decker Ploehn

## **JOB DESCRIPTION**

<b>TITLE</b>	Police Chief
<b>FLSA</b>	Exempt
<b>DEPARTMENT</b>	Police
<b>PAY GRADE</b>	Non-Union 218

### **GENERAL SUMMARY**

Directs and manages the City's Police Department. Ensures the enforcement of all pertinent ordinances and regulation. Reviews, revises and establishes operating policies and regulations within the department. Prepares financial budgets and monitors monthly financial performance against the plan. Reviews the accomplishment of the Field Services and Support Service division. Represents the department at City Council and public meetings.

### **PRIMARY RESPONSIBILITIES AND DUTIES**

1. Through the Police Chief, the department is responsible for the enforcement of all laws and ordinances coming within its legal jurisdiction. The Police Chief is responsible for planning, direction, coordinating, controlling, and staffing all activities of the department for its continued and efficient operation, for the enforcement of rules and regulations within the department, and for the completion and forwarding of such reports as may be required by competent authority. Ensure subordinates are properly trained to achieve the department's goals and objectives.
2. Reviews, revises and establishes policies, procedures and regulations within the department.
3. Prepares annual financial budget for the department. Monitors the department's monthly performance against plan and ensures variances are within acceptable limits.
4. Reviews the accomplishments of the Field Services and Support Services divisions and consolidates accomplishments into a department activity report related to its strategic and tactical plans.
5. Coordinates the City's disaster and relief plan programs. Ensures that police services are properly trained to respond to physical and natural disasters.
6. Represents the department at City Council meetings, public hearings and meetings with the public.
7. Deals with news media as needed.
8. Performs other related job duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

**Education:** Requires a bachelor's degree with an emphasis in Criminal Justice or law enforcement, or public administration or a related field. Possesses a valid driver's license.

**Experience:** Ranked officer with five to seven years of progressively more responsible work experience within a public law enforcement agency and demonstrated knowledge of municipal,

county and state laws regulations and ordinances. Maintains state certification per Iowa Law Enforcement Academy.

**Interpersonal Skills:** Requires the interpersonal skills necessary to communicate commands, instructions and information to subordinate officers, vendor, contractors and public officials. Contacts are broad and include City and department employees, elected and appointed City officials, state, county and federal law enforcement employees, City residents, and vendors.

**Analytical Abilities:** Requires the ability to analyze and interpret department financial information. Reviews the results of criminal investigations and recommends subsequent actions to be taken.

**Working Conditions:** Requires the ability to work within a normal office environment and occasionally outdoors to inspect crime and accident scenes. Works irregular and extended hours.

### **REPORTING RELATIONSHIPS**

Reports to: City Administrator

Supervises: All Police Department Personnel

December, 2024

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024

**REQUESTED BY:** Kim Kidwell, Culture & Recreation  
Director



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### Item Title

Resolution authorizing staff to enter into a professional services agreement with *Food, Drink, Friends, Inc.*, for a period beginning April 1, 2025, through December 31, 2028.

### Explanation

- To continue and enhance service at Palmer Grill, the City of Bettendorf has decided to renew and extend a Professional Services Agreement with a private restaurant group to operate and manage Palmer Grill.
- Due to management and staffing shortages this agreement will help the City to continue providing food service at Palmer Grill and Palmer Hills Golf Course for citizens and patrons.
- This agreement is a cost-effective way to provide food service at Palmer Grill for citizens and Palmer Hills Golf Course patrons.
- All losses and profits relating to the operation of the Facilities over the course of the Term will be as follows: sixty-five percent (65%) to Service Provider and thirty-five percent (35%) to the City.

**If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

N/A

### List Attachments

- Resolution
- Professional Services Agreement

**RESOLUTION \_\_\_\_\_ - 24**

**RESOLUTION AUTHORIZING STAFF TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FOOD, DRINK, FRIENDS, INC.**

**WHEREAS**, Palmer Hills Grill Professional Services Agreement ends on December 31, 2024; and

**WHEREAS**, The current agreement has been successful for both parties; and

**WHEREAS**, *Food, Drink Friends, Inc's* proposal will have a profit sharing of sixty-five percent (65%) to Service Provider and thirty-five percent (35%) to the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bettendorf, Iowa, that the Mayor and City Administrator are hereby authorized and directed to execute the Professional Services Agreement with *Food, Drink, Friends, Inc.* for a period beginning April 1, 2025, and ending on December 31, 2028.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of December, 2024.

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Mayor Robert S. Gallagher

ATTEST:

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Decker P. Ploehn, City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_ day of December, 2024, by and between the City of Bettendorf, Iowa, a municipal corporation (the "City") and Food, Drink, Friends, Inc. (the "Service Provider") as follows:

1. **RETENTION OF SERVICE PROVIDER.** The City hereby engages Service Provider and Service Provider agrees to operate and manage the City's restaurant, bar, course concessions, and food and beverage service at events, leagues, and outings at Palmer Hills Golf Course, specifically excluding The Forge (the "Facilities"), as such services are specifically described in Section 3 (the "Services").
2. **TERM.** This Agreement shall commence effective April 1, 2025 and remain in effect until December 31, 2028 (the "Term"). During the Term, the Service Provider shall deliver the Services from April 1 to November 15 of each year, with the option at Service Provider's discretion to provide Services through December 31 of any particular year during the Term.
3. **SERVICES**
  - A. ***Duties and Responsibilities.*** Subject to the provisions of this Agreement, Service Provider shall have decision-making authority in the day-to-day operation, direction, management, and supervision of the Facilities. Service Provider's authority and obligations shall include:
    - i. hiring, training, compensation, supervision and termination of Facilities personnel, including determining the number of staff required. All bartenders and servers shall be TIPS certified;
    - ii. the creation of food and beverage menus and the pricing of the same;
    - iii. maintaining and operating the Facilities in accordance with the Service Provider's standards at its other facilities, and in accordance with industry standards;
    - iv. purchasing and maintaining the Facilities' inventory of food, beverages (including, without limitation, wines and liquors) and operating supplies;
    - v. obtaining, and keeping in full force and effect, all requisite licenses and permits, including, but not limited to, the liquor license;
    - vi. operate beverage cart service to players on the golf course;
    - vii. work with the City's Communications team to promote and market the Facilities;
    - viii. provide food truck services at times and locations as mutually agreed upon between the parties to provide food options to patrons at The Forge putting

course and Palmer Hills Pavilion, or as otherwise agreed by the parties. With respect to food truck services, the parties contemplate that the Service Provider retains the profit/loss on food sales, and the parties shall split profit/loss from beer sales in the same manner as described in Section 5.A.

- ix. notifying City if it has actual knowledge relating to, and promptly forwarding to City any notices or other communications it delivers or receives with respect to: (i) the occurrence of damage or destruction to the Facilities; (ii) any litigation, claim or proceeding affecting City, Service Provider or the operation of the Facilities; and (iii) any notice of violation (or alleged violation) of any law relating to the ownership or operation of the Facilities which could expose City or Service Provider to any criminal penalty or to any civil penalty or which is otherwise material to the ownership or operation of the Facilities.
- x. providing copies to the City of all health inspections at the Facilities.

B. *Limitation on Service Provider's Authority.* In addition to any other limitations on Service Provider's authority set forth in this Agreement, Service Provider shall not, without City's written approval, take any of the following actions with respect to the Facilities:

- i. enter into any contract or other agreement relating to the Facilities that is for a term longer than the term of this Agreement (unless such contract is terminable with not more than thirty (30) days with notice without penalty).
- ii. enter into any lease, license, concession or other occupancy agreement; or
- iii. enter into any arrangement for the employment of any professional firm related solely to the Facilities; or
- iv. sell, transfer or otherwise dispose of all or any portion of the Facilities, except for the sale of inventory as approved in writing by City; or
- v. acquire any capital assets or interest therein; or
- vi. finance, refinance or otherwise encumber the Facilities or any portion thereof; or
- vii. take any other action that is prohibited under the terms of this Agreement or requires the approval of City; or
- viii. The Forge. The City shall retain operational control of The Forge, including the sale of range balls, the sale of access to The Forge, and the sale of food and beverage from The Forge. The City shall maintain a liquor license for alcohol sales at The Forge. Any profit or loss relating to The Forge shall remain with the City.

#### 4. OPERATION OFFACILITIES

- A. The City and the Service Provider have the mutual goals of providing food and beverage options to the patrons of Palmer Hills Golf Course and the City of Bettendorf, while doing so in a manner that is commercially viable. The parties agree to work together in good faith to determine the appropriate hours of operation, menu items, and other offerings to accomplish such goals. Service Provider agrees to open the Facilities for business seven (7) days during the term of this Agreement, except to the extent the Service Provider and Palmer Hills Head Golf Professional (the "Golf Professional") agree otherwise. Hours of operation shall generally relate to the hours of operation of the golf course, as communicated to Service Provider by the Palmer Hills Head Golf Professional.
- B. The Palmer Grill portion of the Facilities shall open by 7AM or as mutually agreed by the parties. Full kitchen service shall be made available beginning no later than 11AM, provided that Bar service and pre-made breakfast items shall be made available upon the initial daily opening of the Palmer Grill. The parties agree to work together regarding the opening of the full grill on all holidays. The full kitchen shall remain available until no sooner than sunset.
- C. Operating hours for the beverage cart shall be agreed upon between the Golf Professional and the Service Provider.
- D. The City is responsible for all utilities and cleaning of the dining room (for clarity, cleaning of surfaces and vacuuming on a nightly basis) hallways, and restrooms at the Facilities. For avoidance of doubt, Service Provider is responsible for kitchen cleaning, and for cleaning of the dining area and deck during hours of service. The City will spray wash the deck area, pergola, and pavilion upon request and agreement by the parties.
- E. The parties contemplate co-branding of Service Provider staff to acknowledge the "Palmer Grill" name of "Palmer Hills" name and acknowledging the brand used by the Service Provider, or as otherwise agreed by the parties.
- F. The Service Provider shall maintain its own POS system.

5. COMPENSATION

- A. In consideration of the Services the parties agree to split all losses and profits relating to the operation of the Facilities over the course of the Term as follows: sixty-five percent (65%) to Service Provider and thirty-five percent (35%) to the City. The parties will cooperate in determining the frequency of the profit-sharing payment to the City, provided that the last payment occurs within one (1) month of the end of the Term. Profit and loss sharing shall be calculated by subtracting the operational costs of the Facilities from the operational revenue. Operational costs shall include all food and beverage purchases for resale, all personnel costs under the control of the operator, and all purchases of supplies and services normally used in the operations of a restaurant. Operational revenue shall include all revenue (including sales tax) received from the sale of food and beverage within the Facilities, and the on-course beverage carts.

- B. In consideration of said payments, the Service Provider agrees to perform all Services in accordance with the standard of care set forth in this Agreement.
- C. Service Provider will prepare profit and loss statements on a monthly basis and share such information with the City.

6. INSURANCE

- A. Service Provider understands and agrees that Service Provider shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Service Provider shall provide insurance coverage for and on behalf of Service Provider that will sufficiently protect Service Provider agents, employees, servants, or other personnel, in connection with the services or work which are to be provided by Service Provider pursuant to this agreement, including protection from claims for bodily injury, death, property damage, and lost income. Service Provider shall provide worker's compensation insurance coverage for Service Provider and all Service Provider personnel. Service Provider shall file applicable insurance certificates with the City, and shall also provide evidence of the following coverage.
  - B. The Service Provider shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,500,000 each personal injury accident and/or death; \$1,500,000 each aggregate personal injury and/or death; and \$1,500,000 for each property damage accident. The evidence shall state the City as an additional insured on a primary basis, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
  - C. The Service Provider shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall state the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
  - D. Statutory worker's compensation coverage for all workers. No workers may be deemed independent contractors.
  - E. All-risk insurance for all insurable equipment, furnishings, and fixtures owned or leased for the full insurable replacement value and personal property insurance for replacement value.
  - F. Dramshop insurance/liquor liability insurance with the limits of \$1,000,000 per occurrence; the City shall be listed as an additional insured on a primary basis.
7. NOTICE. Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

If to City:

City of Bettendorf  
Attn: Director of Culture and Recreation  
2900 Learning Campus Drive  
Bettendorf, IA 52722

If to Service Provider:

Food, Drink, Friends, Inc.  
Attn: Drew Lawrence  
1320 1st Street  
Rock Island, IL 61201

8. GENERAL COMPLIANCE. In the provision of the Services, the Service Provider shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Service Provider must qualify for and obtain any required licenses prior to commencement of work.
9. INDEPENDENT CONTRACTOR. Service Provider understands and agrees that the Service Provider and Service Provider's employees, and agents are not City employees. Service Provider shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Service Provider or any of Service Provider's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Service Provider nor Service Provider's employees, agents, servants, or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
10. NON-DISCRIMINATION. Service Provider will not discriminate against any employee or applicant for employment, because of race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will cooperate with the City in using Service Provider's most reasonable efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this agreement.
11. HOLD HARMLESS. Service Provider agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, to the extent due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of

Services under this Agreement and those of its sub-consultants or anyone for whom Service Provider is legally liable.

12. ASSIGNMENT. Neither party shall assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the other party.
13. INTERPRETATION. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the agreement. The laws of the State of Iowa shall govern this Agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Scott County, Iowa.
14. TERMINATION OF AGREEMENT. Each party has the right to terminate this Agreement upon the material breach of the Agreement by the other party, provided, that termination shall not take effect unless the non-breaching party provides the breaching party with written notice of the alleged breach and the breaching party fails to remedy such alleged breach within ten (10) days of the receipt of notice.
15. TAXES. The Service Provider shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Service Provider shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.
16. SEVERABILITY. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall continue in full force and effect.
17. MISCELLANEOUS HEADINGS. Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.
18. FURTHER ASSURANCES. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.
19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, no other counterpart needing to be produced, an all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.


CITY OF BETTENDORF, IOWA

By: \_\_\_\_\_  
Robert S. Gallagher, Mayor

ATTEST:

By: \_\_\_\_\_  
Decker P. Ploehn, City Administrator

FOOD, DRINK, FRIENDS, INC.

By:   
Name: Shelaine  
Its: CEO

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024

**REQUESTED BY:** Kim Kidwell, Culture & Recreation  
Director



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### Item Title

Resolution authorizing staff to enter into a leasing agreement with M&M Golf Cars, L.L.C., for a period of four (4) years beginning January 1, 2025, through December 31, 2028.

