

RESOLUTION NO. 88849-0903

Parking Lot Pole Lighting Upgrade
Sunset Park

WHEREAS, bids were solicited for removal and upgrade of existing lighting at Sunset Park Apartments; and

WHEREAS, Nelson Electric, Muscatine, Iowa submitted the lowest bid of \$9090.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Muscatine, Iowa, that the Muscatine Municipal Housing Agency be authorized to execute a purchase order to obtain the services of Nelson Electric for the aforementioned lighting upgrade project.

Passed, approved and adopted this September 4, 2003.



By the City Council of the
City of Muscatine, Iowa


RICHARD O'BRIEN, MAYOR

Attest:


A.J. JOHNSON, CITY CLERK

**MUSCATINE MUNICIPAL HOUSING AGENCY
CONTRACT FOR
PARKING LOT LIGHTING UPGRADE AT SUNSET PARK**

THIS AGREEMENT made this 12th day of SEPTEMBER in this year 2003 by and between, NELSON ELECTRIC, hereinafter called the "Contractor" and the Muscatine Public Housing Agency hereinafter called the "MMHA."

WITNESSETH, that the Contractor and the MMHA for the consideration stated herein mutually agrees as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, material and equipment to perform and complete all work required in strict accordance with the Plans, Specifications, Contract Documents and addenda, all of which are incorporated herein and made a part thereof.

ARTICLE 2. THE CONTRACT PRICE. The MMHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications the sum of NINE THOUSAND NINETY DOLLARS AND 00/100 (\$9090.00).

ARTICLE 3. TIME OF COMPLETION. THE OWNER, MMHA WOULD PREFER THE PROJECT BE COMPLETED BY NOVEMBER 30, 2003

Notwithstanding the aforesaid, the Contractor shall be excused from the performance time requirement if, during the progress of work, delay is authorized in writing by the Owner for any or a combination of the following unforeseen or unavoidable causes:

- a. Inclement weather.
- b. Any act or neglect of the Owner or the Inspection Representative or employee of either.
- c. By any authorized and written changes in the scope of work.
- d. By strike(s).
- e. By fire, flood, or natural disaster.
- f. Other as approved in writing by the Owner.

The time of completion as affected by any of the foregoing shall be extended for such reasonable time as mutually agreed. The Owner shall be empowered to make final decisions on the justifiability or causes offered by the Contractor as a basis for extension(s) of time for performance.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor shall schedule construction activities within the time frame described above. Liquidated damages will be assessed at the rate of \$ 20 per calendar day, starting the day following the expiration of the aforementioned completion date to continue until completion, subject to the provisions described above.

ARTICLE 5. UNFORESEEN ADDITIONAL WORK. The Contractor will, in good faith, negotiate with the Owner to provide for unforeseen additional work discovered after work commences. The Contractor will prepare and deliver to the Owner a list of recommendations and quotations for performing each work item recommended. No work shall commence until the Contractor has signed a Change Order or Contract Amendment and has received written approval from Owner to proceed with additional work.

ARTICLE 6. RESPONSIBILITIES. The Contractor shall, without additional expense to the Owner, be responsible for all damages to persons or property that occur as a result of the Contractor's Fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the Contract.

ARTICLE 7. MATERIAL AND WORKMANSHIP. All equipment, material, and articles incorporated into the work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided herein. References in the specification to materials, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that in the judgment of the Owner is equal to that named in the specifications, unless otherwise specifically provided in this contract. All work under this contract shall be performed in a skillful and workmanlike manner.

ARTICLE 8. STORAGE. The Contractor may use the premises, at the direction of the Owner, for storage of equipment, tools and materials. However, the Owner assumes no responsibility for any tools, materials, or equipment stored by the Contractor. No combustible materials, or other fire hazards shall be left or allowed to accumulate.

ARTICLE 9. SANITARY REQUIREMENTS. The Contractor will be allowed to use the sanitary facilities on the property within reason. All facilities shall be maintained in a clean and hygienic condition at all times and secured during non-working hours.