### Explanation

A request for proposals was issued on November 14, 2024, with a deadline of November 21, 2024, at 4:00 p.m. Two proposals were received, 1) M&M Golf Cars, L.L.C. and 2) Harris Golf Cars. M&M Golf Cars, L.L.C. proposed a revenue split at 67% (Palmer Hills)/ 33% (M&M Golf Cars, L.L.C.) which reflects a 9% increase to the City over the previous agreement; and Harris Golf Cars proposed a revenue split at 60% (Palmer Hills)/ 40% (Harris Golf Cars). Therefore, M&M Golf Cars, L.L.C. won the bid.

### If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

This lease agreement is budgeted.

### List Attachments

- Resolution
- Lease Agreement with M&M Golf Cars, L.L.C.
- Request for Proposal Document

**RESOLUTION \_\_\_\_\_ - 24**

**RESOLUTION TO ENTER INTO A LEASE AGREEMENT WITH M&M GOLF CARS, L.L.C.**

**WHEREAS**, Palmer Hills Golf Course Golf Car Lease agreement ends on December 31, 2024; and

**WHEREAS**, a request for proposals was issued and two proposals were received; and

**WHEREAS**, M&M Golf Cars, L.L.C.'s proposal shows an increase in profit sharing by 9%.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bettendorf, Iowa, that the Mayor and City Administrator are hereby authorized and directed to execute the leasing agreement with M&M Golf Cars, L.L.C., for a period of four (4) years beginning January 1, 2025 through December 31, 2028.

**PASSED, APPROVED, AND ADOPTED** this 17th day of December, 2024.

---

Mayor Robert S. Gallagher

ATTEST:

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Decker P. Ploehn, City Clerk

## **Golf Car Lease Agreement**

This Lease Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between M&M Golf Cars, L.L.C. of Mexico, Lee's Summit, O'Fallon, Missouri and Bettendorf, Iowa hereinafter referred to as ("Lessor") and City of Bettendorf of 1609 State Street, Bettendorf, Iowa 52722, hereinafter referred to as ("Lessee") for the purpose of leasing to the Lessee golf cars and utility vehicles with the right and privilege of the Lessee to rent said cars to members, guests, and/or registered golfers under the following terms and conditions:

1. Lessor shall provide 85 Golf Cars and 2 Utility Vehicles to Lessee. These cars shall be 85 - 2025 Club Car Tempo Golf Cars, 1 - 2025 Club Car Range Picker, and 1 - 2025 Café Express, with GPSI GPS units installed on each golf car, as such golf cars are more specifically described on the attached Exhibit 1 (the "cars"). This agreement is entered into for a period of 48 months commencing on the 1st day of January, 2025 and terminating on the 31st day of December, 2028. The Lessor must supply at least thirty (30) cars to the course as of January 1, 2025, if requested. These vehicles may be used but must be in good working order. The eighty-five (85) car new fleet must be ready for delivery by March 1, 2025. The golf course staff will notify the Lessor for the exact delivery date. At the conclusion of each season, as communicated to Lessor by the Lessee's head golf professional, 55 golf cars (or such number requested by Lessee) will be picked up by Lessor at the conclusion of the season, on the date requested by Lessee. A maximum of thirty (30) cars shall be left over the winter months, as requested by Lessee. For years following the initial years, golf cars will be delivered on date requested by Lessee. Typically, these cars would need to be delivered on approximately March 1<sup>st</sup>, of each year of the lease. All terms of the RFP giving rise to this Lease Agreement are incorporated by reference as obligations of the Lessor.
  
2. Lessee agrees to pay Lessor the sum of 33% of all revenue earned from the rental of the cars, which sums shall be payable to Lessor on or before the 10th of the month following the receipt of the rental payments. The check for the car rental revenue split shall be mailed to Lessor at M&M Golf Cars, 19873 Hwy 22 West, Mexico, Missouri 65265, along with a report of total golf car rental revenue relating to such revenue split. If any monthly payment due under this agreement shall be late, it shall bear interest at the rate of one and one/half

percent (1.5%) per month on the outstanding balance of payment or payments owing.

3. Lessee agrees to rent the golf cars to members of the public at a rental rate of not less than \$19.00 per 18 hole round per vehicle, and \$14.00 per 9 hole round per vehicle on all holidays and weekend days and on other days for starting times at 3:00 p.m. or prior thereto. The rental rate shall be at least \$14.00 per vehicle for starting time after 3:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, except holidays. The weekday 18-hole senior rate is \$14.00. These are minimum rates, and Lessee agrees not to charge a lesser rate without the express written consent of the Lessor.
4. Lessor will provide all parts, service and labor required to keep the cars in good repair without cost or obligation to the Lessee.
5. Lessee will provide fire, theft, vandalism and extended coverage insurance with Lessor as Loss Payee.
6. Lessee will provide liability insurance, with Lessor as additional named insured. Lessor will provide, at its sole expense, property damage and public liability insurance coverage with respect to the cars and use thereof, in amounts not less than \$1,000,000 in respect of bodily injury or death to any one person and not less than \$50,000 in respect to property damage.
7. In the event of an accident involving one of the cars described in this agreement, Lessee agrees to take all reasonable steps to promptly obtain a statement of facts and circumstances involving the accident from the persons involved and forward it to the Lessor. Lessee will take all reasonable steps to provide the Lessor with the names and addresses of any and all witnesses to the accident. To the extent damage to the cars is caused by the acts or omissions of a member, guest, and/or registered golfer, Lessee is responsible for repairing or replacing cars damaged.
8. If applicable, Lessee shall be responsible for and pay all taxes, assessments or other charges levied or imposed upon the cars which are the subject of this agreement, including licenses, operating taxes and any other assessments.

Any sales tax or use tax imposed by state, federal or local laws is required to be paid. Lessee shall report and remit any and all taxes so collected to the proper taxing authority and file the required reports.

9. Lessor agrees to provide special event cars upon the request of golf course management. Anywhere from 10 - 30 cars, depending on the special event, may be required. The rate for special event cars is \$50 per car/per day.
10. Cars will be provided by Lessor to Lessee at no charge for the following events:
  - 40 cars for the Friends of Bettendorf Spring Senior Cart Tour. Date TBD
  - Mix of 20 golf cars, utility vehicles, and multi-passenger cars for the City of Bettendorf 4th of July parade.
  - 40 cars for the Friends of Bettendorf Fall Senior Cart Tour. Date TBD
11. It is agreed and understood that this is a rental agreement and not one of sale. The golf cars remain the sole property of Lessor and Lessee has no right of title or interest in said cars except those rights specifically set forth in this agreement.
12. If Lessee shall default in any manner in its performance of this agreement, it shall be responsible for all losses, damages and expenses incurred by Lessor, including attorney's fees and legal expenses incurred by Lessor, arising out of Lessee's default or breach of any of the terms of this agreement.
13. Time is of the essence in this agreement. Lessor, at its option, may by written notice to Lessee declare the agreement in default on the happening of any of the following:
  - a. Default by Lessee in payment or performance of any of Lessee's obligations;
  - b. Proceedings in bankruptcy or assignment for benefit of creditors or under any lawful relief of debtors of Lessee;
  - c. Voluntary assignment of Lessee's interest in the agreement;
  - d. Involuntary transfer of Lessee's interest in this agreement by operation of law.
  - e. Lessor shall give Lessee written notice to the head golf professional specifying a default. Lessee shall have ten (10) business days to collect

such default. On declaration by Lessor that Lessee is in default, and following the cure period set forth herein, the golf cars shall be surrendered and delivered to Lessor and Lessor may take possession of them wherever they may be found, with or without process of law, and for that purpose may enter on the premises of Lessee.

14. Any rights and remedies of Lessor under this agreement are not exclusive, but cumulative, in addition to all rights and remedies provided by law.
15. Lessee agrees not to assign, transfer, sublet, pledge or encumber any of the rights under this agreement or the agreement itself. Lessee consents to and authorizes Lessor's assignment of all rentals, charges and other amounts payable by Lessee to Lessor or to become payable under this agreement.
16. Failure of Lessor in any one or more instances to insist on the performance of any of the terms of the agreement, or to exercise any right or privilege conferred herein, or the waiver or breach of any of the terms of this agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no waiver had occurred.
17. This agreement shall be governed by and construed under the laws of the State of Iowa with venue in any federal or state court of competent jurisdiction in Scott County, Iowa.
18. This agreement shall be binding on and inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written.

**LESSOR**

M&M Golf Cars, L.L.C.

\_\_\_\_\_  
Mark Miller, Partner

\_\_\_\_\_  
Date

**LESSEE**

City of Bettendorf

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## Exhibit 1

### Fleet of Golf Cars Full Service Lease Mandatory Specifications

1. 85 cars in fleet
  
2. Mandatory features on car:
  - a. Canopies (all cars)
  - b. "The Palmer Hills Golf Course" logo must be installed as a decal (approximate size 8"X12" or larger) on the front cowl of the golf car.
  - c. Signage bracket (rear mounted)
  - d. Sweater basket
  - e. 2 divot mix holders (one on each side)
  - f. Fold down front windshield
  - g. Dual USB port
  - h. 2 numbers per car installed by Lessor
  - i. Dash-mounted "state of charge" meter
  
3. Mandatory specifications of golf cars:
  - a. Motor: 48-volt DC high efficiency, brazed armature, solid copper windings.
  - b. Drive Train: Direct motor shaft connected to transaxle pinion shaft.
  - c. Electric System: 48-volt DC, six 8-volt High Capacity, deep cycle storage batteries (107 minute minimum, 220 amp-hour @ 20 hr. discharge rate). Dash mounted electronic "state of charge" meter.
  - d. Speed Control: Solid state continuously variable separately excited speed controller. ZX alarm. Regenerative Pedal Down and/or Pedal Up braking. Diagnostic mode, 300-Amp capacity. Non-contract inductive throttle sensor. Full torque, reduced speed reverse.
  - e. Charger: Portable fully automatic charger, 7.5-amp DC output at 48-volts input 120-volts, Underwriters Laboratories (U.L.) Listed, C.S.A. Certified, anti drive away charger/vehicle interlock.
  - f. Transaxle: High efficiency helical gears, 12.3:1 direct drive axel.
  - g. Brakes: Dual rear wheel mechanical drum brakes, self-adjusting with non-asbestos linings, automatic park brake release with self-compensating system.

- h. GPS Units that can provide at minimum the following features:
- Messaging (such as weather alerts)
  - Geofencing/Cart Path Only Management – Car Control Management: Fleet lockdown, set vehicle top speed for fleet, group and individual vehicle, action zone speed control, geofencing, anti-tamper and cart path only.
  - Front, middle, back of the green yardages
  - Overview display of each hole with static yardages
  - Ability to order food and beverage items
4. 2025 or newer model caged utility cart for driving range usage at no additional cost to the lease. The cart should be equipped with a cargo bed, heavy-duty front bumper and a range picker bumper mount. The cart must also be equipped with a head light.
5. 2025 or newer utility cart for concession purposes at no additional cost to the lease. The cart should be comparable to a club car (Café Express). Maintenance of the concession vehicle and caged vehicle will be required to be held at the same standard as the 85-cart fleet.
6. All cars must be numbered in numerical order with readable decals. One decal shall be placed on rear passenger side, and one to be placed on the driver side (under armrest). Numbers shall be no smaller than 2 inches in height. A decal indicating the name and address of the car company may be displayed but may not carry any other advertising.

**ACKNOWLEDGEMENT**

The undersigned, the Lessee under that certain Lease Agreement dated, \_\_\_\_\_, 20\_\_, with M&M Golf Cars, L.L.C. as Lessor, for golf cars and related equipment described therein, Lessee hereby acknowledges that a bank will be in receipt of an executed copy of said agreement. The payment due should be mailed to the address listed below.

The undersigned, the Lessee further acknowledges that Uniform Commercial Code forms will be filed with the appropriate state and county agencies.

The undersigned further acknowledges that said agreement is in full force and effect.

**The payment should be mailed to the address listed below:**

M&M Golf Cars, L.L.C.  
19873 Hwy 22 West  
Mexico, Missouri 65265

Lessee:           City of Bettendorf

Name:           \_\_\_\_\_

Signature:       \_\_\_\_\_ Date: \_\_\_\_\_

**Please complete information for UCC1 filing:**

**Business Name:**    City of Bettendorf  
**Address:**           1609 State Street  
**City, State, Zip:**    Bettendorf, Iowa 52722  
**Social Security # or Federal ID #** 42-6004276  
**County Name:**     Scott County

## FLEET OF GOLF CARS FULL SERVICE LEASE MANDATORY SPECIFICATIONS

1. 85 cars in fleet
2. Mandatory features on car:
  - a. Canopies (all cars)
  - b. “The Palmer Hills Golf Course” logo must be installed as a decal (approximate size 8”x12” (or larger) on the front cowl of the golf car.
  - c. Signage bracket (rear mounted)
  - d. Sweater basket
  - e. 2 Divot mix holders (one on each side)
  - f. Fold down front windshield
  - g. Dual USB Port
  - h. 2 Numbers Per Car installed by vendor
  - i. Dash-Mounted “State of Charge” Meter
3. Mandatory specifications of golf cars
  - a. Motor: 48 Volt DC high efficiency, brazed armature, solid copper windings.
  - b. Drive Train: Direct motor shaft connected to transaxle pinion shaft.
  - c. Electric System: 48-volt DC, six 8-volt High Capacity, deep cycle storage batteries (107 minute minimum, 220 amp-hour @ 20 hr. discharge rate) Dash mounted electronic “state of charge” meter.
  - d. Speed Control: Solid state continuously variable separately excited speed controller. ZX alarm. Regenerative Pedal Down and/or Pedal Up braking. Diagnostic mode, 300-Amp capacity. Non-contract inductive throttle sensor. Full torque, reduced speed reverse.
  - e. Charger: Portable fully automatic charger, 7.5-amp DC output at 48-volts input 120-volts, Underwriters Laboratories (U.L.) Listed, C.S.A. Certified, anti drive away charger/vehicle interlock.
  - f. Transaxle: High efficiency helical gears, 12.3:1 direct drive axel..
  - g. Brakes: Dual rear wheel mechanical drum brakes, self-adjusting with non-asbestos linings, automatic park brake release with self-compensating system.
  - h. GPS Units that can provide at minimum the following features:
    - Messaging (such as weather alerts)
    - Geofencing/Cart Path Only Management – Car Control Management: Fleet Lockdown, Set Vehicle top speed for fleet, group and individual vehicle, action zone speed control, geofencing, anti-tamper and cart path only.
    - Front, Middle, Back of the green yardages
    - Overview display of each hole with static yardages
    - Ability to order food and beverage items
4. The vendor must provide, at its sole expense, property damage and public liability insurance coverage with respect to the equipment and use thereof, in amounts of not less than \$1,000,000 in respect of bodily injury or death to any one person and not less than \$50,000 in respect to property damage.

5. The vendor must provide a 2025 or newer model caged Utility cart for driving range usage at no additional cost to the lease. The cart should be equipped with a cargo bed, heavy-duty front bumper and a range picker bumper mount. The cart must also be equipped with a head light.
6. The vendor shall provide a 2025 or newer utility cart for concession purposes at no additional cost to the lease. The cart should be comparable to a club car (Café Express). Maintenance of the concession vehicle and caged vehicle will be required to be held at the same standard as the 85-cart fleet.
7. The bidder must supply materials (including photographs if available) and Spec Information that describe the golf carts, concession vehicle and caged cart in detail.
8. The vendor must supply at least thirty (30) cars to the course as of January 1, 2025, if requested. These vehicles may be used but must be in good working order. The eighty (85) car new fleet must be ready for delivery by March 1, 2025. The golf course staff will notify the vendor for the exact delivery date.
9. A full-service lease agreement should include the following items:
  - a. The percentage of the total revenues for cart rentals that the Park & Recreation Department will receive.
  - b. Contract dates should run calendar year January 1, 2025, through December 31, 2028.
  - c. Maintenance requirements of the carts on our part and your part. Timeline for service on down cars. Must specify repair or replace within 48 hours.
  - d. Cars must be maintained in good working order and good aesthetic condition, or they must be replaced with a 2025 year or newer vehicle that complies with the balance of conditions in this document.
  - e. All cars must be new 2025 carts.
  - f. 55 golf cars will be picked up at the conclusion of the season, upon the date requested by golf course management. A maximum of thirty (30) cars shall be left over the winter months.
  - g. Golf cars will be delivered upon date requested by golf course management. Typically, these cars would need to be delivered on approximately March 1st, of each year of the lease. If the vendor is unable to provide the cars specified, or on the date specified, any deviation should then be clarified within the bid submittal for review.
  - h. 55 golf cars will be picked up at the conclusion of the season, upon the date requested by golf course management. A maximum of thirty (30) cars shall be left over the winter months.
  - i. Payment arrangements.
  - j. All cars must be numbered in numerical order with readable decals. One decal shall be placed on rear passenger side, and one to be placed on the driver side (under armrest). Numbers shall be no smaller than 2 inches in height.
  - k. Responsibility of taxes.

- l. Special event cars must be available upon request of golf course management during the course of the season. Anywhere from 10 to 30 cars, depending on the special event, may be required.
- m. Rate for special event cars to be listed on the bid proposal form.
- n. Must be able to respond to any emergency within a 24-hour period.
- o. The vendor may display a decal indicating the name and address of the car company but may not carry any other advertising.
- p. Please specify in your proposal the color combinations available for the carts. The golf course management will have final decision on the color combination for the carts.
- q. Cars will be provided annually at no charge for the following events:
  - 40 cars for the Friends of Bettendorf Spring Senior Cart Tour. Date TBD
  - Mix of 20 golf cars, utility vehicles, and multi-passenger cars for the City of Bettendorf 4<sup>th</sup> of July parade.
  - 40 cars for the Friends of Bettendorf Fall Senior Cart Tour. Date TBD

10. Functional equivalents to the specifications shall be considered.

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024

**REQUESTED BY:** Decker Ploehn, City Administrator



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### Item Title

Resolution approving a Donation Agreement between the City of Bettendorf and Ann I. Schroeder relating to the donation of certain real property to the City of Bettendorf.

### Explanation

Ann Schroeder is the owner of certain property adjacent to Crow Creek Park that she would like to donate to the City of Bettendorf. The City has worked with the donor to ensure the donor's intent is consistent with the long-term plans of the City and the City's Parks and Recreation Master Plan.

The estimated cost of the tree requirement both in purchase and protection is approximately \$7,500 and the City Administrator is working with a private donor to fund a significant portion of that.

City staff recommends approval of this Donation Agreement. The Donation Agreement sets forth the donor's agreement to donate the property (approximately 18 acres as illustrated and described in the Donation Agreement) to the City, and the agreement of the City to accept the donation. The Donation Agreement also sets forth certain use and maintenance obligations relating to the donated property.

**If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

### List Attachments

- Resolution
- Donation Agreement

**RESOLUTION \_\_\_\_\_ - 24**

**RESOLUTION APPROVING A DONATION AGREEMENT BETWEEN THE CITY OF BETTENDORF AND ANN I. SCHROEDER RELATING TO THE DONATION OF CERTAIN REAL PROPERTY TO THE CITY OF BETTENDORF**

**WHEREAS**, Ann I. Schroeder is the owner of certain real property as described in the Donation Agreement (the “Property”) and desires to donate the Property to the City of Bettendorf (the “City”); and

**WHEREAS**, the City desires to accept the Property consistent with the use and maintenance obligations described in the Donation Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bettendorf, Iowa, that a Donation Agreement and the resultant transaction is approved, and further authorizes the Mayor and City Clerk to execute the Donation Agreement and such other documents necessary to close the transaction contemplated by the Donation Agreement.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Mayor Robert S. Gallagher

ATTEST:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

## DONATION AGREEMENT

**THIS DONATION AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of December, 2024, by and between the CITY OF BETTENDORF, an Iowa municipal corporation (the “City”), and ANN I. SCHROEDER (“Schroeder”).

### RECITALS

A. Schroeder is the owner of certain property described as Lot 1 on Exhibit A (the “Property”).

B. Schroeder desires to donate the Property to the City, provided the City uses and maintains the Property as described herein.

C. The City desires to accept the Property consistent with the use and maintenance obligations described herein.

**NOW, THEREFORE**, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**Section 1. Incorporation of Recitals.** The parties agree that all of the recitals contained in the recitals to the Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

**Section 2. Donation of the Property.**

(a) Schroeder agrees to donate the Property to the City, subject to all the terms, covenants, and conditions of this Agreement.

(b) The City agrees to accept the donation of the Property and will execute such documents as reasonably requested by Schroeder relating to the intent of the transaction.

(c) The parties shall close at such time and place as the parties mutually agree.

**Section 3. Conveyance of the Property.**

(a) Form of Deed. Schroeder shall convey title to the Property by Warranty Deed (“Deed”). Schroeder represents that she knows of no conditions, faults or defects, whether environmental or otherwise. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the United States of America and state of Iowa, and laws and ordinances of the city of Bettendorf, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record.

(b) Proration of Taxes and Adjustments.

1. Schroeder shall be current on all tax payments and shall pro-rate general real estate taxes for the current tax year at time of closing; and
2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.

(c) Abstract and Title. Schroeder shall promptly obtain an abstract of title to the Property and deliver it to the City's attorney for examination. It shall show marketable title in Schroeder and conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association.

(d) Unrecorded Liens, Assessments, Security Interests. Schroeder represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property. If any representation above is untrue on the closing date, the Agreement may be terminated by the City.

**Section 4. Use and Maintenance.** The City agrees to use and maintain the Property as described on Exhibit B.

**Section 5. Notices.** All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3<sup>rd</sup>) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to the City:	City of Bettendorf Attn: City Administrator 1609 State Street Bettendorf, IA 52722
If to Schroeder:	Ann I. Schroeder 4320 Tanglewood Road Bettendorf, IA 52722
Copy to:	Stanley, Lande & Hunter Attn: Clemens A. Werner, Jr. 201 W. Second Street, Suite 1000 Davenport, IA 52801

**Section 6. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**Section 7. Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**Section 8. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa with venue in District Court for Scott County, Iowa.

**Section 9. Amendments.** This Agreement (together with any Exhibits attached hereto) constitutes the entire agreement among the City and Schroeder supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

**Section 10. Waiver.** Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**Section 11. Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as a party may reasonably request in order to carry out the intent and accomplish the purpose of this Agreement.

**Section 12. Effective Date.** This Agreement shall be effective on the later of (i) the day on which this Agreement is authorized for execution pursuant to duly enacted City proceedings authorizing the execution of and adoption of this Agreement and (ii) the execution and delivery of this Agreement by each party hereto.

*(The remainder of this page is intentionally left blank).*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the above date.

CITY OF BETTENDORF, an Iowa  
municipal corporation

---

Mayor Robert S. Gallagher

Attest:

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Decker P. Ploehn, City Clerk

ANN I. SCHROEDER

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FINAL PLAT  
SUBDIVISION  
NAME

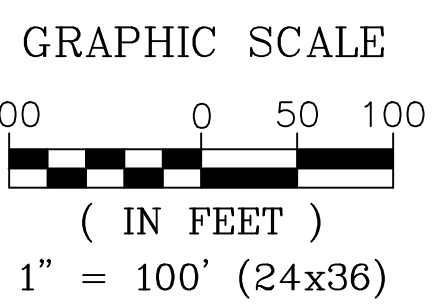
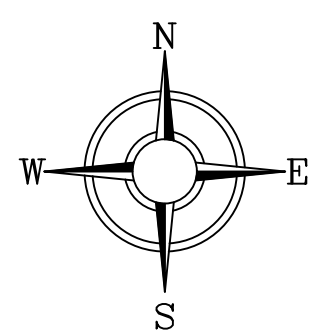


**NOTES:**  
 MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
 ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHTS-OF-WAY.  
 COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE, ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.  
 THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.  
 ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS.  
 "UTILITY EASEMENTS" SHALL ACCOMMODATE GAS, ELECTRIC, WATER, SANITARY SEWER AND COMMUNICATION LINES AS NEEDED.  
 BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

APPROVAL SIGNATURES:  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 MAYOR  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY CLERK  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHAIRMAN PLAN & ZONE  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 CENTURY LINK  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 IOWA - AMERICAN WATER COMPANY  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 MEDIACOM  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 METRONET  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 MIDAMERICAN ENERGY  
 \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

PLAT INFORMATION

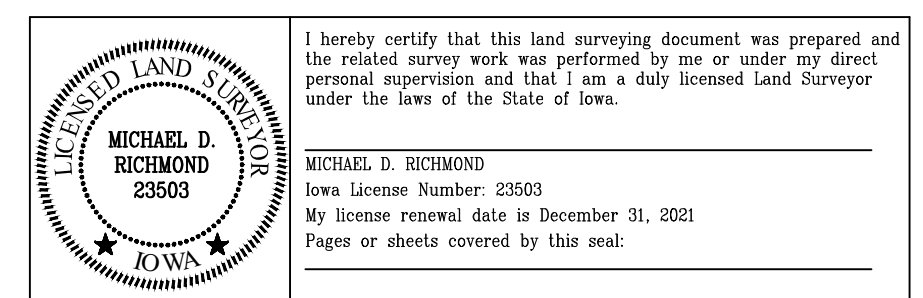
- Owner:  
Harold V. Schroeder  
4320 Tanglewood Road  
Bettendorf, Iowa 52722
- Engineer:  
Townsend Engineering  
2224 East 12th Street  
Davenport, Iowa 52803  
Ph: (563) 386-4236
- Surveyor:  
Michael D. Richmond  
2224 East 12th Street  
Davenport, Iowa 52803  
Ph: (563) 386-4236
- Attorney:  
TBD



**LEGEND:**  
 DEED DIMENSION = (0.00')  
 FIELD DIMENSION = 0.00'  
 MONUMENTS FOUND:  
 AS NOTED = ●  
 MONUMENTS SET:  
 #5 REBAR W/ YELLOW CAP #23503 = ○  
 BOUNDARY LINE = ————  
 FENCE LINE = - - - - -  
 EASEMENT LINE = - · - · -  
 SETBACK LINE = - · - · -  
 SECTION LINE = - - - - -

WEST 1/4 CORNER,  
 SEC. 14  
 FND CUT "X"  
 DOC. #2021-24911

CENTER OF SEC. 14  
 #5 REBAR W/ YELLOW CAP  
 #5080 7222  
 DOC. #2021-24910



DATE:  
12/16/2021  
 563 386.4236 office 386.4231  
 2224 East 12th Street, Davenport, IA 52803

DRAWN BY:  
KLC  
 CHECKED BY:  
MDR  
 LOCATION:  
S:\SCHROEDER-BETTENDORF

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT  
 FINAL PLAT  
 XX SUBDIVISION  
 BETTENDORF, IOWA

PREPARED FOR  
 HAROLD SCHROEDER  
 4320 TANGLEWOOD ROAD  
 BETTENDORF, IOWA 52722

SHEET NO.  
 1  
 OF  
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Exhibit B  
Use and Maintenance of the Property

The City shall use and maintain the Property as part of the City of Bettendorf Parks and Recreation Department. The Property shall be used as a refuge for wildlife and for natural walkways for recreational hiking. The Property will have no concrete except as necessary to stabilize agreed upon benches and trash receptacles, and for the vehicle turnaround (no parking allowed) as set forth on the plat of the Property.

The Property will be known as “Ann’s Place”. The City and Schroeder will work together to identify location(s) for a bench(s) and/or stone(s) to commemorate the Property as such. Such locations shall include a bench with the inscription “In Memory of Harry and Ottilia Meinert by their daughters Ann Meinert Schroeder and Linda Meinert Lyons” set forth on the back support area of such bench, or as otherwise agreed by the parties. Adjacent to such bench would be a large stone, as agreed by the parties, with the inscription “Ann’s Place – A Wildlife Sanctuary,” or as otherwise agreed by the parties. No hunting will be allowed on the Property. The City understands Schroeder’s concern about potential trespassers onto Schroeder’s property from the donated Property. In the event of consistent problems with such issue, the City agrees to take steps to address the issue including the potential installation of a fence.

The Property will be developed over time in the manner consistent with returning the Property to an open woodland/savanna habitat. The Property has been seeded with a savanna wildflower grass mix, and the City will maintain it in a manner consistent with the intention to provide natural open woodland area with native trees to the extent possible. The City will endeavor to procure and plant trees on the Property as set forth below, with the understanding between the parties that substantially similar substitutions may be required based upon availability and other unforeseen circumstances:

- a) Recommended species for 5.25 acres of higher ground:
  - (i) Bur oak (50)
  - (ii) Shagbark hickory (20)
  - (iii) Chinquapin oak (20)
  - (iv) Black walnut (10)
- b) Recommended for 1.25 acres of lowland ground
  - (i) Swamp white oak (20)
  - (ii) Paw paw (10) – plant in shadier areas
  - (iii) Butternut (10)
  - (iv) Hedge apple (10)
- c) Trees/shrubs for around the edge:
  - (i) Wild plum (10)
  - (ii) Serviceberry (10)
  - (iii) Hazelnut (10)

## COUNCIL LETTER

**MEETING DATE:** December 17, 2024

**REQUESTED BY:** Michelle Spencer, Sr. Admin. Assistant



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### Item Title

Resolution approving alcohol license renewals and requests.