ARTICLE 10. FINAL INSPECTION AND PAYOUT. A final inspection shall be made only when all the materials have been furnished and all the work has been performed in accordance with the terms of the Contract.

The Contractor will give the Owner two (2) calendar days advance notice of the date the work will be fully completed and ready for final inspection.

The Contractor's responsibility will terminate when all work has been completed, the final inspection has been made and the work accepted by the Owner. And the following paperwork is received by the owner, Lien waivers, certified payrolls of all employees including sub contractors and a contractor invoice on letterhead. The Contractor will then be released from further obligation except as required by any guarantee provided for by the specifications and the invoice will be submitted for payment.

ARTICLE 11. CONTRACT DOCUMENTS. The Contract shall consist of the following component parts:

- a. This agreement
- b. Addendum A
- c. The General Conditions / Technical Specifications / Contractor Proposal
- d. Davis Bacon wage Determination

Payment Schedule. The Contract shall consist of the following component parts:

CERTIFICATION

I, Larry K Nelson, certify that I am the owner of the corporation named as Contractor herein; that Larry K Nelson, who signed this Contract on behalf of the Contractor, was then owner of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Larry K Nelson (SIGNATURE OR CORPORATE SEAL)

This instrument, together with the other documents enumerated in Article 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, for the Contract. In the event that any provision in any other component part, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in 3 original counterparts as of the day and year first above written.

Nelson Electric Inc
CONTRACTOR

Larry K Nelson V.P
AUTHORIZED SIGNATURE - TITLE

LARRY K NELSON V.P
PRINT NAME SIGNED ABOVE - TITLE

703 CLAY ST
BUSINESS ADDRESS

Muscataine Iowa 52761
CITY / STATE / ZIP CODE

MUSCATINE MUNICIPAL HOUSING AGENCY

David Shepherd
DAVID SHEPHERD - HOUSING ADMINISTRATOR

ADDENDUM A

Muscatine Municipal Housing Agency (MMHA)

By submission of proposal, Contractor hereby agrees to the following clauses:

1. To indemnify and hold harmless the Muscatine Municipal Housing Agency and its employees from and against all claims for personal injury or property damage, including claims against the Authority, its agent or servants, and all losses and expenses, including attorneys fees that may be incurred by MMHA defending such claims, arising out of resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the contractor, the subcontractor, anyone directly or indirectly employed by and of them or anyone for whose acts any of them may be liable, regardless of whether or not it caused in part by a party indemnified hereunder. If any and all claims against MMHA or any of its agents or servants by an employee of a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts and of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefit Acts.
2. To provide a certificate of insurance **prior to commencement of work** with the following coverage to be covered not less than the period of the contract:

COVERAGE	LIMITS
Comprehensive General Liability	\$500,000/occurrence
Bodily Injury	\$500,000/ occurrence and \$500,000/ aggregate or \$1,000,000/ combined single limit
Automobile Liability	\$300,000 each person \$500,000 each accident
Property Damage	\$100,000 or \$500,000 combined single limit
Worker's Compensation	As required by the State of Iowa

Contractor must have and keep in force during the term of the services the proceeding insurance as a minimum, and name MMHA as an "Additional Insured" by endorsement to the policy.

The insurance company agrees that the policy(ies) shall not be canceled, changed, or allowed to lapse during the term of the contract.