### Explanation

The Licensing of businesses contribute to the mission of a growing, competitive business environment. The applicant for Five Cities Brewing and Swirl have submitted the necessary documentation to issue the respective license and/or permits as required by the State of Iowa.

A criminal history background check has been requested and/or conducted.

The Bettendorf Fire Department has determined that the applicants are in compliance with federal, state, and local requirements.

### **If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:**

N/A

### List Attachments

- Resolution

**RESOLUTION APPROVING ALCOHOL LICENSE RENEWALS  
AND REQUESTS**

**WHEREAS**, the City Council of the City of Bettendorf, Iowa has received application for the following alcohol license renewals and/or requests:

License renewals for Five Cities Brewing and Swirl

**BE IT RESOLVED** by the City Council of the City of Bettendorf, Iowa, that pursuant to Iowa Code Chapter 123 the applications be approved; and

**BE IT FURTHER RESOLVED** that the City Clerk is herewith directed to certify to the Iowa Department of Commerce, Alcoholic Beverages Division, the City Council's approval of said applications.

**PASSED, APPROVED AND ADOPTED** this 17<sup>th</sup> day of December, 2024

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Robert S. Gallagher, Mayor

ATTEST:

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Decker P. Ploehn, City Clerk

**Bettendorf City Council AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
QCA SPAS, INC.	12/18/2024	128386	12/11/2024	121024	REFUND ON BUSINESS LICENSE ONLINE ALREADY PAID FOR 2024 LICENSE 6/12/2024	75.00	General Fund	Balance Sheet		
TREASURER, STATE OF IOWA	11/5/2024	2500261	9/30/2024	9302024	SEPTEMBER SALES TAX - REC	582.60	General Fund	Balance Sheet		
WAGeworks	11/13/2024	2500268	11/12/2024	INV7170684	FLEX CLAIMS	5,202.38	General Fund	Balance Sheet		
						<b>5,859.98</b>		<b>Balance Sheet Total</b>		
EDMUND C. GRABER	12/18/2024	128332	11/25/2024	112524	Consulting Services for November 1-30, 2024	1,832.00	General Fund	Mayor & Council	1001-0101-55013	
BI-STATE REGIONAL COMMISSION	12/18/2024	128316	11/25/2024	11385	CEO/CAO Meeting 11/15/24 - Mayor Gallagher & City	47.96	General Fund	Mayor & Council	1001-0101-53004	
GLASS BLAST	12/18/2024	128336	12/2/2024	109091	Recognition Plaque for PV Girls Volleyball Team State Championship	109.00	General Fund	Mayor & Council	1001-0101-56033	
HY-VEE, INC. PW & AD	12/18/2024	128341	12/5/2024	514896	Funeral Arrangement for Allen Hale, Friends of Family Museum	65.00	General Fund	Mayor & Council	1001-0101-56033	
LOGO PRO, LLC	12/18/2024	128357	11/8/2024	25817	Coffee cups - Gifts for Tis the Season attendees	1,723.65	General Fund	Mayor & Council	1001-0101-56007	Tis the Season
LOGO PRO, LLC	12/18/2024	128357	11/11/2024	25782	Coffee cups for FOT Parade Participants	270.98	General Fund	Mayor & Council	1001-0101-56007	Festival Of Trees
LOGO PRO, LLC	12/18/2024	128357	11/22/2024	25811	Felt Santa Hats for FOT Parade Participants	246.39	General Fund	Mayor & Council	1001-0101-56007	Festival Of Trees
VISIT QUAD CITIES	12/11/2024	128262	7/1/2024	QCCVB07012024	25% HOTEL/MOTEL TAX 4TH QUARTER FY24	78,668.17	General Fund	Mayor & Council	1001-0101-55013	
VISIT QUAD CITIES	12/11/2024	128262	9/30/2024	QCCVB09302024	25% HOTEL/MOTEL TAX 1ST QUARTER FY25	115,833.95	General Fund	Mayor & Council	1001-0101-55013	
						<b>198,797.10</b>		<b>Mayor &amp; Council Total</b>		
AHLERS & COONEY, P.C.	12/18/2024	128304	11/14/2024	878717	Urban Renewal Services	136.00	General Fund	Finance		
HOLIDAY INN AIRPORT DES MOINES	12/11/2024	128250	10/21/2024	110880	AMY HENZE MEETING STAY	237.44	General Fund	Finance	1001-0201-53004	
VESTIS	12/18/2024	128413	12/2/2024	6150463223	FIRST AID	29.98	General Fund	Finance	1001-0202-56007	
VESTIS	12/18/2024	128413	12/9/2024	6150466679	first aid	29.98	General Fund	Finance	1001-0202-56007	
CULLIGAN OF DAVENPORT	12/18/2024	128324	11/26/2024	538531	WATER	24.95	General Fund	Finance		
CULLIGAN OF DAVENPORT	12/18/2024	128324	12/4/2024	539361	WATER	14.95	General Fund	Finance		
ROCHESTER ARMORED CAR CO., INC.	12/18/2024	128393	11/30/2024	162562A	01 TRANSPORT	194.94	General Fund	Finance	1001-0202-55081	
						<b>668.24</b>		<b>Finance Total</b>		
SARA J. DRESCHER	12/18/2024	128397	12/2/2024	780	3 Frames for Awards	411.00	General Fund	Police		
IOWA LAW ENFORCEMENT ACADEMY	12/18/2024	128345	12/2/2024	328343	Registration for Bratek and Schwarz	150.00	General Fund	Police		
AXON ENTERPRISES INC.	12/18/2024	128313	12/1/2024	INUS301965	Taser Basic Bundle 5 year Contract	22,835.21	General Fund	Police		
K & K HARDWARE	12/18/2024	128352	10/14/2024	257828	Tarp Cover - For Vehicles	41.98	General Fund	Police	1001-0311-56004	
K & K HARDWARE	12/18/2024	128352	10/14/2024	257817	40QT WHL Ice Chest	57.99	General Fund	Police	1001-0311-56004	
RAY O'HERRON CO.INC.	12/18/2024	128387	12/4/2024	3209317	Uniforms - Lewis-Bresnahan	826.33	General Fund	Police		
RAY O'HERRON CO.INC.	12/18/2024	128387	12/5/2024	3209317-1	Uniforms - Nathan Lewis-Bresnahan	70.09	General Fund	Police		
UNIFORM DEN, INC.	12/18/2024	128410	11/14/2024	117510	Uniforms - E. Poirier	91.95	General Fund	Police		
XPRESS TUNNEL WASH	12/18/2024	128418	12/3/2024	1074	Car Wash (Nov)	143.00	General Fund	Police	1001-0311-54004	
JOHNSON COUNTY SHERIFF'S OFFICE	12/18/2024	128350	11/21/2024	112124JFACT	Two Phone Extractions - 24-26647	200.00	General Fund	Police		
K & K HARDWARE	12/18/2024	128352	11/22/2024	260320	Oil Absorbent for Evidence Garage	8.98	General Fund	Police	1001-0313-56004	
MUNICIPAL ELECTRONICS DIVISION LLC	12/18/2024	128373	11/26/2024	71099	Radar Recert	1,310.00	General Fund	Police		
STOP STICK, LTD.	12/18/2024	128401	11/25/2024	0036058-IN	Stop Stick Kits	1,174.00	General Fund	Police		
K & K HARDWARE	12/18/2024	128352	11/27/2024	260615	Eye bolt and Leash for X-Ball	18.98	General Fund	Police	1001-0318-56004	
						<b>27,339.51</b>		<b>Police Total</b>		
RELIANT FIRE APPARATUS, INC	12/18/2024	128388	11/27/2024	5CI000534	Pump Kit/E1	343.75	General Fund	Fire	1001-0411-54004	
ABBEY CARPET GALLERY	12/18/2024	128301	11/13/2024	CG401130	Carpet Install - Station 4 Sleeping Room	400.00	General Fund	Fire		
JOHNSON CONTROLS FIRE PROTECTION	12/18/2024	128349	12/2/2024	24445328	Fire Alarm Test/Inspect ST2	2,524.70	General Fund	Fire	1001-0415-55081	
K & K HARDWARE	12/4/2024	128241	10/31/2024	258917	corner bead	19.96	General Fund	Fire	1001-0415-54001	
K & K HARDWARE	12/4/2024	128241	10/31/2024	258915	sheetrock compound	56.64	General Fund	Fire	1001-0415-54001	
K & K HARDWARE	12/18/2024	128352	11/27/2024	260604	Station Supplies	24.26	General Fund	Fire	1001-0415-56007	

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Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
K & K HARDWARE	12/18/2024	128352	11/29/2024	260669	Station Supplies	40.97	General Fund	Fire	1001-0415-56007	
K & K HARDWARE	12/18/2024	128352	12/4/2024	261002	Snow Blower/ST2	698.96	General Fund	Fire	1001-0415-56004	
K & K HARDWARE	12/18/2024	128352	12/9/2024	261219	Paint Supplies/Tubing RIT Class	22.03	General Fund	Fire	1001-0415-56007	
K & K HARDWARE	12/11/2024	128253	12/10/2024	261349	Station Supplies	78.96	General Fund	Fire	1001-0415-56007	
PS3 ENTERPRISES, INC	12/18/2024	128385	11/26/2024	173346	Unit Rental NOV / TC	100.00	General Fund	Fire		
THYMET PEST CONTROL	12/18/2024	128407	11/27/2024	152093	Monthly Service/ST4	58.00	General Fund	Fire		
VALLEY OUTDOOR LLC	12/18/2024	128412	12/4/2024	13345	Lawn Care ST3 and ST4	438.00	General Fund	Fire	1001-0415-55081	
						<b>4,806.23</b>		<b>Fire Total</b>		
ADVANCED WILDLIFE CONTROL COMP	12/18/2024	128303	11/30/2024	113024A	Animal Removal	355.00	General Fund	Public Works		
HEMPEL PIPE & SUPPLY, INC.	12/18/2024	128340	11/19/2024	519860	Pump Gasket Kits	19.20	General Fund	Public Works		
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Community CenterAlcoholics Anonymous 0948077018OCT24	61.56	General Fund	Public Works	1001-0525-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Community Center - Bldg 0969077019OCT24	444.12	General Fund	Public Works	1001-0525-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Pk Garage Pk Maintby PW building 2628077011OCT24	17.20	General Fund	Public Works	1001-0525-54008	
THYMET PEST CONTROL	12/18/2024	128407	11/25/2024	152014	Pest Control	63.00	General Fund	Public Works		Com Ctr Main FY24/25
THYMET PEST CONTROL	12/18/2024	128407	11/26/2024	152082	Pest Control	60.00	General Fund	Public Works		Library Maint FY24/25
MIRROR IMAGE CLEANING	12/18/2024	128369	12/1/2024	1620	Custodial Service - November	1,885.00	General Fund	Public Works		Library Custodial FY24/25
BETTENDORF N & S LOCK INC.	12/18/2024	128315	11/5/2024	62414	Winterize FGP	210.00	General Fund	Public Works		
D & K PRODUCTS	12/18/2024	128326	12/4/2024	85693IN	Pond Treatments	3,474.00	General Fund	Public Works		
DAVE'S ROOFING	12/4/2024	128239	11/27/2024	112724	Roof replacement at Veterans Memorial Bandshell	6,650.00	General Fund	Public Works	1001-0572-54001	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Eagles Landing Shelter 0045153004OCT24	10.00	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Dog Park Lights 0322079001OCT24	12.45	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Lincoln Park Splash Pad 0400125000OCT24	10.40	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park DekHockey 0408058021OCT24	174.94	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Middle Park Gazebo 0459012030OCT24	11.80	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	6000 Forest Grove Rd 0632145009OCT24	21.47	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Pk Entrance RestroomAlcoa Grant Building	22.10	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Lights Field 7 0839154004OCT24	10.00	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Scheck Park Shelter &Security Lights 0927077017OCT24	20.24	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	VMP Band Shell 1032077013OCT24	33.33	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Park Lagoon North FountainHouse East Pole	11.30	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Park Garage 1200077016OCT24	95.95	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Park Baseball Field 1221077017OCT24	40.25	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Park Stone House 1242077018OCT24	33.98	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Leach Park 1263077019OCT24	33.57	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Edgewood Park 1305077018OCT24	19.83	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Lights Field 5 1331090009OCT24	42.85	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Riverfront Trail Lights 1363053047OCT24	641.49	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Lights 4 Plex 1368027009OCT24	24.63	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Leach Park 1452077013OCT24	14.54	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Street Lights Parks Dept 1746077019OCT24	1,073.68	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Park Archery Bldg 1767077010OCT24	88.59	General Fund	Public Works	1001-0572-54008	

**Bettendorf City Council AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Park Lagoon WarmingHouse Lights 1788077011OCT24	33.86	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Meier Park 600 GrantStreet 1872077013OCT24	22.36	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Bush Scenic Overlook 2031156000OCT24	14.87	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Lights Field 1 2040077019OCT24	139.09	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Shelter 3 andRR at Field 5 2061077010OCT24	31.55	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Irrigation andSoccer shelter 2082077011OCT24	11.71	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Park Shelter 1 2229077029OCT24	11.30	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park 4Plex ParkingLot 2250077014OCT24	13.91	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Garage/PumpHouse 2271077015OCT24	117.70	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Shelter 1 2334077039OCT24	10.98	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Park Shelter 2 2355077023OCT24	-	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Shelter 3 2355077078OCT24	10.83	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	McManus Park 2418077016OCT24	11.87	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Pk Dog Park Lights 2473159007OCT24	28.12	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	McManus Park 2586077012OCT24	19.60	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Centennial Garden 2843096000OCT24	10.32	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Park Lagoon South FountainWest Pole 3207166036OCT24	51.88	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Field Sike Park 3578121009OCT24	10.98	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Middle Pk PlaygroundShelter Lights 4755166000OCT24	10.90	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park Dekhockey &Lights Fields 2&3 5076157007OCT24	212.07	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	DG Park Restroom 5112101010OCT24	19.10	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	CC Park ConcessionStand 5718088005OCT24	48.19	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Optimist Park 6684072018OCT24	10.00	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Kiwanis Park 7118127018OCT24	28.12	General Fund	Public Works	1001-0572-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Forest Grove ParkShelter 7653169001OCT24	25.69	General Fund	Public Works	1001-0572-54008	
MTI DISTRIBUTING	12/18/2024	128371	11/25/2024	1455825-01	Repair 4100D	26.88	General Fund	Public Works		
PETERSEN PLUMBING & HEATING	12/18/2024	128381	11/27/2024	271753S	Winterizing Lincoln Park	1,392.55	General Fund	Public Works		
PS3 ENTERPRISES, INC	12/18/2024	128385	11/26/2024	173349	Leech Park 100 12th St	56.10	General Fund	Public Works		

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PS3 ENTERPRISES, INC	12/18/2024	128385	11/26/2024	173351	McManus Park	130.90	General Fund	Public Works		
PS3 ENTERPRISES, INC	12/18/2024	128385	11/26/2024	173350	Crow Creek Park - Deck Hockey	284.90	General Fund	Public Works		
S J SMITH CO. INC.	12/18/2024	128395	11/30/2024	776317	Rental	10.50	General Fund	Public Works		
S J SMITH CO. INC.	12/18/2024	128395	11/30/2024	776316	Rental	63.00	General Fund	Public Works		
WASTE COMMISSION OF SCOTT CO.	12/18/2024	128415	11/30/2024	113024PKS	Mixed C&D/RCL	228.00	General Fund	Public Works		
						<b>18,784.30</b>		<b>Public Works Total</b>		
TREASURER, STATE OF IOWA	11/5/2024	2500261	9/30/2024	9302024	PARKS SALES TAX	972.45	General Fund	Parks & Recreation		
TODD CLEARMAN	12/18/2024	128408	11/29/2024	241129	Nov 2024 Adult Basketball Ref Pay	444.00	General Fund	Parks & Recreation		Adult Basketball League
THOMAS R KNOWLES	12/18/2024	128405	12/5/2024	241218	07/01/24-12/31/24 Band Director Payment	2,500.00	General Fund	Parks & Recreation		
JEFFREY VAN DER EEMS	12/18/2024	128348	12/2/2024	241202	#11981 Pickleball Adult Clinic Instruction, BCC Pickleball	432.25	General Fund	Parks & Recreation		Pickleball-Vandereems
BRAVE WORKS	12/18/2024	128317	12/2/2024	241202	#11414 Tumbling Class Instruction	364.00	General Fund	Parks & Recreation		Tumbling Classes
BRAVE WORKS	12/18/2024	128317	12/2/2024	241202	#11415 Tumbling Class Instruction	416.00	General Fund	Parks & Recreation		Tumbling Classes
BRAVE WORKS	12/18/2024	128317	12/2/2024	241202	#11416 Tumbling Class Instruction	520.00	General Fund	Parks & Recreation		Tumbling Classes
BRAVE WORKS	12/18/2024	128317	12/2/2024	241202	#11417 Tumbling Class Instruction	-	General Fund	Parks & Recreation		Tumbling Classes
BRAVE WORKS	12/18/2024	128317	12/2/2024	241202	#11505 Tumbling Class Instruction	520.00	General Fund	Parks & Recreation		Tumbling Classes
BRAVE WORKS	12/18/2024	128317	12/2/2024	241202	#11418 Tumbling Class Instruction	520.00	General Fund	Parks & Recreation		Tumbling Classes
SWIRLATPLEX LLC	12/18/2024	128402	12/2/2024	241202	#11695 Holiday Wine & Food Pairing Instruction	1,200.00	General Fund	Parks & Recreation		Marlise Barrett Wine Clas
DREW BOFELI	12/18/2024	128328	11/29/2024	241129	Nov 2024 Adult Basketball Ref Pay	222.00	General Fund	Parks & Recreation		Adult Basketball League
SCOTT VERSTRAETE	12/18/2024	128398	11/29/2024	241129	Nov 2024 Adult Basketball Ref Pay	222.00	General Fund	Parks & Recreation		Adult Basketball League
JACOB PAUWELS	12/18/2024	128346	11/29/2024	241129	Nov 2024 Adult Basketball Ref Pay	333.00	General Fund	Parks & Recreation		Adult Basketball League
AUSTIN THORTON	12/18/2024	128311	11/29/2024	241129	Nov 2024 Adult Basketball Ref Pay	444.00	General Fund	Parks & Recreation		Adult Basketball League
ROBERT JOHNSON	12/18/2024	128392	11/29/2024	241129	Nov 2024 Adult Basketball Ref Pay	111.00	General Fund	Parks & Recreation		Adult Basketball League
MEGHAN DALTON	12/18/2024	128362	12/2/2024	241202	#11666 Intermediate, #11665 Beginner, and Drop-in Line	1,860.00	General Fund	Parks & Recreation		Line Dancing
VESTIS	12/18/2024	128413	11/25/2024	6150459711	First Aid Supplies	29.98	General Fund	Parks & Recreation	1001-0705-56010	
VESTIS	12/18/2024	128413	12/2/2024	6150463222	First Aid Service	29.98	General Fund	Parks & Recreation	1001-0705-56010	
BETTENDORF N & S LOCK INC.	12/18/2024	128315	12/5/2024	25350	Pad Lock Keys/Gates	24.75	General Fund	Parks & Recreation		
HAMPTON CRANES, INC.	12/18/2024	128338	12/3/2024	81106-68	60 Ton Terex Crane Rental - Christmas Tree Installation	1,368.00	General Fund	Parks & Recreation	1001-0730-55015	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	4th of July 0207029002OCT24	-	General Fund	Parks & Recreation	1001-0740-54008	4th Of July
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	4th of July 4385143004OCT24	10.00	General Fund	Parks & Recreation	1001-0740-54008	4th Of July
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	4th of July 4683007002OCT24	-	General Fund	Parks & Recreation	1001-0740-54008	4th Of July
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	4th of July 6523111018OCT24	-	General Fund	Parks & Recreation	1001-0740-54008	4th Of July
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Temp 4th of July 8183122001OCT24	10.00	General Fund	Parks & Recreation	1001-0740-54008	4th Of July
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	Temp III 4th of July 8803133008OCT24	-	General Fund	Parks & Recreation	1001-0740-54008	4th Of July
						<b>12,553.41</b>		<b>Parks &amp; Recreation Total</b>		
CULLIGAN OF DAVENPORT	12/18/2024	128324	11/22/2024	538443	BOTTLED WATER	37.95	General Fund	Community Development		
CULLIGAN OF DAVENPORT	12/18/2024	128324	11/30/2024	538965	BOTTLED WATER DISPENSER RENTAL	9.50	General Fund	Community Development		
SCOTT COUNTY RECORDER	12/4/2024	128245	11/18/2024	2024-019048/049	6891 & 7091 GENESIS WAY BOND RELEASE	14.00	General Fund	Community Development	1001-3001-55005	
MARK HUNT	12/18/2024	128360	12/4/2024	120424	MILEAGE REIMBURSEMENT	102.18	General Fund	Community Development		
OAK AND MAKER DESIGN COMPANY	12/4/2024	128244	11/10/2024	206	MACHINE OPERATOR	434.39	General Fund	Community Development	1001-3003-55081	
OAK AND MAKER DESIGN COMPANY	12/4/2024	128244	11/10/2024	206	OPERATOR WITH HAND TOOLS	103.47	General Fund	Community Development	1001-3003-55081	
JEREMY PETERSEN	12/4/2024	128240	11/22/2024	ICC TRAVEL REIMB	MEALS FOR 2 DAYS PER DIEM	110.00	General Fund	Community Development	1001-3006-53004	
JEREMY PETERSEN	12/4/2024	128240	11/22/2024	ICC TRAVEL REIMB	MILEAGE REIMB 344 MILES	230.48	General Fund	Community Development	1001-3006-53004	
IOWA ASSOCIATION OF BLDG OFFICIAL	12/18/2024	128344	11/21/2024	IABO 2025	ANNUAL DUES FOR PETERSEN, STILSON & CAIN	135.00	General Fund	Community Development		
PETTY CASH/CITY ANNEX	12/18/2024	128383	8/19/2024	25-002	COFFEE - COMMUNITY DEVELOPMENT	17.97	General Fund	Community Development	1001-3006-56006	
PETTY CASH/CITY ANNEX	12/18/2024	128383	10/14/2024	25-004	COFFEE - COMMUNITY DEVELOPMENT	18.97	General Fund	Community Development	1001-3006-56006	
						<b>1,213.91</b>		<b>Community Development Total</b>		

**Bettendorf City Council AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
RIVERBEND SIGNWORKS	12/18/2024	128390	10/24/2024	19117	The Landing Banners Coming Soon""	1,862.50	General Fund	Economic Development		
						<b>1,862.50</b>		<b>Economic Development Total</b>		
IMPERIAL	12/18/2024	128342	11/26/2024	288002:474512	Coffee Supplies for City Hall & Police Dept	185.85	General Fund	City Administration	1001-4101-56006	
SAM'S CLUB AD	12/18/2024	128396	11/3/2024	11032024	LATE FEES	4.79	General Fund	City Administration		
COLUMN SOFTWARE PBC	12/18/2024	128322	12/5/2024	120524	Public Hrg Notices for PHGC Entrance Culvert Replacement and Amend City Code Title 10; and publish Ordinance 23-24	70.83	General Fund	City Administration	1001-4102-55014	
						<b>261.47</b>		<b>City Administration Total</b>		
CARDIOVASCULAR MEDICINE PC	12/11/2024	128247	11/22/2024	11222024-145767	Employee Testing, Acct 145767	22.04	General Fund	Human Resources	1001-4201-55013	
PERSONAL ASSISTANCE SERVICES	12/18/2024	128380	12/9/2024	15419	Quarterly EAP Services, INV 15419	2,067.00	General Fund	Human Resources		
DSI MEDICAL SERVICES	12/18/2024	128329	11/30/2024	5411	6 DOT MRO Bundled, DSI INV 005411	450.00	General Fund	Human Resources		
GENESIS OCCUPATIONAL HEALTH	12/18/2024	128335	12/3/2024	220207	Employee Testing, INV 220207	1,573.00	General Fund	Human Resources		
						<b>4,112.04</b>		<b>Human Resources Total</b>		
						<b>276,258.69</b>	<b>General Fund Total</b>			
VESTIS	12/18/2024	128413	11/27/2024	6150461219	FIRST AID SUPPLIES	29.98	Road Use Fund	Public Works	2060-0501-56006	
VESTIS	12/18/2024	128413	12/4/2024	6150464300	First Aid Supplies	29.98	Road Use Fund	Public Works	2060-0501-56006	
CULLIGAN OF DAVENPORT	12/18/2024	128324	11/22/2024	538444	WATER	51.20	Road Use Fund	Public Works		
CULLIGAN OF DAVENPORT	12/18/2024	128324	11/30/2024	538673	DISPENSER RENTAL 12/1/24 TO 12/31/24	9.50	Road Use Fund	Public Works		
IMPERIAL	12/18/2024	128342	12/4/2024	288002:477357	COFFEE & CREAMER	69.85	Road Use Fund	Public Works	2060-0501-56006	
PETTY CASH/CITY ANNEX	12/18/2024	128383	10/31/2024	25-005	MILEAGE REIMBURSEMENT FOR 2024 APWA CONFERENCE	111.22	Road Use Fund	Public Works	2060-0502-53004	
PETTY CASH/CITY ANNEX	12/18/2024	128383	11/13/2024	25-006	MEAL FOR MUNICIPAL STREET SEMINAR	12.78	Road Use Fund	Public Works	2060-0502-53004	
PETTY CASH/CITY ANNEX	12/18/2024	128383	12/5/2024	25-007	MILEAGE REIMBURSEMENT FOR GUEST LECTURER AT IOWA	249.24	Road Use Fund	Public Works	2060-0502-53004	
TERRACON CONSULTANTS, INC.	12/11/2024	128259	9/5/2024	TM59199	Wyndham West 4th Addition Testing	700.00	Road Use Fund	Public Works	2060-0502-55081	
K & K HARDWARE	12/4/2024	128241	10/2/2024	257128	lumber	61.08	Road Use Fund	Public Works	2060-0511-56007	
K & K HARDWARE	12/4/2024	128241	10/16/2024	258038	lumber	255.90	Road Use Fund	Public Works	2060-0511-56007	
K & K HARDWARE	12/4/2024	128241	10/29/2024	258792	supplies	43.74	Road Use Fund	Public Works	2060-0511-56007	
K & K HARDWARE	12/4/2024	128241	10/30/2024	258844	supplies	49.13	Road Use Fund	Public Works	2060-0511-56007	
PETTY CASH/CITY ANNEX	12/18/2024	128383	9/12/2024	25-003	CDL REIMB - RON HOFFMANN	32.00	Road Use Fund	Public Works	2060-0511-56007	
PS3 ENTERPRISES, INC	12/18/2024	128385	11/26/2024	173352	Public Works Building	77.00	Road Use Fund	Public Works		
RIVERSTONE GROUP INC.	12/18/2024	128391	11/26/2024	1347820	UPM Cold Mix	139.20	Road Use Fund	Public Works		
RIVERSTONE GROUP INC.	12/18/2024	128391	11/30/2024	1349257	UPM Cold Mix	330.60	Road Use Fund	Public Works		
COMPASS MINERALS AMERICA	12/18/2024	128323	11/20/2024	1400229	Bosch CDR software license	17,891.64	Road Use Fund	Public Works		
COMPASS MINERALS AMERICA	12/18/2024	128323	11/21/2024	1400852	ROAD DE-ICING SALT PURCHASE 2024	14,761.55	Road Use Fund	Public Works		
COMPASS MINERALS AMERICA	12/18/2024	128323	11/22/2024	1401472	ROAD DE-ICING SALT PURCHASE 2024	8,613.78	Road Use Fund	Public Works		
COMPASS MINERALS AMERICA	12/18/2024	128323	11/25/2024	1402198	ROAD DE-ICING SALT PURCHASE 2024	10,384.40	Road Use Fund	Public Works		
COMPASS MINERALS AMERICA	12/18/2024	128323	11/26/2024	1402912	ROAD DE-ICING SALT PURCHASE 2024	12,133.33	Road Use Fund	Public Works		
K & K HARDWARE	12/4/2024	128241	10/8/2024	257425	washer	8.88	Road Use Fund	Public Works	2060-0512-56007	
K & K HARDWARE	12/4/2024	128241	10/16/2024	258026	hardware	74.86	Road Use Fund	Public Works	2060-0512-56007	
WENSCO SIGN SUPPLY	12/18/2024	128416	11/15/2024	3808723	White Polycarbonate Sheets	97.75	Road Use Fund	Public Works		
GRAYBAR (DATA)	12/18/2024	128337	11/20/2024	9339867508	DATA COVER PLATES	28.00	Road Use Fund	Public Works	2060-0530-56007	
MID AMERICAN ENERGY	12/11/2024	128257	11/8/2024	559898174	6988 MIDDLE RD	18.06	Road Use Fund	Public Works	2060-0530-54008	
MID AMERICAN ENERGY	12/11/2024	128257	11/8/2024	559901361	5304 MIDDLE RD	25.61	Road Use Fund	Public Works	2060-0530-54008	
MID AMERICAN ENERGY	12/11/2024	128257	11/8/2024	559909233	6002 MIDDLE RD	49.74	Road Use Fund	Public Works	2060-0530-54008	
MID AMERICAN ENERGY	12/11/2024	128257	11/8/2024	559925196	4798 FOREST GROVE DR	67.24	Road Use Fund	Public Works	2060-0530-54008	
MID AMERICAN ENERGY	12/11/2024	128257	11/8/2024	559929203	6850 MIDDLE RD	220.22	Road Use Fund	Public Works	2060-0530-54008	
MID AMERICAN ENERGY	12/18/2024	128365	11/13/2024	560056660	3531 FOREST GROVE DR	61.01	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560536368	2218 SPRUCE HILLS DR	10.00	Road Use Fund	Public Works		