3. To comply with all applicable State and Federal laws related to Equal Employment Opportunity.
4. No member, officer, officials, or employee of MMHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which MMHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract of the proceeds thereof.
5. No provisions of this contract shall alter the independent contractor relationship of Contractor to MMHA nor have the effect of making an employee of Contractor an employee of MMHA, it being understood that Contractor alone is responsible for the employment, control, and conduct of employees, for injury of such employees in the course of their employment or otherwise, or to others through the acts of neglect of such employees, and the Contractor retains supervision and control of manner and means in which the work is to be performed.
6. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
7. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Exceptions to the prohibition may be located in Section 1352 of title 31, U.S.C.
8. The Contractor shall ensure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor surplus area firms.
9. The Contractor is prohibited from placing a lien on MMHA property. This prohibition shall apply to all subcontractors.
10. In accordance with 42 U.S.C. 1437j, the contractor shall pay not less than wages prevailing in the locality, as determined or adopted (subsequent to a determination under applicable state or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.
11. The work to be performed under this contract is on a project assisted basis under a program providing direct federal financial assistance from HUD and is subject to the requirements

of Section 3 of HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contractors for work in connection with the project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the project.

- a. The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR PART 135, and all applicable rules and orders of HUD issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- b. The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR PART 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter have been found in violation of these regulations and will not award a subcontract unless the subcontractor has first provided it with preliminary statement of ability to comply with the requirements of these regulations.
- c. Compliance with the provisions of Section 3, the regulations set forth at 24 CFR PART 135, and all applicable rules and orders of HUD issued there under prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR PART 135.

Nelson Electric Inc
CONTRACTOR

Larry K Nelson V.P.
AUTHORIZED SIGNATURE - TITLE

LARRY K. NELSON V.P.
PRINT NAME SIGNED ABOVE - TITLE

703 CLAY ST
BUSINESS ADDRESS

Muscataine Iowa 52761
CITY / STATE / ZIP CODE

Muscatine Housing Agency Construction General Requirements

1. TO BID ENTIRE PROJECT

Spec : The Contractor shall submit the bid for the ENTIRE specification work write up AS WRITTEN. NO deviations, deletions or revisions to this specification work write up shall be made by the Contractor. BIDS MUST BE FOR THE ENTIRE PROJECT AS WRITTEN.

2. VERIFY MEASUREMENTS & QUANTITIES

Spec : All bidders must realize that measurements & quantities given are approximates only. Contractors are responsible to verify for themselves all measurements and quantities required to complete the work.

3. CONCRETE--GENERAL REQUIREMENTS

Spec : Unless otherwise specified, concrete shall be air entrained Portland cement, 3000 psi and maximum 4" slump. Concrete shall be poured on compacted soil or appropriate fill and against straight forms. Concrete shall be free of voids, bubbles and cavities and protected against weather while curing. All footings and forms shall be legally inspected as local codes requires

4. ROUGH CARPENTRY-GEN.REQUIREMENTS

Spec : All lumber and materials shall be new & suitable for the intended end use. Framing lumber & plywood shall be grade stamped. (#2 common or better) All lumber in contact with the ground, masonry, concrete and exposed to the weather, shall be pressure treated material.

5. ROOFING--GENERAL REQUIREMENTS

Spec : Unless otherwise specified, all materials shall be new and match existing materials as closely as possible. Damaged flashings and accessories shall be properly replaced using rust resistant materials. Completed roofs shall assure a complete weather tight covering to structure. Protect structure and it's contents from the weather at all times.

6. FIN.CARPENTRY-GEN.REQUIREMENTS

Spec : All lumber, cabinets, doors, windows, trim, etc. shall be new unless otherwise specified and shall be suitable for the intended end use. Installations shall operate properly and be complete with all hardware, accessories, etc. Installations shall be true, level, plumb square and according to manufacturers recommendations.

7. PLASTERING-GENERAL REQUIREMENTS

Spec : Unless otherwise specified, match existing surfaces as closely as possible. Provide all lath, corner beads, joint tape, wire mesh, etc. Finish surfaces shall be smooth, free of blemishes, trowel marks, waviness, etc. and ready for paint applications.

8. DRYWALL--GENERAL REQUIREMENTS

Spec : Unless otherwise specified, match existing surfaces as closely as possible. Drywall sheets shall be hung horizontally on studs and firmly attached to walls/ceilings with nails or screws to prevent nail popping. All seams/joints/holes/nail heads will be properly taped and 3 coats of joint compound applied. Compound shall be thoroughly sanded smooth and edges feathered to blend all edges with drywall surfaces.