**Bettendorf City Council AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560542968	2214 SPRUCE HILLS DR	10.00	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560532155	2210 SPRUCE HILLS DR	10.00	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560535730	2206 SPRUCE HILLS DR	10.00	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560539558	2202 SPRUCE HILLS DR	13.91	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560540960	2222 SPRUCE HILLS DR	13.91	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560535852	2226 SPRUCE HILLS DR	15.14	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560546154	2201 SPRUCE HILLS DR	49.49	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	11/26/2024	560549054	2255 SPRUCE HILLS DR	121.61	Road Use Fund	Public Works		
MID AMERICAN ENERGY	12/18/2024	128365	12/3/2024	560681167	2255 MIDDLE RD	131.94	Road Use Fund	Public Works		
METRO WIRE & CABLE CORP	12/11/2024	128256	11/18/2024	1008976	Wire	2,403.93	Road Use Fund	Capital Projects	2060-5050-57074	Riverfront Bollards
METRO WIRE & CABLE CORP	12/18/2024	128363	11/20/2024	1009074	Wire	6,116.07	Road Use Fund	Capital Projects		Riverfront Bollards
METRO WIRE & CABLE CORP	12/18/2024	128363	11/20/2024	1009074	Freight	365.26	Road Use Fund	Capital Projects		Riverfront Bollards
						<b>75,959.73</b>	<b>Road Use Fund Total</b>			
TWIN BRIDGES ASSOCIATES, L.P.	12/11/2024	128260	11/20/2024	2539-120124	FY25 TIF Rebate 1st Half	112,884.50	Twin Bridges TIF	Economic Development	2539-3502-55081	
						<b>112,884.50</b>	<b>Twin Bridges TIF Total</b>			
TBK Bank	11/29/2024	2500270	11/29/2024	11292024	TIF REVENUE BONDS 2016 \$4.9 PRINCIPAL	103,507.30	Sports Center TIF	Finance		
TBK Bank	11/29/2024	2500270	11/29/2024	11292024	TIF REVENUE BONDS 2016 \$4.9 INTEREST	133,587.62	Sports Center TIF	Finance		
						<b>237,094.92</b>	<b>Sports Center TIF Total</b>			
IOWA FINANCE AUTHORITY	12/2/2024	2500272	11/29/2024	11292024	SRF \$0.445M CURRENT INTEREST	1,964.48	Debt Service Fund	Finance		
						<b>1,964.48</b>	<b>Debt Service Fund Total</b>			
ADEL WHOLESALERS, INC.	12/18/2024	128302	11/27/2024	2145742	Copper Cap - Agape Demo	28.41	Capital Projects	Capital Projects		Agape Center Damages
BRAY ASSOCIATES- ARCHITECTS, INC	12/18/2024	128318	11/30/2024	3673-08	Police Dept & City Hall Renovation Study #8	14,272.50	Capital Projects	Capital Projects		PD & CH Feasibility Study
GENERAL CONSTRUCTORS, INC.	12/18/2024	128334	11/30/2024	230257 19	CO #1 - Frozen Landing	750,320.00	Capital Projects	Capital Projects	4000-5050-55081	Frozen Landing Replacmnt
GRAYBAR (DATA)	12/18/2024	128337	11/15/2024	9339806832	CABLE STRAPS	139.75	Capital Projects	Capital Projects	4000-5050-56007	Update Traffic Signals
GRAYBAR (DATA)	12/18/2024	128337	11/19/2024	9339846242	CABLE HOLDERS	144.87	Capital Projects	Capital Projects		Update Traffic Signals
HAWKEYE PAVING CORPORATION	12/18/2024	128339	12/4/2024	P2500006 6	PE#6 Retainage - Devils Glen Rd Widening from Crow Lake Dr to Forest Grove Dr 2024	22,364.47	Capital Projects	Capital Projects		PD & CH Feasibility Study
K & D CUTTING AND CORING INC.	12/18/2024	128351	10/31/2024	5061	CURB REPAIR - HARMONY	3,450.00	Capital Projects	Capital Projects		Street Resurface 2024
LANGMAN CONSTRUCTION COMPANY	12/18/2024	128354	10/25/2024	P2500070 3	PE#3 Palmer Hills Golf Course Parking Lot Resurfacing Project - 2024	23,179.28	Capital Projects	Capital Projects		City Parking Lots 2024
LANGMAN CONSTRUCTION COMPANY	12/18/2024	128354	10/25/2024	P2500070 3	PE#3 Change Order #1 - Entrance	128,624.93	Capital Projects	Capital Projects		City Parking Lots 2024
LANGMAN CONSTRUCTION COMPANY	12/18/2024	128354	12/4/2024	P2400009 5	PE#5 Final 2024 Alley Rehabilitation Program	16,741.28	Capital Projects	Capital Projects		Alley Rehab 2024
LANGMAN CONSTRUCTION COMPANY	12/18/2024	128354	12/9/2024	P2400009 6	PE#6 Retainage 2024 Alley Rehabilitation Program	19,407.60	Capital Projects	Capital Projects		Alley Rehab 2024
N.J. MILLER INC.	12/18/2024	128374	12/4/2024	240217 7	PE#7 Retainage Edgewood Dr Reconstruction	24,227.27	Capital Projects	Capital Projects		Edgewood Dr
N.J. MILLER INC.	12/18/2024	128374	12/5/2024	230202 22	PE22 Final & Retainage Forest Grove Drive Phase IV Project	44,613.60	Capital Projects	Capital Projects		Middle Rd & Forest Rnd Ab
N.J. MILLER INC.	12/18/2024	128374	12/5/2024	P2500006 3	PE#3 Final & Retainage - Gateway Pedestrian Bridge Trails -	58,137.97	Capital Projects	Capital Projects		Middle Rd. Gateway Bridge
PARAGON COMMERCIAL INTERIORS INC	12/18/2024	128378	11/27/2024	12523/COB02	Exterior furniture at The Landing. Omnia Partners Contract 07-	4,485.70	Capital Projects	Capital Projects	4000-5050-57074	Frozen Landing Replacmnt
PARAGON COMMERCIAL INTERIORS INC	12/18/2024	128378	11/27/2024	12523/COB02	CO #1 - change bench from oak to redwood	-	Capital Projects	Capital Projects	4000-5050-57074	Frozen Landing Replacmnt
PARAGON COMMERCIAL INTERIORS INC	12/18/2024	128378	11/27/2024	12524/COB00	Furniture for The Landing	48,417.00	Capital Projects	Capital Projects	4000-5050-57074	Frozen Landing Replacmnt
UNITED RENTALS (NORTH AMERICA) INC	12/18/2024	128411	11/20/2024	233546123-008	Container Rental	150.00	Capital Projects	Capital Projects		AGAPE CENTER DAMAGES
WALTER D. LAUD INC.	12/18/2024	128414	12/2/2024	240227 8	PE#8 Retainage 18th St Reconstruction 53rd to St Andrews	37,913.42	Capital Projects	Capital Projects		18th Recon: 53rd-St.Andrew
Manatt's Inc	12/18/2024	128359	11/16/2024	P2400010 5	PE#5 - Criswell Street Rehabilitation Project	6,280.85	Capital Projects	Capital Projects		Criswell St Reclamation
C2 CREATIVE CONCRETE	12/18/2024	128320	12/2/2024	P2500123 2	PE#2 2024 Riverfront Bollards Replacement Project	84,336.67	Capital Projects	Capital Projects		Riverfront Bollards
						<b>1,287,235.57</b>	<b>Capital Projects Total</b>			

**Bettendorf City Council AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
ONENECK IT SOLUTIONS LLC	12/18/2024	128377	11/11/2024	INV000046325	C9200-NM-4G=Catalyst 9200 4 x 1G Network Module	261.96	Technology Replacement	Finance	4020-0243-57074	IT - Finance
ONENECK IT SOLUTIONS LLC	12/18/2024	128377	12/3/2024	INV000046681	cisco network module	517.43	Technology Replacement	Finance	4020-0243-57074	IT - Finance
						<b>779.39</b>	<b>Technology Replacement Total</b>			
ELIZABETH TREIBER	12/11/2024	128248	12/3/2024	201212500	FINAL CREDIT BALANCE	936.32	Sewer Utility	Balance Sheet	5200-0000-11012	
MUNICIPAL COLLECTIONS OF AMERICA	12/18/2024	128372	11/30/2024	66929	AGENCY PMTS 11.1.2024-11.30.2024	(22.80)	Sewer Utility	Balance Sheet		
					FINAL CREDIT BALANCE 02-002689-07 GRUENHAGEN LLC 3043 SUNBURST DR					
GRUENHAGEN	12/11/2024	128249	12/3/2024	200268907		11.34	Sewer Utility	Balance Sheet	5200-0000-11012	
AMERICAN WATER- SEWER USAGE DATA	12/18/2024	128306	12/1/2024	4000295565	SEWER USAGE DATA	1,172.16	Sewer Utility	Finance		
MIDWEST MAILWORKS INC.	12/18/2024	128366	11/22/2024	252263	04 BILLS 11-18-24	73.69	Sewer Utility	Finance		
MIDWEST MAILWORKS INC.	12/18/2024	128366	11/29/2024	252264	02 LATE NOTICES 11.18.2024	354.02	Sewer Utility	Finance		
MIDWEST MAILWORKS INC.	12/18/2024	128366	12/5/2024	12524	PREPAID POSTAGE FOR QTR	5,000.00	Sewer Utility	Finance		
MUNICIPAL COLLECTIONS OF AMERICA	12/18/2024	128372	11/30/2024	66929	AGENCY FEES 11.1.24-11.30.2024	52.72	Sewer Utility	Finance		
CEDAR RAPIDS BANK & TRUST	11/29/2024	2500274	11/29/2024	11292024	Sewer Revenue Capital Loan Note 2016 \$2.03 Interest	20,610.00	Sewer Utility	Finance		
CEDAR RAPIDS BANK & TRUST	11/29/2024	2500274	11/29/2024	11292024	Sewer Revenue Capital Loan Note 2017 \$4.045 Interest	51,985.00	Sewer Utility	Finance		
CEDAR RAPIDS BANK & TRUST	11/29/2024	2500274	11/29/2024	11292024	Sewer Revenue Capital Loan Note 2020 \$2.03 Interest	30,511.25	Sewer Utility	Finance		
CITY OF DAVENPORT	12/18/2024	128321	11/22/2024	1336580	Sept 2024 Sewage Treatment Plant	132,655.88	Sewer Utility	Public Works		
CITY OF DAVENPORT	12/18/2024	128321	11/22/2024	1336577	August 2024 Sewage Treatment Plant	137,726.56	Sewer Utility	Public Works		
LANGMAN CONSTRUCTION COMPANY	12/11/2024	128255	11/7/2024	P2500162 1	Spencer Creek Lift Station Bid Package No.2 Sanitary Sewer &	393,057.18	Sewer Utility	Capital Projects	5200-5059-55081	Spencer Creek Lift Statn
LANGMAN CONSTRUCTION COMPANY	12/18/2024	128354	12/4/2024	P2500162 2	PE#2 Spencer Creek Lift Station Bid Package No.2 Sanitary	73,743.71	Sewer Utility	Capital Projects		Spencer Creek Lift Statn
MCCLURE ENGINEERING CO	12/18/2024	128361	11/30/2024	156199	Amendment #1 - #21 from 10/27/24 to 11/30/24	25,576.93	Sewer Utility	Capital Projects	5200-5059-55072	Spencer Creek Lift Statn
APOLLO EXCAVATING	12/18/2024	128309	12/4/2024	P2500170 1	PE#1 - Tanglewood Rd Sanitary Sewer Extension	53,886.61	Sewer Utility	Capital Projects		Tanglewood Sewer Ext
						<b>927,330.57</b>	<b>Sewer Utility Total</b>			
MUNICIPAL COLLECTIONS OF AMERICA	12/18/2024	128372	11/30/2024	66929	AGENCY PMTS 11.1.2024-11.30.2024	(16.12)	Solid Waste/Recycling Ent	Balance Sheet		
MIDWEST MAILWORKS INC.	12/18/2024	128366	11/22/2024	252263	04 BILLS 11-18-24	73.68	Solid Waste/Recycling Ent	Finance		
MIDWEST MAILWORKS INC.	12/18/2024	128366	11/29/2024	252264	02 LATE NOTICES 11.18.2024	354.01	Solid Waste/Recycling Ent	Finance		
MIDWEST MAILWORKS INC.	12/18/2024	128366	12/5/2024	12524	PREPAID POSTAGE FOR QTR	5,000.00	Solid Waste/Recycling Ent	Finance		
MUNICIPAL COLLECTIONS OF AMERICA	12/18/2024	128372	11/30/2024	66929	AGENCY FEES 11.1.24-11.30.2024	37.26	Solid Waste/Recycling Ent	Finance		
WASTE COMMISSION OF SCOTT CO.	12/18/2024	128415	11/30/2024	113024SW	Solid Waste - November 2024	28,545.59	Solid Waste/Recycling Ent	Public Works		
RUSH ROLL-OFF, INC.	12/18/2024	128394	12/2/2024	5234	Tire Disposal	250.00	Solid Waste/Recycling Ent	Public Works		
WASTE COMMISSION OF SCOTT CO.	12/18/2024	128415	11/30/2024	113024BW	Bulky Waste November 2024	3,456.75	Solid Waste/Recycling Ent	Public Works		
WASTE COMMISSION OF SCOTT CO.	12/18/2024	128415	11/30/2024	113024EW	E-Waste November 2024	4,365.00	Solid Waste/Recycling Ent	Public Works		
						<b>42,066.17</b>	<b>Solid Waste/Recycling Ent Total</b>			
SPRINGFIELD ELECTRIC	12/18/2024	128400	11/18/2024	S011035545-001	Light Fixtures - Corner Store	1,087.64	Family Museum	Public Works		Fam Museum Maint
MIRROR IMAGE CLEANING	12/18/2024	128369	12/1/2024	1619	November cleaning	1,650.00	Family Museum	Public Works		FMAS Custodial FY24/25
VESTIS	12/18/2024	128413	12/4/2024	6150464292	Museum First Aid Supplies	59.96	Family Museum	Family Museum	5550-1101-56007	
WESTERN ILLINOIS UNIVERSITY	12/18/2024	128417	12/1/2024	120124	Family Museum - Museum Studies Graduate Assistants Cooling	1,633.00	Family Museum	Family Museum		
ANN PETERS	12/18/2024	128308	12/3/2024	120324	Museum - December Art Academy 50/50 Split	1,360.00	Family Museum	Family Museum		
VESTIS	12/18/2024	128413	11/27/2024	6150461211	Museum - First Aid Supplies	59.96	Family Museum	Family Museum	5550-1102-56007	
ALLISON LINDSEY CREATIVE	12/18/2024	128305	12/3/2024	120324	Museum - December Art Academy 50/50 Split	1,232.50	Family Museum	Family Museum		
MORGAN NEWHOUSE	12/18/2024	128370	12/4/2024	12042024	Museum - Art Academy Assistant November 10-23	40.00	Family Museum	Family Museum		
SYDNIE GERNER-OFFERMANN	12/18/2024	128403	12/2/2024	120224	Museum - Guest Teaching Family Museum Dance January 6	75.00	Family Museum	Family Museum		
					FAMILY MUSEUM PERMANENT GALLERY RENOVATION					
KIDZIBITS LLC	12/11/2024	128254	11/8/2024	20131-3	PAYMENT #3	112,428.00	Family Museum	Capital Projects	5550-5059-57074	Traveling Gallery Renov.
						<b>119,626.06</b>	<b>Family Museum Total</b>			