9. PAINTING--GENERAL REQUIREMENTS

Spec : All paint shall be lead free. Surfaces will be properly prepared, clean and dry prior to application. All holes, dents, peeling, scaling and other defects shall be repaired/filled. No runs, sags, show-through areas, brush marks, etc. after finish coat(s) application. Unpainted hardware/fixtures/etc. shall remain paint free. Remove all paint from glass areas and windows will not be painted closed.

10. FLOOR COVERING--GEN.REQUIREMENTS

Spec : Unless otherwise specified, all materials shall be new. Interior carpeting, tile and/or vinyl coverings shall be FHA approved. All sub floors & under-layments shall be well secured, level, dry, clean and free of cracks, voids, bumps, squeaks and defects before installation of finish floor coverings.

11. HVAC--GENERAL REQUIREMENTS

Spec : Unless otherwise specified, all materials shall be new. Equipment shall operate safely and properly without leakage, noise, vibrations and hazards. All structure penetrations shall be neat, sealed, fire stopped and shall not compromise structural integrity. ALL WORK SHALL CONFORM TO LOCAL, STATE AND/OR NATIONAL CODE REQUIREMENTS AS APPLICABLE TO PROJECT.

12. PLUMBING--GENERAL REQUIREMENTS

Spec : Unless otherwise specified, all materials shall be new. All items shall operate properly & safely without leakage, noise, vibrations or hammering. All structure penetrations shall be neat, sealed, fire stopped and not compromise structural integrity. No solder containing lead will be used for potable water lines. ALL WORK SHALL CONFORM TO LOCAL, STATE AND/OR NATIONAL CODE REQUIREMENTS AS APPLICABLE TO PROJECT.

13. ELECTRIC--GENERAL REQUIREMENTS

Spec : Unless otherwise specified, all materials shall be new, UL approved and/or National Electric Code rated. All items shall operate properly and safely without defects or hazards. All drilling, cutting, notching, etc. will not compromise structural integrity. ALL WORK SHALL COMPLY WITH LOCAL, STATE AND/OR NATIONAL ELECTRIC CODE REQUIREMENTS AS APPLICABLE TO PROJECT.

14. MASONRY--GENERAL REQUIREMENTS

Spec : Unless otherwise specified, all materials shall be new and correct for the intended end use. Masonry work shall be level, plumb & square. Joints shall be clean, neat and without excess mortar on masonry surfaces. Protect from exposure to precipitation, heat, freezing, soiling, backfill and other harmful conditions. Upon completion, areas will be free of mortar, debris, broom cleaned & flushed with water.

15. PERMITS AND FEES

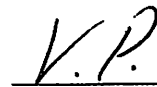
Spec : Pay all required fees and obtain all required building and trade permits. Post permits in a visible location on job site as required by local code

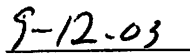
16. FINAL CLEAN UP


Spec : Remove from site all construction materials, tools and debris. Sweep clean and vacuum all interior work areas. Exterior areas shall be free of all debris.

I have read and understand the General Requirements as stated in this packet and agree to abide by all its requirements on the project at Sunset Park, 2806 Bloomington Lane, Muscatine, IA accordingly.


Contractor Signature


Title


Date


Witness

**Muscatine Municipal Housing Agency
Technical Specification**

**Job Location: SUNSET PARK
2806 BLOOMINGTON LANE
MUSCATINE, IOWA 52761**

Description

TECHNICAL SPECIFICATIONS

1.1 Installation

- Complete labor and materials to remove old and installation of twenty (20) new Greenbrair light fixtures. New fixtures are to be mounted on existing poles.

1.2 Warranties

- Contractor shall provide the warranty period of the manufacturer and the warranty period of the contractor's installation work in the contractor's proposal.

1.3 Debris

- All debris removal and cleanup will be the responsibility of the contractor.

Phone 563-263-7319
Fax 563-263-7332

August 20, 2003

Proposal

The City of Muscatine Public Housing Agency
215 Sycamore St.
Muscatine, Iowa 52761

Attn: Dan Ganzer

Project: Sunset Park
2808 Bloomington Lane
Muscatine, Iowa 52761

- Replace twenty 150 watt existing fixture heads with twenty new fixture heads as per specs.
Includes all labor and materials.

\$9090.00

Please call if you have any questions.



Larry Nelson
Nelson Electric

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HUD-DETERMINED WAGE RATES**

(11/94) ED

Executive Director <u>David Shepherd</u> Name of Housing Authority <u>Muscatine Municipal Housing Agcy</u> Street Address or P.O. Box Number <u>215 Sycamore St</u> City _____ County _____ <u>Muscatine</u> <u>Muscatine</u> State Zip Code <u>IA</u> <u>52761</u> Telephone Number: 563-264-1554	Date of Request <u>8/05/2003</u> Wage Decision Number: <u>03-062-I</u> Date of Issuance Expiration Date <u>08/05/2003</u> <u>02/04/2004</u> <u>Frank C. Bustamante /signed/</u> Director, Labor Relations <u>08/05/2003</u> Date
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Project Name: sunset Park

HUD Project Number: IA-49-1&4

PHA Contract Number: _____

Description of Work: Replace light
Heads on parking light poles

Kansas/Missouri State Office
 Labor Relations Office
 Gateway Tower II, Room 500
 400 State Avenue
 Kansas City, KS 66101-2406
 Telephone: (913) 551-5471
 fax: (913) 551-5477

***THIS WAGE DECISION EXPIRES
180 DAYS FROM DATE ISSUED IF
CONTRACT HAS NOT BEEN AWARDED.**

Classification	Hourly Rate	Classification	Hourly Rate
___ Air Conditioning Mechanic	_____	___ Roofers	_____
___ Boilermakers	_____	___ Kettleman	_____
___ Bricklayers	_____	___ Sheet Metal Workers	_____
___ Carpenters	_____	___ oft Floor Layers	_____
___ Cement Finishers/Masons	_____	___ Sprinkler Fitters	_____
___ Drywallers/Hangers	_____	___ Tile Setters	_____
___ Drywallers/Tapers	_____	___ Truck Drivers	_____
<input checked="" type="checkbox"/> Electricians	<u>19.20</u>	___ Welders (Rate by Craft)	_____
___ Glaziers	_____	___ Power Equipment Operators:	_____
___ Insulators	_____	_____	_____
___ Ironworkers	_____	_____	_____
___ Laborers: (specify classes)	_____	_____	_____
_____	_____	_____	_____
___ Mason Tenders	_____	Other Crafts:	_____
___ Painters	_____	_____	_____
___ Plasterers	_____	_____	_____
___ Pipe fitters	_____	_____	_____
___ Plumbers	_____	_____	_____

MEMORANDUM

TO: A.J. Johnson, City Administrator
CC: Kevin Whittaker
FROM: David Shepherd, Housing Administrator
RE: Lighting Removal and Replacement/Upgrade
Sunset Park
DATE: August 25, 2003

Bids were requested from four (4) qualified firms for the removal and replacement of lighting 'heads' from poles at Sunset Park Apartments. The existing lighting is aged and insufficient to provide adequate lighting for crime prevention and over all safety of Sunset Park residents.

Two of the four firms responded with bids.

* ESCO Electric Company (Muscatine)	\$10,110.00
* Nelson Electric (Muscatine)	\$ 9,090.00

I recommend that we accept the lowest bid of \$9,090.00 from Nelson Electric.

Please note that the budgeted cost of this project was \$10,000. The funds will be taken from the Capital Improvements fund.

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

Prepared resolution attached, for your review.