**Bettendorf City Council AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
M & M GOLF CARS, LLC	12/18/2024	128358	10/31/2024	241031B	50% of Tempo Walk Golf Cart Payables - October 2024	15.00	Palmer Hills Golf Course	Balance Sheet	5600-0000-20016	
M & M GOLF CARS, LLC	12/18/2024	128358	10/31/2024	241031	42% Golf Cart Payables - October 2024	16,779.00	Palmer Hills Golf Course	Balance Sheet	5600-0000-20016	
PETTY CASH - PARK BOARD	12/18/2024	128382	11/30/2024	241130	Forge Tip Replacement - Sep 2024	127.50	Palmer Hills Golf Course	Balance Sheet		The Forge Putting Course
PETTY CASH - PARK BOARD	12/18/2024	128382	11/30/2024	241130	Forge Tip Replacement - Oct 2024	34.00	Palmer Hills Golf Course	Balance Sheet		The Forge Putting Course
PETTY CASH - PARK BOARD	12/18/2024	128382	11/30/2024	241130	Forge Tip Replacement - Nov 2024	(54.36)	Palmer Hills Golf Course	Balance Sheet		The Forge Putting Course
TREASURER, STATE OF IOWA	11/5/2024	2500261	9/30/2024	9302024	SEPTEMBER SALES TAX	8,421.56	Palmer Hills Golf Course	Balance Sheet		
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	PHGC Sign 0549137076OCT24	72.67	Palmer Hills Golf Course	Public Works	5600-0523-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	PHGC Maintenance Bldg 1116077014OCT24	108.53	Palmer Hills Golf Course	Public Works	5600-0523-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	PHGC Pump House 1137077015OCT24	675.21	Palmer Hills Golf Course	Public Works	5600-0523-54008	
MID AMERICAN ENERGY	12/11/2024	128257	10/31/2024	4750-88004 Oct 2024	PHGC Clubhouse 4278125007OCT24	1,291.61	Palmer Hills Golf Course	Public Works	5600-0523-54008	
PER MAR SECURITY SERVICES	12/18/2024	128379	10/16/2024	3439868	Fire Alarm Installation and Monitoring	1,150.95	Palmer Hills Golf Course	Public Works		PHGC Maint FY24/25
PER MAR SECURITY SERVICES	12/18/2024	128379	11/18/2024	3461055	Burglar Alarm Install and Monitoring	1,235.97	Palmer Hills Golf Course	Public Works		PHGC Maint FY24/25
JANUS BUILDING SERVICES, INC.	12/18/2024	128347	11/21/2024	14368	11/19/24 Window washing service	70.00	Palmer Hills Golf Course	Public Works	5600-0524-55081	
MIRROR IMAGE CLEANING	12/18/2024	128369	12/1/2024	1632	Custodial Service - November	2,240.00	Palmer Hills Golf Course	Public Works		PHGC Custodial FY24/25
VESTIS	12/18/2024	128413	11/22/2024	6150458830	First Aid Service	25.00	Palmer Hills Golf Course	Parks & Recreation	5600-0711-56010	
VESTIS	12/18/2024	128413	11/22/2024	6150458827	Laundry Services - Aprons/Towels/Mats	25.00	Palmer Hills Golf Course	Parks & Recreation	5600-0715-55081	
VESTIS	12/18/2024	128413	11/22/2024	6150458829	First Aid Service	29.98	Palmer Hills Golf Course	Parks & Recreation	5600-0715-56010	
D & K PRODUCTS	12/18/2024	128326	11/15/2024	85392IN	Chemical Surfactant	70.00	Palmer Hills Golf Course	Parks & Recreation		
MIDWEST TURF SUPPORT	12/18/2024	128367	11/19/2024	24-0384	Soil DNA test	250.00	Palmer Hills Golf Course	Parks & Recreation	5600-0715-56025	
MULGREW OIL & PROPANE	12/11/2024	128258	12/3/2024	1531009	Diesel Fuel	1,358.31	Palmer Hills Golf Course	Parks & Recreation	5600-0715-56024	
MULGREW OIL & PROPANE	12/11/2024	128258	12/3/2024	1531010	Gasoline	1,768.75	Palmer Hills Golf Course	Parks & Recreation	5600-0715-56024	
PER MAR SECURITY SERVICES	12/18/2024	128379	11/8/2024	3449617	Security Monitoring	224.64	Palmer Hills Golf Course	Parks & Recreation		
PS3 ENTERPRISES, INC	12/18/2024	128385	11/26/2024	173348	Palmer Hills Golf course	474.93	Palmer Hills Golf Course	Parks & Recreation		
						<b>36,394.25</b>	<b>Palmer Hills Golf Course Total</b>			
GENERAL CONSTRUCTORS, INC.	12/18/2024	128334	11/30/2024	230257 19	The Landing Project	345,886.78	Aquatic Center Fund	Capital Projects	5750-5059-55081	Splash Landing Replcmnt
						<b>345,886.78</b>	<b>Aquatic Center Fund Total</b>			
MUNICIPAL COLLECTIONS OF AMERICA	12/18/2024	128372	11/30/2024	66929	AGENCY PMTS 11.1.2024-11.30.2024	(4.64)	Storm Water Utility	Balance Sheet		
MIDWEST MAILWORKS INC.	12/18/2024	128366	11/22/2024	252263	04 BILLS 11-18-24	73.68	Storm Water Utility	Finance		
MIDWEST MAILWORKS INC.	12/18/2024	128366	11/29/2024	252264	02 LATE NOTICES 11.18.2024	354.01	Storm Water Utility	Finance		
MIDWEST MAILWORKS INC.	12/18/2024	128366	12/5/2024	12524	PREPAID POSTAGE FOR QTR	5,000.00	Storm Water Utility	Finance		
MUNICIPAL COLLECTIONS OF AMERICA	12/18/2024	128372	11/30/2024	66929	AGENCY FEES 11.1.24-11.30.2024	10.72	Storm Water Utility	Finance		
CEDAR RAPIDS BANK & TRUST	11/29/2024	2500274	11/29/2024	11292024	Storm Water Revenue Capital Loan Note 2016 \$2.03 Interest	20,610.00	Storm Water Utility	Finance		
CEDAR RAPIDS BANK & TRUST	11/29/2024	2500274	11/29/2024	11292024	Storm Water Revenue Capital Loan Note 2017 \$2.03 Interest	26,085.00	Storm Water Utility	Finance		
SAUK VALLEY BANK	11/29/2024	2500273	11/29/2024	11292024	Storm Water Revenue Capital Loan Note 2020 \$2.03 Interest	27,168.75	Storm Water Utility	Finance		
ADVANCED WILDLIFE CONTROL COMPA	12/18/2024	128303	11/30/2024	113024B	Animal Removal	325.00	Storm Water Utility	Public Works		
AMERICORE, LLC	12/18/2024	128307	12/2/2024	240250 3	PE#3 2024 Intake Repair Program	7,982.37	Storm Water Utility	Capital Projects		Intake Repair 2024
N.J. MILLER INC.	12/18/2024	128374	12/4/2024	240217 7	PE#7 Retainage Edgewood Dr Reconstruction	4,385.29	Storm Water Utility	Capital Projects		
						<b>91,990.18</b>	<b>Storm Water Utility Total</b>			
AVENUE RENTAL, INC.	12/18/2024	128312	11/26/2024	142992	Lift Rental for Bus Wash repair	105.00	Transit	Public Works		
AVENUE RENTAL, INC.	12/18/2024	128312	12/2/2024	143027	Bush Wash Repair - Lift Rental	105.00	Transit	Public Works		
DULTMEIER SALES LLC	12/18/2024	128330	11/18/2024	4193464	Float Valve for Bus Wash Tank 2	260.25	Transit	Public Works		
SOLUTIONSÂ²	12/18/2024	128399	11/22/2024	4354	Bus Wash Salt Remover	345.50	Transit	Public Works		
						<b>815.75</b>	<b>Transit Total</b>			
1ST AYD CORPORATION	12/18/2024	128300	11/20/2024	PSI745630	Operating Supplies	445.48	Municipal Garage	Public Works		
ASPEN EQUIPMENT COMPANY	12/18/2024	128310	11/26/2024	PSO081470-1	Bearing Kit 1818	309.16	Municipal Garage	Public Works		

**Bettendorf City Council AP Disbursements - 12.17.2024**

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BAUER BUILT, INC.	12/18/2024	128314	11/27/2024	230127791	STK Tires	542.80	Municipal Garage	Public Works		
BAUER BUILT, INC.	12/18/2024	128314	11/27/2024	230127794	STK Tires	706.88	Municipal Garage	Public Works		
C & B MATERIAL HANDLING	12/18/2024	128319	11/18/2024	PSO006001	Seat Belt - 2410	306.00	Municipal Garage	Public Works		
CUMMINS INC.	12/18/2024	128325	12/4/2024	J9-241286055	Wire Repair for 1726	2,742.31	Municipal Garage	Public Works		
EASTERN IOWA TIRE, INC.	12/18/2024	128331	11/25/2024	100167013	Tires	120.00	Municipal Garage	Public Works		
EASTERN IOWA TIRE, INC.	12/18/2024	128331	11/25/2024	100167010	STK Tires	1,813.02	Municipal Garage	Public Works		
EASTERN IOWA TIRE, INC.	12/18/2024	128331	12/2/2024	100167193	STK Tires	3,255.35	Municipal Garage	Public Works		
EASTERN IOWA TIRE, INC.	12/18/2024	128331	12/3/2024	100167257	Tire Replacement Engine 4	548.95	Municipal Garage	Public Works		
ELLIOTT EQUIPMENT CO.	12/18/2024	128333	11/21/2024	182750	Seat for 1611	1,294.76	Municipal Garage	Public Works		
ELLIOTT EQUIPMENT CO.	12/18/2024	128333	11/27/2024	182864	Step for 1629	446.62	Municipal Garage	Public Works		
KILBURG EQUIPMENT, LLC.	12/18/2024	128353	11/27/2024	4482	Seal Kit 1805	117.58	Municipal Garage	Public Works		
LAWSON PRODUCTS, INC.	12/18/2024	128355	12/4/2024	9312053131	Operating Supplies	235.92	Municipal Garage	Public Works		
LINDQUIST FORD, INC.	12/18/2024	128356	11/29/2024	271150	Exhaust Repair	1,599.11	Municipal Garage	Public Works		
LINDQUIST FORD, INC.	12/18/2024	128356	12/3/2024	390723	Brake Pads for 1207	262.47	Municipal Garage	Public Works		
LINDQUIST FORD, INC.	12/18/2024	128356	12/3/2024	390724	Brakes for 1207	307.23	Municipal Garage	Public Works		
MHC KENWORTH	12/18/2024	128364	11/22/2024	T01135600209096	STK Air Filter	39.03	Municipal Garage	Public Works		
MHC KENWORTH	12/18/2024	128364	12/2/2024	T01135600209407	STK Thermostats	177.68	Municipal Garage	Public Works		
MIDWEST WHEEL COMPANIES INC.	12/4/2024	128242	8/2/2024	3796296-00A	battery	147.86	Municipal Garage	Public Works	6830-0520-56024	
MIDWEST WHEEL COMPANIES INC.	12/18/2024	128368	8/2/2024	3798179-00	Valve	38.66	Municipal Garage	Public Works		
MIDWEST WHEEL COMPANIES INC.	12/18/2024	128368	12/2/2024	3790639-00	Operating Supplies	369.17	Municipal Garage	Public Works		
MTI DISTRIBUTING	12/4/2024	128243	10/14/2024	1453213-00	bushing - 1511	21.20	Municipal Garage	Public Works	6830-0520-56024	
NAPA - DAVENPORT	12/18/2024	128375	11/25/2024	867584	Tire Plugs	60.00	Municipal Garage	Public Works		
NAPA - DAVENPORT	12/18/2024	128375	11/27/2024	867887	Operating Supplies	78.00	Municipal Garage	Public Works		
NOTT COMPANY	12/18/2024	128376	11/14/2024	4989687-00	Couplers	251.91	Municipal Garage	Public Works		
PLEASANT VALLEY COMMUNITY	12/18/2024	128384	11/25/2024	25-95	Fuel	26,371.82	Municipal Garage	Public Works		
RILCO FLUID CARE, INC.	12/18/2024	128389	11/29/2024	538962	Oil STK	2,077.55	Municipal Garage	Public Works		
RILCO FLUID CARE, INC.	12/18/2024	128389	11/29/2024	538962	DEF	429.00	Municipal Garage	Public Works		
TERMINAL SUPPLY COMPANY	12/18/2024	128404	11/25/2024	80919-00	Operating Supplies	261.75	Municipal Garage	Public Works		
THOMPSON TRUCK & TRAILER INC.	12/18/2024	128406	11/25/2024	X103146807:01	Horn - 0919	106.98	Municipal Garage	Public Works		
THOMPSON TRUCK & TRAILER INC.	12/4/2024	128246	12/2/2024	R103038998:01	EGR Cooler repair - 1628	6,360.42	Municipal Garage	Public Works	6830-0520-54004	
IMPERIAL SUPPLIES LLC	12/11/2024	128251	6/11/2024	I001AE7657	shipping charges	26.40	Municipal Garage	Public Works	6830-0520-56007	
VALLEY DISTRIBUTION CORPORATION	12/11/2024	128261	11/14/2024	519643	Fluid dispensers and Reels	32,576.81	Municipal Garage	Public Works	6830-0599-57074	
VALLEY DISTRIBUTION CORPORATION	12/11/2024	128261	11/14/2024	519643	CO #1	2,492.44	Municipal Garage	Public Works	6830-0599-57074	
						<b>86,940.32</b>	<b>Municipal Garage Total</b>			
DAVENPORT ELECTRIC CONTRACT	12/18/2024	128327	11/14/2024	56032	Replace roadway pole at State Street & 26th Street. Accident 24	1,864.00	Risk Management	Mayor & Council		
IMWCA	12/18/2024	128343	12/1/2024	92190	Work Comp Prem 24-25, Installment 6, INV 92190	63,324.00	Risk Management	Mayor & Council		
IOWA COMMUNITIES ASSURANCE POOL	12/11/2024	128252	12/2/2024	4A2409LB7JF-0001	ICAP settlement	9,417.72	Risk Management	Mayor & Council	6840-0105-55050	
						<b>74,605.72</b>	<b>Risk Management Total</b>			
EMPLOYEE BENEFIT SYSTEM	11/15/2024	2500269	11/13/2024	11132024	VISION CLAIMS CKS 2709-2710	432.00	Employee Insurance	Mayor & Council		
TWO RIVERS YMCA	12/18/2024	128409	12/1/2024	CM11874	Dec 2024, CM11874	60.00	Employee Insurance	Mayor & Council		
WELLMARK BLUE CROSS & BLUE SHIELD	11/1/2024	2500271	10/25/2024	10252024	STOP LOSS REIMBURSEMENTS	(54,898.68)	Employee Insurance	Mayor & Council		
WELLMARK BLUE CROSS & BLUE SHIELD	11/1/2024	2500271	10/25/2024	10252024	MEDICAL CLAIMS 10/19-10/25/2024	161,845.83	Employee Insurance	Mayor & Council		
						<b>107,439.15</b>	<b>Employee Insurance Total</b>			
Iowa Department of Revenue	12/13/2024	128291	12/13/2024	L0005103467	LEVY ID- 69626	949.47	Liability Clearing Acct.	Balance Sheet	8100-0000-21029	
AFLAC	11/15/2024	2500256	11/15/2024	PR 11.15.24	CI WRAP	112.45	Liability Clearing Acct.	Balance Sheet		
AMERICAN FUNDS ROTH IRA WIRE	11/15/2024	2500266	11/15/2024	6592-4955-43905	AFTER TAX ROTH IRA CONTRIBUTION	25.00	Liability Clearing Acct.	Balance Sheet		
AMERICAN FUNDS SERVICE COMPANY	12/13/2024	128293	12/13/2024	PR 12.13.24	AMERICAN FUNDS	50.00	Liability Clearing Acct.	Balance Sheet	8100-0000-21014	

**Bettendorf City Council AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
ANCHOR NATIONAL LIFE INSURANCE C	12/13/2024	128292	12/13/2024	PR 12.13.24	ANCHOR LIFE	228.25	Liability Clearing Acct.	Balance Sheet	8100-0000-21020	
BETTENDORF POLICE BENEVOLENT FUN	11/15/2024	2500259	11/15/2024	PR 11.15.24	11/15/24 PR CONTRIBUTIONS	102.00	Liability Clearing Acct.	Balance Sheet		
CITY OF BETTENDORF	12/13/2024	128294	12/13/2024	12.13.24	EMPLOYEE DEDUCTIONS FOR INSURANCE	20,146.67	Liability Clearing Acct.	Balance Sheet	8100-0000-21018	
CITY OF BETTENDORF	12/13/2024	128294	12/13/2024	12.13.24	EMPLOYEE ORTHO DEDUCTIONS	150.00	Liability Clearing Acct.	Balance Sheet	8100-0000-21019	
CITY OF BETTENDORF	12/13/2024	128294	12/13/2024	12.13.24	FLEX SPENDING	5,686.45	Liability Clearing Acct.	Balance Sheet	8100-0000-21020	
CITY OF BETTENDORF	12/13/2024	128294	12/13/2024	12.13.24	DEPENDENT CARE	1,999.60	Liability Clearing Acct.	Balance Sheet	8100-0000-21020	
CITY OF BETTENDORF	12/13/2024	128294	12/13/2024	12.13.24	PREM PASS	1,995.08	Liability Clearing Acct.	Balance Sheet	8100-0000-21020	
CITY OF BETTENDORF	12/13/2024	128294	12/13/2024	12.13.24	COMPUTER LOAN PAYMENTS	173.47	Liability Clearing Acct.	Balance Sheet	8100-0000-21029	
COLLECTION SERVICES CENTER	11/15/2024	2500265	11/15/2024	2532349	CHILD SUPPORT DEDUCTIONS	1,825.70	Liability Clearing Acct.	Balance Sheet		
GREAT AMERICAN PLAN ADMINISTRATO	11/15/2024	2500257	11/15/2024	PR 11.15.24	11/15/2024 PAYROLL CONTRIBUTIONS	670.55	Liability Clearing Acct.	Balance Sheet		
ICMA RETIREMENT TRUST - 457	11/15/2024	2500255	11/15/2024	PR 11.15.24	457 CONTRIBUTIONS	59,222.40	Liability Clearing Acct.	Balance Sheet		
ICMA RETIREMENT TRUST - 457	11/15/2024	2500255	11/15/2024	PR 11.15.24	457 LOAN PAYMENTS	4,895.18	Liability Clearing Acct.	Balance Sheet		
ICMA RETIREMENT TRUST - 457	11/15/2024	2500255	11/15/2024	PR 11.15.24	457 B ROTH	1,985.79	Liability Clearing Acct.	Balance Sheet		
ICMA RETIREMENT TRUST - 457	11/15/2024	2500254	11/15/2024	6081133	AFTER TAX ROTH IRA	4,827.38	Liability Clearing Acct.	Balance Sheet		
ILLINOIS DEPARTMENT OF REVENUE	11/15/2024	2500262	11/15/2024	0-621-617-840	ILLINOIS STATE TAX	3,701.33	Liability Clearing Acct.	Balance Sheet		
INTERNAL REVENUE SERVICE	11/15/2024	2500260	11/15/2024	90882445	FEDERAL W/H	84,156.75	Liability Clearing Acct.	Balance Sheet		
INTERNAL REVENUE SERVICE	11/15/2024	2500260	11/15/2024	90882445	FICA W/H	74,393.88	Liability Clearing Acct.	Balance Sheet		
INTERNAL REVENUE SERVICE	11/15/2024	2500260	11/15/2024	90882445	MEDICARE W/H	27,657.29	Liability Clearing Acct.	Balance Sheet		
INTERNAL REVENUE SERVICE	11/15/2024	2500260	11/15/2024	90882445	J.GREEN TAX WITHHOLDING	1,200.00	Liability Clearing Acct.	Balance Sheet		
IOWA C.O.P.S.	11/15/2024	2500258	11/15/2024	PR 11.15.24	11/15/2024 PR CONTRIBUTIONS	40.00	Liability Clearing Acct.	Balance Sheet		
IPERS COLLECTIONS	11/15/2024	2500263	11/15/2024	121149912	EMPLOYEE SHARE IPERS	38,581.05	Liability Clearing Acct.	Balance Sheet		
IPERS COLLECTIONS	11/15/2024	2500263	11/15/2024	121149912	CITY SHARE IPERS	57,902.27	Liability Clearing Acct.	Balance Sheet		
LEGALSHIELD	12/13/2024	128297	12/13/2024	PR 12.13.24	LEGALSHIELD	55.83	Liability Clearing Acct.	Balance Sheet	8100-0000-21014	
LINCOLN LIFE	12/13/2024	128295	12/13/2024	PR 12.13.24	LINCOLN LIFE	1,116.56	Liability Clearing Acct.	Balance Sheet	8100-0000-21020	
MUNICIPAL FIRE & POLICE	11/15/2024	2500253	11/15/2024	PR 11.15.24	EMPLOYEE SHARE POLICE PENSION	17,256.08	Liability Clearing Acct.	Balance Sheet		
MUNICIPAL FIRE & POLICE	11/15/2024	2500253	11/15/2024	PR 11.15.24	CITY SHARE POLICE PENSION	40,944.77	Liability Clearing Acct.	Balance Sheet		
MUNICIPAL FIRE & POLICE	11/15/2024	2500253	11/15/2024	PR 11.15.24	EMPLOYEE SHARE FIRE PENSION	12,389.44	Liability Clearing Acct.	Balance Sheet		
MUNICIPAL FIRE & POLICE	11/15/2024	2500253	11/15/2024	PR 11.15.24	CITY SHARE FIRE PENSION	29,397.31	Liability Clearing Acct.	Balance Sheet		
NATIONWIDE RETIREMENT SOLUTIONS	11/15/2024	2500264	11/15/2024	PR 11.15.24	457 CONTRIBUTIONS	763.00	Liability Clearing Acct.	Balance Sheet		
PACIFIC LIFE INSURANCE COMPANY	12/13/2024	128296	12/13/2024	PR 12.13.24	PACIFIC LIFE INSURANCE	312.33	Liability Clearing Acct.	Balance Sheet	8100-0000-21020	
STATE DISBURSEMENT UNIT	12/13/2024	128299	12/13/2024	PR 12.13.24	ILL CHILD SUPPORT DEDUCTIONS	1,046.13	Liability Clearing Acct.	Balance Sheet	8100-0000-21016	
UNITED WAY QUAD CITIES	11/15/2024	2500252	11/15/2024	PR 11.15.24	11/15/24 PAYROLL CONTRIBUTIONS	794.00	Liability Clearing Acct.	Balance Sheet		
WASHINGTON NATIONAL LIFE INSURAN	12/13/2024	128298	12/13/2024	PR 12.13.24	WASHINGTON NATIONAL LIFE INSURANCE	61.10	Liability Clearing Acct.	Balance Sheet	8100-0000-21014	
						<b>496,814.56</b>	<b>Liability Clearing Acct. Total</b>			
						<b>4,322,086.79</b>	<b>Grand Total</b>			

**Bettendorf City QCWCC AP Disbursements - 12.17.2024**

Vendor Name	Check Date	Check #	Invoice Date	Invoice #	Memo	Amount	Fund	Dept	Account #	Project #
V03264	12/18/2024	3709	10/25/2024	112524	FEES AND LIC	923.62	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-56039	
V03264	12/18/2024	3709	10/25/2024	112524	FINANCE SALARY AND BENEFITS	5,420.11	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-51021	
V03264	12/18/2024	3709	10/25/2024	112524	SALARY WAGES AND BENEFITS	6,545.90	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-51021	
V03264	12/18/2024	3709	10/25/2024	112524	SUPPLIES	1,325.22	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-56006	
V03264	12/18/2024	3709	10/25/2024	112524	REPAIRS AND MAINT	462.43	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-54001	
V03264	12/18/2024	3709	10/25/2024	112524	MEDIACOM	584.53	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-54009	
V03264	12/18/2024	3709	10/25/2024	112524	CONTRACT SERVICES	235.71	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-55081	
V03264	12/18/2024	3709	10/25/2024	112524	FOOD INVOICES	46,406.45	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-56028	
V03264	12/18/2024	3709	10/25/2024	112524	BEVERAGE INVOICES	12,574.31	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-56029	
V03264	12/18/2024	3709	10/25/2024	112524	SALARY WAGES AND BENEFITS	56,971.96	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-51021	
V03264	12/18/2024	3709	10/25/2024	112524	SUPPLIES GENERAL OFFICE	6,611.67	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-56006	
V03264	12/18/2024	3709	10/25/2024	112524	CONTRACT SERVICES	3,865.51	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-55081	
V03436	12/18/2024	3710	11/1/2024	871511593	elevator inspection	2,218.52	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-54006	
V04553	12/18/2024	3713	11/20/2024	0400-002388620	garbage	591.32	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-55072	
V03751	12/18/2024	3711	11/25/2024	560517691	09 power bills	28.30	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-54008	
V03751	12/18/2024	3711	11/25/2024	560509432	09 power bills	9,960.31	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-54008	
V03144	12/18/2024	3708	11/26/2024	689142NOV24	09 WATER BILLS	672.85	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-54011	
V04624	12/18/2024	3714	11/30/2024	162562	09 transport	43.32	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-55081	
V05177	12/18/2024	3715	12/2/2024	1-826227	plant maint	325.00	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-55081	
V03144	12/18/2024	3708	12/3/2024	779052Dec24	water bill	123.40	QC Waterfront Convention	QC Waterfront Conv Ctr Op	5900-2001-54011	
						<b>155,890.44</b>		<b>QC Waterfront Conv Ctr Op Total</b>		
V07103	12/18/2024	3712	11/20/2024	INV-2714	6mm LED Display - 5ft tall x 8ft Wide	11,037.84	QC Waterfront Convention	Bus. Type Capital Projects	5900-5059-57074	Event Center
						<b>11,037.84</b>		<b>Bus. Type Capital Projects Total</b>		
						<b>166,928.28</b>		<b>Grand Total</b>		

<b>November Revenues</b>	<b>Sum of Amount</b>
20 - Payables	111,965.92
41 - Other City Taxes	146,177.07
42 - Licenses And Permits	64,204.61
43 - Use Of Money	117,344.17
44 - Intergovernmental	98,662.37
45 - Charges For Services	312,446.65
46 - Special Assessments	1,538.42
47 - Miscellaneous Revenues	199,554.09
48 - Transfers In	11,886.00
50 - Personal Services	4,067,459.64
51 - Services & Commodities	2,166,687.00
52 - Capital Outlays	264,148.68
53 - Debt Service	416,029.40
<b>Total</b>	<b><u><u>7,978,104.02</u></u></b>